



Putting  
Children  
First

# BOARD OF EDUCATION MEETING AND WORKSHOP

**Board of Education Members**

- Christina Pritchett, President (Trustee Area 3)*
- Leticia Garcia, Vice President (Trustee Area 2)*
- Chinua Rhodes, Second Vice President (Trustee Area 5)*
- Lisa Murawski (Trustee Area 1)*
- Jamee Villa (Trustee Area 4)*
- Darrel Woo (Trustee Area 6)*
- Lavinia Grace Phillips (Trustee Area 7)*
- Liam McGurk, Student Member*

**Thursday November 3, 2022**

**4:30 p.m. Closed Session**

**6:30 p.m. Open Session**

**Serna Center**

*Community Conference Rooms*

*5735 47<sup>th</sup> Avenue*

*Sacramento, CA 95824*

## AGENDA

2022/23-9

*Allotted Time*

4:30 p.m.    **1.0    OPEN SESSION / CALL TO ORDER / ROLL CALL**

**2.0    ANNOUNCEMENT AND PUBLIC COMMENT REGARDING ITEMS TO BE  
DISCUSSED IN CLOSED SESSION**

**3.0    CLOSED SESSION**

***While the Brown Act creates broad public access rights to the meetings of the Board of Education, it also recognizes the legitimate need to conduct some of its meetings outside of the public eye. Closed session meetings are specifically defined and limited in scope. They primarily involve personnel issues, pending litigation, labor negotiations, and real property matters.***

**3.1    Government Code 54956.9 - Conference with Legal Counsel:**

- a) Significant exposure to litigation pursuant to subdivision (d)(2) of Government Code section 54956.9 (Two Potential Case(s))**
- b) Initiation of litigation pursuant to subdivision (d)(4) of Government Code section 54956.9 (One Potential Case)**
- c) Existing litigation pursuant to subdivision (d)(1) of Government Code section 54956.9 (OAH Case No. 2022080137)**

**3.2    Government Code 54957.6 (a) and (b) Negotiations/Collective Bargaining SCTA SEIU, TCS, Teamsters, UPE, Non-Represented/Confidential Management (District Representative Pam Manwiller)**

**3.3    Government Code 54957 – Public Employee Discipline/Dismissal/Release**

- 3.4 *Government Code 54957 – Public Employee Appointment*
  - a) *Chief Academic Officer*
  - b) *Principal, John Bidwell Elementary*
  - c) *Principal, School of Engineering and Sciences*
- 3.5 *Education Code 35146 – The Board will hear staff recommendations on the following student expulsion:*
  - a) *Expulsion #2, 2022-23*
  - b) *Expulsion #3, 2022-23*
  - c) *Expulsion #4, 2022-23*

6:30 p.m. **4.0 CALL BACK TO ORDER/PLEDGE OF ALLEGIANCE**

- 4.1 *The Pledge of Allegiance*
- 4.2 *Broadcast Statement*
- 4.3 *Stellar Student Ninah Yang is a 2<sup>nd</sup> grade student from Pacific Elementary and will be introduced by Member Phillips*

6:35 p.m. **5.0 ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION**

6:40 p.m. **6.0 AGENDA ADOPTION**

6:45 p.m. **7.0 PUBLIC COMMENT** **15 minutes**

*Members of the public may address the Board on non-agenda items that are within the subject matter jurisdiction of the Board. Please fill out a yellow card available at the entrance. Speakers may be called in the order that requests are received, or grouped by subject area. We ask that comments are limited to two (2) minutes with no more than 15 minutes per single topic so that as many people as possible may be heard. By law, the Board is allowed to take action only on items on the agenda. The Board may, at its discretion, refer a matter to district staff or calendar the issue for future discussion.*

**8.0 SPECIAL PRESENTATION**

- 7:00 p.m. 8.1 *Approve Resolution No. 3297: Recognition of Veteran’s Day (Christina Pritchett)* **Action**  
5 minute presentation  
5 minute discussion
- 7:10 p.m. 8.2 *Approve Resolution No. 3295: Recognition of Native American Heritage Month (Manpreet Kaur and Christina Prairie-Chicken)* **Action**  
5 minute presentation  
5 minute discussion
- 7:20 p.m. 8.3 *Update on Construction Projects for Cesar Chavez, Edward Kemble, Nicholas, and Oak Ridge Elementary Schools (Rose F. Ramos and Chris Ralston)* **Information**  
20 minute presentation  
25 minute discussion

## **9.0 PUBLIC HEARING**

- 8:05 p.m. 9.1 *Public Hearing and Approval of Resolution No. 3294: Compliance with the Pupil Textbook and Instructional Materials Incentive Program (Erin Hansen and Shannon Pella)* **Hearing and Action**  
5 minute presentation  
5 minute discussion

## **10.0 COMMUNICATIONS**

- 8:15 p.m. 10.1 *Employee Organization Reports:* **Information**  
SCTA – 15 minutes  
SEIU – 3 minutes  
TCS – 3 minutes  
Teamsters – 3 minutes  
UPE – 3 minutes
- SCTA
  - SEIU
  - TCS
  - Teamsters
  - UPE
- 8:42 p.m. 10.2 *District Advisory Committees:* **Information**  
3 minutes each
- Community Advisory Committee
  - District English Learner Advisory Committee
  - Local Control Accountability Plan/Parent Advisory Committee
  - Student Advisory Council
  - African American Advisory Board
- 8:57 p.m. 10.3 *Superintendent’s Report (Jorge A. Aguilar)* **Information**  
5 minutes
- 9:02 p.m. 10.4 *President’s Report (Christina Pritchett)* **Information**  
5 minutes
- 9:07 p.m. 10.5 *Student Member Report (Liam McGurk)* **Information**  
5 minutes
- 9:12 p.m. 10.6 *Information Sharing By Board Members* **Information**  
10 minutes
- 9:22 p.m. **11.0 CONSENT AGENDA** **Action**  
2 minutes

*Generally routine items are approved by one motion without discussion. The Superintendent or a Board member may request an item be pulled from the consent agenda and voted upon separately.*

### 11.1 Items Subject or Not Subject to Closed Session:

- 11.1a *Approve Grants, Entitlements and Other Income Agreements, Ratification of Other Agreements, Approval of Bid Awards, Approval of Declared Surplus Materials and Equipment, Change Notices and Notices of Completion (Rose F. Ramos)*

11.1b *Approve Personnel Transactions (Cancy McArn)*

11.1c *Approve Staff Recommendations for Expulsion, #2, #3, & #4, 2022-23  
(Lisa Allen and Stephan Brown)*

9:24 p.m. **12.0 BUSINESS AND FINANCIAL INFORMATION/REPORTS** **Receive Information**

12.1 *Business and Financial Information:*

- *Enrollment and Attendance Report – Month 1 (Rose F. Ramos)*

9:26 p.m. **13.0 FUTURE BOARD MEETING DATES / LOCATIONS**

✓ *November 17, 2022 4:30 p.m. Closed Session, 6:30 p.m. Open Session,  
Serna Center, 5735 47<sup>th</sup> Avenue, Community Room, Regular Workshop Meeting*

✓ *December 15, 2022 4:30 p.m. Closed Session, 6:30 p.m. Open Session,  
Serna Center, 5735 47<sup>th</sup> Avenue, Community Room, Regular Workshop Meeting*

9:28 p.m. **14.0 ADJOURNMENT**

*NOTE: The Sacramento City Unified School District encourages those with disabilities to participate fully in the public meeting process. If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in the public meeting, please contact the Board of Education Office at (916) 643-9314 at least 48 hours before the scheduled Board of Education meeting so that we may make every reasonable effort to accommodate you. [Government Code § 54953.2; Americans with Disabilities Act of 1990, § 202 (42 U.S.C. §12132)] Any public records distributed to the Board of Education less than 72 hours in advance of the meeting and relating to an open session item will be available on the District's website at [www.scusd.edu](http://www.scusd.edu)*





# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 8.1

**Meeting Date:** November 3, 2022

**Subject:** Approve Resolution No. 3297: Recognition of Veteran's Day

- Information Item Only
- Approval on Consent Agenda
- Conference (for discussion only)
- Conference/First Reading (Action Anticipated: \_\_\_\_\_)
- Conference/Action
- Action
- Public Hearing

**Division:** Board of Education

**Recommendation:** Approve Resolution No. 3297 Recognition of Veterans Day

**Background/Rationale:** In November 1919, President Wilson proclaimed November 11 as the first commemoration of Armistice Day with the following words: "To us in America, the reflections of Armistice Day will be filled with solemn pride in the heroism of those who died in the country's service and with gratitude for the victory, both because of the thing from which it has freed us and because of the opportunity it has given America to show her sympathy with peace and justice in the councils of the nations..." The important purpose of Veterans Day is a celebration to honor America's veterans for their patriotism, love of country, and willingness to serve and sacrifice for the common good.

The veterans in the Sacramento City Unified School District serve as parents, educators, support staff, administrators and in other capacities. The District recognizes Veterans Day and honors the men and women of our Armed Forces, past and present, who bravely and tirelessly defend and secure our freedom here and around the world.

**Financial Considerations:** None

**LCAP Goal(s):** Safe, Emotionally Healthy and Engaged Students

**Documents Attached:**

1. Resolution No. 3297

**Estimated Time of Presentation:** 5 min

**Submitted by:** Christina Pritchett, President, Board of Education

**Approved by:** Jorge A. Aguilar, Superintendent

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
BOARD OF EDUCATION**

**RESOLUTION NO. 3297**

**RECOGNITION OF VETERAN’S DAY**

**WHEREAS**, The United States of America was founded on the principles of liberty, opportunity, and justice for all; and

**WHEREAS**, America has called on men and women in uniform to protect our national security to advance our national interests, and to preserve our rights and freedoms; and

**WHEREAS**, on Veterans Day we recognize the men and women of our Armed Forces past and present, who have valiantly defended these values throughout our Nation’s history; and

**WHEREAS**, serving as educators, support staff, administrators, parents, and in other important capacities, these patriots have made contributions to civilian life that serves as a testament to their dedication to the welfare of our country; and

**WHEREAS**, on Veterans Day we also remember and pay tribute to the millions of patriots whose courage and sacrifice have defended and secured our freedom around the globe; and

**WHEREAS**, we honor all men and women currently serving in the military for their sacrifices;

**NOW, THEREFORE, BE IT RESOLVED**, the Sacramento City Unified School District Board of Education recognized Veterans Day on the Eleventh day of November and calls for educators, students, parents, and community partners to honor it, and the special men and women who have served our country, with lessons, guest speakers, displays, lectures, and other activities throughout the district and community.

**PASSED AND ADOPTED** by the Sacramento City Unified School District Board of Education on this 3rd day of November, 2022, by the following vote:

AYES: \_\_\_\_  
NOES: \_\_\_\_  
ABSTAIN: \_\_\_\_  
ABSENT: \_\_\_\_

ATTESTED TO:

\_\_\_\_\_  
Christina Pritchett  
President of the Board of Education

\_\_\_\_\_  
Jorge A. Aguilar  
Superintendent



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 8.2

**Meeting Date:** November 3, 2022

**Subject:** Approve Resolution No. 3295: Recognition of Native American Heritage Month

- Information Item Only
- Approval on Consent Agenda
- Conference (for discussion only)
- Conference/First Reading (Action Anticipated: \_\_\_\_\_)
- Conference/Action
- Action
- Public Hearing

**Division:** Deputy Superintendent/Youth Development Support Services

**Recommendation:** Approve Resolution No. 3295 Recognition of National Native American Heritage Month

**Background/Rationale:** November is designated as National Native American Heritage Month. This observance commemorates the history, heritage, and culture of Native Americans and Alaskan Natives. It is during this month we acknowledge the vast achievements of America's original indigenous people.

**Financial Considerations:** None

**LCAP Goal(s):** Safe, Emotionally Healthy and Engaged Students

**Documents Attached:**

1. Resolution No. 3295

**Estimated Time of Presentation:** 5 minutes

**Submitted by:** Manpreet Kaur, Director III, Youth Development Support Services

Christina Prairie-Chicken, Youth Services Specialist

**Approved by:** Jorge A. Aguilar, Superintendent

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
BOARD OF EDUCATION**

**RESOLUTION NO. 3295**

**RECOGNITION OF NATIONAL NATIVE AMERICAN HERITAGE MONTH,  
NOVEMBER 2022**

**WHEREAS**, National Native American Heritage Month is an opportunity to consider and recognize the contributions of Native Americans to the history of the United States;

**WHEREAS**, Native Americans are the original, Indigenous people of what is now the United States of America;

**WHEREAS**, Native Americans maintain vibrant cultures and traditions, hold a deeply rooted sense of community and have made and continue to make distinct and important contributions to the United States and the rest of the world in many fields, including the fields of agriculture, medicine, music, language, and art.

**WHEREAS**, California has the highest Native American population in the country, it is home to 109 federally recognized tribes, with approximately 81 groups seeking recognition;

**WHEREAS**, California Native American Day was celebrated on September 23, 2022;

**WHEREAS**, Over one-half of the state's Native American population is composed of individuals (and now their descendants) who were relocated to large urban areas as part of the federal government's termination policy;

**WHEREAS**, Before the missionary, fur trapping, and gold rush era migrations, California's Native American population was estimated at about 200,000, between 1840 and 1870, the population declined to 12,000 due to disease, forced removal, and death;

**WHEREAS**, the Census Bureau estimated that, in 2020, there were more than 631,016 individuals of Native American descent in California and more than 18,637 in the county of Sacramento;

**WHEREAS**, The City of Sacramento celebrated Indigenous Peoples' day on October 10, 2022;

**WHEREAS**, the California Department of Education School Dashboard indicates that Native American students within SCUSD are more likely to be chronically absent;

**WHEREAS**, Governor Newsom approved Assembly bill 516 which excuses an absence for participating in a cultural ceremony or event;

**WHEREAS**, the Sacramento City Unified School District resides on lands of the Nisenan and Miwok people;

**WHEREAS**, SCUSD is committed to improving the academic and social-emotional outcomes for Native American students and all students in the region;

**WHEREAS**, 2021-2022 CDE Dataquest information indicates there are 27,001 Native American students in California and 213 in SCUSD, a recent pull of Infinite Campus data indicates there are 537 SCUSD American Indian students that are classified as two or more races;

**WHEREAS**, SCUSD's American Indian Education Program (AIEP) provides tutoring, cultural programs, back to school events, field trips and graduation recognitions for American Indian students enrolled in the program;

**WHEREAS**, SCUSD has committed to supporting students by providing services for self-identified American Indian students who are unable to enroll in AIEP program due to lack of documentation;

**NOW, THEREFORE, BE IT RESOLVED**, that the Sacramento City Unified School District Board of Education recognizes November 2022 as National Native American Heritage Month;

**BE IT FURTHER RESOLVED**, that the Board of Education urges schools within the District to observe National Native American Heritage Month and Native American Heritage Day with appropriate programs and activities.

**PASSED AND ADOPTED** by the Sacramento City Unified School District Board of Education on this 3rd day of November, 2022, by the following vote:

A YES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ATTESTED TO:

\_\_\_\_\_  
Christina Pritchett  
President of the Board of Education

\_\_\_\_\_  
Jorge A. Aguilar  
Superintendent



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 8.3

**Meeting Date:** November 3, 2022

**Subject:** Update on Construction Projects for Cesar Chavez, Edward Kemble, Nicholas, and Oak Ridge Elementary Schools

- Information Item Only
- Approval on Consent Agenda
- Conference (for discussion only)
- Conference/First Reading (Action Anticipated: \_\_\_\_\_)
- Conference/Action
- Action
- Public Hearing

**Division:** Facilities Support Services

**Recommendation:** The Superintendent recommends the board receive an update to the construction projects currently being designed at Cesar Chavez, Edward Kemble, Nicholas, and Oak Ridge Elementary Schools

**Background/Rationale:** Using the Facilities Master Plan, including the equity index, three properties (four schools) were identified as needing a modernized or new campus. This process began in May 2022 to develop a design team, capture stakeholder comments, and begin design on what will be three new schools.

**Financial Considerations:** The cost of these projects, identified using the Facilities Master Plan, are supported by the voter approved Bond, Measure H.

**LCAP Goal(s):** Safe, Emotionally Healthy and Engaged Students; Family and Community Engagement; Operational Excellence

**Documents Attached:**

None

**Estimated Time of Presentation:** 20 minutes

**Submitted by:** Rose Ramos, Chief Business and Operations Officer  
Chris Ralston, Director of Facilities Management

**Approved by:** Jorge A. Aguilar, Superintendent



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 9.1

**Meeting Date:** November 03, 2022

**Subject:** Public Hearing on Approval of Resolution No. 3294: Compliance with the Pupil Textbook and Instructional Materials Incentive Program Act

- Information Item Only
- Approval on Consent Agenda
- Conference (for discussion only)
- Conference/First Reading (Action Anticipated: \_\_\_\_\_)
- Conference/Action
- Action
- Public Hearing

**Department:** Academic Office/Curriculum & Instruction

**Recommendation:** The Sacramento Board of Education is requested to declare a public hearing, and approve Resolution No. 3294, certifying that funds earmarked for instructional materials are expended in compliance with the Pupil Textbook and Instructional Materials Incentive Act. The resolution ensures that each pupil has sufficient standards-aligned instructional materials consistent with the content and cycles of the curriculum frameworks adopted by the State Board of Education.

**Background/Rationale:** *Education Code Section 60119 (as revised by Chapter 900, Statutes of 2004)* specifies the governing board shall hold a public hearing on or before the end of the eighth week of the school year. The Board shall make a determination through a resolution as to whether each pupil in the district has sufficient textbooks or instructional materials in each subject consistent with the content and cycles of the curriculum framework adopted by the state board, and to identify the remedy for any insufficiencies.

The attached resolution certifies that each Sacramento City Unified School District student has sufficient textbooks and/or instructional materials in all core subjects that are aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks. Additionally, the resolution certifies the availability of science lab equipment at grades 9-12.

**Financial Considerations:**

The total funds allocated for textbooks and instructional materials for the 2022-23 school year totals \$2,337,272 to be used toward the purchase of state-adopted core instructional materials. Additionally, \$4,200,000 will be used to purchase instructional materials for science in grades K-5 for the 2022-23 school year.

**Documents Attached:**

1. Notice of Public Hearing
2. Executive Summary
3. Resolution No. 3294

**Estimated Time of Presentation:** 5 minutes

**Submitted by:** Erin Hanson, Assistant Superintendent Curriculum & Instruction  
Shannon Pella, Director, Professional Learning and ELA

**Approved by:** Jorge A. Aguilar, Superintendent



**Sacramento City Unified School District**  
Compliance with the Pupil Textbook and Instructional Materials Incentive Program Act

## **NOTICE OF PUBLIC HEARING**

The Sacramento City Unified School District hereby gives notice that a  
Public Hearing will be held as follows:

### **Topic of Hearing:**

**Review of the Pupil Textbook and Instructional Materials Incentive Program Act  
For 2022-2023**

Copies of this program may be inspected at:

**Serna Educational Center  
5735 47<sup>th</sup> Avenue  
Sacramento, CA 95824**

The Sacramento City Unified School District Governing Board will approve Resolution No. 3294:  
Compliance with the Pupil Textbook and Instructional Materials Incentive Program Act

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**HEARING DATE:** Thursday, November 3, 2022

**TIME:** 6:00 p.m.

**LOCATION:** Serna Educational Center  
5735 47<sup>th</sup> Avenue  
Sacramento, CA 95824

**FOR ADDITIONAL INFORMATION CONTACT:** SCUSD Academic Office/Curriculum and  
Instruction Department (916) 643-9120

# Board of Education Executive Summary

**Academic Office: Compliance with the Pupil Textbook and Instructional Materials Incentive Program Act.  
November 03, 2022**



## **I. Overview**

Each year, the SCUSD Board of Education holds a Public Hearing and adopts a resolution certifying that the allocation earmarked for instructional materials is expended in compliance with the Pupil Textbook and Instructional Materials Incentive Act. The resolution attests to the sufficiency of core textbooks/instructional materials for each student; as is required by the Williams Act. Additionally, the resolution certifies that materials in each core subject are consistent with the content and cycles of the curriculum framework adopted by the State Board of Education. If insufficiencies are noted, the Board must identify the plan to remedy said insufficiencies within eight weeks from the adoption of the textbook sufficiency resolution.

The District's textbook/instructional materials ordering process for each school begins in the spring; deliveries of textbooks/instructional materials are made to schools beginning in June through September. To document sufficiency for purposes of the Pupil Textbook and Instructional Materials Incentive Act, each school is asked to complete a Textbook Sufficiency Survey. Schools must indicate whether they have sufficient textbooks/ instructional materials for each student. If there are not sufficient textbooks/instructional materials, schools are asked to note the number of textbooks/instructional materials needed and the reason for the insufficiency. The surveys are processed by the Library/Textbook Services and any needed materials ordered and are sent out to each school site.

## **II. Driving Governance:**

*Education Code Section 60119 (as revised by Chapter 900, Statutes of 2004)* specifies that the governing board shall hold a public hearing on or before the end of the eighth week of the school year. The Board shall make a determination through a resolution as to whether each pupil in the district has sufficient textbooks or instructional materials in each subject consistent with the content and cycles of the curriculum framework adopted by the state board and to identify the remedy for the insufficiencies.

## **III. Budget:**

The total funds allocated for textbooks and instructional materials for the 2022-23 school year totals \$2,337,272 to be used toward the purchase of state-adopted core instructional materials. Additionally, \$4,200,000 will be used to purchase instructional materials for science in grades K-5 for the 2022-23 school year.

## **IV. Goals, Objectives and Measures:**

The goal is to ensure that each student has the requisite set of state-adopted textbook and instructional materials in each core academic subject and to allocate sufficient funds to support annual textbook expenditures. The objective is to accurately project textbook and instructional materials needs so that adequate funds may be allocated to address student textbook/instructional materials needs, per

## Board of Education Executive Summary

### Academic Office: Compliance with the Pupil Textbook and Instructional Materials Incentive Program Act.

November 03, 2022



Education Code section 60119. The School Textbook Sufficiency response from schools will serve as a measure for goals and objectives.

#### **V. Major Initiatives:**

The Library Textbook Services Department will assess the School Textbook/Instructional Materials Inventory and Order procedures and make recommendations for improving accuracy of projected needs, allocation of funding and the processing and distribution of textbooks and other instructional materials. As a part of this assessment, staff will take input from school site staff as well as other departments that interface with the textbook sufficiency process.

#### **VI. Results:**

100% percent of schools had sufficient textbooks and instructional materials by the eighth week of school, per Education Code 60119.

#### **VII. Lessons Learned/Next Steps:**

In January 2023, site administrators will submit course offerings and projected student numbers for 2023-2024 to Library Textbook Services. If courses require new adoptions, a course of study and textbooks are to be approved by the Board before April 1 to be incorporated into the budget and to assure that materials arrive by the beginning of the school year. If Board approval is made after April 1, textbooks will be purchased the following school year. The department will continue to bar code and maintain electronic records in Destiny of all new textbooks to ensure accurate accounting.

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
BOARD OF EDUCATION**

**RESOLUTION NO. 3294**

**Resolution Regarding Sufficiency or Insufficiency of Instructional Materials:  
Education Code Section 60119**

**WHEREAS**, the governing board of the Sacramento City Unified School District is committed to providing appropriate instructional materials for all students, and;

**WHEREAS**, the governing board of the Sacramento City Unified School District, in order to comply with the requirements of Education Code Section 60119, held a public hearing November 03, 2022, at, or about 6:30 p.m., which is before the eighth week of school, and which did not take place during or immediately following school hours, and;

**WHEREAS**, the governing board provided at least 10 days notice of the public hearing posted in at least three places within the district stating the time, place and purpose of the hearing, and;

**WHEREAS**, the governing board encouraged participation by parents, teachers, members of the community, and bargaining unit leaders in the public hearing, and;

**WHEREAS**, the definition of “sufficient textbooks or instructional materials” signifies each pupil, including English learners, has textbooks, instructional materials, or both, to use in class and to take home, and;

**WHEREAS**, during distance learning, the definition of “sufficient textbooks or instructional materials” also includes the use of an electronic device and access to the internet and;

**WHEREAS**, information provided at the public hearing and to the governing board at the public meeting detailed the extent to which textbooks or instructional materials were provided to pupils of the Sacramento City Unified School District, and;

**WHEREAS**, sufficient textbooks or instructional materials were provided to each student which are aligned to the academic content standards and consistent with the cycled and content of the curriculum frameworks in English Language Arts (including the English Language Development component of an adopted program), Mathematics, Science, History-Social Studies, Foreign Language and Health, and;

**WHEREAS**, laboratory science equipment is available for science laboratory classes offered in grades 9 – 12, inclusive.

**THEREFORE, IT IS RESOLVED**, for the 2022-2023 school year, the Sacramento City Unified School District Board of Education has provided each pupil with sufficient textbooks and instructional materials aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks.

**PASSED AND ADOPTED** by the Sacramento City Unified School District Board of Education on this 3rd day of November, 2022, by the following vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ATTESTED TO:

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Jorge A. Aguilar  
Secretary of the Board of Education

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Christina Pritchett  
President, Board of Education



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 11.1a

**Meeting Date:** November 3, 2022

**Subject:** Approval/Ratification of Grants, Entitlements, and Other Income Agreements  
Approval/Ratification of Other Agreements  
Approval of Bid Awards  
Approval of Declared Surplus Materials and Equipment  
Change Notices  
Notices of Completion

- Information Item Only
- Approval on Consent Agenda
- Conference (for discussion only)
- Conference/First Reading (Action Anticipated: \_\_\_\_\_)
- Conference/Action
- Action
- Public Hearing

**Division:** Business Services

**Recommendation:** Recommend approval of items submitted.

**Background/Rationale:**

**Financial Considerations:** See attached.

**LCAP Goal(s):** College, Career and Life Ready Graduates; Safe, Emotionally Healthy, Engaged Students; Family and Community Empowerment; Operational Excellence

**Documents Attached:**

1. Grants, Entitlements, and Other Income Agreements
2. Expenditure and Other Agreements
3. Approval of Declared Surplus Materials and Equipment
4. Recommended Bid Awards – Facilities Projects
5. Change Notices – Facilities Projects
6. Notices of Completion – Facilities Projects

**Estimated Time of Presentation:** N/A  
**Submitted by:** Rose F. Ramos, Chief Business Officer  
 Robert Aldama, Interim Purchasing Manager  
**Approved by:** Jorge A. Aguilar, Superintendent

## GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS – REVENUE

### YOUTH DEVELOPMENT

Expanded Learning Program 2022/23      8/1/22 – 6/30/23: Four providers will develop, maintain and sustain expanded learning programming for the 2022/23 school year. All services will be provided in-person subject to federal, state, and local health and safety regulations pertaining to COVID-19. Site-specific services are included in the attached contracts. Expanded Learning providers are selected through a Request for Qualifications process that includes evaluation by the site and Youth Development. Providers are required to meet enrollment and attendance targets and utilize the Youth Development Quality Assurance tool or a Self-Assessment tool as the monitoring and evaluation device on a monthly basis.

New Contract:  
 Yes  
 No

#### 2022/23 Expanded Learning Contracts

|   |   |
|---|---|
| <b><u>YMCA of Superior California, SA23-00326</u></b>               | \$107,011.65  |
| <b><u>Site served: Leataata Floyd (before and after school)</u></b> | ASES Funds  |
|   | \$148,869.43  |
|   | 21 <sup>st</sup> Century Comm Funds                     |
|   | \$85,435.32   |
|   | 2021-2022 Expanded Learning Opportunities Program Grant |
|   | \$341,316.40  |
|   | Total   |

## EXPENDITURE AND OTHER AGREEMENTS

### **Restricted Funds**

| <u>Contractor</u>                      | <u>Description</u>   | <u>Amount</u>                                      |
|--|--|--|
| <b><u>FOSTER YOUTH DEPARTMENT</u></b>  |  |  |
| Tutor Me LA LLC<br>SA23-00244          | 8/1/21 – 6/30/22: Agreement for provision of academic tutoring sessions and/or homework support in Math and English Language Arts for foster youth and homeless students as needed during the 2022/23 school year. Contractor will work with students that are functioning at one or more years below grade level individually and in groups of up to 3 students. Contractor will track student outcomes in the areas of academic growth and attendance and provide a year-end report on program outcomes. | \$200,000<br>Expanded Learning Opportunities Grant |
| New Contract:                          |  |  |
| <input type="checkbox"/> Yes           |  |  |
| <input checked="" type="checkbox"/> No |  |  |

### **FACILITIES SUPPORT SERVICES**

|                                    |   |                                 |
|------------------------------------|---|---------------------------------|
| CA Design West (CDW)<br>SA23-00206 | 8/15/22 – 8/31/23: Architectural and engineering services for the Sequoia Restroom Replacement project. Project consists of the toilet building to meet DSA Access Compliance guidelines. | \$134,661.58<br>Measure Q Funds |
| New Contract:                      |   |                                 |

|   |  |   |
|---|--|---|
| <input checked="" type="checkbox"/> Yes | CDW was selected for this project from the District's pool of architects qualified through an RFQ process in February 2020.  |   |
| <input type="checkbox"/> No             |  |   |
| Kitchell CEM<br>SA23-00331              | 10/19/22: Project and construction management services for the Kit Carson HVAC Replacement project.  | \$166,890<br>ESSER II Funds                         |
| New Contract:                           | Kitchell was selected for this project from the District's pool of construction managers qualified through an RFQ process in December 2021.  |   |
| <input checked="" type="checkbox"/> Yes |  |   |
| <input type="checkbox"/> No             |  |   |
| Johnson Controls, Inc.<br>R23-01785     | Metasys (HVAC Control Upgrade) Inc 1 Phase 2 at <b>Alice Birney</b> . JCI will be removing, install and update building automation system to improve efficiencies in ventilations system at <b>Alice Birney</b> .                                    | \$285,368.69<br>In-Person<br>Instructional<br>Grant |
| New Contract:                           |  |   |
| <input checked="" type="checkbox"/> Yes |  |   |
| <input type="checkbox"/> No             |  |   |
| Johnson Controls, Inc.<br>R23-01788     | Metasys (HVAC Control Upgrade) Inc 1 Phase 2 at Various Schools: <b>Ethel Baker</b> . JCI will be removing, install and update building automation system to improve efficiencies in ventilations system at <b>Ethel Baker</b> .                     | \$353,658.18<br>In-Person<br>Instructional<br>Grant |
| New Contract:                           |  |   |
| <input checked="" type="checkbox"/> Yes |  |   |
| <input type="checkbox"/> No             |  |   |
| Johnson Controls, Inc.<br>R23-01789     | Metasys (HVAC Control Upgrade) Inc 1 Phase 2 at Various Schools: <b>Ethel Phillips</b> . JCI will be removing, install and update building automation system to improve efficiencies in ventilations system at <b>Ethel Phillips</b> .               | \$344,499.13<br>In-Person<br>Instructional<br>Grant |
| New Contract:                           |  |   |
| <input checked="" type="checkbox"/> Yes |  |   |
| <input type="checkbox"/> No             |  |   |
| Johnson Controls, Inc.<br>R23-01790     | Metasys (HVAC Control Upgrade) Inc 1 Phase 2 at Various Schools: <b>Father Keith B. Kenny</b> . JCI will be removing, install and update building automation system to improve efficiencies in ventilations system at <b>Father Keith B. Kenny</b> . | \$189,734.28<br>In-Person<br>Instructional<br>Grant |
| New Contract:                           |  |   |
| <input checked="" type="checkbox"/> Yes |  |   |
| <input type="checkbox"/> No             |  |   |
| Johnson Controls, Inc.<br>R23-01791     | Metasys (HVAC Control Upgrade) Inc 1 Phase 2 at Various Schools: <b>New Joseph Bonnheim</b> . JCI will be removing, install and update building automation system to improve efficiencies in ventilations system at <b>New Joseph Bonnheim</b> .     | \$297,605.68<br>In-Person<br>Instructional<br>Grant |
| New Contract:                           |  |   |
| <input checked="" type="checkbox"/> Yes |  |   |
| <input type="checkbox"/> No             |  |   |



|   |  |   |
|---|--|---|
| Johnson Controls, Inc.<br>R23-01792   | Metasys (HVAC Control Upgrade) Inc 1 Phase 2 at Various Schools: <b>Success Academy</b> . JCI will be removing, install and update building automation system to improve efficiencies in ventilations system at <b>Success Academy</b> .       | \$290,775.09<br>In-Person<br>Instructional<br>Grant   |
| New Contract:<br><input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No |  |   |
| Johnson Controls, Inc.<br>R23-01793   | Metasys (HVAC Control Upgrade) Inc 1 Phase 2 at Various Schools: <b>Pacific</b> . JCI will be removing, install and update building automation system to improve efficiencies in ventilations system at <b>Pacific</b> .                       | \$440,072.69<br>In-Person<br>Instructional<br>Grant   |
| New Contract:<br><input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No |  |   |
| Johnson Controls, Inc.<br>R23-01794   | Metasys (HVAC Control Upgrade) Inc 1 Phase 2 at Various Schools: <b>Parkway</b> . JCI will be removing, install and update building automation system to improve efficiencies in ventilations system at <b>Parkway</b> .                       | \$338,438.60<br>In-Person<br>Instructional<br>Grant   |
| New Contract:<br><input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No |  |   |
| Johnson Controls, Inc.<br>R23-01795   | Metasys (HVAC Control Upgrade) Inc 1 Phase 2 at Various Schools: <b>Sutterville</b> . JCI will be removing, install and update building automation system to improve efficiencies in ventilations system at Sutterville.                       | \$306,364.10<br>In-Person<br>Instructional<br>Grant   |
| New Contract:<br><input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No |  |   |
| Johnson Controls, Inc.<br>R23-01796   | Metasys (HVAC Control Upgrade) Inc 1 Phase 2 at Various Schools: <b>Woodbine</b> . JCI will be removing, install and update building automation system to improve efficiencies in ventilations system at <b>Woodbine</b> .                     | \$307,705.57<br>In-Person<br>Instructional<br>Grant   |
| New Contract:<br><input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No |  |   |
| Johnson Controls, Inc.<br>R23-01797   | Metasys (HVAC Control Upgrade) Inc 1 Phase 2 at Various Schools: <b>Hiram Johnson HS</b> . JCI will be removing, install and update building automation system to improve efficiencies in ventilations system at <b>Hiram Johnson HS</b> .     | \$1,041,265.14<br>In-Person<br>Instructional<br>Grant |
| New Contract:<br><input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No |  |   |
| Johnson Controls, Inc.<br>R23-01798   | Metasys (HVAC Control Upgrade) Inc 1 Phase 2 at Various Schools: <b>John F. Kennedy HS</b> . JCI will be removing, install and update building automation system to improve efficiencies in ventilations system at <b>John F. Kennedy HS</b> . | \$1,335,524.72<br>In-Person<br>Instructional<br>Grant |
| New Contract:<br><input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No |  |   |
| Johnson Controls, Inc.<br>R23-01799   | Metasys (HVAC Control Upgrade) Inc 1 Phase 2 at Various Schools: <b>Luther Burbank HS</b> . JCI will be removing, install and update building automation system to improve efficiencies in ventilations system at <b>Luther Burbank HS</b> .   | \$1,752,741.27<br>In-Person<br>Instructional<br>Grant |
| New Contract:<br><input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No |  |   |

|   |  |   |
|---|--|---|
| Johnson Controls, Inc.<br>R23-01800     | Metasys (HVAC Control Upgrade) Inc 1 Phase 2 at Various Schools: <b>Capital City</b> . JCI will be removing, install and update building automation system to improve efficiencies in ventilations system at <b>Capital City</b> . | \$191,699.76<br>In-Person<br>Instructional<br>Grant |
| New Contract:                           |  |   |
| <input checked="" type="checkbox"/> Yes |  |   |
| <input type="checkbox"/> No             |  |   |

**RISK MANAGEMENT**

|  |  |  |
|--|--|--|
| Center for Collaborative Solution SA23-00332   | 10/14/22-2/28/24. CCS/CECHCR – Center for Collaborative Solutions – the CECHCR project – California Education Coalition for Health Care reform; Contract CECHCR PSA #08D-CYCS-2022.. | \$120,000<br>Self-Insurance/Dental Funds |
| New Contract:  |  |  |
| <input checked="" type="checkbox"/> Yes  |  |  |
| <input type="checkbox"/> No  |  |  |
| CECHCR shall initiate independent evaluation of costs, stability and quality of SCUSDs current employer-sponsored Health, Dental, vision and Life Insurance Program; Evaluate options of current plan benefits with all proposed RFP options; and work with labor partners as needed to educate, answer questions and discuss issues and options related to potential implement of various health plans. |  |  |

**CHARLES A. JONES SKILL CENTER**

|   |   |   |
|---|---|---|
| CA Fire Fighter Joint Apprenticeship SA23-00273 | Apprenticeship program for related and supplemental instruction (RSI) to California Fire Fighters at Charles A. Jones Career and Education Center for the 2022-2023 school year per agreement dated July 1, 2022. | \$634,713.66<br>CAJ-CAL Fire Apprenticeship Funds |
| New Contract:                                   |   |   |
| <input checked="" type="checkbox"/> Yes         |   |   |
| <input type="checkbox"/> No                     |   |   |

**SPECIAL EDUCATION**

|   |   |  |
|---|---|--|
| Speech Pathology Group Inc. SA23-00226  | 7/1/22 – 6/30/23 Special education teachers requested by the Special Education Department to provide services for the Fall / Spring 2022-2023 school year; which entails assistance and support by helping SCUSD with procedures and forms, answering questions related to federal/state regulations and eligibility criteria, providing intervention suggestions and helping to resolve site related issues. | \$579,968<br>Special Education Funds     |
| New Contract:                           |   |  |
| <input checked="" type="checkbox"/> Yes |   |  |
| <input type="checkbox"/> No             |   |  |
|   |   | \$579,968<br>Special Ed-IDEA Basic Funds |
|   |   | \$1,159,936<br>Total                     |

## Unrestricted Funds

| <u>Contractor</u>   | <u>Description</u>  | <u>Amount</u>                    |
|---|---|----------------------------------|
| <b><u>COLLEGE &amp; CAREER READINESS</u></b>  |   |                                  |
| Linked Learning Alliance<br>SA23-00106  | 8/1/22 – 6/30/23: Linked Learning Alliance will partner with the District in mapping the District’s existing assets related to pathways, academies and college and career readiness. Insights gleaned from the asset mapping process will inform recommendations for ensuring system-wide implementation of high-quality and impactful pathways and college and career experiences that inspire students and help them gain the academic and job skills to flourish in the future economy. In addition, Contractor will facilitate a monthly site leader community of practice to build the capacity of site leaders to improve their pathways and college and career readiness in their specific context and school. | \$128,500<br>CTE Incentive Grant |
| New Contract:<br><input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No |   |                                  |

### **STATE & FEDERAL PROGRAMS**

|   |   |  |
|---|---|--|
| Vision 2000<br>SA23-00299   | 8/1/22 - 6/30/23: Ratification is requested for agreement and amendment to develop, administer, maintain and sustain the tutoring/intervention program under ESSA/ESEA to eligible private school students during the 2022-23 school year. Through this agreement, Vision 2000 works collaboratively with the District to develop, support, coordinate, and implement the Vision 2000 Student Support Program. This collaboration is designed to assist academically low performing, eligible students who live in District Title I funded school attendance areas with literacy and numeracy development services designed to support increased academic achievement and provide opportunities for parents to actively participate in their children’s education. Increase is necessary because eligible private schools have allocated a higher share of their Title I budgets to tutoring services. This is the fourth year Vision 2000 has served as a third party provider for the non-profit private school equitable services program. In this role, they have provided excellent service and have shown a dedication to ensuring that all students receive quality academic supports and interventions. | Original Amount:<br>\$70,000<br><br>Increase:<br>\$130,000<br><br>New Total:<br>\$200,000<br>Title I Funds |
| New Contract:<br><input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No |   |  |

### **ACADEMIC OFFICE**

|   |  |   |
|---|--|---|
| Solution Tree<br>SA23-00083   | Ratification is requested for amendment to agreement for 3-year plan to purchase Solution Tree products and services.  | Original amount:<br>\$667,600   |
| New Contract:<br><input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No | SCUSD will purchase Solution Tree products and services (“Services”) centered around PLC at Work® (“PLC at Work®”) and project administration services (“Project Administration Services”). Year 1 for 2022-2023 will be serving H.W. Harkness and Elder Creek | Increase:<br>\$10,000<br><br>New Total:<br>\$677,600<br>General Funds |

Solution Tree will match each School with a certified PLC at Work® Associate (“Coach”) who will coordinate the Services for the assigned School. Solution Tree will

assign a Project Lead ("Project Lead") to oversee the Coaches, and a Project Administrator to coordinate the internal Solution Tree team, the Project Lead, and Coaches. This Project Administration Team will monitor, assess, and report on the School Services and will provide periodic feedback to SCUSD.

|  |  |  |
|--|--|--|
| <p>United College Action Network (U-CAN)<br/>SA23-00260</p> <p>New Contract:<br/> <input checked="" type="checkbox"/> Yes<br/> <input type="checkbox"/> No</p> | <p>Implement the college admission preparation program designed to support high school students on a successful path to career and college attainment and graduation by assisting students individually and in small groups. Program will provide direct college and career support services to all interested and/or referred students at the following sites during the 2022-2023 school year: C.K. McClatchy, Hiram Johnson, John F. Kennedy, Luther Burbank, Rosemont and West Campus.</p> | <p>\$96,000<br/>General Funds</p> <p>\$64,000<br/>LCFF Funds</p> <p>Total:<br/>\$160,000</p> |
|--|--|--|

**LEGAL DEPARTMENT**

|  |   |                                    |
|--|---|------------------------------------|
| <p>Law Office of Raoul Bozio<br/>SA23-00298</p> <p>New Contract:<br/> <input checked="" type="checkbox"/> Yes<br/> <input type="checkbox"/> No</p> | <p>Provide legal counsel with respect to matters District specifically refers to attorney, legal services reasonably required to represent District in such matters as may arise through the course of the school year; take reasonable steps to keep District informed of significant developments and respond to District's inquiries regarding those matters per agreement dated September 28, 2022 to June 30, 2023..</p> | <p>\$100,000<br/>General Funds</p> |
|--|---|------------------------------------|

## APPROVAL OF DECLARED SURPLUS MATERIALS AND EQUIPMENT

| SITE/DEPT  | ITEM   |
|--|--|
| Albert Einstein MS,<br>Washington Elementary   | <p><b>BACKGROUND:</b> The Education Code regulates the procedures by which a school district can dispose of personal property. Education Code section 17546 provides that the governing board may, by unanimous vote, dispose of items valued at \$2,500 or less by private sale without advertising, by selling the items at public auction, or if the board finds that the property is of insufficient value to defray the costs of arranging a sale, the property may be donated to a charitable organization deemed appropriate by the board, or it may be disposed of in the local public dump. The District has held previous auctions, but they have generally cost more than they have netted for the District.</p> <p><b>STATUS:</b> The District has determined these items are not repairable nor usable.</p> <p><b>RECOMMENDATION:</b> It is recommended that the Board of Education approve the salvage of the listed items per Education Code section 17546.</p> |
| Items  |  |
| Computers (22 each)<br>Chromebooks (342 each)<br>Macbooks (6 each)<br>Printers (2 each)<br>Cameras (2 each)<br>Overhead Projectors (4 each)<br>Apple Air Capsules (29 each)<br>Misc. (1) |  |
| TOTAL VALUE  |  |
| \$0.00   |  |
| DISPOSAL METHOD  |  |

### RECOMMENDED BID AWARDS – FACILITIES PROJECTS

Bid No.                                    0520-442, Hiram Johnson HS Baseball/Softball/Golf Facility

Bids Received:                        October 18, 2022

Recommendation:                    Award to AM Stephens Construction Company, Inc.

Funding Source:                        Measure H

| <b>BIDDER</b>            | <b>BIDDER LOCATION</b> | <b>AMOUNT</b> |
|--------------------------|------------------------|---------------|
| AM Stephens Const Co     | Lodi, CA               | \$7,024,151   |
| DL Falk Const            | Hayward, CA            | \$7,464,000   |
| Goodland Landscape Const | Tracy, CA              | \$7,778,000   |
| Bothman Construction     | Fair Oaks, CA          | \$7,937,861   |
| CWS Const Group          | Novato, CA             | \$8,852,050   |

## **CHANGE NOTICES – FACILITIES PROJECTS**

The following change notice is submitted for approval.

**Project:** Hiram Johnson Stadium

**Recommendation:** Amendment No. 1 increase original agreement amount from \$57,215 to a new not to exceed basis up to a maximum of \$114,365 to Innovative Construction Services. The original scope of services was for the lighting project only to be completed August 2022. Scope was added to include bleachers and two (2) concession / restroom buildings. The current schedule shows substantial completion tentative February 2023; with close-out April 2023.

**Amount/Funding:** \$57,150; Measure R Funds

## **NOTICES OF COMPLETION – FACILITIES PROJECTS**

Contract work is complete and Notices of Completion may be executed.

| <b>Contractor</b> | <b>Project</b>                         | <b>Completion Date</b> |
|-------------------|--|------------------------|
| Pro Flooring      | Albert Einstein Gym Floor Water Damage | 9/30/22                |

## **GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS – REVENUE**

### **DEPUTY SUPERINTENDENT/CHILD DEVELOPMENT**

|                   |   |     |
|-------------------|---|-----|
| SETA – Head Start | Agreement No. 21C5551S0ARP-CR. Approve budget modification within current year – Head Start COVID Relief Stipend (Resource 5245). No cost to District | \$0 |
| SETA – Head Start | Approve Head Start main grant carryover from program year 1 & 2 to current year 3. No cost to District  | \$0 |

**AGREEMENT FOR SERVICES**  
**Between**  
**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**  
**Youth Development Support Services Department**  
**and**  
**YMCA of Superior California**

The Sacramento City Unified School District (“District” or “SCUSD”) and the YMCA of Superior California (“YMCA”) collectively hereinafter referred to as “the Parties” and individually hereinafter referred to as “the Party” hereby enter into this Agreement for program services (“Agreement”) effective on September 26, 2022 (“Effective Date”) with respect to the following recitals:

**RECITALS**

WHEREAS, the District desires to engage YMCA of Superior California to develop, maintain and sustain programs that offer support services to **Leataata Floyd Elementary** school and recreational activities supporting the Expanded Learning program at the above-mentioned school during the 2022-2023 school year. This collaboration is designed to provide students opportunities to expand learning, promote academic achievement, assist children and adults from low-income families to achieve challenging state content standards, provide opportunities for parents to actively participate in their children’s education, provide safe, supervised, and high-quality expanded learning care for students.

**All YMCA employees who will be working with students must abide by all local, California, and federal applicable law, including FERPA, 20 U.S.C. 1232g, and Ed. Code section 49060 et seq., which limits personally identifiable student records without parental consent with limited exceptions. All employees who will be working with students in-person or virtually must undergo a criminal background investigation by SCUSD.**

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

**A. Roles and Responsibilities.**

- i. YMCA shall adhere to scope of services outlined in SCUSD Contract: Terms and Conditions; Attachment A, Scope of Services; Attachment B, Expanded Learning Program Expectations; and all expectations outlined in the SCUSD Expanded Learning Program Manual (located on SCUSD Youth Development Website); <https://www.youthdevelopmentscusd.org/copy-of-after-school>
- ii. District shall adhere to scope of services outlined in Attachment A. District shall provide funding pursuant to Paragraph B directly below. District shall provide and coordinate space and location of all District-sponsored expanded learning professional development, meetings, and trainings. District shall coordinate the convening of all contractors to facilitate program planning and modifications as reasonably practicable.
- iii. District’s obligation to proceed with the services is conditioned upon the appropriation of state, federal and other sources of funds not controlled by District. District will have the right to terminate the Agreement without damage, penalty, cost or further obligation in the event that through no action or inaction on the part of District, the funding is withdrawn.

District may, by written notice stating the extent and effective date thereof terminate the Agreement for convenience in whole or in part, at any time with 30 days' notice. District will pay Contractor as full compensation the pro rata Agreement price for performance through the date of termination.

B. Payment. For provision of services pursuant to this Agreement, District shall pay YMCA for direct services not to exceed **\$341,316.40**, to be made in installments upon receipt of properly submitted invoices.

Breakdown:

| School Name/Program                     | Total Contract Amount | Funding Sources and the Amount                     | Number of Students to be Served<br>149 Attendance Days                    |
|---|-----------------------|--|---|
| Leataata Floyd Elementary After School  | \$311,648.40          | ASES, 21 <sup>st</sup> Century CLC grant and ELO-P | 166   |
| Leataata Floyd Elementary Before School | \$19,668.00           | 21 <sup>st</sup> Century CLC                       | 20  |
| Start Up Cost                           | \$10,000.00           | ELOP   | Hiring, Training, Supplies such as laptop, printer, sports equipment etc. |
| <b>Total</b>                            | <b>\$341,316.40</b>   |  |   |

\*Start Up costs are added as agency is new to the school site and is taking over mid-year. YMCA will take over the program from October 17, 2022.

**Funding Distribution:**

ASES = \$107,011.65

21<sup>st</sup> Century CLC =\$148,869.43

ELO-P = \$85,435.32

The final installment shall not be invoiced by YMCA or due until completion of all obligations pursuant to this Agreement. For provisions of services pursuant to this Agreement, YMCA shall provide documentation of **\$16,051.75** as in-kind match (15% of the ASES contract amount) to the District.

C. Independent Contractor. While engaged in providing the services in this Agreement, and otherwise performing as set forth in this Agreement, YMCA and each of YMCA employees, is an independent contractor, and not an officer, employee, agent, partner, or joint venturer of the District.

D. Insurance Requirements. Prior to commencement of services and during the life of this Agreement, YMCA shall provide the District with a copy of its certificates of insurance evidencing its comprehensive general liability insurance, employment practices liability insurance, and directors and officers coverages in sums of not less than \$1,000,000 per occurrence. YMCA will also provide a written endorsement to such policies-naming District as an additional insured and such endorsement shall also state, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory."

E. Fingerprinting Requirements. As required by SCUSD, all individuals that come into contact with SCUSD students must undergo a criminal background investigation by SCUSD. YMCA agrees that any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth



in the California Education Code. The agency will be notified upon clearance. Upon receipt of a subsequent arrest notification from DOJ, SCUSD shall within 48 hours notify YMCA of such a subsequent arrest notification. If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, YMCA agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.

YMCA further agrees and certifies that any employee providing services directly to any student(s) of SCUSD whether qualifying as a Mandated Reporter as defined by California Penal Code §11165.7(a), or not, shall be provided annual training on child abuse and mandated reporting of child abuse or neglect utilizing an evidence-based training method which includes training on how to recognize conduct of adults which may trigger reasonable suspicion of abuse of children, i.e., “red-flag” or “grooming” behaviors.

Failure to adhere to the terms of this provision is grounds for termination of the Agreement

F. Confidential Records and Data. Each Party shall not disclose confidential records received from the other Party, including student records pursuant to FERPA, 20 U.S.C. § 1232g, *et seq.*, and California Education Code Section 49060, *et seq.* YMCA shall maintain the confidentiality of student or pupil records and shall not disclose such records to any third parties without the express written approval of the District. In the event a Party receives a request for disclosure of such confidential records, whether under the California Public Records Act, a duly-issued subpoena, or otherwise, said Party shall tender the request to the other Party who shall be responsible for addressing said request, including the defense of its claim of confidentiality. The Party asserting its claim of confidentiality shall hold harmless and defend the Party receiving such request from any liability, claim, loss, cost, attorney’s fees and damages, as adjudged by a court of competent jurisdiction, arising out of a refusal to disclose such confidential records.

G. Period of Agreement. The term of this Agreement shall be from October 1, 2022 through June 30, 2023. This Agreement may be terminated by either Party at any time, for any reason, with or without cause, by providing at least thirty (30) days written notice.

The District may terminate this Contract with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Agreement by YMCA ; (b) any act by YMCA exposing the District to liability to others for personal injury or property damage; or (c) YMCA is adjudged as bankrupt; YMCA makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the YMCA 's insolvency.

Ten (10) calendar days after service of such notice, the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, or this Agreement shall cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District. Written notice by the District shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

H. Indemnity. The Parties understand and agree that certain rights and obligations are governed by California Education Code section 38134(i), which states:

Any school district authorizing the use of school facilities or grounds under subdivision (a) shall be liable for any injuries resulting from the negligence of the district in the ownership and maintenance of those facilities or grounds. Any group using school facilities or grounds under subdivision (a) shall be liable for any injuries resulting from the negligence of that group during the use of those facilities or grounds. The district and the group shall each bear the costs of defending itself against claims arising from those risks. Notwithstanding any provision of law, this subdivision shall not be waived. Nothing in this subdivision shall be construed to limit or affect the immunity or liability of a school district under Division 3.6 (commencing with Section 810) of title 1 of the government Code, for injuries caused by a dangerous condition of public property.

Accordingly, YMCA agrees to indemnify and hold harmless the District and its successors, assigns, trustees, officers, employees, staff, agents and students from and against all actions, causes of action, claims and demands whatsoever, and from all costs, damages, expenses, charges, debts and liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, willful misconduct, negligence, injury or other causes of action or liability proximately caused by YMCA and/or its successors, assigns, directors, employees, officers, and agents related this Agreement. YMCA has no obligation under this Agreement to indemnify and hold harmless the District and is not liable for any actions, causes of action, claims and demands whatsoever, and for any costs, damages, expenses, charges, debts or other liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, negligence, injury or other causes of action or liability proximately caused by the District and/or its successors, assigns, trustees, officers, employees, staff, agents or students. The Parties expressly agree that the indemnity obligation set forth in this Agreement shall remain in full force and effect during the term of this Agreement. The Parties further agree that said indemnity obligations shall survive the termination of this Agreement for any actual or alleged act, omission, negligence, injury or other causes of action or liability that occurred during the term of this Agreement.

I. Use of Facilities. Neither YMCA, nor its employees, agents, guests nor invitees are authorized to use any other real property or physical improvements to real property, other than the facilities covered by this Agreement. YMCA's use of the District's facilities shall not interfere with the District's ability to carry on educational activities, interfere with the District's ability to carry on recreational activities, or interfere with other potential users' authorized right to use District property. At all times, YMCA shall comply with the District's rules, regulations, and policies, copies of which are deemed to have been provided to YMCA prior to the execution of this Agreement. YMCA is responsible for ensuring that its Directors, Officers, agents, employees, contractors, guests, invitees, and participants, as well as any other individual who may attend or view the contemplated activities at the sites, comply with these requirements. YMCA shall ensure that the District's property is not altered, modified, or changed in any manner absent the District's express prior and written consent. Failure to comply with these obligations shall, at the discretion of the District, be a basis to immediately terminate this Agreement. YMCA waives any claim against the District for damages relating to its use of the facilities, including, but not limited to, theft or destruction of the User's property.

J. Nondiscrimination. It is the policy of the District that in connection with all services performed under contract, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, handicap, religious creed, sex, gender identity, sexual orientation, age or marital status. YMCA agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.

K. Severability. If any provisions of this Agreement are held to be contrary to law by final legislative act or a court of competent jurisdiction inclusive of appeals, if any, such provisions will not

be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

L. Applicable Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any action is instituted to enforce or interpret this Agreement, venue shall only be in the appropriate state or federal court having venue over matters arising in Sacramento County, California, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

M. Assignment. This Agreement is made by and between YMCA and the District and any attempted assignment by them, their successors or assigns shall be void unless approved in writing by the Parties.

N. Entire Agreement. This Agreement constitutes the entire agreement between YMCA and the District with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever, with respect to the same subject matter unless expressly included in this Agreement. The Parties hereby waive the presumption that any ambiguities in a contract are read against the drafter of same. The Parties further agree and represent that each of them are the drafters of every part of this Agreement.

O. Amendments. The terms of this Agreement shall not be amended in any manner except by written agreement signed by the Parties.

P. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures of the Parties may appear on separate signature pages. Facsimile or photocopy signatures shall be deemed original signatures for all purposes.

Q. Authority. Each party represents that they have the authority to enter into this Agreement and that the undersigned are authorized to execute this Agreement.

R. Approval/Ratification by Board of Education. To the extent the Agreement exceeds an expenditure above the amount specified in Education Code section 17605, this Agreement, as to any such exceeded amount, is not enforceable and is invalid unless and until the exceeded amount is approved and/or ratified by the governing board of the Sacramento City Unified School District, as evidenced by a motion of said board duly passed and adopted.



IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed.

**DISTRICT:**

By: \_\_\_\_\_  
Rose Ramos  
Chief Business Officer  
Sacramento City Unified School District

\_\_\_\_\_ Date

AGENCY NAME: YMCA OF SUPERIOR CALIFORNIA

By: Sharna Braucks  
Authorized Signature

Oct 3, 2022  
Date

Print Name: Sharna Braucks

Title: President - CEO

Agency's Public Phone Number: \_\_\_\_\_

Email Address: sbraucks@ymcasuperiorcal.org

DISTRICT shall:

1. Provide support for program evaluation.
2. Recognize in all sponsored events and on brochures, flyers, and promotional materials as appropriate.
3. Provide a district Expanded Learning Specialist for each school that will provide the support and guidance needed to operate the Expanded Learning program.
4. Meet monthly with the Program Managers to identify program needs, assistance, and successes.
5. Designate a school staff contact person to work directly with the Program Manager for program planning, assistance in hiring staff and to address any implementation issues.
6. Help train program staff and volunteers on school procedures and the education/curriculum materials being used at the school that should be integrated into the program.
7. Help recruit students into the program and provide the program access to parents of participating students.
8. Help provide parents/students forums to obtain feedback on the program, what is working and what new services/program elements need to be added or modified.
9. Provide space for the program to operate, including office space for the Program, classroom space for classes and activities, and storage space for program supplies/materials.
10. Provide Expanded Learning snack/supper that is consistent with requirements of the USDA.
11. Help coordinate custodial and storage needs of the program.
12. Meet regularly with the District contact person, YMCA site liaison and site administrator to identify program needs, successes and assistance.
13. Provide a "Mid-Year" Partnership Report addressing strengths and areas for improvement for future partnership.

YMCA of Superior California shall:

1. Provide Expanded Learning services according to Expanded Learning Opportunities Program, ASES and 21<sup>st</sup> Century Community Learning Centers grant guidelines.
2. The program will establish minimum qualifications for each staff position that at a minimum, ensure that all staff members who directly supervise pupils meet the minimum qualifications for an instructional aide, pursuant to the policies of Sacramento City Unified School District.
3. Work collaboratively with the District and the school to create a comprehensive program plan for the Expanded Learning program. YMCA will share the program plan with all stakeholders including school site administrators.
4. Follow the Expanded Learning Procedural Manual. Program Managers will be required to read the program manual and provide their signatures verifying that they understand the content of the manual.
5. All Expanded Learning staff is required to read District's *Return to Health* plan (including appendixes) posted on District's website and follow the instructions written in the plan. <https://returntogether.scusd.edu/return-health>
6. Provide an "End of Year" Report on status of all outcomes and objectives.
7. Maintain and provide to the District monthly attendance and program activities records.
8. Comply with requirements of the USDA related to administration and operation of Expanded Learning snack and other District-sponsored nutrition programs including SCUSD's Wellness Policy.

9. Per District policies and protocol, agency staff will administer required medications prescribed by a student's health care provider/doctor.
10. Supply the staff with materials, supervision and volunteer recruitment for designated school sites. It is expected that all staff are available three days prior to the beginning of the program, one day after the last day of the program and three days for training.
11. Develop special activities and field trips for the sites individually and collectively.
12. Attend and provide monthly reports at designed meetings, monthly YMCA meetings, monthly YMCA Program Managers meetings, as well as other planning meetings as necessary.
13. Work collaboratively with the other outside YMCA contracted by the District to provide after school services at school sites as permitted under the District's policies and applicable local, state, and federal law.
14. Communicate progress of project/partnership development on a timely and consistent manner to the District.
15. Communicate new partnership opportunities with the District.
16. Advertise, when possible, project/partnership in newspaper, events, press releases, *etc.* with the prior approval of the District.
17. Provide at least one full time Program Manager/per site that is employed until the termination of this Agreement. Program Manager is expected to be at the site for 35+ hours each week and all after school instructional aides should be at the site for a minimum of 25 hours per week. All before school instructional aide should be at the site for 15 hours per week.
18. Provide sufficient staffing to maintain a 20:1 student/staff ratio in grades 1 – 6 classes, and 10 to 1 ratio in TK and K classrooms. YMCA will provide reports and updates to the District regarding the number of staff, salaries and hours of employment at each of their contracted site upon request.
19. Utilize the Youth Development Support Services Quality Assurance tool, or a Self-Assessment Tool for Expanded Learning programs as the monitoring and evaluation device on a monthly basis.
20. Provide annual in-kind support and direct services that equates to approximately 15% of total ASES amount and such financial support to be itemized and reported bi-annually to the District.
21. Meeting with the Program Manager and District contact person to identify program needs, successes and areas for assistance.
22. Act as liaison with parents in supporting family engagement.
23. Other areas as agreed upon by the Parties.

### **District Expectations for Expanded Learning Programs:**

The following guidelines are set forth to establish clear communication between the District staff and contracted Expanded Learning Programming YMCA regarding District expectations.

1. YMCA and their staff will adopt and work within the social justice youth development framework as they operate District programs. This may include:
  - a. Creating opportunities for youth-led activities and service learning
  - b. Involving youth in the decision-making process when appropriate
  - c. Encouraging youth civic engagement
  - d. Incorporating social emotional learning and restorative practices
2. YMCA and their staff will be knowledgeable of and adhere to the regulations established in the Expanded Learning manual, including, but not limited to:
  - a. Requirements for Safety
  - b. Training on Child Sexual Abuse to all agency staff
  - c. Communication Protocol
  - d. Medical Protocol
  - e. District Disciplinary Protocol
  - f. SCUSD Wellness Policy
  - g. Cell phone policy, Dress Code
  - h. Volunteer Process – Policies, Procedures, Protocols. Agency is required to follow the guidelines set forth in District’s Volunteer Protocol.
3. YMCA will maintain an environment that is physically and emotionally safe for children/youth and staff at all times during District Learning. This includes:
  - a. Adequate supervision that includes keeping students within the visual line of sight for staff (age appropriate) at all times - excluding restroom breaks.
  - b. Clear, positively stated program rules and expectations.
  - c. Engage in active supervision at all times including moving through program space, scanning environment and interacting with students to help prevent incidents from occurring.
  - d. Follow all field trip policies and procedures
4. Area representatives, YMCA and their staff will communicate effectively and regularly with each other and maintain accurate contact information. This means:
  - a. Checking and answering e-mails and phone message daily
  - b. Incidents, issues and concerns will be communicated to the district within 24 hours
  - c. Regular and clear communication with parents via newsletters, phone calls, e-mails etc.
  - d. Checking district (Outlook) email regularly
  - e. Entering attendance daily in *Infinite Campus*
5. Program staff will conduct themselves in a professional manner at all times by being:



- a. Easily identifiable to parents and school staff by wearing badges in plain view while on duty
  - b. Prepared and ready at least 30 minutes prior to start of programming
  - c. Regularly assess student interest via student surveys, classroom discussions, suggestion boxes etc., and make adjustments when necessary to ensure continued student engagement
6. In order to support academic achievement, YMCA /staff should:
- a. Have a general knowledge of the academic standing of their students in their program
  - b. Align Expanded Learning programs to the regular school day
  - c. **Each program site will have their own program plan based on the needs of their students**
  - d. Meet with administrators and teachers regularly. Maintain regular communication with site administrator or site designee
  - e. Be a part of the school community. Participate in staff meetings, school site council, school events such as Back to School Night, Open House etc.
  - f. A representative from each provider agency should serve on at least one school site committee such as the School Site Council, Safety Committee etc.
7. Review the School Accountability Report Card for your school site. This information is posted at <https://www.scusd.edu/post/2019-2020-school-accountability-report-cards>
8. Program Managers will perform on-going program observations utilizing the Expanded Learning Walk-Thru form in order to provide feedback to their staff.
9. All 21<sup>st</sup> Century Learning Centers/ASSETs programs must assess the need for family literacy services among adult family members of students served by the program. Based on that need, all programs must, at a minimum, either refer families to existing services or coordinate with Youth Development Support Services to deliver literacy and educational development services.
10. Area representatives will evaluate Expanded Learning programming based on student participation, adherence to the above-mentioned guidelines, and on the analysis of the various assessment tools.
11. Agencies will participate in the SCUSD end of year youth voice survey with at least at 85% response rate.
12. Program managers and instructional aids will participate in district offered professional development.
13. Agency will include information about sexual harassment and child sexual abuse prevention (including identifying grooming behaviors) in all new employee orientations as required under applicable state and federal law.



## COVID-19 Addendum

In further consideration for this Agreement, YMCA enters this COVID-19 Addendum as YMCA will be providing services at the school sites:

1. YMCA agrees to strictly follow all currently applicable federal, state, county, city and/or district rules regarding protection from the COVID-19. Such guidelines may be found at:
  - a. <https://www.cdc.gov/coronavirus/2019-ncov/index.html>
  - b. <https://covid19.ca.gov/>
  - c. <https://www.saccounty.net/COVID-19/Pages/default.aspx>
  - d. <https://www.cityofsacramento.org/Emergency-Management/COVID19>
  - e. [https://www.scusd.edu/sites/main/files/file-attachments/mitigation\\_guidelines.pdf](https://www.scusd.edu/sites/main/files/file-attachments/mitigation_guidelines.pdf)
  - f. <https://returntogether.scusd.edu/return-health>
2. YMCA agrees to strictly follow all currently applicable federal, state, county, city and/or district rules regarding reopening guidelines for child care providers. Such guidelines may be found at:
  - a. <https://www.saccounty.net/COVID-19/Documents/SCPH%20COVID-19%20Reopening%20guidelines%20for%20Child%20Care%20final.pdf>
3. School Administration and plant manager need to be aware of the staff and all the activities.
4. YMCA will provide training to their staff on COVID-19 mitigation measures and how to remain safe at all times.
5. Agency staff will only be at the sites during the hours agreed upon with the site administration.
6. Agency staff are required to follow all District protocols while on-site at this time, including, but not limited to maintaining proper physical distancing, wearing a mask while inside district's facilities, partaking in the health screening, washing their hands properly etc.
7. The District reserves the right to stop the use of its facilities if it observes violation of the COVID-19 rules.

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

Name and Title: \_\_\_\_\_

Address: \_\_\_\_\_

Work Phone: \_\_\_\_\_

Other Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

**AGREEMENT FOR SERVICES**  
**Between**  
**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**  
**Foster Youth Services Department (FYS)**  
**And**  
**TUTOR ME LA, LLC**

The Sacramento City Unified School District (“District”) and Tutor Me LA, LLC (“Provider”) collectively hereinafter referred to as “the Parties” hereby enter into this Agreement for program services (“Agreement”) effective on **July 1, 2022** (“Effective Date”) with respect to the following recitals:

**RECITALS**

WHEREAS, the District desires to engage the Provider to develop, maintain and sustain programs that offer academic tutoring and homework support to **eligible foster and homeless youth students within their home, by virtual means (i.e Zoom), at a school site and/or community space (i.e. library or community center)**

WHEREAS, the Provider is specially trained, experienced and competent to perform the services requested by the District and will work collaboratively to develop, coordinate and implement the tutoring support program at the above students during the 2022/23 school year.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

- i. Provider shall provide academic tutoring sessions and/or homework support to foster youth students currently enrolled in a District elementary, middle or high school. Provider shall also adhere to Scope of Services in Attachment A;
- ii. District shall adhere to scope of service outlined in Attachment A. District shall provide and coordinate space and location of all District- sponsored expanded learning professional development, meetings, and trainings. District shall coordinate the convening of all Provider’s tutoring staff to facilitate program planning and modifications.

B. Payment. For provision of services pursuant to this Agreement, District shall pay the Provider \$65.00 per hour per student for direct services upon receipt of properly submitted invoices. Total payments to Contractor shall not exceed **\$200,000.00**.

C. Period of Agreement. The term of this Agreement shall be from July 1, 2022 – June 30, 2023.

D. Independent Contractor. While engaged in providing the services in this Agreement, and otherwise performing as set forth in this Agreement, Provider and each of its employees, is an independent contractor and not an officer, employee, agent, partner, or joint venture of the District.

E. Insurance Requirements. Prior to commencement of services and during the life of this Agreement, the Provider shall provide the District with a copy of its certificates of insurance evidencing its comprehensive general liability insurance, employment practices liability insurance, and directors and officers coverage in sums of not less than \$1,000,000 per occurrence. The Provider will also provide a written endorsement to such policies-naming District as an additional insured and

such endorsement shall also state, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory."

F. Fingerprinting Requirements. Contractor agrees that any employee it assigns to provide services directly to, or have any contact with, pupil(s) of the District, shall be subject to the fingerprinting/background and TB requirements set forth in the California Education Code. Any employee that Contractor assigns to provide services directly to, or have any contact with, pupil(s) of the District shall have undergone the background check required in §45125(b)&(c), including response by DOJ, before any service or contact with pupil(s) of the District is allowed.

Pursuant to Education Code §45125.1, Contractor shall provide a complete list to the District of all employees cleared by the DOJ who will provide services under this Agreement (or MOU) and shall certify in writing to the District that Contractor has no information that any of its employees who are required to have their fingerprints submitted to the Department of Justice (DOJ), and who may come in contact with pupils, have been convicted of a "violent or serious felony" as defined in §45122.1 or that they have been advised of any such arrest by the DOJ.

Contractor shall continuously monitor through DOJ, and obtain subsequent arrest notification from DOJ, regarding any individual whose fingerprints were submitted pursuant to §45125.1 and who is or will be providing service directly to, or has contact with, pupil(s) of the District. Upon receipt of a subsequent arrest notification from DOJ, Contractor shall, within 24 hours, notify the District of such arrest notification and prohibit the employee from having any further contact with any pupil(s) of the District until such time as the employee's arrest has been determined to not involve a "violent or serious felony" as defined in §45122.1 or the notification has been withdrawn by DOJ. If an employee is disqualified from working for the District pursuant to the requirements of the California Education Code, even if only temporarily, Contractor agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified.

Contractor further agrees and certifies that any employee providing services directly to any pupil(s) of the District whether qualifying as a Mandated Reporter as defined by California Penal Code §11165.7(a), or not, shall be provided annual training on child abuse and mandated reporting of child abuse or neglect utilizing an evidence-based training method which includes training on how to recognize conduct of adults which may trigger reasonable suspicion of abuse of children, i.e., "red-flag" or "grooming" behaviors.

Failure to adhere to the terms of this provision is grounds for termination of the Agreement (or MOU).

G. Vaccination requirements. As required by district and state public health order of August 11, 2021, all individuals serving in school settings must verify vaccine status. Individuals who are not fully vaccinated, or for whom vaccine status is unknown or documentation is not provided, are required to undergo diagnostic screening testing at least once weekly. Contractor agrees that any employee it provides to district shall be subject to the vaccination requirements set forth by the California Department of Public Health. Upon Contractor's receipt of vaccination documents, District will be notified. For individuals who are not fully vaccinated, or for whom vaccine status is unknown or documentation is not provided, Contractor agrees such individuals must undergo diagnostic screening testing at least once weekly and Contractor shall provide evidence of same to district on a weekly basis or as otherwise agreed upon by District and the Contractor. District shall provide contractor's employees opportunities to undergo diagnostic screening testing at least once weekly through its facilities.

Failure to adhere to the terms of this provision is grounds for termination of the agreement.

H. Confidential Records and Data. Each Party shall not disclose confidential records received from the other Party, including student records pursuant to FERPA, 20 U.S.C. § 1232g, *et seq.*, and California Education Code Section 49060, *et seq.* The Provider shall maintain the confidentiality of student or pupil records and shall not disclose such records to any third parties without the express written approval of the District. In the event a Party receives a request for disclosure of such confidential records, whether under the California Public Records Act, a duly-issued subpoena, or otherwise, said Party shall tender the request to the other Party who shall be responsible for addressing said request, including the defense of its claim of confidentiality. The Party asserting its claim of confidentiality shall hold harmless and defend the Party receiving such request from any liability, claim, loss, cost, attorney's fees and damages, as adjudged by a court of competent jurisdiction, arising out of a refusal to disclose such confidential records.

I. Data and Evaluation Requirements. The Provider shall share assessment data with the District as pursuant to scope of work. The provider shall share data and information collected via surveys and focus groups, and to collaborate with the district to standardize procedures and collection tools developed for evaluation/assessment purposes.

J. Termination. This Agreement may be terminated by either Party at any time, for any reason, with or without cause, by providing at least thirty (30) days written notice.

The District may terminate this Contract with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Contract by the Provider; (b) any act by the Provider exposing the District to liability to others for personal injury or property damage; or (c) the Provider is adjudged a bankrupt; Provider makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the Provider's insolvency.

Ten (10) calendar days after service of such notice, the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, or this Contract shall cease and terminate. In the event of such termination, the District may secure the required services from another Provider. If the cost to the District exceeds the cost of providing the service pursuant to this Contract, the excess cost shall be charged to and collected from the Provider. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District. Written notice by the District shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

K. Disclosure of Student Information. The Parties understand and agree that, in order for the Provider to effectively provide the Services as described herein, the Contractor may have access to and/or generate information that may be considered confidential student information, subject to the protections of the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g, 34 Code of Federal Regulations Part 99, and California Education Code sections 49060-49085.

Whereas parental consent is generally required in order for a school district to disclose confidential student information, an exception exists wherein a school district may disclose confidential student information to a contractor or consultant, such as the Provider, with a legitimate educational interest who has a formal written agreement or contract with the school district regarding the provision of outsourced institutional services or functions by the contractor or consultant. (Ed. Code, § 49076, sub. (a)(2)(G)(i).)

The Provider is considered a "school official" for purposes of 34 CFR §99.31(a)(1)(i) and Education Code section 49076, subdivision (a)(2)(G)(i). The Provider and/or its employees or subcontractors shall not disclose personally identifiable student information to any other party without the consent of the parent or adult student. The Contractor and/or its employees or subcontractors shall not use student

information for any other purpose than the scope of work described herein. The Contractor shall permit the District access to any relevant records for purposes of completing authorized audits.

L. Indemnity. The Provider agrees to indemnify and hold harmless the District and its successors, assigns, trustees, officers, employees, staff, agents and students from and against all actions, causes of action, claims and demands whatsoever, and from all costs, damages, expenses, charges, debts and liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, willful misconduct, negligence, injury or other causes of action or liability proximately caused by the Provider and/or its successors, assigns, directors, employees, officers, and agents related this Agreement. The Provider has no obligation under this Agreement to indemnify and hold harmless the District and is not liable for any actions, causes of action, claims and demands whatsoever, and for any costs, damages, expenses, charges, debts or other liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, negligence, injury or other causes of action or liability proximately caused by the District and/or its successors, assigns, trustees, officers, employees, staff, agents or students.

The parties expressly agree that the indemnity obligation set forth in this Agreement shall remain in full force and effect during the term of this Agreement. The parties further agree that said indemnity obligations shall survive the termination of this Agreement for any actual or alleged act, omission, negligence, injury or other causes of action or liability that occurred during the term of this Agreement.

M. Severability. If any provisions of this Agreement are held to be contrary to law by final legislative act or a court of competent jurisdiction inclusive of appeals, if any, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

N. Applicable Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any action is instituted to enforce or interpret this Agreement, venue shall only be in the appropriate state or federal court having venue over matters arising in Sacramento County, California, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

O. Assignment. This Agreement is made by and between the Provider and the District and any attempted assignment by them, their successors or assigns shall be void unless approved in writing by all parties.

P. Entire Agreement. This Agreement constitutes the entire agreement between the Provider and the District with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever, with respect to the same subject matter unless expressly included in this Agreement. The parties hereby waive the presumption that any ambiguities in a contract are read against the drafter of same. The parties further agree and represent that each of them are the drafters of every part of this Agreement.

Q. Amendments. The terms of this Agreement shall not be amended in any manner except by written agreement signed by the parties.

R. Execution In Counterparts. This Agreement may be executed in counterparts such that the signatures of the parties may appear on separate signature pages. Facsimile or photocopy signatures shall be deemed original signatures for all purposes.

S. Authority. Each party represents that they have the authority to enter into this Agreement and that the undersigned are authorized to execute this Agreement.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed.

**DISTRICT:**

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

Rose Ramos  
Chief Financial Officer  
Sacramento City Unified School District

\_\_\_\_\_  
Date

**TUTOR ME LA, LLC:**

By:           *Elliot Farahnik*          

Authorized Signature

9/15/2022

\_\_\_\_\_  
Date

Print Name: Elliot Farahnik

Title: Director

DISTRICT shall:

1. Provide evaluation and/or survey of projects as required.
2. Recognize in all sponsored events and on brochures, flyers, and promotional materials as appropriate.
3. Provide a district liaison for each school that will provide the support and guidance needed to operate the Expanded Learning program.
4. Meet monthly with the FYS Coordinator & Homeless Services Coordinator to identify program needs, assistance, and successes.
5. Help recruit students into the program and provide the program access to parents of participating students.
6. Help provide care providers/parents/students forums to obtain feedback on the program, what is working and what new services/program elements need to be added or modified.
7. Provide space for the program to operate.
8. Provide a “Mid-Year” Partnership Report addressing strengths and areas for improvement for future partnership.

Provider shall:

1. Provide a comprehensive academic support program to include at least 60 minutes of homework and/or tutoring assistance (includes all instructional days) from school closure until 6:00 PM at designated tutoring site (i.e. school, Zoom, community space)
2. Work closely with school sites and District to keep student enrollment and daily attendance as close to and within the agreed upon parameters as outlined in the agreement. Student days of attendance will be monitored by the Provider.
3. Work collaboratively with the District to create a comprehensive program plan for the academic support program plan. The plan will be shared out with stakeholders.
4. Provide an “End of Year” Report on status of all outcomes and objectives.
5. Maintain and provide to the District monthly attendance and program activities records.
6. Work collaboratively with the other outside service providers contracted by the District to provide after school services at school sites.
7. Communicate progress of project/partnership development on a timely and consistent manner to the District.
8. Meet with the FYS Coordinator and Homeless Coordinator to identify program needs, successes and areas for assistance
9. Communicate new partnership opportunities with the District.
10. Other areas as agreed upon by both parties.

Attendance Policy:

- 1 hour sessions 2-3 times per week (Elementary)
  - **Can be more depending on student’s needs. Will need to talk with FYS/Homeless Coordinator prior to adding additional hours**
- 1 ½ hour sessions s – 3 times per week (Secondary)
  - **Can be more depending on student’s needs. Will need to talk with FYS/Homeless Coordinator prior to adding additional hours**
- Individual and/or small group sessions (3 students max)
- At least 2 students must be present for sessions to occur
- If there is advance notice of absence ( $\geq 24$  hours), Tutor Me Education will not charge and can reschedule the session
- Tutoring services will be placed on hold should a student miss more than 4 sessions without advance notice. Tutor Me Education will notify FYS Coordinator or Homeless Coordinator to

determine next steps.



Attachment B – Program Deliverables

| Description of Service   | CONTRACTOR Deliverable(s)/Activities   | Timeframe      |
|--|--|----------------|
| <p><b>Program Planning:</b><br/>In collaboration with SCUSD, TME agrees to provide academic tutoring and/or homework support to foster youth students enrolled in a district elementary, middle or high school as outlined in the MOU including:</p> | <ul style="list-style-type: none"> <li>● Work with all eligible foster and homeless youth in the areas of Math and English Language Arts that are functioning at one or more years below grade level</li> <li>● Complete Pre, Mid and Post assessments on all participating students to show academic progress</li> <li>● Provide homework assistance and/or academic tutoring to middle school and high school foster youth</li> <li>● TME will track student outcomes in the areas of academic growth and attendance</li> <li>● Provide Year-End Report on program outcomes</li> <li>● Provide tutors to work both individually or in small groups not to exceed more than 3 students</li> </ul>   | On-going       |
| <p><b>Program Management &amp; Facilitation:</b><br/>TME will provide staff, coordination and programming across designated sites, and will also:</p>  | <p>TME Staff will:</p> <ul style="list-style-type: none"> <li>● Keep to 1:3 tutor to student ratio max</li> <li>● Report to SCUSD lead staff regarding progress on overall outcomes</li> <li>● Maintain and provide to the SCUSD lead staff timely attendance and program activities records</li> <li>● Complete all required reports</li> <li>● Provide a final report on the impact and overall outcomes of the program</li> <li>● Communicate regularly with SCUSD lead staff regarding project progress</li> <li>● Facilitate communication between parents of participants and TME regarding announcements and information that pertains to the program participants</li> <li>● Other deliverables as agreed upon by TME and the District</li> </ul>              | On-going       |
| <p><b>Program Planning Program; Management; Program Evaluation</b><br/>FYS will:</p>   | <ul style="list-style-type: none"> <li>● Train TME staff on SCUSD protocols, mission, vision, and structure</li> <li>● Provide After School Program Manager with TME contact information and programming details in order to facilitate ongoing communication</li> <li>● Provide Principal information about TME program scope and deliverables</li> <li>● Provide classroom space for the program at each designated site</li> <li>● Assist in recruiting participants for the program through school advertising and outreach</li> <li>● Assist in marketing &amp; sharing information about TME programming</li> <li>● Collect and share data per contract agreement to be included in evaluation reports, to the extent permitted by law and regulation</li> </ul> | September 2022 |

## COVID-19 Addendum

**In further consideration for this Agreement, Provider enters into this COVID-19 Addendum as Provider will be providing services at school sites:**

1. Provider agrees to strictly follow all currently applicable federal, state, county, city and/or district rules regarding protection from the COVID-19. Such guidelines may be found at:
  - a. <https://www.cdc.gov/coronavirus/2019-ncov/index.html>
  - b. <https://covid19.ca.gov/>
  - c. <https://www.saccounty.net/COVID-19/Pages/default.aspx>
  - d. <https://www.cityofsacramento.org/Emergency-Management/COVID19>
  - e. [https://www.scusd.edu/sites/main/files/file-attachments/mitigation\\_guidelines.p  
df](https://www.scusd.edu/sites/main/files/file-attachments/mitigation_guidelines.pdf)
  - f. <https://returntogether.scusd.edu/return-health>
2. Provider agrees to strictly follow all currently applicable federal, state, county, city and/or district rules regarding reopening guidelines for child care providers. Such guidelines may be found at:
  - a. <https://www.saccounty.net/COVID-19/Documents/SCPH%20COVID-19%20Reopening%20guidelines%20for%20Child%20Care%20final.pdf>
3. School Administration and plant manager need to be aware of the staff and all the activities.
4. Provider will provide training to their staff on COVID-19 mitigation measures and how to remain safe at all times.
5. Provider's staff will only be at the sites during the hours agreed upon with the site administration.
6. Provider's staff are required to follow all District protocols while on-site at this time, including, but not limited to maintaining proper physical distancing, wearing a mask while inside district's facilities, partaking in the health screening, washing their hands properly etc.
7. The District reserves the right to stop the use of its facilities if it observes violation of the COVID-19 rules.

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

Name and Title: Elliot Farahnik, Director

Address: 1093 Broxton Ave. #240 Los Angeles, CA 90024

Work Phone: 310-896-8625

Other Phone: \_\_\_\_\_

Email Address: Info@tutormeeducation.com



**Agreement for Architectural Services**

**between**

**Sacramento City Unified School District**

**and**

**California Design West Architects**

**Sequoia Restroom Replacement Project**

**Dated: November 4, 2022**

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## **AGREEMENT FOR ARCHITECTURAL SERVICES**

This Agreement for Architectural Services is made as of November 4, 2022, between the Sacramento City Unified School District, a California public school district ("District"), and California Design West Architects ("Architect") (collectively "Parties"), for the following project ("Project"):

Restroom Replacement project located at Sequoia Elementary, 3333 Rosemont Drive,  
Sacramento, CA 95826

For and in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

### **Article 1. Definitions**

- 1.1. In addition to the definitions above, the following definitions of words or phrases shall apply when used in this Agreement, including all Exhibits:
  - 1.1.1. **Agreement:** The Agreement consists exclusively of this document and all identified exhibits attached and incorporated by reference.
  - 1.1.2. **Architect:** The Architect identified in the first paragraph of this Agreement, including all Consultants to the Architect. The term Architect means the Design Professional in General Responsible Charge on this Project.
  - 1.1.3. **As-Built Drawings ("As-Builts"):** Any document prepared and submitted by District's Contractor(s) that details on a Conforming Set, the actual construction performed during the Project, including changes necessitated by Construction Change Documents and change orders, and detailed by the District's construction contractor(s) on a Conforming Set.
  - 1.1.4. **Bid Set:** The plans, drawings, and specifications at the end of the Construction Documents Phase that the Division of the State Architect ("DSA") has approved and that the District can use to go out to bid for construction of the Project.
  - 1.1.5. **Conforming Set:** The plans, drawings, and specifications at the end of the Bidding Phase that incorporate all addenda, if any, issued during the Bidding Phase. The Architect shall ensure that DSA has approved all revisions to the Bid Set that are incorporated onto the Conforming Set and for which DSA approval is required.

- 1.1.6. **Construction Budget**: The total amount of funds indicated by the District for the entire Project plus all other costs, including design, construction, administration, and financing.
- 1.1.7. **Construction Change Documents (“CCD”)**: The documentation of changes to the DSA-approved construction documents.
- 1.1.8. **Construction Cost Budget**: The total cost to District of all elements of the Project designed or specified by the Architect, as adjusted at the end of each design phase in accordance with this Agreement. The Construction Cost Budget does not include the compensation of the Architect and the Architect’s Consultants, the cost of land, rights-of-way, financing or other costs which are the responsibility of the District, including construction management.
- 1.1.9. **Construction Manager**: The District’s representative on the Project if the District retains a construction manager, project manager, or owner’s representative.
- 1.1.10. **Contractor**: One or more licensed contractors under contract with the District for construction of all or a portion of the Project.
- 1.1.11. **Consultant(s)**: Any and all consultant(s), sub-consultant(s), subcontractor(s), or agent(s) to the Architect.
- 1.1.12. **District**: The Sacramento City Unified School District.
- 1.1.13. **DSA**: The Division of the State Architect.
- 1.1.14. **Extra Services**: District-authorized services outside of the scope in **Exhibit “A”** or District-authorized reimbursables not included in Architect’s Fee.
- 1.1.15. **Laboratory of Record**: The District-designated laboratory(ies) for testing of concrete, soils, materials, and other required testing.
- 1.1.16. **Project**: District’s Sequoia Elementary at 3333 Rosemont Drive, Sacramento, CA 95826.
- 1.1.17. **Record Drawings**: A final set of drawings prepared by the Architect that incorporates all changes from all As-Builts, sketches, details, and clarifications.

- 1.1.18. **Service(s):** All labor, materials, supervision, services, tasks, and work that the Architect is required to perform and that are required by, or reasonably inferred from, the Agreement, and that are necessary for the design and completion of the Project.
- 1.1.19. **Visually Verify:** To verify to the fullest extent possible by physical inspection and reasonable investigation and without any destructive action.

## **Article 2. Scope, Responsibilities, and Services of Architect**

- 2.1. Architect shall render the Services described in **Exhibit "A,"** commencing with receipt of a written Notice to Proceed signed by the District representative. Architect's Services will be completed in accordance with the schedule attached as **Exhibit "C."**
- 2.2. Architect shall provide Services that shall comply with professional architectural standards, including the standard of care applicable to architects designing public school facilities and applicable requirements of federal, state, and local law, including, but not limited to, the requirements of the California Business and Professions Code, the California Education Code, and the California Code of Regulations. All persons providing professional services hereunder shall be properly licensed as required by California law.
- 2.3. The District intends to award the Project to Contractor(s) pursuant to a competitive bid process. District reserves its right to use alternative delivery methods and the Architect's scope of work may be adjusted accordingly.
- 2.4. Architect acknowledges that all California public school districts are obligated to develop and implement the following storm water requirements for the discharge of storm water to surface waters from its construction and land disturbance activities where the project disturbs one (1) or more acres of land and is not part of a larger common plan of development or sale, the project disturbs one acre or more of land, or the project disturbs less than one (1) acre of land but is part of a larger common plan of development or sale, or where the District engages in maintenance (e.g., fueling, cleaning, repairing) or transportation activities.
- 2.4.1. Architect shall provide the design for the Project, without limitation:
- 241.1. A municipal Separate Storm Sewer System ("MS4"). An MS4 is a system of conveyances used to collect and/or convey storm water, including, without limitation, catch basins,



curbs, gutters, ditches, man-made channels, and storm drains.

2.4.1.2. A Storm Water Pollution Prevention Plan ("SWPPP") that contains specific best management practices ("BMPs") and establishes numeric effluent limitations.

2.4.2. Architect shall conform its design work to the District's storm water requirements indicated above, that are approved by the District and applicable to the Project, at no additional cost to the District. In addition, as required Architect shall develop a grading and drainage plan and a site plan from architectural information showing a final development of the site. This drawing will also include a horizontal and vertical control plan and a utility infrastructure plan. The Services described in this subparagraph shall be provided by a professional civil engineer who contracts with or is an employee of the Architect.

2.5. Architect shall contract for or employ at Architect's expense, Consultant(s) to the extent deemed necessary for completion of the Project including, but not limited to: architects; mechanical, electrical, structural and civil engineers; landscapers; and interior designers, licensed as such by the State of California as part of the Basic Services under this Agreement. The names of Consultant(s) shall be submitted to the District for approval prior to commencement of Services, as indicated below. The District reserves the right to reject Architect's use of any particular Consultant. Nothing in the foregoing procedure shall create any contractual relationship between the District and any Consultant employed by the Architect under terms of the Agreement. Architect shall require each of the Consultants retained by it to execute agreements with standard of care and indemnity provisions commensurate with this Agreement, but Architect shall remain solely responsible and liable to District for all matters covered by this Agreement.

2.6. Architect shall coordinate with District personnel or its designated representatives as may be requested and desirable, including with other professionals employed by the District for the design, coordination or management of other work related to the Project. This shall include, without limitation, coordination with State labor compliance, if any. If the Architect employs Consultant(s), the Architect shall ensure that its contract(s) with its Consultant(s) include language notifying the Consultant(s) of State labor compliance, if any.

2.7. Architect shall identify the regulatory agencies that have jurisdiction over essential building and design elements and coordinate with and implement the requirements of the regulatory agencies, including, without limitation,

the California Department of Education, the Office of Public School Construction, the Department of General Services, DSA, including DSA Fire/Life Safety, DSA Access Compliance Section, DSA Structural Safety Section, the State Fire Marshal and any regulatory office or agency that has authority for review and supervision of school district construction projects.

2.7.1. If the Project is subject to DSA jurisdiction, then Architect, and its Consultants, if any, shall comply with all the DSA requirements, including without limitation, all the requirements included and/or referenced in the following forms, bulletins ("BU"), interpretations of regulations ("IR"), policies ("PL"), or procedures ("PR"):

27.1.1. DSA IR A-6, Construction Change Document Submittal and Approval Process.

27.1.2. DSA IR A-18, Use of Construction Documents Prepared by Other Professionals.

27.1.3. DSA IR A-24, Construction Phase Duties of the School District, Contractor and Design Professional.

27.1.4. DSA PR 07-01: Pre-Check Approval Process.

27.1.5. DSA PR 07-02: Over-The-Counter Review of Projects Using Pre-Check Approved Design.

27.1.6. DSA PR 18-04.BB18: Electronic Plan Review for Design Professionals of Record Using Bluebeam 2018.

27.1.7. DSA PR 18-09.BB18: Electronic Plan Review for Over-the-Counter ("OTC") Projects Using Bluebeam 2018.

27.1.8. Form DSA PR 13-01, Construction Oversight Process.

27.1.8.1. Each of Architect's duties as provided in the DIR Construction Oversight Process shall be performed timely so as not to result in any delay to the Project.

27.1.9. Form DSA PR 13-02, Project Certification Process.

2.7.2. Notwithstanding the DSA forms, BUs, IRs, PLs, or PRs referenced anywhere in this Agreement, each of which is current as of the Effective Date, all Projects subject to DSA's jurisdiction shall be submitted for review, back check, and approval, under the electronic plan review process ("EPR process"), rather than paper submission,

for all projects submitted to DSA. Architect, and its Consultants, if any, shall comply with the EPR process and related DSA procedures, including, without limitation, DSA PR 18-04.BB18 and DSA PR 18-09.BB18, and any subsequent or replacement procedures relating to the EPR process promulgated by DSA. Any reference herein to a particular DIR form, BU, IR, PL, or PR, shall mean and include the then-current DIR form, BU, IR, PL, or PR, respectively, and, to the extent that the EPR process has superceded such form or paper submission process, the EPR process then in effect shall control.

- 2.8. Architect shall provide Services as required to obtain any local, state and/or federal agencies' approval for on-site and off-site work related to the Project including review by regulatory agencies having jurisdiction over the Project.
- 2.9. Architect shall direct and monitor the work of the District's DSA project inspector(s) ("Project Inspector(s)") and the Laboratory of Record. Architect shall provide code required supervision of special inspectors not provided by the Laboratory of Record.
- 2.10. Architect shall give efficient supervision to Services, using its best skill and attention. Architect shall carefully study and compare all contract documents, drawings, specifications, and other instructions ("Contract Documents") and shall at once report to District, Construction Manager, and Contractor, any error, inconsistency, or omission that Architect or its employees may discover, in writing, with a copy to District's Project Inspector(s). Architect shall have responsibility for discovery of errors, inconsistencies, or omissions.
- 2.11. Architect recognizes that the District may obtain the services of a Construction Manager and that Architect may have to assume certain coordination and management responsibilities, including tracking Requests for Information ("RFI"), providing RFI responses, and leading all coordination meetings between the District, Project Inspectors, and Contractors on the Project. The District reserves the right to retain the services of a Construction Manager at any time. The Construction Manager, if any, shall be authorized to give Architect Services authorizations and issue written approvals and notices to proceed on behalf of District. The District reserves the right to designate a different Construction Manager at any time. Any task, including, but not limited to, reviews or approvals that the District may perform pursuant to this Agreement may be performed by the Construction Manager, unless that task indicates it shall be performed by the Governing Board of the District. In addition, the District may have a constructability review of Architect's design documents. Architect shall conform any design documents to the constructability review as part of the

Services under this Agreement and shall not be entitled to any compensation as Extra Services for this activity.

- 2.12. Architect shall provide computer-generated pictures downloaded to computer files, updated as requested by the District, that the District may use on its website.
- 2.13. As part of the basic Services pursuant to this Agreement, Architect is not responsible for:
  - 2.13.1. Ground contamination or hazardous material analysis.
  - 2.13.2. Any asbestos and/or lead testing, design or abatement; however, it shall coordinate and integrate its work with any such information provided by District.
  - 2.13.3. Compliance with the California Environmental Quality Act ("CEQA"), except that Architect agrees to coordinate its work with that of any CEQA consultants retained by the District, to provide current elevations and schematic drawings for use in CEQA compliance documents, and to incorporate any mitigation measures adopted by the District into the Project design at no additional cost to the District.
  - 2.13.4. Historical significance report.
  - 2.13.5. Soils investigation.
  - 2.13.6. Geotechnical hazard report, except as indicated in **Exhibit "A."**

**Article 3. Architect Staff**

- 3.1. Architect has been selected to perform the Services herein because of the skills and expertise of key individuals.
- 3.2. Architect agrees that the following key people in Architect's firm shall be associated with the Project in the following capacities:

Principal In Charge: Mitch McAllister  
Project Architect(s): Shane Trump  
Project Manager(s): Garret Feasel  
Other: Anne Perkins

Major Consultants:

- Civil: Warren Consulting Engineers
- Mechanical: Weston & Associates
- Electrical: MNeils Engineering
- Structural: Point2 Structural Engineers

- 3.3. Architect shall not change any of the key personnel listed above without prior written approval by the District, unless said personnel cease to be employed by Architect. In either case, the District shall be allowed to interview and approve replacement personnel.
- 3.4. If any designated lead or key person fails to perform to the satisfaction of the District, then upon written notice Architect shall have five (5) calendar days to remove that person from the Project and replace that person with one acceptable to the District. All lead or key personnel for any Consultant must also be designated by the Consultant and are subject to all conditions stated in this paragraph.
- 3.5. Architect represents that Architect has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of Services required under this Agreement and that no person having any such interest shall be employed by Architect.
- 3.6. Architect shall comply with Education Code section 17302(a) and agrees that any plans and/or specifications included in the Services shall be prepared under the supervision of licensed personnel, and that licensed personnel shall be in "responsible charge" of persons who observe the construction.

**Article 4. Schedule of Services**

Architect shall commence Services under this Agreement upon receipt of a written Notice to Proceed and shall prosecute the Services diligently as described in **Exhibit "A,"** so as to proceed with and complete the Services in compliance with the schedule in **Exhibit "C."** Time is of the essence and failure of Architect to perform Services on time as specified in this Agreement is a material breach of this Agreement. It shall not be a material breach if a delay is beyond the Architect's or its Consultant(s)' reasonable control.

## **Article 5. Construction Cost Budget**

- 5.1. Architect hereby accepts the District's established Construction Cost Budget and Project scope. In accordance with **Exhibit "A,"** the Architect shall have responsibility to further develop, review, and reconcile the Construction Cost Budget for the District at the beginning of the Project and at the completion of each design phase. The District and Construction Manager shall also have responsibility to develop, review, and reconcile the Construction Cost Budget with the Architect.
- 5.2. Architect shall complete all Services as described in **Exhibit "A,"** including all plans, designs, drawings, specifications and other Contract Documents, so that the cost to construct the work designed by the Architect will not exceed the Construction Cost Budget, as adjusted subsequently with the District's written approval. Architect shall maintain cost controls throughout the Project to deliver the Project within the Construction Cost Budget.
- 5.3. The District may, in its sole discretion, do one, or a combination, of the following if any of the events in Article 5.4 occur:
  - 5.3.1. Give Architect written approval on an agreed adjustment to the Construction Cost Budget.
  - 5.3.2. Authorize Architect to re-negotiate, when appropriate, and/or re-bid the Project within three (3) months' time of receipt of bids (exclusive of District and other agencies' review time) at no additional cost to the District.
  - 5.3.3. Terminate this Agreement if the Project is abandoned by the District, without further obligation by either party.
  - 5.3.4. Within three (3) months' time of receipt of bids, instruct Architect to revise the drawings and specifications (in scope and quality as approved by the District) to bring the Project within the Construction Cost Budget for re-bidding at no additional cost to the District.
- 5.4. If any of the following events occur, the District may exercise any one, or any combination, of the actions set forth in Article 5.3 above:
  - 5.4.1. The lowest responsive base bid received is in excess of five percent (5%) of the Construction Cost Budget; or
  - 5.4.2. If the combined total of base bid and all additive alternates come in ten percent (10%) or more under the Construction Cost Budget; or

- 5.4.3. If the Construction Cost Budget increases in phases subsequent to the Schematic Design Phase due to reasonably foreseeable changes in the condition of the construction market in the county in which the District is located, in so far as these have not been caused by Acts of God, earthquakes, strikes, war, or energy shortages due to uncontrollable events in the world economy.

## **Article 6. Fee and Method of Payment**

- 6.1. The District shall pay Architect for all Services contracted for under this Agreement an amount equal to the following ("Fee"):

A fixed fee amount of **\$128,248.58**. The fee represents 8% of the proposed construction value of \$1.3 million. At the completion of Schematic Design phase, a one-time fee reconciliation to a final, confirmed construction cost shall occur.

Reimbursable Expenses are in addition to compensation for Basic and Additional Services and will be billed at a multiple of 1.10% the expenses incurred. These charges include, but are not limited to, expenses incurred which are directly related to the Project, such as reproductions, plans and plots for owner, agency or contractor's use, standard form documents, postage, handling and delivery of Instruments of Service, and mileage. Reimbursable expenses are not expected to exceed **\$6,413**. All reimbursable expenses must be pre-approved by District.

- 6.2. The District shall pay Architect the Fee pursuant to the provisions of **Exhibit "D."**
- 6.3. Architect shall bill for performance of Services under this Agreement in accordance with **Exhibit "D."**
- 6.4. No increase in Fee will be due from CCDs and/or change orders generated during the construction period to the extent caused by Architect's error or omission.
- 6.5. The Architect's Fee set forth in this Agreement shall be full compensation for all of Architect's Services incurred in the performance hereof as indicated in **Exhibit "D."**
- 6.6. Regardless of the structure of Architect's Fee, the Architect's Fee may be adjusted downward if the Scope of Services of this Agreement is reduced by the District in accordance with this Agreement.
- 6.7. Neither the District's review, approval of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a

waiver of any rights under this Agreement, and Architect shall remain liable to the District in accordance with this Agreement for direct damages to the District caused by Architect's failure to perform any of the Services furnished under this Agreement to the standard of care under California law for architects performing similar work for California school districts in or around the same geographic area as the District.

#### **Article 7. Payment for Extra Services or Changes**

Any charges for Extra Services shall be paid by the District as described in **Exhibit "B"** only upon certification that the claimed Extra Service was authorized as indicated herein and that the Extra Services have been satisfactorily completed. If any service is done by Architect without prior written authorization by the Construction Manager or the District's authorized representative, the District will not be obligated to pay for such service. The foregoing provision notwithstanding, Architect will be paid by the District as described in **Exhibit "B"** for Extra Services that the Construction Manager or the District's authorized representative verbally requests, provided that Architect confirms such request in writing pursuant to the notice requirements of this Agreement, and proceeds with such Extra Services not earlier than two (2) business days after the District receives confirmation of the request from the Architect.

#### **Article 8. Ownership of Data**

- 8.1. Pursuant to Education Code section 17316, this Agreement creates a non-exclusive and perpetual license for the District to use, at its discretion, all plans including, but not limited to, record drawings, specifications, estimates and other documents that Architect or its Consultants prepare or cause to be prepared pursuant to this Agreement.
- 8.2. Architect retains all rights to all copyrights over designs and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that Architect or its Consultants prepare or cause to be prepared pursuant to this Agreement.
- 8.3. Architect shall perform the Services and prepare all documents under this Agreement with the assistance of Computer Aided Design Drafting Technology ("CADD") (e.g., AutoCAD). Architect shall deliver to District all drawings in DWG format. As to any drawings that Architect provides in a CADD file format, the District acknowledges that anomalies and errors may be introduced into data when it is transferred or used in a computer environment, and that the District should rely on hard copies of all documents.



- 8.4. In order to document exactly what CADD information was given to the District, Architect and District shall each date and sign a "hard" copy of reproducible documents that depict the information at the time Architect produces the CADD information. The District agrees to release Architect from all liability, damages, and/or claims that arise due to any changes made to this information by anyone other than Architect or its Consultant(s) subsequent to it being given to the District.
- 8.5. Following the termination of this Agreement, for any reason whatsoever, Architect shall promptly deliver to the District upon written request and at no cost to the District the following items (hereinafter "Instruments of Service"), which the District shall have the right to utilize in any way permitted by statute:
- 8.5.1. One (1) set of the Contract Documents, including the bidding requirements, specifications, and all existing cost estimates for the Project, in hard copy, reproducible format.
- 8.5.2. One (1) set of fixed image CADD files in DXF format of the drawings that are part of the Contract Documents.
- 8.5.3. One (1) set of non-fixed image CADD drawing files in DXF or DWG or both formats of the site plan, floor plans (architectural, plumbing, structural, mechanical and electrical), roof plan, sections and exterior elevations of the Project.
- 8.5.4. All finished or unfinished documents, studies, reports, calculations, drawings, maps, models, photographs, technology data and reports prepared by the Architect under this Agreement.
- 8.5.5. The obligation of Section 8.5 of this Agreement shall survive the termination of this Agreement for any reason whatsoever.
- 8.6. In the event the District changes or uses any fully or partially completed documents without Architect's knowledge or participation or both, the District agrees to release Architect of responsibility for such changes, and shall hold Architect harmless from and against any and all claims on account of any damages or losses to property or persons, or economic losses, arising out of that change or use, unless Architect is found to be liable in a forum of competent jurisdiction. In the event that the District uses any fully or partially completed documents without the Architect's full involvement, the District shall remove all title blocks and other information that might identify Architect and its Consultants.

## **Article 9. Termination of Contract**

- 9.1. District's Request for Assurances: If District at any time reasonably believes that Architect is or may be in default under this Agreement, District may in its sole discretion notify Architect of this fact and request written assurances from Architect of performance of Services and a written plan from Architect to remedy any potential default under the terms this Agreement that the District may advise Architect of in writing. Architect shall, within ten (10) days of District's request, deliver a written cure plan that meets the requirements of the District's request for assurances. Architect's failure to provide such written assurances of performance and the required written plan, within ten (10) days of request, will constitute a material breach of this Agreement sufficient to justify termination for cause.
- 9.2. District's Termination of Architect for Cause: If Architect fails to perform Architect's duties to the satisfaction of the District, or if Architect fails to fulfill in a timely and professional manner Architect's material obligations under this Agreement, or if Architect shall violate any of the material terms or provisions of this Agreement, the District shall have the right to terminate this Agreement, in whole or in part, effective immediately upon the District giving written notice thereof to the Architect. In the event of a termination pursuant to this subdivision, Architect may invoice the District for all Services performed until the notice of termination, but the District shall have the right to withhold payment and deduct any amounts equal to the District's costs because of Architect's actions, errors, or omissions.
- 9.3. District's Termination of Architect for Convenience: District shall have the right in its sole discretion to terminate the Agreement for its own convenience. In the event of a termination for convenience, Architect may invoice District and District shall pay all undisputed invoice(s) for Services performed until the District's notice of termination for convenience.
- 9.4. Architect's Termination of Agreement for Cause: Architect has the right to terminate this Agreement if the District does not fulfill its material obligations under this Agreement and fails to cure such material default within sixty (60) days of receipt of written notice of said defaults, or if the default cannot be cured within sixty (60) days, commence to cure such default, diligently pursue such cure, and complete the cure within a reasonable time following written notice and demand from Architect. Such termination shall be effective thirty (30) days after receipt of written notice from Architect to the District. Architect may invoice the District and the District shall pay all undisputed invoice(s) for Services performed until Architect's notice of termination.
- 9.5. Effect on Pre-Termination Services: Except as indicated in this Article, termination shall have no effect upon any of the rights and obligations of

the Parties arising out of any transaction occurring prior to the effective date of such termination.

- 9.6. Ceasing Services upon Termination: If, at any time in the progress of the Design of the Project, the Governing Board of the District determines that the Project should be terminated, Architect, upon written notice from the District of such termination, shall immediately cease Services on the Project. The District shall pay Architect only the fee associated with the Services provided since the last invoice that has been paid and up to the notice of termination.
- 9.7. Project Suspension: If the District suspends the Project for more than one hundred twenty (120) consecutive days, Architect shall be compensated for Services performed prior to notice of that suspension. When the Project is resumed, the schedule shall be adjusted and Architect's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the Architect's Services. Architect shall make every effort to maintain the same Project personnel after suspension. If the District suspends the Project for more than two (2) years, Architect may terminate this Agreement by giving written notice.

#### **Article 10. Indemnity/Architect Liability**

- 10.1. To the furthest extent permitted by California law, Architect shall indemnify and hold free and harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("the Indemnified Parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity ("Claim") that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Architect, its officers, employees, subcontractors, consultants, or agents, including without limitation the payment of all consequential damages. Architect shall also, to the furthest extent permitted by California law, defend the Indemnified Parties at Architect's own expense, including attorneys' fees and costs, from any and all Claim(s) and allegations relating thereto with counsel approved by District where such approval is not to be unreasonably withheld. Whereas the cost to defend the Indemnified Parties charged to the Architect shall not exceed the proportionate percentage of Architect's fault as determined by a court of competent jurisdiction, any amounts paid in excess of such established fault will be reimbursed by the District. Notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the design professional shall meet and confer with other parties regarding unpaid defense costs.

- 10.2. Architect shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnified Parties in any Claim. Architect's obligation pursuant to Article 10.1 includes reimbursing the District for the cost of any settlement paid by the Indemnified Parties and for any and all fees and costs, including but not limited to legal fees and costs, expert witness fees, and consultant fees, incurred by the Indemnified Parties in the defense of any Claim(s), or to enforce the indemnity herein. Architect's obligation to defend or to indemnify shall not be restricted to insurance proceeds. District shall also have the right to accept or reject any legal representation that Architect proposes to defend the Indemnified Parties.
- 10.3. Architect shall be responsible for the cost of reviewing CCDs and/or change orders caused by Architect's willful misconduct, recklessness, or negligent acts, errors or omissions. Without limiting Architect's liability for indirect cost impacts, the direct costs for change orders for which Architect shall be liable shall equal the difference between the cost of the change order and the reasonable cost of the work had that work been a part of the originally prepared Contract Documents.
- 10.4. District may withhold any and all costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Architect from amounts owing to Architect.

#### **Article 11. Fingerprinting**

- 11.1. Pursuant to Education Code section 45125.2, the District has determined on the basis of scope of Services in this Agreement, that Architect, its Consultants and their employees will have only limited contact with pupils. Architect shall promptly notify the District in writing of any facts or circumstances which might reasonably lead the District to determine that contact will be more than limited as defined by Education Code section 45125.1(d).
- 11.2. For all workers on District property, the Architect shall comply with all applicable federal, state and local laws regarding COVID-19. Further, except to the extent the Order provides otherwise, the Architect and Architect's personnel shall continue to comply with all other applicable terms in the CDPH's State Public Health Officer Orders.

#### **Article 12. Responsibilities of the District**

- 12.1. The District shall examine the documents submitted by the Architect and shall render decisions so as to avoid unreasonable delay in the process of the Architect's Services.

- 12.2. The District shall verbally or in writing advise Architect if the District becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's documents. Failure to provide such notice shall not relieve Architect of its responsibility therefore, if any.
- 12.3. Unless the District and Architect agree that a hazardous materials consultant shall be a Consultant of the Architect, the District shall furnish the services of a hazardous material consultant or other consultants when such services are requested in writing by Architect and deemed necessary by the District or are requested by the District. These services shall include: asbestos and lead paint survey; abatement documentation; and specifications related to said matters, which are to be incorporated into bid documents prepared by Architect. If the hazardous materials consultant is furnished by the District and is not a Consultant of the Architect, the specifications shall include a note to the effect that the hazardous materials consultant's specifications are included in the Architect's bid documents for the District's convenience and have not been prepared or reviewed by the Architect. The note shall also direct questions about the hazardous materials consultant's specifications related to asbestos and lead paint survey and/or abatement documentation to the preparer of the hazardous materials consultant's specifications.

**Article 13. Liability of District**

- 13.1. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.
- 13.2. District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Architect, or by its employees, even though such equipment be furnished or loaned to Architect by District.

**Article 14. Nondiscrimination**

Architect agrees to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246;

and all administrative rules and regulations found to be applicable to Architect and all of its subcontractors. In addition, Consultant agrees to require like compliance by all of its subcontractor(s).

**Article 15. Insurance**

15.1. Architect shall comply with the insurance requirements for this Agreement, set forth in **Exhibit "E."**

15.2. Architect shall provide certificates of insurance and endorsements to District prior to commencement of the work of this Agreement as required in **Exhibit "E."**

**Article 16. Covenant against Contingent Fees**

Architect warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Architect, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Architect, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the contract price or consideration or to recover the full amount of such fee, commission, percentage fee, gift, or contingency.

**Article 17. Entire Agreement/Modification**

This Agreement, including the Exhibits attached hereto, supersedes all previous contracts and constitutes the entire understanding of the Parties hereto. Architect shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both Parties. Architect specifically acknowledges that in entering this Agreement, Architect relies solely upon the provisions contained in this Agreement and no others.

**Article 18. Non-Assignment of Agreement**

In as much as this Agreement is intended to secure the specialized Services of the Architect, Architect may not assign, transfer, delegate or sublet any interest therein without the prior written consent of District and any such assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void. Likewise, District may not assign, transfer, delegate or sublet any interest therein without the prior written consent of Architect and any such assignment, transfer, delegation or sublease without Architect's prior written

consent shall be considered null and void. If an assignment is approved, this Agreement shall be binding on the successors and assign of the parties.

**Article 19. Law, Venue**

- 19.1. This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California.
- 19.2. To the fullest extent permitted by California law, the county in which the District administration office is located shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

**Article 20. Alternative Dispute Resolution**

- 20.1. All claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement may be decided through mediation as the first method of resolution. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice.
- 20.2. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Architect shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Architect's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Architect submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.
- 20.3. Pending resolution of the dispute, Architect agrees it will neither rescind the Agreement nor stop the performance of the Services.

**Article 21. Tolling of Claims**

Architect agrees to toll all statutes of limitations for District's assertion of claims against Architect that arise out of, pertain to, or relate to Contractors' or

subcontractors' claims against District involving Architect's work, until the Contractors' or subcontractors' claims are finally resolved.

**Article 22. Attorneys' Fees**

In the event either party shall bring any action or legal proceeding for damages for any alleged breach of any provision of or performance under this Agreement, to terminate this Agreement, or to enforce, protect or establish any term or covenant of this Agreement or right or remedy of either party, the prevailing party shall be entitled to recover, as a part of the action or proceeding, reasonable attorneys' fees and court costs, including consultants' fees, attorneys' fees and costs for appeal, as may be fixed by the court. The term "prevailing party" shall mean the party who received substantially the relief requested, whether by settlement, dismissal, summary judgment, judgment, or otherwise.

**Article 23. Severability**

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

**Article 24. Employment Status**

- 24.1. Architect shall, during the entire term of Agreement, be an independent contractor and nothing in this Agreement is intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the District to exercise discretion or control over the professional manner in which Architect performs the Services that are the subject matter of this Agreement; provided always, however, that the Services to be provided by Architect shall be provided in a manner consistent with all applicable standards and regulations governing such Services.
- 24.2. Architect understands and agrees that Architect's personnel are not and will not be eligible for membership in or any benefits from any District group plan for hospital, surgical or medical insurance or for membership in any District retirement program or for paid vacation, paid sick leave or other leave, with or without pay or for other benefits which accrue to a District employee.
- 24.3. Should the District, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Department, or both, determine that Architect, or any employee or Consultant of Architect, is an employee of the District for purposes of



collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Architect which can be applied against this liability). The District shall then forward those amounts to the relevant taxing authority.

- 24.4. Should a relevant taxing authority determine a liability for past services performed by Architect for the District, upon notification of such fact by the District, Architect shall promptly remit such amount due or arrange with the District to have the amount due withheld from future payments to Architect under this Agreement (again, offsetting any amounts already paid by Architect which can be applied as a credit against such liability).
- 24.5. A determination of employment status pursuant to the preceding two (2) paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Architect shall not be considered an employee of the District. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Architect is an employee for any other purpose, then Architect agrees to a reduction in District's liability resulting from this Agreement pursuant to principles similar to those stated in the foregoing paragraphs so that the total expenses of District under this Agreement shall not be greater than they would have been had the court, arbitrator, or administrative authority determined that Architect or its employees or Consultants was not an employee.
- 24.6. Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement.

## **Article 25. Certificate of Architect**

- 25.1. Architect certifies that the Architect is properly certified or licensed under the laws and regulations of the State of California to provide the professional services that it has herein agreed to perform.
- 25.2. Architect certifies that it is aware of the provisions of the California Labor Code that require every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and it certifies that it will comply with those provisions before commencing the performance of the Services of this Agreement.
- 25.3. Architect certifies that it is aware of the provisions of California Labor Code and California Code of Regulations that require the payment of prevailing wage rates and the performance of other requirements on certain "public

works” and “maintenance” projects (“Prevailing Wage Laws”). Architect agrees to fully comply with and to require its Consultant(s) to fully comply with all requirements of the Prevailing Wage Laws, if applicable to Architect and its Consultants’ professional services to be provided under this Agreement.

**Article 26. Cost Disclosure - Documents and Written Reports**

Architect shall be responsible for compliance with California Government Code section 7550, if the total cost of the Contract is over five thousand dollars (\$5,000).

**Article 27. Notice & Communications**

Notices and communications between the Parties to this Agreement may be sent to the following addresses:

**District:**

Sacramento City Unified School District  
5735 47<sup>th</sup> Avenue  
Sacramento, CA 95824  
ATTN: Facilities Office  
EMAIL: chris-ralston@scusd.edu

**Architect:**

California Design West  
2100 19<sup>th</sup> Street  
Sacramento, CA 95818  
ATTN: Mitch McAllister  
EMAIL: mmcAllister@ca-dw.com

*With a Copy to:*  
Dannis Woliver Kelley  
200 California Street #400  
San Francisco, CA 94111  
ATTN: Deidree Sakai, Esq.

Any notice personally given shall be effective upon receipt. Any notice sent by electronic mail shall be effective the day after transmission. Any notice sent by overnight delivery service shall be effective the day after delivery. Any notice given by mail shall be effective five (5) days after deposit in the United States mail.

**Article 28. [RESERVED]**

**Article 29. District’s Right to Audit**

29.1. District retains the right to review and audit, and the reasonable right of access to Architect’s and any Consultant’s premises to review and audit the Architect’s compliance with the provisions of this Agreement (“District’s Right”). The District’s Right includes the right to inspect, photocopy, and to retain copies, outside of Architect’s premises, of any and all Project-related records and other information with appropriate safeguards, if such

retention is deemed necessary by the District in its sole discretion. The District shall keep this information confidential, as allowed by applicable law.

- 29.2. The District's Right includes the right to examine any and all books, records, documents and any other evidence of procedures and practices that the District determines is necessary to discover and verify whether Architect is in compliance with all requirements of this Agreement.
- 29.3. If there is a claim for additional compensation or for Extra Services, the District's Right includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that the District determines is necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.
- 29.4. Architect shall maintain complete and accurate records in accordance with generally accepted accounting practices in the industry. Architect shall make available to the District for review and audit all Project-related accounting records and documents and any other financial data. Upon District's request, Architect shall submit exact duplicates of originals of all requested records to the District.
- 29.5. Architect shall include audit provisions in any and all of its subcontracts, and shall ensure that these sections are binding upon all Consultants.
- 29.6. Architect shall comply with these provisions within fifteen (15) days of the District's written request to review and audit any or all of Architect's Project-related records and information.

### **Article 30. Other Provisions**

- 30.1. Each party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement was the product of negotiation, that no party is the author of this Agreement, and that this Agreement shall not be construed against any party as the drafter of the Agreement.
- 30.2. The individual executing this Agreement on behalf of Architect warrants and represents that she/he is authorized to execute this Agreement and bind the CM to all terms hereof.
- 30.3. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All

counterparts so executed shall constitute one Agreement binding all the Parties hereto.

- 30.4. Architect shall share, credit, or reimburse District fifty percent (50%) of the amount of any tax deduction and/or credit Architect receives for District Projects under the Commercial Buildings Energy-Efficiency Tax Deduction, 26 U.S. Code § 179D ("Section 179D"). Architect shall provide District with all necessary documentation to enable District to verify the amounts of the Section 179D tax deduction. Architect shall notify District in writing of the Section 179D tax deduction within 30 days of when Architect receives IRS notice of the Section 179D tax deduction or receives the Section 179D tax refund, whichever occurs first.

**Article 31.**

**Exhibits "A" through "H"** attached hereto are hereby incorporated by this reference and made a part of this Agreement.

**[SIGNATURES ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below.

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**

**CALIFORNIA DESIGN WEST ARCHITECTS**

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

Rose Ramos  
Chief Business Officer

Date: \_\_\_\_\_, 20\_\_

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

Mitch McAllister

Title: Principal in Charge

Date: \_\_\_\_\_, 20\_\_

**EXHIBIT "A"**

**RESPONSIBILITIES AND SERVICES OF ARCHITECT**

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## EXHIBIT "A"

### RESPONSIBILITIES AND SERVICES OF ARCHITECT

Architect shall provide all professional services necessary for completing the following:

#### SCOPE OF PROJECT

Project Name: Sequoia Restroom Replacement

Construction Cost Budget: \$1,282,485.75

#### BASIC SERVICES

Architect agrees to provide the Services described below:

1. Architect shall be responsible for the professional quality and technical accuracy of all studies, reports, projections, master plans, designs, drawings, specifications and other services furnished by Architect under the Agreement as well as coordination with all master plans, studies, reports and other information provided by District. Architect shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections, master plans, design, drawings, specifications and other Services.
2. Architect will use all due care and diligence to confirm that its plans and specifications and all other information provided by or on behalf of the District to potential bidders discloses and publishes any potentially relevant information that could, in any way, have an impact on a Contractor's cost of performance. Architect shall advise the District of the most effective methods of identifying and securing such information as part of each stage of design. Architect shall track for District's benefit all such suggested and disclosed information.
3. The District shall provide all information available to it to the extent the information relates to Architect's scope of work. This information shall include, if available,
  - a. As-builts;
  - b. Physical characteristics;
  - c. Legal limitations and utility locations for the Project site(s);
  - d. Written legal description(s) of the Project site(s);
  - e. Grades and lines of streets, alleys, pavements, and adjoining property and structures;

- f. Adjacent drainage;
- g. Rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, and boundaries and contours of the Project site(s);
- h. Locations, dimensions and necessary data with respect to existing buildings, other improvements and trees;
- i. Information concerning available utility services and lines, mechanical and other services, both public and private, above and below grade, including inverts and depths;
- j. Surveys, reports, as-built drawings, record drawings; and
- k. Subsoil data, chemical data, and other data logs of borings.

Architect shall Visually Verify this information and all existing Project utilities, including capacity, and document the location of existing utility lines, telephone, water, sewage, storm drains and other lines on or around the Project to the extent determinable by the documents provided by the District.

If Architect determines that the information or documentation the District provides is insufficient for purposes of design, or if Architect requires: a topographical survey; a geotechnical report; structural, mechanical, and/or chemical tests; tests for air and/or water pollution; test borings; test pits; determinations of soil bearing values; percolation tests; ground corrosion tests; resistivity tests; tests for hazardous materials; tests for anticipating subsoil conditions; and/or other information that the District has not provided, then, at the soonest possible time after Architect has become aware that this additional information is needed, the Architect shall request that the District acquire that information. If the Parties mutually agree in writing, this additional information and service shall be procured through the Architect, who may invoice the District for those services as Extra Services.

- 4. **Technology Backbone.** Architect shall be responsible for the coordination of the design and the layout of the technology backbone system with the District's technology consultant, and lay out any included technology backbone system. The coordination effort shall include location and routing of raceways, conduits and outlets and the required spaces to accommodate electrical, data and communication wiring. Architect and Consultant(s) shall prepare and be responsible for documents prepared by the Architect based on the information provided by the District's technology consultant as appropriate to the level of design completion.
- 5. **District Standards.** Architect shall incorporate into its work and the work of all Consultants the adopted District standards for facilities and construction.



**High Performance Schools.** If the District adheres to the Collaborative for High Performance School ("CHPS") Best Practice Standards, the Services provided by the Architect shall incorporate the CHPS Best Practice Standards and criteria to the extent feasible.

6. **Mandatory Assistance.** If a third party dispute or litigation, or both, arises out of, or relates in any way to the Services provided under this Agreement, upon the District's request, the Architect, its agents, officers, and employees agree to assist in resolving the dispute or litigation. Architect's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation ("Mandatory Assistance").

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## **C. PRE-DESIGN AND START-UP SERVICES**

### **1. Project Initiation**

Upon final execution of the Agreement with the District, Architect shall:

- a. Within the first week following execution of the Agreement, review the proposed Schedule of Services set forth in **Exhibit "C"** to the Agreement and prepare a detailed scope of work list and work plan for documentation to the District's satisfaction. This scope of work list and work plan will identify specific tasks including, but not limited to: interviews, data collection, analysis, report preparation, planning, architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Architect shall also identify milestone activities or dates, specific task responsibilities, required completion times necessary for review and approval by the District and by all regulatory agencies and additional definition of deliverables.
- b. Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.

### **2. Development of Architectural Program**

Architect shall prepare for the District's review of an architectural program as follows:

- a. Perform pre-design investigations to establish appropriate guidelines around which and within which the Project is to be designed. Identify design issues relating to functional needs, directives and constraints imposed by regulatory codes. Review all data pertinent to the Project including survey, site maps, geotechnical reports and recommendations, soil testing results reports, and pertinent historical data, and other relevant information provided by District.
- b. Review DSA codes pertaining to the proposed Project design.
- c. Identify design issues relating to functional needs, directives and constraints imposed by applicable regulatory codes.
- d. Based on survey and topography data provided by the District, input into computer and develop existing conditions base for the Schematic Design Phase.
- e. Administer Project as required to coordinate work with the District and among Consultants.

- f. Develop District standards for facilities and construction, including but not limited to designation of any material, product, thing or service by specific brand or trade name pursuant to Public Contract Code section 3400, subdivision (c).

### 3. **Construction Cost Budget**

- a. Architect shall have responsibility to further develop, review, and reconcile the Construction Cost Budget within the parameters of the Construction Budget established by the District for the Project. The estimates forming the basis of the Construction Cost Budget are to be based on the developed functional architectural program as approved by the District. The following conditions apply to the Construction Cost Budget prepared by the Architect:
  - (i) All costs are to be based on current bid prices, with escalation rate and duration clearly identified as a separate line item; rate of cost escalation and projected bid and construction dates are to be approved by the District and its representatives.
  - (ii) Format shall be in a building systems format (e.g., foundations, substructure, structural system, exterior wall enclosure, window systems, etc.) for new buildings, and summarized by the Construction Specification Institute ("CSI") categories for buildings being modernized.
  - (iii) Contingencies for design, bidding, and construction are to be included as individual line items, with the percentage and base of calculation clearly identified.
  - (iv) Architect shall include all information and estimates from the District and/or the Construction Manager that are intended to be part of the Construction Cost Budget.
  - (v) One week prior to submittal of documents, Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
  - (vi) Mechanical, electrical, civil, landscape and estimating consultant(s) shall participate in the progress meeting as appropriate and shall provide input and feedback into the development of the Construction Cost Budget.
- b. The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget for the Project. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.

#### 4. **Presentation**

*If requested*, Architect, along with any involved consultant(s), shall present and review with the District and, if directed, with the District's Governing Board, the summary and detail of work involved in this Phase, including two-dimensional renderings of any proposed facility suitable for public presentation.

#### 5. **Deliverables and Numbers of Copies**

Within thirty (30) days of the end of this Phase, Architect shall provide to the District an electronic copy of the following items produced in this Phase:

- a. Architectural Program (include comparison between developed program and "model" program, include narrative explaining any substantial deviations);
- b. Site Plan;
- c. Revised Construction Cost Budget;
- d. Final Schedule of Services;
- e. Meeting Reports/Minutes from the Kick-off and other meetings; and
- f. Renderings, if requested by District.

#### 6. **Meetings**

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops minimally on a bi-weekly basis.

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## **D. SCHEMATIC DESIGN PHASE**

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall prepare for the District's review a Schematic Design Study, containing the following items as applicable to the Project scope, as follows:

1. Prepare and review with District staff a scope of work list and work plan identifying specific tasks including, but not limited to: interviews, data collection, analysis, report preparation, planning, architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Also identified will be milestone activities or dates, specific task responsibilities of the Architect, required completion times necessary for the review and approval by the District and by pertinent regulatory agencies and additional definition of deliverables.
2. Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.
3. **Architectural**
  - a. Scaled floor plans showing overall dimensions, identifying the various major areas and their relationship. Include circulation and room-by-room tabulation of all net usable floor areas and a summary of gross floor area. Also, provide typical layouts of major equipment or operational layout.
  - b. Preliminary building exterior elevations and sections in sufficient detail to demonstrate design concept indicating location and size of fenestration.
  - c. As applicable, identify proposed roof system, deck, insulation system, and drainage technique.
  - d. Identify minimum finish requirements, including ceiling, floors, walls, doors, windows, and types of hardware.
  - e. Identify code requirements, include occupancy classification(s) and type of construction.
4. **Structural**
  - a. Layout structural systems with dimensions and floor elevations. Identify structural systems (including pre-cast, structural steel with composite deck, structural steel bar joists) with preliminary sizing identified.

- b. Identify foundation systems (including fill requirements, piles, caissons, spread footings) with preliminary sizing identified.

## 5. **Mechanical**

- a. Calculate block heating, ventilation, and cooling loads including skin versus internal loading.
- b. Select a minimum of two (2) HVAC systems that appear compatible with loading conditions for subsequent life cycle costing.
- c. Show selected system on drawings as follows:
  - (i) Single line drawing(s) of all mechanical equipment spaces, ductwork and pipe chases.
  - (ii) Location and preliminary sizing of all major equipment and duct work in allocated spaces.
  - (iii) Schematic piping.
  - (iv) Temperature control zoning.
- d. Provide design criteria to include the intent base of design for the Project.
- e. Evaluate and confirm the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

## 6. **Electrical**

- a. Calculate overall approximate electrical loads.
- b. Identify proposed electrical system for service, power, lighting, low voltage and communication loads, including proposed or planned additional buildings or other facilities on the Project site.
- c. Show system(s) selected on drawings as follows:
  - (i) Single line drawing(s) showing major distribution system.
  - (ii) Location and preliminary sizing of all major electrical systems and components including:

- (A) Load centers.
  - (B) Main panels.
  - (C) Switch gear.
- d. Provide design criteria to include the intent base of design for the Project.
- e. Evaluate and confirm the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

**7. Civil**

- a. Develop on and off site utility systems such as sewer, water, storm drain, firewater lines and fire hydrants.
- b. Identify surface improvements including roadways, walkways, parking (with assumed wheel weights), preliminary finish grades and drainage.
- c. Coordinate finish floor elevations with architectural site plan.

**8. Specifications**

Prepare outline specifications of proposed architectural, structural, mechanical and electrical materials, systems and equipment and their criteria and quality standards. Architect is to use District's standardized equipment/material list for new construction and modernization in development of the Project design and specifications. Architect shall review and comment on District's construction bid contracts and contract documents (the "Division 0" and "Division 1" documents) as part of its Services under the Agreement.

**9. Construction Cost Budget**

Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding Phase, the following conditions apply to the revised Construction Cost Budget:

- a. Schematic Estimates: This estimate consists of unit cost applied to the major items and quantities of work. The unit cost shall reflect the complete direct current cost of work. Complete cost includes labor, material, waste allowance, sales tax and subcontractor's mark-up.
  - (i) General conditions shall be applied separately. This estimate shall be prepared by specification section and summarized by the CSI categories.

- b. The estimate shall separate the Project's building cost from site and utilities cost. Architect shall submit to the District the cost estimating format for prior review and approval.
- c. Escalation: all estimates shall be priced out at current market conditions. The estimates shall incorporate all adjustments as appropriate, relating to mid-point construction, contingency, and cost index (i.e. Lee Saylor Index).
- d. The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.
- e. Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, Architect shall coordinate with the District and Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
- f. At the end of this Phase, the Construction Cost Budget may include design contingencies of no more than ten percent (10%) in the cost estimates.

#### **10. Deliverables and Numbers of Copies**

Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this phase, together with one (1) copy of each item in electronic format:

- a. Breakdown of Construction Cost Budget as prepared for this Phase;
- b. Meeting reports/minutes;
- c. Schematic Design Package with alternatives;
- d. Statement indicating changes made to the Architectural Program and Schedule;  
and
- e. Copy of the DSA file, including all correspondence and meeting notes to date, or notification in writing that Architect has not met or corresponded with DSA.

#### **11. Presentation**

- a. Architect shall present and review with the District the detailed Schematic Design.



- b. The Schematic Design shall be revised within the accepted program parameters until a final concept within the accepted Construction Cost Budget has been accepted and approved by the District at no additional cost to the District.

## 12. **Meetings**

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops minimally on a bi-weekly basis.

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## **E. DESIGN DEVELOPMENT PHASE**

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall prepare from the accepted deliverables from the Schematic Design Phase, the Design Development Phase documents consisting of the following for each proposed system within Architect's scope of services:

### **1. Architectural**

- a. Scaled, dimensioned floor plans with final room locations including all openings.
- b. 1/8" scale building sections showing dimensional relationships, materials and component relationships.
- c. Exterior elevations of all proposed new buildings, existing buildings to be renovated and all architectural elements of the Project.
- d. Identification of all fixed equipment to be installed in Project.
- e. Interior finishes identified and located within the rooms of all buildings.
- f. Site plan completely drawn with beginning notes and dimensions including grading and paving.
- g. Preliminary development of details and large scale blow-ups.
- h. Legend showing all symbols used on drawings.
- i. Floor plans identifying all fixed and major movable equipment and furniture.
- j. Further refinement of Outline Specifications for architectural, structural, mechanical, electrical, civil and landscape manuals, systems and equipment.
- k. Typical reflected ceiling development including ceiling grid and heights for each ceiling to be used, showing:
  - (i) Light fixtures.
  - (ii) Ceiling registers or diffusers.
  - (iii) Access Panels.

## 2. **Structural**

- a. Structural drawings with all major members located and sized.
- b. Establish final building and floor elevations.
- c. Preliminary specifications.
- d. Preliminary calculations for the structural systems including lateral force resistive systems, foundations, and all structural system components.
- e. Identify foundation requirement (including fill requirement, piles) with associated soil pressure, water table and seismic center.

## 3. **Mechanical**

- a. Heating and cooling load calculations as required and major duct or pipe runs sized to interface with structural.
- b. Major mechanical equipment should be scheduled indicating size and capacity.
- c. Ductwork and piping should be substantially located and sized.
- d. Plumbing plans for the Project shall indicate numbers and locations of fixtures and be in conformance with the code-mandated fixture count requirements of the Project.
- e. Devices in ceiling should be located.
- f. Legend showing all symbols used on drawings.
- g. More developed Outline Specifications indicating quality level and manufacture.
- h. Control Systems identified.
- i. Further evaluation and confirmation of the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

## 4. **Electrical**

- a. All lighting fixtures should be located and scheduled showing all types and quantities of fixtures to be used, including proposed lighting levels for each usable space.
- b. All major electrical equipment should be scheduled indicating size and capacity.

- c. Complete electrical distribution including a one-line diagram indicating final location of switchboards, communications, controls (high and low voltage), motor control centers, panels, transformers and emergency generators, if required. Low-voltage system includes fire alarm system, security system, clock and public address system, bell system, voice-data system, and telecom/technology system.
- d. Legend showing all symbols used on drawings.
- e. More developed and detailed Outline Specifications indicating quality level and manufacture.
- f. Further evaluation and confirmation of the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

5. **Civil**

- a. Further refinement of Schematic Design Phase development of on and off site utility systems for sewer, electrical, water, storm drain and fire water. Includes, without limitation, pipe sizes, materials, invert elevation location and installation details.
- b. Further refinement of Schematic Design Phase roadways, walkways, parking and storm drainage improvements. Includes details and large scale drawings of curb and gutter, manhole, thrust blocks, paved parking and roadway sections.

6. **Bid Documents**

Architect shall review and comment on District's construction bid contracts and contract documents (the "Division 0" documents and "Division 1" documents) as part of its Services under the Agreement.

7. **Construction Cost Budget**

- a. Revise the Construction Cost Budget for the Project. Along with the conditions identified in the Agreement and the preceding Phases, the following conditions apply to the revised Construction Cost Budget:
  - (i) Design Development Estimate: This further revised estimate shall be prepared by specification section, summarized by CSI category and divided by trade and work item. The estimate shall include individual item unit costs of materials, labor and equipment. Sales tax, Contractor's mark-ups, and general conditions shall be listed separately.

- (ii) The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.
  - (iii) At this stage of the design, the Construction Cost Budget may include design contingencies of no more than ten percent (10%) in the cost estimates.
- b. Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.

## **8. Deliverables and Numbers of Copies**

Architect shall provide to the District a hard copy of the following items produced in this phase, together with one (1) copy of each item in electronic format:

- a. Design Development drawing set from all professional disciplines necessary to deliver the Project;
- b. Specifications;
- c. Revised Construction Cost Budget; and
- d. Copy of the DSA file, including all correspondence and meeting notes to date, or notification in writing that Architect has not met or corresponded with DSA.

The Design Development deliverables shall be revised within the accepted program parameters until a final concept within the accepted Construction Cost Budget has been accepted and approved by the District at no additional cost to the District.

## **9. Meetings**

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops minimally on a bi-weekly basis.

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## **F. CONSTRUCTION DOCUMENTS PHASE**

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall prepare from the accepted deliverables from the Design Development Phase the Construction Documents consisting of the following for each proposed system within Architect's scope of work. All Projects subject to DSA's jurisdiction shall be submitted for review, back check, and approval, under the electronic plan review process ("EPR process"), rather than paper submission.

### **1. Construction Documents ("CD") 50% Stage:**

#### **a. General**

Verify lead times and availability of all Project equipment, materials, and supplies and ensure that all of these will be available to the Contractor in a timely fashion so as not to delay the Project.

#### **b. Architectural**

- (i) Site plan developed to show building location, all topographical elements and existing/proposed contour lines.
- (ii) Elevations (exterior and interior), sections and floor plans corrected to reflect design development review comments.
- (iii) Architectural details and large blow-ups started.
- (iv) Well-developed finish, door, and hardware schedules.
- (v) Site utility plans started.
- (vi) Fixed equipment details and identification started.
- (vii) Reflected ceiling plans coordinated with floor plans and mechanical and electrical systems.

#### **c. Structural**

- (i) Structural floor plans and sections with detailing well advanced.
- (ii) Structural footing and foundation plans, floor and roof framing plans with detailing well advanced.
- (iii) Completed cover sheet with general notes, symbols and legends.

d. **Mechanical**

- (i) Mechanical calculations virtually completed with all piping and ductwork sized.
- (ii) Large scale mechanical details started.
- (iii) Mechanical schedule for equipment substantially developed.
- (iv) Complete design of Energy Management System (“EMS”).

e. **Electrical**

- (i) Lighting, power, signal and communication plans showing all switching and controls. Fixture schedule and lighting details development started.
- (ii) Distribution information on all power consuming equipment; lighting and device branch wiring development well started.
- (iii) All electrical equipment schedules started.
- (iv) Special system components approximately located on plans.
- (v) Complete design of low-voltage system. Low-voltage system includes fire alarm system, security system, clock and public address system, voice-data system, and telecom/technology system.

f. **Civil**

All site plans, site utilities, parking, walkway, and roadway systems updated to reflect update revisions from Design Development Phase Documents.

g. **Construction Cost Budget**

- (i) Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding phases, Architect shall update and refine the Design Development Phase revisions to the Construction Cost Budget. Architect shall provide a Construction Cost Budget sorted by Project Bid Packages, if more than one.
- (ii) The Construction Cost Budget for the Project must at no point exceed the District’s Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.

- (iii) Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
- (iv) At this stage of the design, the Construction Cost Budget may include design contingencies of no more than five percent (5%) in the cost estimates.

**h. Specifications**

More than fifty percent (50%) complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

- (i) No part of the specifications shall call for a designated material, product, thing, or service by specific brand or trade name unless:
  - (A) The specification is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service, as required by Public Contract Code section 3400, or
  - (B) The designation is allowable by a specific allowable exemption or exception pursuant to Public Contract Code section 3400.
- (ii) Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District and only with District's prior approval.
- (iii) Specifications shall be in CSI format.

**i. Deliverables and Numbers of Copies**

Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one (1) copy of each item in electronic format:

- (i) working drawings;
- (ii) Specifications;
- (iii) statement of requirements for testing and inspection of service for compliance with Contract Documents and applicable codes; and



- (iv) statement indicating any authorized changes made to the design from the last Phase and the cost impact of each change on the previously approved Construction Cost Budget. If no design changes occur but shifts of costs occur between disciplines, identify for District review.

2. **Construction Documents – 100% / Completion Stage:**

a. **Architectural**

- (i) Completed site plan.
- (ii) Completed floor plans, elevations, and sections.
- (iii) Architectural details and large blow-ups completed.
- (iv) Finish, door, and hardware schedules completed, including all details.
- (v) Site utility plans completed.
- (vi) Fixed equipment details and identification completed.
- (vii) Reflected ceiling plans completed.

b. **Structural**

- (i) Structural floor plans and sections with detailing completed.
- (ii) Structural calculations completed.

c. **Mechanical**

- (i) Large scale mechanical details complete.
- (ii) Mechanical schedules for equipment completed.
- (iii) Completed electrical schematic for environmental cooling and exhaust equipment.
- (iv) Complete energy conservation calculations and report.

d. **Electrical**

- (i) Lighting and power plan showing all switching and controls. Fixture schedule and lighting details completed.
- (ii) Distribution information on all power consuming equipment, including lighting, power, signal and communication device(s) branch wiring completed.
- (iii) All electrical equipment schedules completed.
- (iv) Special system components plans completed.
- (v) Electrical load calculations completed.

e. **Civil**

All site plans, site utilities, parking and roadway systems completed.

f. **Construction Cost Budget**

- (i) Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding phases, Architect shall update and refine the fifty percent (50%) Construction Documents Phase revisions to the Construction Cost Budget.
- (ii) The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.
- (iii) Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
- (iv) At this stage of the design, the Construction Cost Budget shall not include any design contingencies in excess of the cost estimates.

g. **Specifications**

- (i) Complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.
- (ii) No part of the specifications shall call for a designated material, product, thing, or service by specific brand or trade name unless:

- (A) The specification is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service, as required by Public Contract Code section 3400, or
- (B) The designation is allowable by specific allowable exemptions or exceptions pursuant to Public Contract Code section 3400.
- (iii) Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District and only with District's prior approval.
- (iv) At one hundred percent (100%) review, District shall review the Specifications and shall direct Architect to make corrections at no cost to the District.
- (v) Coordination of the Specifications with specifications developed by other disciplines.
- (vi) Specifications shall be in CSI format.

**h. Constructability Review**

The District and/or its designee, at its sole discretion, shall have the right to conduct a constructability review of the Construction Documents. A report shall be given to the Architect who shall make necessary changes along with providing written comments for each item listed in the report. Conducting a constructability review does not excuse the Architect's obligation to provide Services that shall comply with professional architectural standards, including the standard of care applicable to architects designing public school facilities and applicable requirements of federal, state, and local law.

**i. Deliverables and Numbers of Copies**

Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one (1) copy of each item in electronic format:

- (i) Working drawings;
- (ii) Specifications;
- (iii) Engineering calculations;
- (iv) Construction Cost Budgets;

- (v) Statement of requirements for testing and inspection of service for compliance with Construction Documents and applicable codes;
- (vi) Copy of DSA file including all correspondence, meeting, minutes or reports, back-check comments, checklists to date; and
- (vii) Statement indicating any authorized changes made to the design from the last Phase and the cost impact of each change on the previously approved Construction Cost Budget. If no design changes occur but shifts of costs occur between disciplines, identify for District review.

**3. Construction Documents Final Back-Check Stage:**

- a. The Construction Documents final back-check stage shall be for the purpose of the Architect incorporating all regulatory agencies' comments into the drawings, specifications, and estimate. All changes made by the Architect during this stage shall be at no additional cost to the District.
- b. The final contract documents delivered to the District upon completion of the Architect's work shall be the Bid Set and shall consist of the following:
  - (i) Drawings: Original tracings of all drawings on Architect's tracing paper with each Architect/Consultant's State license stamp.
  - (ii) Specifications: Original word-processed technical specifications on reproducible masters in CSI format.
- c. Architect shall update and refine the Consultants' completed Contract Documents.
- d. Conclusion of Construction Document Phase requires final stamp-out by DSA.

**4. Meetings**

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops minimally on a bi-weekly basis.

## **G. BIDDING PHASE**

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall perform Bidding Phase services for District as follows:

1. Contact potential bidders and encourage their participation in the Project.
2. Coordinate the development of the bidding procedures and the construction Contract Documents with the District.
3. The development of the bidding procedures and the construction Contract Documents shall be the joint responsibility of the District and Architect. Nevertheless, Architect will use all due care and diligence to confirm that its plans and specifications and all other information provided by or on behalf of the District to potential bidders discloses and publishes any potentially relevant information that could, in any way, have an impact on a Contractor's cost of performance.
4. While the Project is being advertised for bids, all questions concerning intent shall be referred to the District for screening and subsequent processing through Architect.
5. In the event that items requiring interpretation of the drawings or specifications are discovered during the bidding period, those items shall be analyzed by the Architect for decision by the District as to the proper procedure required. Corrective action will be in the form of an addendum prepared by the Architect and issued by the District.
6. Attend bid opening.
7. Coordinate with Consultants.
8. Respond to District and potential bidder questions and clarifications.
9. Deliverables and Number of Copies

Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one (1) copy of each item in electronic format:

- a. Meeting report/minutes from the kick-off meeting;
- b. Meeting report/minutes from the pre-bid site walk; and
- c. Upon completion of the Bidding Phase, Architect shall produce a Conforming Set of plans and specifications incorporating all addenda issued thus far. Architect shall supply District with two (2) complete, reproducible sets of plans and specifications marked as a Conforming Set.

## **H. CONSTRUCTION CONTRACT ADMINISTRATION PHASE**

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall perform Construction Contract Administration Phase services for the District as follows:

1. Architect's responsibility to provide basic services for the Construction Phase under the Agreement commences with the award of the contract for construction and terminates upon satisfactory performance and completion of all tasks in this phase and commencement of the Closeout Phase or upon the District's terminating the Agreement, whichever is earlier.
2. **Construction Oversight and Project Certification Process**
  - a. Architect shall ensure that the Project Inspector is approved by the DSA for the Project by submitting the applicable Inspector's Qualification Record (form DSA 5 or more current version) to and by obtaining approval from the DSA prior to commencement of construction and prior to requesting issuance of project inspections cards (form DSA 152 or more current version).
  - b. Architect shall request issuance of the proper number of project inspection cards (forms DSA 152 or more current version) by electronically submitting form DSA 102-IC (or more current version) to the DSA after the construction contract has been awarded. Architect shall provide project inspection cards to the Project Inspector prior to commencement of construction.
  - c. Prior to commencement of construction, Architect shall provide (1) a copy of the DSA approved construction documents and (2) the DSA approved Statement of Structural Tests and Special Inspections (form DSA 103 or more current version) prepared by Architect to the Project Inspector and Laboratory of Record.
  - d. Architect shall prepare and submit a Contract Information form (form DSA 102 or more current version) for all construction contracts.
  - e. Architect shall maintain such personal contact with the Project as is necessary to assure themselves of compliance, in every material respect, with the DSA-approved construction documents. Personal contact shall include visits to the Project site by the Architect or engineer or their qualified representative to observe construction.
  - f. Architect shall notify DSA as to the disposition of materials noted on laboratory testing, and/or special inspection, reports as not conforming to the DSA-approved construction documents.
  - g. Architect shall respond to DSA field trip notes as necessary.

- h. Architect shall submit an interim Verified Report (form DSA 6-AE or more current version) to the DSA electronically and a copy to the Project Inspector for each of the applicable nine (9) sections of form DSA 152 prior to the Project Inspector signing off that section of the project inspection card.
- i. Architect shall submit a Statement of Final Actual Project Cost (form DSA 168 or more current version) to the DSA.
- j. Architect shall submit Verified Reports (form DSA 6-AE or more current form) to the DSA and to the Project Inspector if any of the following events occur: (1) when construction is sufficiently complete in accordance with the DSA-approved construction documents so that the District can occupy or utilize the Project; (2) work on the Project is suspended for a period of more than one month; (3) the services of the Architect are terminated for any reason prior to completion of the Project; or (4) DSA requests a Verified Report.

### **3. Change Orders**

- a. Architect shall review all of Contractor's change order requests to determine if those requests are valid and appropriate. Architect shall provide a recommendation to District as to whether the change should be approved, partially approved, returned to the Contractor for clarification, or rejected.
- b. Architect shall furnish all necessary Construction Change Documents and additional drawings for supplementing, clarifying, and/or correcting purposes and for change orders. The District shall request these Construction Change Documents and drawings from the Architect, which shall be provided at no additional cost unless designated as Extra Services by the District. The original tracing(s) and/or drawings and contract wording for change orders shall be submitted to the District for duplication and distribution.

### **4. Submittals**

- a. Architect shall review and approve or take other appropriate action upon Contractor's submittals such as: shop drawings, Project data, samples and Construction Change Documents, but only for the purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.
- b. Architect shall review Contractor's schedule of submittals and advise the District on whether that schedule is complete. Architect shall provide the District with proposed revisions to this schedule and advise the District on whether the District should approve this schedule.

- c. Architect's action upon Contractor's submittals shall be taken as expeditiously as possible so as to cause no unreasonable delay in the construction of the Project or in the work of Contractor(s), while allowing sufficient time in the Architect's professional judgment to permit adequate review. In no case shall the review period associated with a single, particular submittal exceed twenty-one (21) calendar days from its receipt by the Architect. Architect's response to each submittal shall be a substantive and acceptable response. This twenty-one (21)-day time period shall not include time when a submittal is within the District's control or if the submittal is being reviewed by DSA. In no way does this provision reduce Architect's liability if it fails to prepare acceptable documents.
5. **RFIs.** During the course of construction as part of the basic services, Architect must respond to all Requests for Information ("RFI") as expeditiously as possible so as not to impact and delay the construction progress. In no case shall the review period associated with an RFI exceed seven (7) calendar days from receipt by the Architect. Architect's response to each RFI shall be a substantive and acceptable response. This seven-day time period shall not include time when a submittal is within the District's control or if the submittal is being reviewed by DSA. In no way does this provision reduce the Architect's liability if it fails to prepare acceptable documents. Architect must verify that RFIs are passed through the Project Inspector, if any.
6. **Notices of Deficient Work.** On the basis of on-site observations, Architect shall keep the District informed of the progress and the quality of the work, and shall endeavor to guard the District against defects and deficiencies in the work. Architect shall timely notify the District in writing of any defects or deficiencies in the work by any of the District's Contractors that Architect may observe. However, Architect shall not be a guarantor of the Contractor's performance.
7. **As-Built Drawings.** Architect shall review and evaluate for District the Contractor(s)' documentation of the actual construction performed during the Project that the Contractor(s) should prepare and submit as As-Builts. As-Builts are documents that show the actual construction performed during the Project, including changes necessitated by Construction Change Documents and change orders, and detailed by the District's construction Contractor(s) on a Conforming Set.
8. **Record Drawings.** Architect shall incorporate all information on all As-Builts, sketches, details, and clarifications, and prepare one (1) set of final Record Drawings for the District. The Record Drawings shall incorporate onto one (1) set of drawings, all changes from all As-Builts, sketches, details, and clarifications, including, without limitation, all requests for information, Construction Change Documents and change orders based upon the construction Contractor's representations of actual construction. Architect shall deliver the Record Drawings to the District at completion of the construction in a format acceptable to the District, and it shall be a condition precedent to the District's approval



of Architect's final payment. Architect may insert the following notice on the Record Drawings:

These drawings [or corrected specifications] have been prepared based on information submitted, in part, by others. Architect has provided a review consistent with its legal standard of care.

9. **O&M Manuals and Warranties.** Architect shall review equipment, operation and maintenance manuals, and a complete set of warranty documents for all equipment and installed systems, to ensure that they meet the requirements of the plans and specifications.
10. **Start-up.** Architect shall also provide, at the District's request, architectural/engineering advice to the District on start-up, break-in, and debugging of facility systems and equipment, and on apparent deficiencies or defects in construction following the acceptance of the Contractor's work.
11. **Payment Statements.** Recommendations of Payment by Architect constitute Architect's representation to the District that work has progressed to the point indicated to the best of Architect's knowledge, information, and belief, and that the quality of the work is in general conformance with the Contract Documents.

12. **Deliverables and Number of Copies**

Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one (1) copy of each item in electronic format:

- a. Meeting report/minutes from the kick-off meeting;
- b. Observation reports; and
- c. Weekly meeting reports.

13. **Meetings**

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops minimally on a bi-weekly basis.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

## **I. CLOSE OUT PHASE**

1. As the Construction Administration Phase progresses, Architect shall perform the following Close Out Phase services for the District as required in a timely manner:
  - a. Architect shall review the Project and observe the construction as required to determine when the Contractor has completed the construction of the Project and shall prepare punch lists of items that remain in need of correction or completion.
  - b. Architect shall collect from the Contractor, review, and forward to the District all written warranties, operation manuals, and spare parts with Architect's recommendation as to the adequacy of these items.
  - c. Architect shall prepare or collect, as applicable, and provide to DSA, all reports required by DSA related to the design and construction of the Project.
  - d. Architect shall respond to the DSA "90-day" letter.
  - e. Architect shall obtain all required DSA approval of all Construction Change Documents and addenda to the Contractor's contract.
  - f. Architect shall prepare a set of As-Built Drawings for the Project, as required by the District.
  - g. Architect shall review and prepare a package of all warranty and O&M documentation.
  - h. Architect shall organize electronic files, plans and prepare a Project binder.
  - i. Architect shall have primary responsibility to coordinate all Services required to close-out the design and construction of the Project with the District and among Consultants.
2. When the design and construction of the Project is complete, the District shall prepare and record with the County Recorder a Notice of Completion for the Project.
3. **Deliverables and Number of Copies**
  - a. Punch list; and
  - b. Upon completion of the Project, all related Project documents, including As-Builts and Record Drawings. These are the sole property of the District.
4. **Meetings**

During this phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as needed.

## EXHIBIT "B"

### CRITERIA AND BILLING FOR EXTRA SERVICES

The following Extra Services to the Agreement shall be performed by Architect if needed and if authorized or requested by the District:

- A. Providing services as directed by the District that are not part of the Basic Services of this Agreement, or otherwise included within **Exhibit "A."**
- B. Providing deliverables or other items in excess of the number indicated in **Exhibit "A."** Before preparing, providing, sending, or invoicing for extra deliverables, Architect shall inform the District that expected deliverables may be in excess of the number indicated in **Exhibit "A,"** so that the District can procure the additional deliverables itself or direct Architect to procure the deliverables at the District's expense or on the District's account at a specific vendor.
- C. Making revisions in drawings, specifications, or other documents when such revisions are required by the enactment or revisions of codes, laws, or regulations subsequent to the preparation of the Conforming Set.
- D. Providing consultation concerning replacement of work damaged by fire or other cause during construction and furnishing services required in connection with replacement of that work.
- E. Providing services made necessary by the default of Contractor(s).
- F. In the absence of a final Certificate of Payment or Notice of Completion, providing services more than ninety (90) days after the date of completion of work by Contractor(s) and after Architect has completed all of its obligations and tasks under the Agreement.
- G. Providing services as an expert and/or witness for the District in any mediation, arbitration, and/or trial in which the Architect is (1) not a party, and (2) did not in any way cause the dispute that is being adjudicated.
- H. The following rates, which include overhead, administrative cost, and profit, shall be utilized in arriving at the fee for Extra Services and shall not be changed for the term of the Agreement.

| <b>Job Title</b>           | <b>Hourly Rate</b> |
|----------------------------|--------------------|
| Principal In Charge:       | \$200.00           |
| Associate Principal:       | \$180.00           |
| Project Manager:           | \$150.00           |
| Assistant Project Manager: | \$130.00           |
| Contract Administrator:    | \$90.00            |

|                 |          |
|-----------------|----------|
| Program Manager | \$150.00 |
|-----------------|----------|

- I. The mark-up on any approved reimbursable item of Extra Services shall not exceed five percent (5%).
  - 1. The following items are approved for mark-up:
    - a. Sub-consultant Invoices.
  - 2. Any approved item of Extra Services not identified in the above list may not be marked-up.

J. **Format and Content of Invoices** (Extra Services Only)

Architect acknowledges that the District requires Architect’s invoices to include detailed explanations of the Services performed. For example, a six hour charge for “RFIs and CORs” is unacceptable and will not be payable. A more detailed explanation, with specificity, is required. This includes a separate entry for each RFI, PCO, CCD and change order. For example, the following descriptions, in addition to complying with all other terms of this Agreement, would be payable. The times indicated below are just placeholders:

|  |           |
|--|-----------|
| Review RFI 23; review plans and specifications for response to same; prepare responses to same and forward to contractor, district, construction manager, and project inspector. | 0.8 hours |
| Review COR 8; review scope of same and plans and specifications for appropriateness of same; prepare draft change order and language for same.                                   | 0.7 hours |
| Review COR 11; review scope of same and plans and specifications for appropriateness of same; prepare rejection of COR 11 for review by district, CM, IOR.                       | 1.2 hours |

END OF EXHIBIT

## EXHIBIT "C"

### SCHEDULE OF SERVICES

- A. Promptly after the execution of this Agreement, Architect shall prepare and submit for approval to the District a Schedule of Services showing the order in which Architect proposes to carry out Architect's Services ("Schedule of Services"). The Schedule of Services shall apply to the completion of all Services listed hereunder within the times established by this Agreement. The Schedule of Services shall be in the form of a progress chart clearly delineating all important increments and review dates. Architect shall update the Schedule of Services on a monthly basis and deliver two (2) hard copies and one (1) electronic copy to the District along with the monthly billing.
- B. Architect shall complete Services required under the Development of Architectural Program section within **14 calendar days** after written authorization from the District to proceed.
- C. Architect shall complete Services required under the Schematic Design Phase within **22 calendar days** after written authorization from District to proceed.
- D. Architect shall complete Services required under the Design Development Phase within **28 calendar days** after receipt of a written authorization from District to proceed.
- E. Architect shall complete Services required under Construction Documents Phase within **53 calendar days** after written authorization from District to proceed, and as more specifically indicated below. Excluded from this duration is the time associated with DSA review the Construction Documents back-check stage.
- |  |                                |
|--|--------------------------------|
| 1. 50% Submittal Package                                 | <b><u>14</u> calendar days</b> |
| 2. 100% Submittal Package                                | <b><u>21</u> calendar days</b> |
| 3. Final Contract Documents after Final Back-Check Stage | <b><u>7</u> calendar days</b>  |
- F. The durations stated above include the review periods of **7 calendar days** required by the District.
- G. All times to complete tasks set forth in this Exhibit are of the essence, as indicated in the Agreement. If delays in the Schedule of Services are incurred as a result of the District's inability to comply with requested meeting schedules, Architect shall maintain the right to request an adjustment in the Schedule of Services if deemed necessary to meet the deadlines set forth in this Exhibit. If approved, those extensions shall be authorized in writing by the District.

END OF EXHIBIT

**EXHIBIT "D"**

**PAYMENT SCHEDULE**

**A. Compensation**

1. The payment of consideration to Architect as provided herein shall be full compensation for all of Architect’s Services incurred in the performance hereof, including, without limitation, all costs for personnel, travel, offices, per diem expenses, printing and shipping of deliverables in the quantities set forth in **Exhibit "A,"** or any other direct or indirect expenses incident to providing the Services. Except as expressly set forth in the Agreement and **Exhibit "B,"** there shall be no payment for extra costs or expenses.
2. The total compensation to Architect shall be as stated in Article 6 of the Agreement.
3. District shall pay Architect as follows for all Services contracted for under this Agreement:

| <b>PERCENTAGE OF TOTAL FEE PER PHASE</b>  |                     |
|---|---------------------|
| <b>Phase</b>  | <b>Phase Amount</b> |
| Pre-Design/Architectural Program Development Phase                                  | <u>2.5%</u>         |
| Schematic Design Phase  | <u>10%</u>          |
| Design Development Phase  | <u>17.5%</u>        |
| Construction Documents Phase-Submittal to DSA                                       | <u>30%</u>          |
| Approval by DSA   | <u>5%</u>           |
| Bidding Phase   | <u>5%</u>           |
| Construction Contract Administration Phase  | <u>20%</u>          |
| Close Out Phase   | <u>10%</u>          |
| Generate Punch List   | 2%                  |
| Sign Off On Punch List  | 2%                  |
| Receive and Review All M & O Documents  | 2%                  |
| Filing All DSA Required Close Out Documents   | 2%                  |
| Receiving DSA Close Out, including DSA approval of the final set of Record Drawings | 2%                  |
| <b>TOTAL BASE COMPENSATION</b>  | <b>100%</b>         |

**B. Method of Payment**

1. Invoices shall be on a form approved by the District and are to be submitted to the District via the District’s authorized representative.
2. Architect shall submit to District on a monthly basis documentation showing proof that payments were made to its Consultant(s).

3. Architect shall submit to the District for approval a copy of the Architect's monthly pay request format.
4. Upon receipt and approval of Architect's invoices, the District agrees to make payments of undisputed amounts within thirty (30) days of receipt of the invoice as follows:

**a. Pre- Design/Architectural Program Development Phase:**

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Pre-Design/Architectural Program.

**b. For Schematic Design Phase:**

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Schematic Design Phase by the District.

**c. For Design Development Phase:**

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Design Development Phase by the District.

**d. For Construction Documents Phase:**

Monthly payments for percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Construction Documents Phase by the District.

**e. For Bidding Phase:**

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon the District's award of the bid.

**f. For Construction Contract Administration Phase:**

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon the District's notice of completion.

**g. For Close Out:**

Lump sum payment no sooner than thirty-five (35) days and no later than forty-five (45) days after completion of all items in this Phase.

END OF EXHIBIT



## EXHIBIT "E"

### INSURANCE REQUIREMENTS

- A. Architect shall procure, prior to commencement of the Services of this Agreement and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by the Architect, his agents, representatives, employees and Consultant(s). Architect's liabilities, including but not limited to Architect's indemnity or defense obligations, under this Agreement shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement and Architect's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement, as required or when requested, may be treated by the District as a material breach of contract.
- B. **Minimum Scope and Limits of Insurance:** Coverage shall be at least as broad as the following scopes and limits:
1. **Commercial General Liability.** Two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location or the general aggregate limit shall be twice the required occurrence limit.
  2. **Commercial Automobile Liability, Any Auto.** One million dollars (\$1,000,000) per accident for bodily injury and property damage.
  3. **Workers' Compensation Liability.** For all of the Architect's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Architect shall keep in full force and effect, a Workers' Compensation policy.
  4. **Employers' Liability.** For all of the Architect's employees who are subject to this Agreement, Architect shall keep in full force and effect, an Employment Practices Liability policy with minimum liability coverage of two million dollars (\$2,000,000) per occurrence.
  5. **Professional Liability.** This insurance shall cover the prime design professional and his/her consultant(s) on a Claims Made basis for Two Million Dollars (\$2,000,000) aggregate limit subject to no more than two hundred thousand Dollars (\$200,000) per claim deductible, coverage to continue through completion of construction plus two (2) years thereafter.
- C. District reserves the right to modify the limits and coverages described herein, with appropriate credits or changes to be negotiated for such changes.

D. **Deductibles and Self-Insured Retention:** Architect shall inform the District in writing if any deductibles or self-insured retention exceeds two hundred thousand dollars (\$200,000). At the option of the District, either:

1. The District can accept the higher deductible;
2. Architect's insurer shall reduce or eliminate such deductibles or self-insured retention as respects the District, its officers, officials, employees and volunteers; or
3. Architect shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

E. **Other Insurance Provisions:** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The District, its representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Architect; Instruments of Service and completed operations of the Architect; premises owned, occupied or used by the Architect; or automobiles owned, leased, hired or borrowed by the Architect. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.
2. For any claims related to the projects, Architect's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of Architect's insurance and shall not contribute with it.
3. Architect shall provide an endorsement that the insurer waives the right of subrogation against District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
4. Architect's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.
6. No policy may exclude insurance coverage for contractual indemnity and/or defense obligations, and all policies shall contain an endorsement specifying coverage for contractual indemnity and/or defense.
7. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except

after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

8. Architect shall pay all insurance premiums, including any charges for required waivers of subrogation or the endorsement of additional insureds. If Architect fails to maintain insurance, District may take out comparable insurance, and deduct and retain amount of premium from any sums due Architect under the Agreement.
9. Architect shall require all subconsultants to maintain the level of insurance Architect deems appropriate with respect to the consultant's scope of the Work unless otherwise indicated in the Agreement. Architect shall cause the subconsultants to furnish proof thereof to District within ten (10) days of District's request. Should Architect not require subconsultants to provide the same level of insurance as is required of Architect, as provided in this Agreement, Architect is not relieved of its indemnity obligations to District or fulfilling its insurance requirements as provided in this Agreement.
10. If Architect normally carries insurance in an amount greater than the minimum amounts required herein, that greater amount shall become the minimum required amount of insurance for purposes of the Agreement. Therefore, Architect hereby acknowledges and agrees that all insurance carried by it shall be deemed liability coverage for all actions it performs in connection with the Agreement.

F. **Acceptability of Insurers:** Insurance is to be placed with insurers admitted in California with a current A.M. Best's rating of no less than A:VII. Architect shall inform the District in writing if any of its insurer(s) have an A.M. Best's rating less than A:VII. At the option of the District, the District may either:

1. Accept the lower rating; or
2. Require Architect to procure insurance from another insurer.

G. **Verification of Coverage:** Prior to commencing with its provision of Services under this Agreement, Architect shall furnish District with:

1. Certificates of insurance showing maintenance of the required insurance coverages; and
2. Original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverages on its behalf. All endorsements are to be received and approved by the District before Services commence.

H. **Copy of Insurance Policy(ies):** Upon the District's request, Architect will furnish District with a copy of all insurance policies related to its provision of Services under this Agreement.

END OF EXHIBIT

**EXHIBIT "H"**

**VACCINATION STATUS CERTIFICATION  
(Consultant)**

Consultant/Company Name: California Design West Architects

Pursuant to the provision of the State Public Health Officer Order issued on August 11, 2021 (Order of the State Public Health Officer Vaccine Verification for Workers in Schools) individuals that are working on school district property are required to be fully vaccinated and provide proof of vaccination or must be tested once weekly with either PCR testing or antigen testing.

A person is considered fully vaccinated for COVID-19: two weeks (14 days) or more after they have received the second dose in a 2-dose series (Pfizer-BioNTech or Moderna), or two weeks or more after they have received a single-dose vaccine (Johnson and Johnson). Unvaccinated or incompletely vaccinated workers must be tested at least once weekly with either PCR testing or antigen testing that either has Emergency Use Authorization by the U.S. Food and Drug Administration or be operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services.

Consultant currently has a contract with District under which Consultant provides services and accesses District property in the course and scope of performing its contract.

By signing below, Consultant hereby certifies that its employees/staff, whether paid or unpaid, and subconsultants, who will access any District location are either fully vaccinated and have provided Consultant with proof of vaccination from a permitted source or such employees/staff and subconsultants will comply with weekly testing requirements as outlined in the State Public Health Officer Order prior to entering District property on and after October 15, 2021.

Records of vaccination verification and testing results will be made available upon District's request or that of the County Health Officer for purposes of case investigation.

In addition, Consultant shall, while accessing District sites, remain in compliance with all current District policies and procedures associated with COVID-19 safety. The Consultant agrees to strictly, and without exception, follow all local, state, and federal guidelines regarding human protection from COVID-19 (the "Guidelines") while accessing District sites. The Guidelines to strictly follow are located at various sites, including, but not limited to:

- a) <https://www.cdc.gov/coronavirus/2019-ncov/index.html>
- b) <https://covid19.ca.gov/>
- c) <https://www.smchealth.org/>

I acknowledge that this certification, upon receipt and acceptance by the District, hereby supplements and amends and is hereby incorporated by reference into Consultant's existing contract with the District, that continued compliance with the matters described herein is a condition for continuation of that contract and that failure to adhere to these requirements constitutes a breach of contract resulting in consequences including, without limitation, contract termination. I acknowledge and certify under penalty of perjury that I am duly authorized to legally bind the Consultant to all provisions and items included in this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_ at \_\_\_\_\_, California.

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

Title: \_\_\_\_\_

Please submit this completed/signed certification by email to \_\_\_\_\_, at \_\_\_\_\_, with the executed Agreement.

**Services may be suspended if this certification is not returned prior to performing services within the scope of this Agreement on District property.**

END OF EXHIBIT



**Agreement for Construction Management Services**

**between**

**Sacramento City Unified School District**

**and**

**Kitchell/CEM, Inc.**

**Kit Carson International Academy  
Gym HVAC Replacement Project**

**Dated: November 3, 2022**

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**EXHIBITS “A” – “F”**

## AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES

This Agreement for Construction Management Services ("Agreement") is made as of November 3, 2022, between the Sacramento City Unified School District, a California public school district ("District"), and Kitchell/CEM, Inc. ("CM") (both collectively "Parties"), for the following project ("Project"):

The construction administration of the Kit Carson International Academy Gym HVAC Replacement Project

See **Exhibit "A"** for detailed Project scope.

The Project may include multiple components. Any one of the components or combination thereof may be changed, including terminated, as indicated herein, without changing in any way the remaining component(s) or this Agreement. The provisions of this Agreement shall apply to each component without regard to the status of the remaining component(s). CM shall invoice for each component separately and District shall compensate CM for each component separately on a proportionate basis based on the level and scope of work completed for each component.

For and in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

### ARTICLE 1. Definitions

- 1.1 In addition to the definitions above, the following definitions for words or phrases shall apply when used in this Agreement, including all Exhibits:
  - 1.1.1 **Agreement:** The Agreement consists exclusively of this document and all identified exhibits attached and incorporated by reference.
  - 1.1.2 **Architect:** The architect(s) that the District designates as being the architect(s) for all or a portion of the Project, including all consultants to the Architect(s).
  - 1.1.3 **As-Built Drawings ("As-Builts"):** Any document prepared and submitted by District Contractor that details on a Conforming Set, the actual construction performed during the Project, including changes necessitated by Construction Change Documents and change orders, and detailed by the District's construction Contractor on a Conforming Set.
  - 1.1.4 **Board:** The District's Governing Board.
  - 1.1.5 **Conforming Set:** The plans, drawings, and specifications at the end of the Bidding Phase that incorporate all addenda, if any, issued during the Bidding Phase.
  - 1.1.6 **Construction Budget:** The total amount indicated by the District for the Project plus all other costs, including design, construction, administration, financing, and all other costs.

- 1.1.7 **Construction Change Documents (“CCD”)**: The documentation of changes to the DSA-approved construction documents.
- 1.1.8 **Construction Cost Budget**: The total cost to District of all elements of a Project designed or specified by the Architect, as adjusted during and at the end of the design phase in accordance with this Agreement and the Agreement for Architectural Services. The Construction Cost Budget does not include the compensation of the Project Design Team, the Program Manager, the CM and any subconsultants, the cost of the land, rights-of-way, or financing which are the responsibility of the District.
- 1.1.9 **Construction Manager**: The entity listed in the first paragraph of this Agreement.
- 1.1.10 **Consultant(s)**: Any and all consultant(s), sub-consultant(s), subcontractor(s), or agent(s) to the CM.
- 1.1.11 **Contractor**: One or more licensed and registered contractors under contract with the District for construction of all or a portion of the Project.
- 1.1.12 **Design Team**: The Architect(s) that the District designates as being the architect(s) for all or a portion of the Project, including all consultants to the Architect(s), plus all engineer(s) or other designer(s), who have a responsibility to the District to design all or a portion of the Project either directly or as a subconsultant or subcontractor. The term Design Team includes the Design Professional in General Responsible Charge on this Project.
- 1.1.13 **DIR**: California Department of Industrial Relations.
- 1.1.14 **District**: The Sacramento City Unified School District.
- 1.1.15 **District’s Representative**: The individual identified herein that is authorized to act on the District’s behalf with respect to the Project. The initial District’s Representative shall be Chris Ralston, Director of Facilities. District may change the District’s Representative by notice as set forth herein.
- 1.1.16 **DSA**: Division of the State Architect in the California Department of General Services.
- 1.1.17 **Extra Services**: District-authorized Services outside of the scope in **Exhibit “A”** or District-authorized reimbursables not included in CM’s fee.
- 1.1.18 **Fee**: The CM’s Fee is defined in Article 7 and payable as set forth in **Exhibit “D.”**

- 1.1.19 **Program Manager:** Any program manager hired to perform program management services for the District, including all Consultant(s) to the Program Manager.
- 1.1.20 **Project Inspector, Inspector of Record, IOR:** The agent of the DSA at the project site whose primary responsibility will be to insure that the project is constructed in compliance with current codes; DSA-approved plans and specifications relating to fire life safety, structure, and accessibility; and quality controls required of a public works facility. The IOR will report to both the DSA and the Architect.
- 1.1.21 **Record Drawings:** A final set of drawings prepared by the Architect incorporating all changes from all As-Builts, sketches, details, and clarifications.
- 1.1.22 **Service(s):** All labor, materials, supervision, services, tasks, and work that the CM is required to perform and that are required by, or reasonably inferred from, the Agreement, and that are necessary for the design and completion of the Project.

**ARTICLE 2. Term**

- 2.1 **Term:** This Agreement shall become effective upon final execution, and, except as otherwise provided herein, will continue in effect until November 30, 2023.

**ARTICLE 3. Scope, Responsibilities and Services of CM**

- 3.1 **Scope:** CM shall provide the Services described herein and under **Exhibit "A"** for the Project.
- 3.2 **Standard of Care:** CM, its officers, agents, employees, subcontractors, Consultants and any persons or entities for whom CM is responsible, shall provide all Services pursuant to this Agreement in accordance with the requirements of this Agreement and in a manner consistent with the standard of care under California law applicable to those who specialize in providing the same services for projects of the type, scope, and complexity of the Project. The District's review, approval of, or payment for any of the Services required under this Agreement shall not be construed as assent that CM has complied, nor in any way relieve the CM of compliance, with (i) the applicable standard of care, or (ii) applicable statutes, regulations, rules, guidelines and requirements.
- 3.3 **Coordination:** In the performance of CM's services under this Agreement, CM agrees that it will maintain coordination with District-designated representatives as may be requested and desirable. This shall include, without limitation, coordination with all members of the District's Design Team, the Project Inspector, and the Program Manager.

- 3.4 **Other Consultants:** If the CM employs sub-consultant(s), the CM shall ensure that its contract(s) with its sub-consultant(s) include language incorporating the terms of this Agreement.
- 3.5 **CM's as District Representative:** CM will act as the District's agent to render the Services and furnish the work as described in **Exhibit "A,"** commencing with the receipt of a written Notice to Proceed signed by the District Representative. CM's services will be completed in accordance with the schedule attached as **Exhibit "C."** During the Project's Construction Phase, the District may require that the Contractors submit all notices and communication relating to the Project directly to the CM.
- 3.6 **Review of General Obligation Bond Program Report and District's Facilities Master Plan:** CM will review the District's Facilities Master Plan for the District and other written materials the District makes available by the District to CM to understand fully the nature, extent and intent of the Facilities Plan and the Project.
- 3.7 **Review of Measure H:** CM will review Measure H and other written materials made available by the District to CM that relate to Measure H to fully understand the extent of funding available to implement the District's Master Facilities Plan for the District, the anticipated schedule for issuance of Bonds under Measure H relative to the anticipated design, bidding and construction of projects.
- 3.8 **Expansion of Work based on Additional Funds:** Should the Board decide to expand the scope of the Project and/or supplement the Construction Budget based upon availability of additional funds, Construction Manager agrees to perform the additional scope of work under the fee and cost terms of this Agreement.
- 3.9 **Conflicts of Interest Prohibited:**
- 3.9.1 CM understands that District officials and employees are prohibited from involvement in decisions in which they may have a financial interest pursuant to Government Code sections 1090 and 87100 et seq., and certifies that it does not know of any facts indicating that any District official or employee has an ownership or other financial interest, direct or indirect, in this Agreement. Further, CM hereby certifies that no current District official or employee of the District, and no one who has been a District official or employee of the District within the past two years has participated in bidding, selling or promoting this Agreement. CM understands that in addition to the remedies available at law, that any failure to provide an accurate certification or any violation of this provision shall make the Agreement voidable by District.
- 3.9.2 CM shall not be permitted to submit proposals or otherwise seek contracts for the following services to be procured by the District in connection with any project covered by this Agreement: Design

Professional, IORs or Test/Inspection. If CM identifies potential Design Professionals, Project Inspectors or Test/Inspection services in connection with a project, CM shall affirmatively and unequivocally represent and warrant to the District that neither CM nor any person who holds equity interest in CM's organization is a former or current holder of any equity interest in the firm identified or has any financial interest in the firm identified. District reserves the sole discretion to waive this subsection's requirements on a case-by-case basis.

**ARTICLE 4. CM Staff**

- 4.1 The District selected CM to perform the Services because of the CM's skills and expertise of key personnel.
- 4.2 CM agrees that the following key personnel in CM's firm shall be associated with the Project and perform the Services in the following capacities:
  - Principal In Charge: Bill Johal
  - Project Director: Jeff Dees/Dan Porter
  - Construction Manager: TBD
  - Scheduler: Rick Stassi
  - Field Office Manager/Clerical: Jo Ward
  - Estimating Manager Tim Prechel
- 4.3 CM shall not change any of the key personnel listed above without the District's prior written approval, unless said personnel cease to be employed by CM. Regardless of the reason for the change in key personnel, District shall be allowed to interview and retains the right to approve replacement personnel.
- 4.4 If any designated lead or key person fails to perform to the satisfaction of the District, then upon the District's written notice, the CM will have seven (7) calendar days to remove that person from the Project and shall provide a replacement person acceptable to the District.
  - 4.4.1 All lead or key personnel for any Consultant must also be designated by the Consultant and are subject to all conditions stated in this Agreement.
- 4.5 CM represents that the Construction Manager has no existing interest and will not acquire any interest, direct or indirect, that could conflict in any manner or degree with the performance of Services required under this Agreement. CM agrees further that no person having any such interest shall be employed by CM.

**ARTICLE 5. Schedule of Work**

CM shall commence work under this Agreement upon receipt of a Notice to Proceed and shall prosecute the work diligently as described in **Exhibit "A"** so as to proceed with and complete the Services in compliance with the schedule attached as **Exhibit "C."** Time is of the essence and failure of CM to perform work on time as specified in this Agreement is a material breach of this Agreement.

**ARTICLE 6. Construction Cost Budget**

- 6.1 CM shall have responsibility, along with the Architect, to develop, review, and reconcile the Construction Cost Budget per Project with the Architect and the District throughout the design process and construction.
- 6.2 The Construction Cost Budget shall be the total cost to District of all Project elements the Design Team designs or specifies.
- 6.3 CM shall work cooperatively with the Project Design Team throughout the Project, including but not limited to, the Schematic Design Phase, Design Development Phase, and Construction Documents Phase, as described in **Exhibit "A,"** so that the Project's construction cost as designed by the Project Design Team will not exceed the Construction Cost Budget, as may be adjusted subsequently with the District's written approval. CM shall notify the District if it believes the Project's construction cost of the work by the Project Design Team will exceed the Construction Cost Budget, and/or if it believes the construction cost as designed will exceed the Construction Cost Budget. CM, however, shall not perform or be responsible for any design or architectural services.
- 6.4 Evaluations of the District's Construction Budget, and CM's preliminary and detailed cost estimates, represent the CM's best judgment as a professional familiar with the construction industry.
- 6.5 If the Bidding Phase has not commenced within ninety (90) days after DSA approval of the plans and specifications, the Construction Cost Budget may be adjusted at District's request to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the District and the date on which proposals are sought.
- 6.6 The District may, in its sole discretion, do one, or a combination, of the following if any of the events in Article 6.7 occur:
  - 6.6.1 Give CM written approval of an agreed adjustment to the Construction Cost Budget.
  - 6.6.2 Authorize CM to re-negotiate and/or re-bid the Project, when appropriate, within three (3) months' time of receipt of bids, at no additional cost to the District (exclusive of District and other agencies' review time).

- 6.6.3 Terminate this Agreement if the Project is abandoned by the District without further obligation by either party.
- 6.6.4 Within three (3) months of receipt of bids, instruct Design Team to revise the drawings and specifications (in scope and quality as approved by the District) to bring the Project within the Construction Cost Budget for re-bidding. CM will perform cost estimation, value engineering, constructability reviews, and/or bidding support at no additional cost to the District.
- 6.7 If any of the following events occur, the District may exercise any one, or any combination, of the actions set forth in Article 6.6 above:
  - 6.7.1 The lowest responsive base bid received is five percent (5%) or more in excess of the Construction Cost Budget or
  - 6.7.2 The combined total of base bid and all additive alternates equal or exceed ten percent (10%) of the Construction Cost Budget; or
  - 6.7.3 The Construction Cost Budget increases in phases subsequent to the Schematic Design Phase due to reasonably foreseeable changes in the condition of the construction market in the Sacramento Area, in so far as these have not been caused by Acts of God, earthquakes, strikes, war, or energy shortages due to uncontrollable events in the world economy.

**ARTICLE 7. Fee and Method of Payment for Basic Services**

- 7.1 District shall pay CM an amount not to exceed **One Hundred Sixty-Six Thousand Eight Hundred Ninety Dollars (\$166,890)** for all services contracted for under this Agreement and based on the Fee Schedule set forth in **Exhibit "D."**
- 7.2 District shall pay CM the Fee pursuant to the provisions herein and the method of payment set forth in **Exhibit "D."**
- 7.3 CM shall bill its work under this Agreement on a percent of completion basis in accordance with **Exhibit "D."**
- 7.4 No increase in fee will be due from change orders generated during the construction period to the extent caused by CM's error(s) or omission(s).
- 7.5 The CM's fee set forth in this Agreement shall be full compensation for all of CM's Services incurred in the performance hereof as indicated in **Exhibit "D,"** including, without limitation, all costs for personnel, travel within two hundred (200) miles of the Project location, offices, per diem expenses, printing, providing or shipping of deliverables in the quantities set forth in **Exhibit "A."**



**ARTICLE 8. Payment for Extra Services**

- 8.1 Any charges for Extra Services shall be paid by the District as described in **Exhibit "B"** at the rates set forth in **Exhibit "D"** only upon certification of the District's prior written authorization of the claimed Extra Services and the Extra Services have been satisfactorily completed.
- 8.2 CM shall submit to District a written proposal describing the proposed scope of services and listing the personnel, labor duration, rates, and cost. CM shall proceed with Extra Services only upon receiving the District's prior written authorization. CM will not be entitled to any compensation for Extra Services performed prior to receiving District's written authorization.
- 8.3 If CM performs any Extra Services without the District's authorized representative's prior written authorization, the District will not be obligated to pay for such Extra Services. The foregoing provision notwithstanding, CM will be paid by the District as described in **Exhibit "B"** for Extra Services the District's authorized representative verbally requests, provided CM confirms such request in writing pursuant to the notice requirements of this Agreement, and proceeds with such Extra Services not earlier than two (2) business days after the District receives CM's written confirmation of the request.

**ARTICLE 9. Ownership of Data**

- 9.1 All of CM's work product prepared or generated in connection with this Agreement is the District's property.
- 9.2 Upon the District's request, the CM shall make available to the District all work product completed or in progress at the time of such a request.
- 9.3 After Project completion or, if the District exercises the right to terminate this Agreement pursuant to the Agreement terms, CM shall assemble and deliver to District within five (5) calendar days of the District's written request, all of CM's work product of the generated, prepared, reviewed or compiled in connection with this Agreement and the Services and authorized Extra Services hereunder. This includes, without limitation, all CM generated documents, copies of all documents CM exchanged with or copied to or from all other Project participants, and all closeout documents. CM shall be index and organize appropriately said Project records for easy use by District personnel.
- 9.4 All Project records are District property, whether or not those records are in the CM's possession. District retains all rights to all copyrights, designs, and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that CM or its Consultants prepare or cause to be prepared pursuant to this Agreement. Notwithstanding the preceding sentence, CM and its Consultants shall be entitled to reuse work product generated under this Agreement.

## ARTICLE 10.

### Termination of Contract

- 10.1 District's Request for Assurances: If District at any time reasonably believes CM is or may be in default under this Agreement, District may in its sole discretion notify CM of this fact and request written assurances from CM of performance of Services and a written plan from CM to remedy any potential default under the terms this Agreement that the District may advise CM of in writing. CM shall, within ten (10) calendar days of District's request, deliver a written cure plan that meets the District's requirements in its request for assurances. CM's failure to provide such written assurances of performance and the required written plan, within ten (10) calendar days of request, will constitute a material breach of this Agreement sufficient to justify termination for cause.
- 10.2 District's Termination of CM for Cause: If CM fails to perform CM's duties to the District's satisfaction, or if CM fails to fulfill in a timely and professional manner CM's material obligations under this Agreement, or if CM violates any of the material terms or provisions of this Agreement, the District shall have the right to terminate this Agreement effective immediately upon the District giving CM written notice thereof. In the event of a termination pursuant to this subdivision, CM may invoice District for all work performed until the notice of termination, but District shall have the right to withhold payment and deduct any amounts equal to the District's costs because of CM's actions, errors, or omissions.
- 10.3 District's Termination of CM for Convenience: District shall have the right in its sole discretion to terminate this Agreement for its own convenience. In the event of a termination for convenience, CM may invoice District and District shall pay all undisputed invoice(s) for work performed until the notice of termination. This shall be the only amount(s) potentially owing to CM if there is a termination for convenience.
- 10.4 CM's Termination of Agreement for Cause: CM has the right to terminate this Agreement if the District does not fulfill its material obligations under this Agreement and fails to cure such material default within sixty (60) days of receipt of written notice of said defaults, or if the default cannot be cured within sixty (60) days, commence to cure such default, diligently pursue such cure, and complete the cure within a reasonable time following written notice and demand from CM. Such termination shall be effective after receipt of written notice from CM to the District.
- 10.5 Effect on Pre-Termination Services: Except as indicated in this Article, termination shall have no effect upon any of the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of such termination.
- 10.6 Ceasing Services upon Termination: If, at any time in the progress of performing Services under this Agreement, the District determines that CM's Services should be terminated, the CM, upon the District's written notice of such termination, shall immediately cease providing Services, except to transfer files as directed by the District. The District shall pay CM only the fee

associated with the Services provided and approved by District since the last paid invoice and up to the notice of termination.

- 10.7 Project Suspension: If the Project is suspended by the District for more than one hundred and eighty (180) consecutive days, the CM shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the schedule shall be adjusted and the CM's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the CM's Services. CM shall make every effort to maintain the same Project personnel after suspension.

## **ARTICLE 11. Indemnity**

- 11.1 To the furthest extent permitted by California law, CM shall indemnify and hold free and harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("the Indemnified Parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity ("Claim") to the extent caused by the negligence, recklessness, or willful misconduct of the CM, its officers, employees, subcontractors, consultants, or agents, including without limitation, the payment of all consequential damages. CM shall also, to the furthest extent permitted by California law, defend the Indemnified Parties at CM's own expense, including attorneys' fees and costs, from any and all Claim(s) and allegations relating thereto with counsel approved by District where such approval is not to be unreasonably withheld.
- 11.2 CM shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnified Parties in any Claim. CM's obligation pursuant to Article 11.1 includes reimbursing the District for the cost of any settlement paid by the Indemnified Parties and for any and all fees and costs, including but not limited to, legal fees and costs, expert witness fees, and consultant fees, incurred by the Indemnified Parties in the defense of any Claim(s), or to enforce the indemnity herein. CM's obligation to indemnify shall not be restricted to insurance proceeds.
- 11.3 District may withhold from amounts owing to CM any and all costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CM.

## **ARTICLE 12. Conduct on Project Site and Fingerprinting**

- 12.1 Unacceptable and/or loud language will not be tolerated. "Cat calls" or other derogatory language toward students or public will not be allowed.
- 12.2 Drugs, alcohol, and smoking on District property are strictly prohibited. No drugs, alcohol and/or smoking are allowed at any time in any building and/or grounds on District's property. No students, staff, visitors or contractors are to use drugs on District's property.

- 12.3 Pursuant to Education Code section 45125.2, the District has determined on the basis of the scope of Services in this Agreement that CM and its subcontractors and employees will have only limited contact with pupils. CM will promptly notify the District in writing of any facts or circumstances which might reasonably lead the District to determine that contact will be more than limited. Should there be more than limited contact, CM shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. CM shall not permit any employee to have any contact with District pupils until such time as the CM has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. CM's responsibility shall extend to all employees, agents, and employees or agents of its Consultants regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as CM's independent contractors. CM shall provide to District verification of compliance with this section by submitting an executed Criminal Background Investigation Certification (**Exhibit "E"**).
- 12.4 For all workers on District property, CM shall comply with all applicable federal, state and local laws regarding COVID-19, including but not limited to the CDPH's State Public Health Officer Orders. CM shall provide to District verification of compliance with this section by submitting an executed COVID-19 Vaccination/Testing Certification (**Exhibit "F"**).

**ARTICLE 13. Responsibilities of the District**

- 13.1 The District shall examine the documents submitted by the CM and shall render decisions so as to avoid unreasonable delay in the process of the CM's Services.
- 13.2 The District shall provide to the CM as complete information as is available to District regarding the District's Project requirements.
- 13.3 The District shall retain design professional(s) whose services, duties and responsibilities will be described in written agreement(s) between the District and design professional(s).
- 13.4 Unless the contract documents require that Contractor provide any of the following, the District shall, in a timely manner, and with CM's assistance, secure, submit and pay for necessary approvals, easements, assessments, permits and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities, subject to CM's and/or the Design Team's duties to recommend or provide same.
- 13.5 The District, its representatives, and consultants shall communicate with the Contractor either directly or through the CM.
- 13.6 The District shall designate an officer, employee and/or other authorized representatives to act on the District's behalf with respect to the Project. The

District's Project representative shall be available during working hours and as often as may be required to render decisions and to furnish information in a timely manner.

**ARTICLE 14. Liability of District**

- 14.1 Other than as provided in this Agreement, District's obligations under this Agreement shall be limited to the payment of the compensation as provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
- 14.2 CM shall pay to District any and all costs incurred by District, or for which District may become liable, to the extent caused by negligent delays, acts, or omissions of CM in its performance of its Services.
- 14.3 District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by CM, or by its employees, even though such equipment be furnished or loaned to CM by District.
- 14.4 CM hereby waives any and all claim(s) for recovery from the District under this Agreement, which loss or damage is covered by valid and collectible insurance policies. CM agrees to have its required insurance policies endorsed to prevent the invalidation of insurance coverages by reason of this waiver. This waiver shall extend to claims paid, or expenses incurred, by CM's insurance company on the District's behalf.

**ARTICLE 15. Insurance**

- 15.1 CM shall procure, prior to commencement of Services, and will maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CM, their agents, representatives, employees and sub-consultant(s). CM's liabilities, including but not limited to, CM's indemnity or defense obligations under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement and CM's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement, as required or when requested, may be treated by the District, subject to its sole discretion, as a material breach of contract.
- 15.2 **Minimum Scope and Limits of Insurance:** Coverage shall be at least as broad as the following scopes and limits:

- 15.2.1 **Commercial General Liability.** Two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, property damage, death, advertising injury, and medical payments arising from the performance of any portion of the Services. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project/location or the general aggregate limit shall be twice the required occurrence limit.
- 15.2.2 **Commercial Automobile Liability, Any Auto.** One million dollars (\$1,000,000) per occurrence.
- 15.2.3 **Workers' Compensation.** Statutory limits required by the State of California. For all of the CM's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, CM shall keep in full force and effect, a Workers' Compensation policy. CM shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
- 15.2.4 **Employer's Liability.** One million dollars (\$1,000,000) per accident for bodily injury or disease. For all of the CM's employees who are subject to this Agreement, CM shall keep in full force and effect, an Employers' Liability policy. That policy shall provide employers' liability coverage with minimum liability coverage of Two million dollars (\$2,000,000) per occurrence. CM shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
- 15.2.5 **Professional Liability.** This insurance shall cover the CM and its sub-consultant(s), if any, for one million dollars (\$1,000,000) aggregate limit subject to no claim deductible, coverage to continue through completion of construction plus two years thereafter. The policy must contain terms or endorsements extending coverage that requires the insurer to defend and indemnify for acts which happen before the effective date of the policy provided the claim is first made during the policy period.
- 15.3 The District reserves the right to modify the limits and coverages described herein, with appropriate credits or charges to be negotiated for such changes.
- 15.4 **Deductibles and Self-Insured Retention:** Any deductibles or self-insured retention exceeding Twenty-Five Thousand Dollars (\$25,000) must be declared to and approved by the District. At the option of the District, either:
  - 15.4.1 The District can accept the higher deductible;

- 15.4.2 CM's insurer shall reduce or eliminate such deductibles or self-insured retention as respects the District, its officers, officials, employees and volunteers; or
- 15.4.3 CM shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- 15.5 **Other Insurance Provisions:** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
  - 15.5.1 All policies except for the worker's compensation, employer's liability and professional liability insurance policy shall be written on an occurrence form.
  - 15.5.2 The District, its representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the CM; Instruments of Service and completed operations of the CM; premises owned, occupied or used by the CM; or automobiles owned, leased, hired or borrowed by the CM. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. All endorsements shall waive any right to subrogation against any of the Additional Insureds.
  - 15.5.3 Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.
  - 15.5.4 CM shall pay all insurance premiums, including any charges for required waivers of subrogation or the endorsement of additional insureds. If CM fails to maintain insurance, District may take out comparable insurance, and deduct and retain amount of premium from any sums due CM under the Agreement.
  - 15.5.5 The CM's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  - 15.5.6 Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, not renewed, or material change in coverage except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.
  - 15.5.7 CM's insurance coverage shall be primary and non-contributory insurance as respects the Additional Insureds with respect to any claims related to, arising out of, or connected with the Project. Any insurance or self-insurance maintained by the Additional Insureds

shall be in excess of the CM's insurance and shall not contribute with it.

- 15.5.8 Construction Manager shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
  - 15.5.9 CM shall require all subconsultants to maintain the level of insurance CM deems appropriate with respect to the consultant's scope of the Work unless otherwise indicated in the Agreement. CM shall cause the subconsultants to furnish proof thereof to District within ten (10) days of District's request. Should CM not require subconsultants to provide the same level of insurance as is required of CM, as provided in this Agreement, CM is not relieved of its indemnity obligations to District or fulfilling its insurance requirements as provided in this Agreement.
  - 15.5.10 If CM normally carries insurance in an amount greater than the minimum amounts required herein, that greater amount shall become the minimum required amount of insurance for purposes of the Agreement. Therefore, CM hereby acknowledges and agrees that all insurance carried by it shall be deemed liability coverage for all actions it performs in connection with the Agreement.
- 15.6 **Acceptability of Insurers:** Insurance is to be placed with insurers admitted in California with a current A.M. Best's rating of no less than A:VII. CM shall inform the District in writing if any of its insurer(s) have an A.M. Best's rating less than A:VII. At the option of the District, the District may either:
- 15.6.1 Accept the lower rating; or
  - 15.6.2 Require CM to procure insurance from another insurer.
- 15.7 **Verification of Coverage:** Prior to commencing with its provision of Services under this Agreement, but no later than three (3) calendar after the Notice of Award, CM shall furnish the District with:
- 15.7.1 Certificates of insurance showing maintenance of the required insurance coverage;
  - 15.7.2 Original endorsements affecting coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before work commences.
- 15.8 **Copy of Insurance Policy(ies):** Upon the District's request, CM will furnish District with a copy of all insurance policies related to its provision of Services under this Agreement.



**ARTICLE 16. Nondiscrimination**

CM agrees to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations found to be applicable to Consultant and all of its subcontractors. In addition, Consultant agrees to require like compliance by all of its subcontractor(s).

**ARTICLE 17. Covenant Against Contingent Fees**

CM warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CM, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CM, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the contract price or consideration or otherwise recover the full amount of such fee, commission, percentage fee, gift, or contingency.

**ARTICLE 18. Entire Agreement/Modification**

This Agreement, including the Exhibits hereto, supersedes all previous contracts and constitutes the entire understanding of the Parties hereto. CM shall be entitled to no benefit other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both Parties. CM specifically acknowledges that in entering into this Agreement, CM relies solely upon the provisions contained in this Agreement and no others.

**ARTICLE 19. Non-Assignment of Agreement**

This Agreement is intended to secure the CM's specialized services. CM may not assign, transfer, delegate or sublet any interest therein without the District's prior written consent. Any assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void.

**ARTICLE 20. Law, Venue**

- 20.1 This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California.
- 20.2 To the fullest extent permitted by California law, Sacramento County shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

**ARTICLE 21. Alternative Dispute Resolution**

- 21.1 All claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement may be decided through mediation as the first method of resolution. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice.
- 21.2 If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Consultant shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Consultant's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Consultant submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.
- 21.3 Notwithstanding any disputes, claims or other disagreements between the CM and the District, CM shall continue to provide and perform Services hereunder pending a subsequent resolution of such disputes.

**ARTICLE 22. [RESERVED]**

**ARTICLE 23. Severability**

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

**ARTICLE 24. Employment Status**

- 24.1 CM shall, during the entire term of Agreement, be construed to be an independent contractor and nothing in this Agreement is intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow District to exercise discretion or control over the professional manner in which CM performs the Services which are the subject matter of this Agreement; provided always, however, that the Services to be provided by CM shall be provided in a manner consistent with all applicable standards and regulations governing such Services.
- 24.2 CM understands and agrees that CM's personnel are not and will not be eligible for: membership in, or to receive any benefits from, any District group plan for hospital, surgical or medical insurance; membership in any District retirement program; paid vacation, paid sick leave or other leave, with or without pay; or any other benefits which accrue to a District employee.

- 24.3 Should District, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Department, or both, determine that CM or any employee of CM is an employee of District for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by CM which can be applied against this liability). District shall then forward those amounts to the relevant taxing authority.
- 24.4 Should a relevant taxing authority determine a liability for past services performed by CM for District, upon notification of such fact by District, CM shall promptly remit the amount due or arrange with District to have the amount due withheld from future payments to CM under this Agreement (again, offsetting any amounts already paid by CM which can be applied as a credit against that liability).
- 24.5 A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, CM shall not be considered an employee of District. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine CM is an employee for any other purpose, then CM agrees to a reduction in District's liability resulting from this Agreement pursuant to principles similar to those stated in the foregoing paragraphs so that the total expenses of District under this Agreement shall not be greater than they would have been had the court, arbitrator, or administrative authority determined CM was not an employee.
- 24.6 Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement.

**ARTICLE 25. Warranty of CM**

- 25.1 CM warrants that CM is properly licensed and/or certified under the laws and regulations of the State of California to provide the Services that it has herein agreed to perform. CM further warrants that all of the work CM performs under this Agreement shall comply with all applicable laws, rules, regulations and codes of the United States and the State of California. CM also warrants that it shall comply with all applicable ordinances, regulations, and resolutions of Sacramento County.
- 25.2 CM certifies that it is aware of the provisions of the California Labor Code of the State of California, requiring every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and it certifies that, if applicable, it will comply with those provisions before commencing the performance of the work of this Agreement.
- 25.3 To the extent that the work performed under this contract is subject to labor compliance and enforcement by the DIR, CM specifically acknowledges and understands that it shall perform the Services while complying with all

applicable provisions of Division 2, Part 7, Chapter 1 of the Labor Code and Title 8 of the California Code of Regulations, including all applicable prevailing wage requirements.

**ARTICLE 26. Cost Disclosure - Documents and Written Reports**

CM shall be responsible for compliance with California Government Code section 7550, if the total cost of the Agreement is over five thousand dollars (\$5,000).

**ARTICLE 27. Communications / Notice**

Notices and communications between the Parties to this Agreement may be sent to the following addresses by registered or certified mail with postage prepaid, return receipt requested, by overnight delivery service, or by personal delivery:

**District:**

Sacramento City Unified School District  
5735 47th Avenue  
Sacramento, CA 95824  
ATTN: Contracts Office

**CM:**

Kitchell/CEM, Inc.  
2450 Venture Oaks Way Ste 500  
Sacramento, CA 95833  
ATTN: Jeff Dees

If notice is given by registered or certified mail with postage prepaid, return receipt requested, it shall be considered delivered on the day the notice is signed for. If notice is given by overnight delivery service, it shall be considered delivered on the date stated in the proof of delivery.

CM and District, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

**ARTICLE 28. [RESERVED]**

**ARTICLE 29. District's Right to Audit**

29.1 District retains the right to review and audit, and the reasonable right of access to CM's and any Consultant's premises to review and audit the CM's compliance with the provisions of this Agreement ("District's Right"). The District's Right includes the right to inspect, photocopy, and to retain copies, outside of CM's premises, of any and all Project-related records and other information with appropriate safeguards, if such retention is deemed necessary by the District in its sole discretion. The District shall keep this information confidential, as allowed by applicable law.

29.2 The District's Right includes the right to examine any and all books, records, documents and any other evidence of procedures and practices that the District determines is necessary to discover and verify whether CM is in compliance with all requirements of this Agreement.

29.3 If there is a claim for additional compensation or for Extra Services, the District's Right includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that the

District determines is necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.

- 29.4 CM shall maintain complete and accurate records in accordance with generally accepted accounting practices in the industry. CM shall make available to the District for review and audit all Project-related accounting records and documents and any other financial data. Upon District's request, CM shall submit exact duplicates of originals of all requested records to the District.
- 29.5 CM shall include audit provisions in any and all of its subcontracts, and shall ensure that these sections are binding upon all Consultants.
- 29.6 CM shall comply with these provisions within fifteen (15) days of the District's written request to review and audit any or all of CM's Project-related records and information.

**ARTICLE 30. Other Provisions**

- 30.1 CM shall be responsible for the cost of construction change orders caused directly by CM's willful misconduct or negligent acts, errors or omissions. Without limiting CM's liability for indirect or consequential cost impacts, the direct costs for which CM shall be liable shall equal its proportionate share of the difference between the cost of the change order and the reasonable cost of the work had such work been a part of the originally prepared Construction Documents. These amounts shall be paid by CM to District or the District may withhold those costs from amounts due or to become due to CM.
- 30.2 Neither the District's review, approval of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and CM shall remain liable to the District in accordance with this Agreement for all damages to the District caused by CM's failure to perform any of the Services furnished under this Agreement to the standard of care of the CM for its Services, which shall be, at a minimum, the standard of care of construction managers performing similar work for California public school districts at or around the same time and in or around the same geographic area of the District.
- 30.3 CM shall share, credit, or reimburse District fifty percent (50%) of the amount of any tax deduction and/or credit CM receives for District Projects under the Commercial Buildings Energy-Efficiency Tax Deduction, 26 U.S. Code § 179D ("Section 179D"). CM shall provide District with all necessary documentation to enable District to verify the amounts of the Section 179D tax deduction. CM shall notify District in writing of the Section 179D tax deduction within 30 days of when CM receives IRS notice of the Section 179D tax deduction or receives the Section 179D tax refund, whichever occurs first.
- 30.4 Each party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement

was the product of negotiation, that no party is the author of this Agreement, and that this Agreement shall not be construed against any party as the drafter of the Agreement.

- 30.5 The individual executing this Agreement on behalf of CM warrants and represents that she/he is authorized to execute this Agreement and bind the CM to all terms hereof.
- 30.6 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one Agreement binding all the Parties hereto.

**ARTICLE 31. Exhibits.**

Exhibits "A" through "F" attached hereto are hereby incorporated by this reference and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below.

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**

**KITCHELL/CEM, INC.**

By: \_\_\_\_\_  
Rose Ramos  
Chief Business Officer

By: \_\_\_\_\_  
Wendy Cohen  
President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT "A"**

**RESPONSIBILITIES AND SERVICES OF CONSTRUCTION MANGER**

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## EXHIBIT "A"

### RESPONSIBILITIES AND SERVICES OF CONSTRUCTION MANGER

Construction Manager ("CM") shall provide professional services necessary for completing the following:

#### **1. BASIC SERVICES**

- 1.1. Provide work which shall comply with professional standards and applicable requirements of federal, state, and local law.
- 1.2. Monitor and advise the District as to all material developments in the Project. Maintain reporting systems for scope, sequencing, scheduling, budgets and communication for the Project using existing District software.
- 1.3. Be the focal point of all communication to and from construction Contractor(s).
- 1.4. Implement methods to budget and track all expenditures on the Project. CM shall generate monthly reports to the District reflecting this information.
- 1.5. Prepare methods to track and report on schedule status for the Project. CM shall develop master schedules and milestone schedules for the Project, and shall report on same each month to the District.
- 1.6. CM shall work cooperatively with District to anticipate and maintain a schedule of upcoming Board information and action items and shall prepare reports, background materials, and preliminary materials in District-specified format.
- 1.7. CM shall work cooperatively with the Design Team and the District to:
  - 1.7.1. Define and schedule the Project.
  - 1.7.2. Provide Services that will result in the development of an overall Project strategy with regard to phases, construction schedules, timing, budget, prequalification, contractor and consultant procurement, construction materials, building systems, and equipment.
- 1.8. Organize an initial planning workshop to create baseline parameters for the Project(s), to define overall building requirements, Project(s) strategy, conceptual budget and schedule. Pursuant to understandings reached at these meetings, CM will develop an implementation plan that identifies the various phases of the Project(s), coordination among phases, and budget and time constraints for each phase of the Project. The plan will include a detailed strategy, Project Budget and Project schedule as well as identification of critical events and milestone activities.
- 1.9. Perform constructability reviews, determine construction feasibility, availability of materials and labor, time requirements for installation and construction, and factors related to cost, including costs of alternative designs, of materials, preliminary budgets, and possible economies.



- 1.10. Interface with the Contractor and all subcontractors during construction to ensure that the District is provided with an acceptable Project and the best value for taxpayer dollars.
- 1.11. Advise the District as to the regulatory agencies that have jurisdiction over any portion or all of the Project, and as to coordination with and implementation of the requirements of the regulatory agencies, including without limitation DSA.
- 1.12. Contract for or employ, at CM's expense, sub-consultant(s) to the extent deemed necessary for CM's services. Nothing in the foregoing shall create any contractual relationship between the District and any sub-consultant(s) employed by the CM under terms of this Agreement.
- 1.13. Cooperate with the District, Board, and other professionals employed by the District for the design, coordination or management of other work related to the Project, including District staff and consultants, project manager(s), citizens' oversight committee, other District committees, and the community to facilitate the timely completion of the Project within Board-approved budgets and to District design standards.
- 1.14. Chair, conduct and take minutes of periodic meetings between District and its design professional(s), the Site Committee meetings, and construction meetings during the course of the Project. CM shall invite the District and/or its representative and the Project Inspector to participate in these meetings. CM shall keep meeting minutes to document comments generated in these meetings.
- 1.15. Develop for District approval a Project time schedule at the start of Project development that does the following:
  - 1.15.1. Provides sufficient time for prequalification, and if necessary the resolution of any appeals, bidding, and, if necessary, rebidding, or negotiating if applicable, the Project;
  - 1.15.2. Coordinates and integrates the design professional(s)' design efforts with bidding schedules;
  - 1.15.3. Includes realistic activity sequences and durations, allocation of labor and materials and delivery of products requiring long lead-time procurement; and
  - 1.15.4. Takes into account the District's occupancy requirements (showing portions of the Project having occupancy priority and ongoing operational occupancy requirements).
- 1.16. Be responsible for the professional quality and technical accuracy of all cost estimates, constructability reviews, studies, reports, projections, opinions of the probable cost of construction, and other services furnished by CM under this Agreement as well as coordination with all Master Plans, studies, reports and other information provided by District to CM. CM shall, without additional compensation, correct or revise any errors or omissions in materials it generates.
- 1.17. Maintain a log of all meetings, site visits or discussions held in conjunction with the work of the Project, with documentation of major discussion points, observations, decisions,

questions or comments. These shall be furnished to the District and/or its representative for inclusion in the overall Project documentation.

- 1.18. Coordinate transmittal of documents to regulatory agencies for review and advise the District of potential problems in completion of such reviews.
- 1.19. Prepare a bidders list for each bid package for approval by the District.
- 1.20. Assistance with administration of the prequalification process;
- 1.21. Assistance in development of documents necessary or appropriate for bidding the Construction Contract for the Project;
- 1.22. Development of bidders' interest in a Project, including but not limited to telephonic and correspondence campaigns and preparing and placing notices and advertisements to solicit bids for the Project(s);
- 1.23. Assistance in conducting job walks and bidders' conferences and the maintenance and preparation of minutes of job walks or bidder's conferences;
- 1.24. Assistance in responding to bidders' inquiries and the development of bid addenda as necessary or appropriate;
- 1.25. Review of bid proposals for responsiveness to bid requirements, evaluation of bidder responsibility, and analysis of completed questionnaires;
- 1.26. Interviewing possible bidders, references, bonding agents and financial institutions;
- 1.27. Preparing recommendations for the District for pre-qualification of prospective bidders;
- 1.28. Tabulations and evaluation of bid results along with a recommendation for award of the Construction Contract for a Project;
- 1.29. Assisting with resolution of any appeals;
- 1.30. For Lease Leaseback projects, coordinate Request for Qualifications/Proposals ("RFP") process and assist in negotiation of agreements, including, Site Lease and Facilities Lease with guaranteed maximum price; and
- 1.31. Preparation of agenda items for Board approval.
- 1.32. Provide documentation, pictures, and other information and assistance to the District for the District's use on a website for public access to show Project status.
- 1.33. Provide direction and planning to ensure Project adherence to applicable environmental requirements, such as those emanating from the Environmental Protection Agency ("EPA"), Cal/EPA, the California Environmental Quality Act ("CEQA"), and State of California laws, regulations and rules. CM shall comply with, and ensure that all Consultants, all Contractors and their subcontractors and design professionals and their subconsultants comply with, any storm water pollution prevention plans, other storm water management program and other environmental impact mitigation requirements that are approved by the District and applicable to the Project, at no additional cost to the District.

- 1.34. Cooperate and implement District's reporting to and interface with the Labor Commissioner's Office, including but not limited to:
  - 1.34.1. Registering public works project with the Department of Industrial Relations (DIR) within thirty (30) days of the award, but in no event later than the first day in which a contractor has workers employed upon the public work;
  - 1.34.2. Requiring proof of public works contractor registration before accepting a bid or awarding a contract; and
  - 1.34.3. Reporting any suspected public works violations to the Labor Commissioner.
- 1.35. CM shall maintain accurate Project cost accounting records maintained with generally accepted accounting principles ("GAAP") on authorized work performed under unit costs, actual costs for labor and material, or other basis for maintaining required accounting records. CM shall provide accounting records to the District on a monthly basis, or as reasonably requested by District. CM shall afford the District access to these records and preserve these records for a period of three (3) years after final payment, at no cost to the District.
- 1.36. Assist Architect with the preparation of an estimate of costs for all addenda and coordinate with Architect to submit the estimate to the District for approval. Assist and coordinate with Architect as required to adjust the Construction Cost Budget and other Project costs as indicated in this Agreement and as required in the Agreement for Architectural Services.
- 1.37. Provide and maintain a management presence on the Project site.
- 1.38. CM is **NOT** responsible for:
  - 1.38.1. Ground contamination or hazardous material analysis.
  - 1.38.2. Any asbestos testing, design or abatement; however, it shall coordinate and integrate its work with any such information provided by District.
  - 1.38.3. Compliance with the California Environmental Quality Act ("CEQA"), except that CM agrees to coordinate its work with that of any CEQA consultants retained by the District, and the work of Contractor and the Design Team to provide current information for use in CEQA compliance documents and to identify and carry out mitigation measures.
  - 1.38.4. Historical significance report.
  - 1.38.5. Soils investigation.
  - 1.38.6. Geotechnical hazard report.
  - 1.38.7. Topographic survey, including utility locating services.

## 2. GENERAL PROJECT SERVICES

- 2.1 **General:** Monitor and advise the District and Program Manager as to all material developments on the Project. CM shall implement with District approval reporting methods developed by Program Manager for schedules, cost and budget status. The CM shall be

the focal point of all communication to and from construction Contractor and shall be copied on all communications between the District and its Design Team.

- 2.2 **Scheduling:** Track and report on schedule status for Project. The CM shall develop Project master schedules and milestone schedules, and review and approve Contractor project schedules and milestone schedules for the project per specifications, and shall report on same each month to the District and Program Manager.
- 2.3 **Cost Controls:** Implement methods to track construction expenditures on the Project using methods developed by Program Manager. The CM shall generate monthly reports to the District reflecting this information.

### 3. PRECONSTRUCTION PHASE

- 3.1 To the extent requested by District or Program Manager, assist with providing overall coordination of the Project; serve as the focal point of communication, transmitting information to the District and Design Team on general aspects of the Project, including planning, scheduling, cost management, progress reporting, design review, dispute resolution, and documentation. Communications from the construction Contractor to the District and Design Team shall be through the CM. The CM shall receive simultaneous copies of all written communications from the District or the Design Team to the construction Contractor.
- 3.2 To the extent requested by District or Program Manager, assist with the detailed definition of project scope, budget, and schedule, as needed. Review and reconcile cost estimates from the assigned architect and coordinate peer review estimates when requested by the District. Advise the District regarding owner-supplied equipment and other potential cost-saving measures.
- 3.3 To the extent requested by District or Program Manager, assist the District in the solicitation and retention of design and engineering consultants, and coordinate design consultants' activities and delivery schedules, as needed. Provide value engineering and life cycle cost analysis.
- 3.4 Provide design-phase services in conjunction with the architecture firms awarded the Project by the District. Work with the Architect to conform and refine designs to correlate designs to budget and Facilities Master Plan, if applicable. Review design documents for constructability, scheduling, consistency, and coordination during schematic and design development phases of work. Perform constructability reviews at appropriate stages of design. Assist with verification of site conditions. Expedite design reviews, including modifications. Keep accurate documentation of all discussions with users regarding scope and resolution.
- 3.5 Prepare and maintain a Construction Management schedule for the Project. Prepare a procurement plan and move in occupancy planning, where required.
- 3.6 To the extent requested by District or Program Manager, assist with monitoring and reporting to the District on status of design and state approval in relation to the schedule for the Project. Attend meetings to coordinate design efforts for the Project. Assist in identifying and obtaining all necessary approvals.

- 3.7 To the extent requested by District or Program Manager, assist with soliciting proposals, evaluate, and recommend other professional consultants needed to complete the Project.
- 3.8 Implement District-approved implementation procedures, forms and reporting requirements for the Project that involve all members of the Project team, including the District, Design Team, and construction Contractor.
- 3.9 Work with the Design Team and District to develop the final sizes, choice of materials, services and utilities and other detailed design and performance criteria of the Project.
- 3.10 To the extent requested by District or Program Manager, provide value engineering at the Schematic Design and/or 100% Design Development Phase. This evaluation will consist of a review of the proposed materials, equipment, systems and other items depicted in the design documents and shall be coordinated with the District's design guidelines and design professional(s). The CM will prepare a value engineering report documenting the results of the evaluation and make recommendations to the District with respect to alternatives, deletions, or amendments of such proposed items that pertain to the anticipated construction costs, useful life, maintenance and operational costs and efficiencies. The CM shall provide to the District value engineering recommendations and cost/benefit analysis of those recommendations.
- 3.11 Perform or subcontract for constructability reviews of the Project at the Design Development Phase and at 90% of the Construction Documents Phase. The CM shall review the design documents for clarity, consistency, constructability and coordination. The results of the review shall be provided in writing and as notations on the documents to the District. The CM shall also make recommendations to the District with respect to constructability, construction cost, sequence of construction, and construction duration.
- 3.12 Develop master bid/award schedule(s) including construction milestones for the Project through the completion of construction, as directed by the District, in coordination with design professional(s) and advise and consult with the District. CM shall review and approve construction Contractor's schedules, but shall not dictate any construction Contractor's means and/or methods of performance.
- 3.13 Establish schedules for any Consultant, and for any hazardous materials or other testing, and review costs, estimates, and invoices of each.
- 3.14 Implement a management control system to support such functions as planning, organizing, scheduling, budgeting, reporting progress, and identifying and documenting problems and solutions for the Project. Prepare monthly progress reports for the District regarding the schedule for the Project.
- 3.15 To the extent requested by District or Program Manager, organize an initial planning workshop to create baseline parameters for the Project, to define overall building requirements, Project strategy, conceptual budget and schedule. Pursuant to understandings reached at these meetings, Construction Manager will develop an implementation plan that identifies the various phases of the Project, coordination among phases, and budget and time constraints for each phase of the Project. The plan will include a detailed strategy, master budget and master schedule as well as identification of critical events and milestone activities.

- 3.16 To the extent requested by District or Program Manager, provide updated cost estimates for the Project at the Schematic Design, Design Development, and Construction Documents Phases as directed by District; coordinate with design professional(s) and reconcile cost estimates with design professional(s)' estimates.
- 3.17 Advise District regarding "green building" technology and lifecycle costing, when applicable.
- 3.18 Fully coordinate all changes requested by any utility company needed to complete the Project.
- 3.19 Review and tailor the District's front end documents for the Project. Recommend the number of days required for the construction phase (and any sub-phases, such as hazardous material abatement) and recommend the amount of the liquidated damages.

#### **4. PRE-BID PHASE**

- 4.1 Develop master schedules and construction schedules for the Project. Develop budget(s) for the Project based on construction cost estimates.
- 4.2 In consultation with the District and according to District-approved policies, procedures, and standards, implement procedures, forms, and reporting requirements for the Project. Establish, accordingly, a communications procedure for the Project that allows for decision making at appropriate levels of responsibility and accountability.
- 4.3 Work with the Program Manager and Design Team to modify or add to standard, special, or general conditions for contract documents that might be needed for unique Project or contract conditions, for the District's approval, and/or assist in the development of documents necessary for the bidding phase.
- 4.4 To the extent requested by District or Program Manager, make recommendations for development and implementation of procedures to comply with applicable bidding or RFP requirements for the Project as applicable and for expediting completion of the bidding process for the Project. The scope of the foregoing includes without limitation, recommendations of CM with respect to: (a) pre-qualification of potential contractors; (b) combination of two or more of the Projects for design, bidding and/or construction purposes; and (c) alternative construction delivery approaches for the Project, including consideration of a single general contractor and/or Lease Leaseback approach to construction for each Project.

#### **5. BIDDING PHASE**

- 5.1 To the extent requested by District or Program Manager, assist with pre-qualification process for the selection of prime and/or sub-contractors based on the detailed definition of Project scope, budget, schedule, and programming support. Develop a list of pre-qualified prime and sub-contractors, as required.
- 5.2 Develop bidders' interest in the Project. Coordinate all bid phase activities with District departments. Conduct pre-bid conferences to familiarize bidders with the bidding documents, and any special systems, materials or methods and with Project procedures.

Conduct job walks and bidders' conferences, maintain and prepare minutes of job walks or bidder's conferences. Field questions from bidders, referring questions to Design Team and District as required. Coordinate with Design Team to respond to bidder questions by addenda.

- 5.3 Prepare public solicitation notices for District approval. Review, coordinate, and estimate cost of bid phase addenda.
- 5.4 Review bid proposals for responsiveness to bid requirements, evaluate bidder responsibility, and conduct reference checks. Prepare bid analyses and advise the District on compliance of bidders with District requirements and bid requirements. Report and recommend to the District after review and evaluation. Make recommendations to the District for prequalification of bidders and award of contracts or rejection of bids.
- 5.5 Conduct post-bid conferences as required. Assist and advise regarding bid protests.
- 5.6 If appropriate, coordinate contracting with Contractor awarded the contract, including evaluating bonds and insurance, and negotiate final terms of construction contractor's contract(s), if applicable.
- 5.7 Conduct pre-award conferences with successful bidders.
- 5.8 Schedule and conduct preconstruction meetings. Maintain, prepare, and distribute minutes.
- 5.9 Assist with the preparation of agenda items for Board approval. Coordinate submittals required by governing agencies.

## **6. CONSTRUCTION PHASE**

- 6.1 Administer the construction Contract.
- 6.2 Develop detailed construction schedules or review Contractor's submitted schedules, as needed. Administer and coordinate the work of Contractor on a daily basis. Enforce performance, scheduling, and notice requirements. Review Contractor's schedule submittals and make recommendations to the District.
- 6.3 Monitor schedule and cost information for Contractor. Document the progress and costs of the Project. Report and advise proactively on potential schedule and budget variances and impacts. Recommend potential solutions to schedule and cost problems. Work cooperatively with the District, Architect, and Contractor to ensure that Project is delivered on time and within budget. Review construction progress and prepare reports.
- 6.4 Verify permits, approvals, bonds, insurances, and schedules of values. Coordinate with DSA Project Inspector, and ensure compliance with all DSA reporting and closeout requirements. Submit necessary reports to state and local authorities.
- 6.5 Monitor the construction Contractor to verify that tools, equipment, and labor are furnished and work performed and completed within the time required or indicated by the plans and specifications, under the direction and to the satisfaction of the District. The CM expressly

agrees to verify that the specifications are met, observed, performed, and followed in accordance with the professional standards of care for construction management.

- 6.6 Coordinate work of the construction Contractor and effectively manage the Project to achieve the District's objectives in relation to cost, time and quality.
- 6.7 Provide continuous on-site construction management personnel, as needed. Conduct construction meetings for the Project to discuss and resolve such matters as progress, quality and scheduling. Said meetings shall be weekly unless Project conditions do not require that frequency. Prepare and promptly distribute minutes. When required by field or other conditions, construction progress, or the quality of workmanship, conduct special construction meetings; record, prepare, and distribute minutes of these meetings to the District, the affected construction Contractor, and Design Team.
- 6.8 Establish and implement team communication procedures.
- 6.9 Ensure that construction Contractor provides construction schedules as required by the construction Contracts, including activity sequences and durations, submittal schedule, or procurement schedule for products that require long lead time. The CM shall review construction Contractor's construction schedules for conformity with the requirements of the construction Contract and conformity with the overall schedule for the Project. Where construction Contractor's construction schedules do not so conform, the CM will take appropriate measures to secure compliance, subject to District approval.
- 6.10 Ensure construction Contractor's compliance with the requirements of the respective construction Contract for updating, revising, and other obligations relative to their respective construction schedules.
- 6.11 Cost Control. CM shall develop and monitor an effective system of construction cost control for the Project. CM shall identify variances between actual and budgeted or estimated costs and advise District and design professional(s) whenever a Project cost exceeds budgets or estimates. CM shall manage the construction bids and contracts in accordance with the Construction Budget.
- 6.12 Continually monitor whether construction contract requirements are being fulfilled and recommend courses of action to the District when Contractor fails to fulfill contractual requirements.
- 6.13 The CM may authorize minor variations in the work from the requirements of the contract documents that do not involve an adjustment in the contract price or the contract time or design and which are consistent with the overall intent of the contract documents. The CM shall provide to the design professional(s) and the District copies of these authorizations.
- 6.14 Evaluate and process payment applications and verify progress.
- 6.15 Verify that safety programs are developed and submitted by the construction Contractor as required by the Contract. Neither CM, Project Manager nor District shall be responsible for or have any liability for Contractor's failure to provide, comply with, or enforce said safety programs.



- 6.16 Implement quality control program, including As-Built Drawings accuracy. Coordinate and evaluate Contractor's recovery schedules.
- 6.17 Record the progress of the Project by a log.
- 6.18 Monitor ongoing Project costs to verify that projected costs do not exceed approved budget and provide the District timely notice of any potential increase in costs in excess of approved budgets provided to CM.
- 6.19 Negotiate Contractor's proposals and review change orders prepared by Design Team, with Design Team's input as needed, for approval by the District.
- 6.20 Evaluate and process change order requests. Make recommendations to the District. Determine cost and schedule effects of change orders. Prepare change order reports and maintain a change order log for the Project and implement procedures to expedite processing of change orders.
- 6.21 Assist the District in coordinating the services of special consultants and testing laboratories on the Project.
- 6.22 In conjunction with the Design Team, monitor work of the construction Contractor to determine that the work is being performed in accordance with the requirements of the respective construction documents for the Project, including but not limited to the plans, specifications, addenda, and all other contract documents, as well as all applicable laws, regulations and directives of agencies with jurisdiction over any of the Project. As appropriate, with assistance of Design Team, make recommendations to the District and Program Manager regarding special inspection or testing of work that is not in accordance with the provisions of the contract documents.
- 6.23 To guard District against defects in the work of the construction Contractor, the CM shall implement a quality control program to monitor the quality and workmanship of construction for conformity with:
  - 6.23.1 Accepted industry standards;
  - 6.23.2 Applicable laws, rules, or ordinances; and
  - 6.23.3 The design documents and contract documents.
- 6.24 Where the work of a construction Contractor does not conform as set forth above, the CM shall, with the input of Design Team:
  - 6.24.1 Notify the District of any non-conforming work observed by the CM;
  - 6.24.2 Reject the non-conforming work; and
  - 6.24.3 Take any and all action(s) necessary to compel the construction Contractor to correct the work.
- 6.25 Evaluate, track, and maintain logs of requests for information ("RFI") from construction Contractor and responses, shop drawings, samples, and other submittals, based, in part, on

information obtained from the design professional(s). Advise District and Program Manager as to status and criticality of RFIs.

- 6.26 Implement procedures, in collaboration with the District, Program Manager and Design Team, for expediting the processing and approval of shop drawings, product data, samples, and other submittals for each contract. Receive and transmit all submittals from the construction Contractor to the Design Team for review and approval. Maintain submittal and shop drawing logs.
- 6.27 Record the progress of work at the Project. When present, prepare daily reports for the Project containing a record of weather, construction Contractor(s) present and their number of workers, work accomplished, problems encountered, and other relevant data.
- 6.28 Prepare and distribute monthly project status reports for the Project including updates on project activities, progress of work, outstanding issues, potential problems, schedule, and status of RFIs, change orders, and submittals.
- 6.29 Coordinate, assist, and support Architect during construction administration phase as required.
- 6.30 CM shall maintain records of principal building layout lines, elevations of the bottom of footings, floor levels, and key site elevations as provided by the construction Contractor. At the completion of the Project, deliver all such records to District. Construction Contractor and design professional(s) share responsibility to prepare Record Drawings and As-Built Drawings.
- 6.31 Coordinate the move into the Projects.
- 6.32 Work with District team to develop lists of incomplete or unsatisfactory work ("punch lists").
- 6.33 Fully document and prepare deductive change orders for extra services of consultants that are the responsibility of a Contractor or another consultant. Present such a change order for signature by the Contractor or consultant.
- 6.34 Determine final completion and payment. Determine completion dates, final payments, and release of retention. Coordinate procurement and installation of Furniture, Fixtures, and Equipment ("FF&E").

## **7. PROJECT COMPLETION**

- 7.1 The CM shall observe the construction Contractor's check-outs of utilities, operational systems and equipment, and start-up and testing. The CM shall maintain records of start-up and testing as provided by the construction Contractor and shall ensure the District of compliance with applicable provisions of the Contract, that all work has been performed and accepted, and that all systems are complete and operative.
- 7.2 At the punch list phase of the Project or designated portions thereof, CM, in consultation with the Architect, shall ensure the preparation of a list of incomplete or unsatisfactory work or work which does not conform to the requirements of the contract documents ("punch list work") and a schedule for the completion of the punch list work. CM shall provide this list to the construction Contractor. CM shall coordinate construction

Contractor's performance and completion of punch list work. CM shall review, with the Architect and District, the completed punch list work. CM shall ensure that, with input of the Architect, the completed punch list work complies with applicable provisions of the construction Contract.

- 7.3 CM shall determine, with the Architect and District, when the Project or designated portions thereof are complete.
- 7.4 CM shall conduct, with the Architect and District, final inspections of the Project or designated portions thereof. CM shall notify the District of final completion.
- 7.5 CM shall consult with the Architect and District and shall determine when the Project and the construction Contractor's work are finally completed. CM shall assist with the issuance of a Certificate of Final Completion, and shall provide to the District a written recommendation regarding payment to the Contractor.
- 7.6 CM shall coordinate close-out procedures, including personnel training. Advise District staff on systems operations, training and close-out of Project.
- 7.7 CM shall coordinate and expedite Contractor close-out requirements, including guarantees/warranties, certificates, keys, manuals, As-Built Drawings, Record Drawings, specifications, daily logs, and verified reports. Ensure that all other project participants submit necessary close-out documentation.
- 7.8 CM shall coordinate operational safety reviews with District post occupancy and manage corrective work as necessary.
- 7.9 CM shall ensure that all building commissioning requirements have been fulfilled in a timely manner through District commissioning agents.
- 7.10 CM shall obtain occupancy permits (where required), coordinate final testing, documentation, and regulatory inspections. Prepare occupancy plan report.
- 7.11 CM shall prepare final accounting reports.

## **8. FINAL DOCUMENTS**

The Construction Manager shall review and monitor all As-Built Drawings, maintenance and operations manuals, and other closeout documents to be sure that all required documents meeting contract requirements are provided, and shall secure and transmit to the District and Program Manager those documents and all required guarantees, keys, manuals, record drawings, and daily logs. The Construction Manager shall also forward all documents and plans to the District upon completion of the project and ensure all such plans and documents are well organized for any appropriate audit or review of the Project.

## **9. WARRANTY**

The Construction Manager shall assist Program Manager as necessary to implement a Warranty Inspection and Warranty Work procedure for the Project that Contractor must follow. The

procedure shall include a twelve (12) month call back period and a final warranty inspection eleven (11) months after Project completion to inspect the Project and identify any outstanding warranty work.

**10. PROJECT CLOSEOUT**

To the extent requested by District or Program Manager, the Construction Manager shall assist District, Architect, and Program Manager as necessary to ensure all information and documentation necessary for Project closeout with the DSA is complete and the Project is timely closed out with DSA. This includes but is not limited to reports from independent consultants, inspectors, testing laboratories, and corresponding or required DSA forms.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**EXHIBIT "B"**

**CRITERIA AND BILLING FOR EXTRA SERVICES**

The following Extra Services to this Agreement shall be performed by CM if needed and requested by District:

1. Providing services required because of significant documented changes in the Project initiated by the District, including but not limited to size, quality, complexity, or the District's schedule.
2. Providing consultation concerning replacement of work damaged by fire or other cause during construction and furnishing services required in connection with replacement of such work.
3. Providing services made necessary by the default of Contractor, or by major defects or deficiencies in the work of the Contractor, or by failure of performance of the District's consultants.
4. Seeking variances or changes to agency guidelines on behalf of the District when so directed by the District.
5. Preparing to serve or serving as a witness in connection with any public hearing, dispute resolution proceeding or legal proceeding, other than that necessitated by the negligent acts, errors or omissions of CM or where the CM is a party thereto, except for a Contractor's hearing necessitated by a bid protest or by a Contractor's request to substitute a subcontractor, or by handling of any stop payment notices.
6. Performing technical inspection and testing.
7. Providing other services not otherwise included in this Agreement and not customarily furnished in accordance with the generally accepted scope of construction management practice.

**Format and Content of Invoices**

CM acknowledges that the District requires CM's invoices to include detailed explanations of the Services performed. For example, a six hour charge for the entire day is unacceptable and will not be payable. A more detailed explanation describing specific tasks is required.

**Hourly Rates for Extra Services**

1. The following rates, which include overhead, administrative cost and profit, shall be utilized in arriving at the fee for Extra Services and shall not be changed for the term of the Agreement. CM shall bill in quarter-hour increments for all Extra Services.

| <b><u>Job Title</u></b>                   | <b><u>Hourly Rate</u></b> |
|---|---------------------------|
| Principal in Charge                       | \$225                     |
| Project Director                          | \$215                     |
| Project Manager II / Construction Manager | \$180                     |
| Field Office Manager/Clerical             | \$90                      |

|                   |       |
|-------------------|-------|
| Estimator Manager | \$195 |
| Scheduler         | \$160 |

2. The mark-up on any approved item of Extra Services performed by sub-consultant(s) or subcontractor(s) shall not exceed five percent (5%).

**EXHIBIT "C"**  
**SCHEDULE OF WORK**

See attached.

**Sacramento City Unified School District -  
Kit Carson - HVAC/Roof**

| Schedule / Phase                             | 2022                            |     |     |     | 2023 |     |     |     |     |     |     |     |     |     |     |     |       |       |    |        |         |         |
|--|---------------------------------|-----|-----|-----|------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------|-------|----|--------|---------|---------|
|  | S                               | O   | N   | D   | J    | F   | M   | A   | M   | J   | J   | A   | S   | O   | N   | D   |       |       |    |        |         |         |
|  | 160                             | 200 | 160 | 160 | 200  | 160 | 160 | 200 | 160 | 160 | 200 | 160 | 160 | 200 | 160 | 200 |       |       |    |        |         |         |
| Precon Services                              | 1                               | 2   | 3   | 4   | 5    | 6   | 7   | 8   | 9   | 10  | 11  | 12  | 13  | 14  | 15  | 16  |       |       |    |        |         |         |
| Procurement of Long Lead (HVAC)              | Procurement of Long Lead (HVAC) |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |       |       |    |        |         |         |
| Construction                                 | Construction                    |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |       |       |    |        |         |         |
| Move in and Closeout                         | Move in and Closeout            |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |       |       |    |        |         |         |
| <b>CONSTRUCTION MANAGEMENT SERVICES</b>      |                                 |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |       |       |    |        |         |         |
| <b>Position / Classification</b>             | <b>Name</b>                     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |       |       |    |        |         |         |
| Regional Executive                           | Bill Johal                      |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |       | 0.0   | \$ | 225.00 | \$      | -       |
| Project Director                             | Jeff Dees                       |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |       | 14.0  | \$ | 215.00 | \$      | 3,010   |
| Project Director                             | Dan Porter                      |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |       | 36.0  | \$ | 215.00 | \$      | 7,740   |
| Project Manager II / Construction Manager    | Angela Thomas                   |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |       | 0.0   | \$ | 180.00 | \$      | -       |
| Project Manager                              | TBD                             |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |       | 820.0 | \$ | 160.00 | \$      | 131,200 |
| Project Engineer                             | TBD                             |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |       | 0.0   | \$ | 105.00 | \$      | -       |
| Field Office Manager/Clerical                | Jo Ward                         |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |       | 206.0 | \$ | 90.00  | \$      | 18,540  |
| Estimating Manager                           | Tim Prechel                     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |       | 0.0   | \$ | 195.00 | \$      | -       |
| Estimators                                   | Jay, Matt, James                |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |       | 0.0   | \$ | 140.00 | \$      | -       |
| Exec. Director Business Analytics & Controls | Jason V.                        |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |       | 0.0   | \$ | 225.00 | \$      | -       |
| Scheduler                                    | Rick Stassi                     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |       | 40.0  | \$ | 160.00 | \$      | 6,400   |
| <b>Total (FTEs / Month)</b>                  | 0                               | 0   | 0   | 0   | 10   | 10  | 12  | 26  | 122 | 200 | 240 | 200 | 118 | 138 | 0   | 0   | 1,116 |       |    | \$     | 166,890 |         |

**Scope of Services:**

Provide Construction management services from Design through DSA  
Closeout

Note: Timeline is based on preliminary schedules. If the contractors schedule pushes out past this timeline the hours will need to be adjusted.



**EXHIBIT "D"**

**FEE SCHEDULE**

**Compensation**

1. The CM's fee set forth in this Agreement shall be full compensation for all of CM's Services incurred in its performance, including, without limitation, all costs for personnel, travel within two hundred (200) miles of the Project location (travel reimbursements must be approved by District prior to travel), offices, per diem expenses, office supplies, printing, providing, or shipping of deliverables in the quantities set forth in **Exhibit "A."**
2. The amount of compensation shall be the amount set forth in the Agreement, including all billed expenses. No compensation will be paid or due, without advance written approval of the District.

**Method of Payment of Basic Services**

1. CM shall submit monthly invoices for the portion of the overall fee reflecting the services performed and costs incurred for each respective month. In no event shall the total payments exceed the CM's fee set forth in Article 7 this Agreement except as authorized under **Exhibit "B."**
2. CM shall submit these invoices in duplicate to the District via the District's authorized representative.
3. CM shall submit to District on a monthly basis documentation showing proof that payments were made to his/her sub-consultants.
4. Upon receipt and approval of CM's invoices, the District agrees to make payments on all undisputed amounts no later than thirty (30) days from receipt of the invoice.
5. The District may withhold or deduct from amounts otherwise due CM hereunder if CM fails to timely and completely perform material obligations to be performed on its part under this Agreement, with the amounts withheld or deducted being released after CM has fully cured such failure of performance, less costs, damages or losses sustained by the District resulting therefrom.

**EXHIBIT "E"**

**CRIMINAL BACKGROUND INVESTIGATION/FINGERPRINTING CERTIFICATION**

PROJECT/CONTRACT NO.: 0450-453 between the Sacramento City Unified School District ("District") and Kitchell/CEM, Inc. ("CM") for construction management services for the Kit Carson International Academy Gym HVAC Replacement Project ("Contract" or "Project").

The undersigned does hereby certify to the governing board of the District as follows:

That I am a representative of the CM currently under contract with the District; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of CM.

CM certifies that it has taken at least one of the following actions with respect to the Project that are the subject of the Contract (check all that apply):

- Pursuant to Education Code section 45125.2, CM has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between CM's employees and District pupils at all times; and/or
- Pursuant to Education Code section 45125.2, CM certifies that all employees will be under the continual supervision of, and monitored by, an employee of the CM who the California Department of Justice ("DOJ") has ascertained, or as described below, will ascertain, has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising CM's and its subcontractors' employees is:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**NOTE:** If the CM is a sole proprietor, and elects the above option, CM must have the above-named employee's fingerprints prepared and submitted by the District, in accordance with Education Code section 45125.1(h). No work shall commence until such determination by the DOJ has been made.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District and undertake to prepare and submit CM's fingerprints as if he or she was an employee of the District.

Date: \_\_\_\_\_

District Representative's Name and Title: \_\_\_\_\_

District Representative's Signature: \_\_\_\_\_

- The Work on the Contract is either (i) at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of the Contract shall come in contact with the District pupils or (ii) CM's employees or any subcontractor or supplier of any tier of the Contract will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Consultant's employees, subcontractors or suppliers so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to CM under the Contract.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

By: \_\_\_\_\_  
Rose Ramos  
Chief Business Officer

Date: \_\_\_\_\_

- The CM, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all CM's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the DOJ has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of CM's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or
- The CM is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(h) with respect to all CM's employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and hereby agrees to the District's preparation and submission of fingerprints such that the DOJ may determine that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. No work shall commence until such determination by the DOJ has been made.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District and undertake to prepare and submit CM's fingerprints as if he or she was an employee of the District.

Date: \_\_\_\_\_

District Representative's Name and Title: \_\_\_\_\_

District Representative's Signature: \_\_\_\_\_

CM's responsibility for background clearance extends to all of its employees, subcontractors or suppliers, and employees of subcontractors or suppliers coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the CM.

**KITCHELL/CEM, INC.**

By: \_\_\_\_\_  
Wendy Cohen  
President

Date: \_\_\_\_\_

**EXHIBIT "F"**  
**COVID-19 VACCINATION/TESTING CERTIFICATION**

**Construction Manager ("CM"): Kitchell/CEM, Inc.**

The California Department of Public Health ("CDPH") requires, pursuant to its August 11, 2021, Order ("Order"), that all public and private schools serving students in transitional kindergarten through grade twelve, unless exempt, are required to verify the vaccine status of all K-12 school workers, effective October 15, 2021. Further, pursuant to the Order, all such schools are required to verify that all workers are either fully vaccinated or undergo weekly diagnostic testing.

On October 12, 2021, the Board of Education of the Sacramento City Unified School District ("SCUSD") approved Resolution No. 3233: Mandatory COVID-19 Vaccination for Eligible, Non-Exempt Students and Staff, providing that as of January 31, 2022, "all non-exempt SCUSD staff (including SCUSD partners, contractors, and other individuals who work directly with students and SCUSD staff on SCUSD facilities" must be fully vaccinated prior to performing services at District facilities.

In light of these requirements, CM certifies that personnel providing services at District's Project site(s):

- Have all been fully vaccinated in accordance with the District's Policy.
- Have not all been fully vaccinated, but those who are unvaccinated or not fully vaccinated have filed a valid exemption from vaccination with CM and will undergo weekly diagnostic testing in accordance with the District's Policy.

CM understands that the District's Project site will need to comply with the District's COVID-19 requirements for fully vaccinated personnel or unvaccinated personnel. CM will comply with District policy, and all applicable state and local laws for vaccinated and unvaccinated personnel.

**CERTIFICATION**

I, Wendy Cohen, certify that I am CM's President and that I have made a diligent effort to ascertain the facts with regard to the representations made herein.

**KITCHELL/CEM, INC.**

By: \_\_\_\_\_  
Wendy Cohen  
President

Date: \_\_\_\_\_

END OF DOCUMENT

## **AGREEMENT**

THIS AGREEMENT IS MADE AND ENTERED INTO THIS 30<sup>th</sup> DAY OF September, 2022, by and between the Sacramento City Unified School District ("District") and Johnson Controls, Inc. or "JCI" ("Contractor") ("Agreement").

**WITNESSETH:** That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

- 1. The Work:** Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

**PROJECT: METASYS (HVAC CONTROL UPGRADE) AT ALICE BIRNEY**

It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents including, without limitation, the Drawings and Specifications and submission of all documents required to secure funding or by the Division of the State Architect for close-out of the Project, under the direction and supervision of, and subject to the approval of, the District or its authorized representative.

- 2. The Contract Documents:** The complete Contract consists of all Contract Documents as defined in the General Conditions, the JCI Rider to Installation Agreement dated June 15, 2022 ("Rider"), and the Memorandum of Understanding between JCI and the District dated February 28, 2022 ("MOU") all of which are incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
- 3. Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 18 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.
- 4. Time for Completion:** It is hereby understood and agreed that the work under this contract shall be completed within per the Project Schedule "HVAC Metasys Upgrades Inc 1 Phase 2 Various Schools" ("Contract Time") from the date specified in the District's Notice to Proceed.

**5. Completion-Extension of Time:** Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.

**6. Liquidated Damages:** Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of Five Hundred dollars (\$500) per day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work. It is hereby understood and agreed that this amount is not a penalty.

In the event that any portion of the liquidated damages is not paid to the District, the District may deduct that amount from any money due or that may become due the Contractor under this Agreement. The District's right to assess liquidated damages is as indicated herein and in the General Conditions.

The time during which the Contract is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the District may grant. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

**7. Loss Or Damage:** The District and its authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold the District and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.

**8. Insurance and Bonds:** Before commencing the Work, Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.

**9. Prosecution of Work:** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

**10. Authority of Architect, Project Inspector, and DSA:** Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), and the Division of the State Architect have authority to approve and/or stop Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the

California Code of Regulations, and all applicable laws. The Contractor shall be liable for any delay caused by its non-compliant Work.

- 11. Assignment of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
- 12. Classification of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type C-20 Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
- 13. Registration as Public Works Contractor:** The Contractor and all Subcontractors currently are registered as public works contractors with the Department of Industrial Relations, State of California, in accordance with Labor Code section 1771.4.
- 14. Payment of Prevailing Wages:** The Contractor and all Subcontractors shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code
- 15. Labor Compliance:** This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and Title 8 of the California Code of Regulations. Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of Division 2, Part 7, Chapter 1, of the Labor Code, including, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate electronic certified payroll records as required by the Contract Documents, or the District may not issue payment.
- 16. Contract Price:** In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

**Two Hundred Eight-Five Thousand Three Hundred Sixty-Eight and 69/100 Dollars  
(\$285,368.69)**

which sum is to be deducted from the V-Pac Credit [OR] applied toward the V-Pac Balance described in the MOU, according to the schedule provided by the Contractor and accepted by the District and subject to additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s).

- 17. Severability:** If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

**JOHNSON CONTROLS, INC.**

**SACRAMENTO CITY UNIFIED  
SCHOOL DISTRICT**

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

\_\_\_\_\_  
By: Rose Ramos

Title:

Title: Chief Business Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

NOTE: If the party executing this Contract is a corporation, a certified copy of the by-laws, or of the resolution of the Board of Directors, authorizing the officers of said corporation to execute the Contract and the bonds required thereby must be attached hereto.

END OF DOCUMENT





**Johnson Controls  
Rider to Installation Agreement**

This Rider is made as of **October 12, 2022** by and between **Johnson Controls, Inc.** ("Johnson Controls") and Sacramento City Unified School District ("Customer") and amends the Metasys (HVAC Control Upgrade) at Alice Birney (the "Agreement"). This Rider is effective as of the date of last signature below. The provisions of this Rider supersede and replace any other agreement or agreements between Johnson Controls and Customer with respect to the subject matters covered by this Rider and constitutes the entire agreement of the parties on the subject matter hereof.

- 1. **Indemnity.** Section 14.2.1 of the General Conditions only, shall be replaced with the following: Johnson Controls agrees to indemnify Customer, its board members, officers, representatives, contractors, agents, and employees, in both individual and official capacities for all damages, losses and expenses with respect to any third-party claims, including those for personal injury, including death, or tangible property damage but only to the extent such damages, losses and expenses are caused by the negligent acts or willful misconduct of Johnson Controls in fulfilling its obligations under this agreement. In the event Johnson Controls is obligated to indemnify Customer as set forth above, Johnson Controls has the right but not the obligation to defend Customer against third-party claims. If Johnson Controls elects to undertake such defense, then Johnson Controls shall have exclusive control over the defense.
- 2. **Waiver of Consequential Damages.** **IN NO EVENT, WHETHER IN CONTRACT, TORT OR OTHERWISE (INCLUDING BREACH OF WARRANTY, NEGLIGENCE, PRODUCT LIABILITY AND STRICT LIABILITY IN TORT), WILL JOHNSON CONTROLS AND ITS AFFILIATES AND THEIR RESPECTIVE PERSONNEL, SUPPLIERS AND VENDORS BE LIABLE TO CUSTOMER (DIRECTLY OR INDIRECTLY) UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY ARISING FROM, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR ANY: (A) SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES (WITH LIQUIDATED DAMAGES NOT BEING WAIVED BY THIS PARAGRAPH); (B) LOST PROFITS, REVENUES, DATA, CUSTOMER OPPORTUNITIES, BUSINESS, ANTICIPATED SAVINGS, OR GOODWILL; (C) BUSINESS INTERRUPTION; OR (D) DATA LOSS OR OTHER LOSSES ARISING FROM VIRUSES, RANSOMWARE, CYBERATTACKS OR FAILURES OR INTERRUPTIONS TO NETWORK SYSTEMS.**
- 3. **Insurance.** Johnson Controls shall maintain insurance to cover its proportionate share of liability in amounts set forth below in full force and effect at all times until the (a) obligations under the Agreement have been completed or (b) the Agreement is cancelled or terminated, and shall provide a certificate evidencing such coverage promptly following a Customer's request.

| <u>COVERAGES</u>                             | <u>LIMITS OF LIABILITY</u>                          |
|--|---|
| Workmen's Compensation Insurance             | Statutory   |
| Commercial General Liability Insurance       | \$1,000,000 Per Occurrence<br>\$2,000,000 Aggregate |
| Comprehensive Automobile Liability Insurance | \$1,000,000 Combined Single Limit                   |

The above limits may be obtained through primary and excess policies and may be subject to self-insured retentions.

Any insurance protection afforded to the Customer under this policy will be limited to the terms of the certificate of insurance and/or endorsement and will not expand upon, alter, supplant, or supersede Johnson Controls' contractual obligations hereunder including any indemnification obligations. The amount payable under the policy will be the lesser of the amount required by the contract and the limits provided by the policy.

Customer shall maintain all insurance coverage that 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.

- 4. **Payment.** All undisputed amounts 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 disputed amounts are due and payable upon resolution. All other amounts remain due within thirty (30) days. Work performed on a time and material basis shall be at Johnson Controls' then-prevailing rate for material, labor, and related items, in effect at the time supplied under this Agreement. Johnson Controls shall invoice Customer for progress payments to 100% percent based upon equipment delivered or stored, and services performed. In the event project duration exceeds one month, Johnson Controls reserves the right to submit partial invoices for progress payments for work completed at the project site. Customer agrees to pay any progress invoices in accordance with the payment terms set forth herein. Customer's

failure to make payment when due is a material breach of this Agreement and will give Johnson Controls, without prejudice to any other right or remedy, the right to (a) stop performing any Services and/or withhold further deliveries of Equipment and other materials; terminate or suspend any unpaid software licenses; and/or terminate this Agreement; and (b) charge Customer interest on the amounts unpaid at a rate equal to the lesser of 1.5% per month or the maximum rate permitted under applicable law, until payment is made in full. Customer agrees to pay all of Johnson Controls reasonable collection costs, including legal fees and expenses. Customer agrees to pay a deposit equal to 30% of the project sell price (pre-tax) prior to Johnson Controls providing any labor or materials on the project.

5. **Force Majeure.** Johnson Controls shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to perform under this Agreement, caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is an event beyond the reasonable control of Johnson Controls, foreseeable or unforeseeable, including, without limitation, acts of God, severe weather, declared or undeclared natural disasters, acts or omissions of any governmental authority including change in applicable law, epidemics, pandemics, disease, viruses, quarantines or other public health risks and/or responses, strikes, lock-outs, labor shortages or disputes, an increase of 5% or more in tariffs, fires, explosions or other casualties, thefts, vandalism, civil disturbances, riots, war, terrorism, power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation. If Johnson Controls' performance is delayed, impacted, or prevented by a Force Majeure Event or, its continued effects, Johnson Controls shall be excused from performance under the Agreement. If Johnson Controls is delayed in achieving any scheduled milestones due to a Force Majeure Event, Johnson Controls will be entitled to extend such milestones by the amount of time Johnson Controls was delayed as a result of such event.

Sacramento City Unified School District

Johnson Controls, Inc.

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

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

By: Rose Ramos

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

Title: CBO

Title: \_\_\_\_\_

June 9, 2022

**Attention:** Mike Taxara at SCUSD

**Subject:** SCUSD – Metasys Upgrades Inc 1 Phase 2

Johnson Controls is pleased to provide the following proposal:

**This scope of work is based on the following bidding documents:**

- Plans: None
- Spec: 27 00 00 Telecom and Raceway, 26 05 33.13 Conduit and Fittings, 23 09 00 BACS Spec – as confirmed via email to the district 3.22.22
- Job walks with Mike at SCUSD and Chris Cuff at KMM and Zac Dillow with JCI.
- No formal criteria docs were given, the scope below is JCI’s understanding of the verbal discussions and is the limit of what JCI will perform.
- JCI has checked for unit counts via 5 different means
  - SCUSD Provided Maintenance Sheets
  - Counts using Google Map Images
  - Air Table Unit Counts provided by CECl
  - Air Table Room Counts as provided by CECl
  - Job Walks with the customer

The counts below is the counts as discovered by JCI via the means above. If after JCI engineering we discover fewer units than proposed – JCI will offer a credit corresponding to the change.

**Method of Procedure:**

The goal of this scope of work is to remove and replace the dysfunctional KMC and Allerton control systems at the sites shown below in a like for like manner. We aim to do this a little impact to school function as possible. This will require a combination of normal hours and off hours work. JCI will build the Metasys system in parallel with the existing systems performing as much of the wiring, programming, commissioning as possible prior to “cut over” where we will start to take actual control of the mechanical systems piece by piece.

Preliminary Engineering – Per site, JCI will generate a set of controls submittal documents that outline the points, material, terminations diagrams and sequence of operation (including economizer control) for each piece of equipment. JCI will identify mounting locations for the field controllers and the location of the JCI engine and the proposed trunk routing (which may mean having the SNE in the middle of trunk vs the end of line). JCI will include a preliminary schedule for each site. JCI will include a graphics and MUI submittal. This will require site walks by JCI and our subs. Prior to beginning any work or ordering any material – JCI will review these documents with SCUSD, and upon SCUSD approval these submittals will become the formal scope of work document to be referred too.

The first step will be building the Metasys BACnet network on each campus. During normal hours (where allowable) JCI will install a new Network Engine for each site – connect it to power and SCUSD Network. We will then run conduit/rigid on the exterior of the buildings to each piece of roof mounted or grade mounted rooftop equipment. JCI will re-use existing pathways as allowable.

The second step will be preparing each piece of mechanical equipment for cut over. JCI will install during normal hours (as allowable) a new enclosure with a JCI controller in it. JCI will power this controller using the existing 24V power source assumed available on the RTU equipment. JCI will install the various SCUSD required monitoring sensors on the unit, connect them to the JCI controller. JCI will prep the controller to land at the manufacture terminal strip for control of heating, cooling and fan – but not perform the actual termination work until cut over.

The third step will be a pre-functional test of the network. Having the engine installed, controllers powered up and connected to the engine – JCI will download controllers and perform check out of the monitoring sensors that we can. JCI will check bus integrity and proper controls communication with the head end. JCI will also perform the head end work – generating the user views, graphics and MUI configurations for the sites. At this point the system will be “online” but a lot of the points will be “offline” as they will exist in the software – but will not exist in reality as we have not performed cut over yet. The goal of this step is to have everything ready such that when the terminal point does get connected during that cut over – it will “know where to go” in the software and the ??? question marks will turn to actual data with values as measured by sensors in the space.

The 4<sup>th</sup> step will be the cut over step. This work will be performed off hours and is the moment JCI will disconnect existing control and bring full control to Metasys. JCI will perform work in the class room and administrative spaces, installing zone temperature sensors, zone CO2 sensors, terminating at the thermostat interface on the RTU and taking over control of the economizer (where applicable). Once everything is now connected, and terminations verified – JCI will perform another functional test of the unit commanding heating, cooling, fan and visually confirming the RTU receives and responds to these commands. JCI will confirm the user interface, graphics and MUI get populated with the now connected data. JCI will also confirm the SCUSD specialty sequences (Auto Demand Response, Smoke Mode, Virus Mode) on a global basis – commanding the site into the various mode, but only visually inspecting a handful of units. This step will take multiple evenings and weekends with JCI performing as many of the cutovers as we can in a workday. JCI will cut over units and ensure they are functional by 7am the following day or by 7am Monday for work performed over the weekend.

In the event that a unit fails its functional test, JCI will reconnect the existing controls infrastructure as it was, diagnose and retry at a later time.

Step 5 will be demolition of the existing system. Once the entire campus is complete. JCI will perform demolition of the existing controls system. JCI will remove all wire associated with the existing system, demo all controllers, sensors, enclosures, power supplies and crate them for delivery to the owner. Work exterior to the building will be normal hours and work interior to the building will be off hours. The only thing that will remain of the old system is the pathway that connected it.

Customer Checkout – The final step will be walking the site with SCUSD and performing a customer checkout of the system. It will also include sitting with the district at the head end and reviewing the user interface, graphics and MUI configuration. The customer at this point will have an opportunity to challenge, test, explore, as questions on the installation generating a punch list. JCI will remediate any of these punch list items and after completion of the, the warranty period will begin.

Post Engineering – JCI will provide a set of as builts with final trunk mapping to the customer to serve as record documents for SCUSD. This as builts will include a copy of the completed punch list.

Warranty – JCI warrants our work for a period of 1 year labor and 3 years material. Material warranty begins at time of manufacture (date code as published on the JCI controller).

*This information is confidential between JCI and SCUSD and not to be shared outside of these negotiations. They represent the intellectual property of JCI engineering the approach to the task at hand.*

#### **Method of Procedure – Summer work**

JCI intends to complete some of the sites during the summer. We would like to reserve this for the more complex sites such as high schools with larger footprints and more complex HVAC systems. Seeing there will be no students

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during the summer – the goal to have units back online by 7am is no longer a requirement. As such – JCI will follow a traditional construction process starting with complete demo of the existing system, installation of the new system leveraging existing pathway as deemed appropriate (JCI will still pull brand new cable) and ending with programming, functional testing and commissioning of the system. All pre/post engineering activities will remain the same. All customer checkout/warranty will remain the same. The actual sites to be performed over the summer will be determined per the KMM schedule as verified by JCI.

## Alice Binery Public Waldorf

| Qty | Description  |
|-----|--|
| 1   | Site Engineering to generate<br>-Controls submittals with drawings, points lists, SOO's, controller locations, proposed trunk mapping<br>-Identify any asbestos concerns<br>-Confirm quantity of economizers JCI will take over<br>-Confirm if pathway exists to portables<br>-Generate as-built submittals for SCUSD record   |
| 1   | Coordination meeting with customer for review of JCI submittals to confirm scope of work   |
| 1   | Site walk with customer after completion to generate punch list  |
| 1   | SCUSD custom sequences<br>-Virus Mode<br>-Smoke Mode<br>-Auto DR<br>-Optimized start/stop<br>-FDD on all economizers taken over by JCI   |
| 1   | Outside air temperature sensor for site  |
| 1   | New SNE1050 in enclosure<br>-Requires IP address provided by SCUSD<br>-Engine will be installed in the middle of the trunk for ease of trunk installation  |
| 17  | Control of package rooftop equipment<br>-New NEMA 3R Enclosure with CGM mounted inside<br>-Interlock to unit terminal strip to command heat, cool, fan<br>-Discharge air temperature<br>-Return air temperature<br>-Compressor Amperage sensor<br>-Fan amperage sensor<br>-New damper actuator for (e) Outside Air damper with damper feedback<br>-Zone Temperature Sensor – SA Bus<br>-Zone CO2 sensor – SA Bus |
| 7   | Control of Split System Furnace<br>-New NEMA 3R Enclosure with CGM mounted inside<br>-Interlock to unit terminal strip to command heat, cool, fan<br>-Discharge air temperature<br>-Return air temperature<br>-Compressor Amperage sensor<br>-Fan amperage sensor<br>-New damper actuator for (e) Outside Air damper with damper feedback<br>-Zone Temperature Sensor – SA Bus<br>-Zone CO2 sensor – SA Bus      |

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- 3 Window Shaker with old furnace  
 -JCI cannot control this unit, JCI will install a zone temperature sensor and zone CO2 sensor on the SA bus to monitor the space
  
- 1 Loytech Zones for Portables  
 -Loytech BACnet MS/TP to IP converter  
 -NEMA 1 Can with Key Lock and perf liner  
 -Plug in power supply (requires JCI utilizing a single gang socket to power device)

| <u>Summary</u>            | <u>Sourcewell Cost</u> |                   |
|---------------------------|------------------------|-------------------|
| Material                  | \$                     | 57,309.39         |
| JCI Labor                 | \$                     | 43,637.04         |
| Subcontractor Graphics    | \$                     | 1,098.24          |
| Market Value Installer    | \$                     | 157,381.41        |
| Profficiency and Risk     | \$                     | 25,942.61         |
|                           |                        |                   |
|                           |                        |                   |
| <b><u>Grand Total</u></b> | <b>\$</b>              | <b>285,368.69</b> |

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## Ethel I. Baker

| <b>Qty</b> | <b>Description</b>   |
|------------|--|
| 1          | Site Engineering to generate<br>-Controls submittals with drawings, points lists, SOO's, controller locations, proposed trunk mapping<br>-Identify any asbestos concerns<br>-Confirm quantity of economizers JCI will take over<br>-Confirm if pathway exists to portables<br>-Generate as-built submittals for SCUSD record   |
| 1          | Coordination meeting with customer for review of JCI submittals to confirm scope of work   |
| 1          | Site walk with customer after completion to generate punch list  |
| 1          | SCUSD custom sequences<br>-Virus Mode<br>-Smoke Mode<br>-Auto DR<br>-Optimized start/stop<br>-FDD on all economizers taken over by JCI   |
| 1          | Outside air temperature sensor for site  |
| 1          | New SNE1050 in enclosure<br>-Requires IP address provided by SCUSD<br>-Engine will be installed in the middle of the trunk for ease of trunk installation  |
| 21         | Control of package rooftop equipment<br>-New NEMA 3R Enclosure with CGM mounted inside<br>-Interlock to unit terminal strip to command heat, cool, fan<br>-Discharge air temperature<br>-Return air temperature<br>-Compressor Amperage sensor<br>-Fan amperage sensor<br>-New damper actuator for (e) Outside Air damper with damper feedback<br>-Zone Temperature Sensor – SA Bus<br>-Zone CO2 sensor – SA Bus |
| 13         | Control of BARD Portable Units<br>-New NEMA 3R Enclosure with CGM mounted inside<br>-Interlock to unit terminal strip to command heat, cool, fan<br>-Discharge air temperature<br>-Return air temperature<br>-Compressor Amperage sensor<br>-Fan amperage sensor<br>-New damper actuator for (e) Outside Air damper with damper feedback<br>-Zone Temperature Sensor – SA Bus<br>-Zone CO2 sensor – SA Bus       |





- 1 Control of Split System Furnace
  - New NEMA 3R Enclosure with CGM mounted inside
  - Interlock to unit terminal strip to command heat, cool, fan
  - Discharge air temperature
  - Return air temperature
  - Compressor Amperage sensor
  - Fan amperage sensor
  - New damper actuator for (e) Outside Air damper with damper feedback
  - Zone Temperature Sensor – SA Bus
  - Zone CO2 sensor – SA Bus
  
- 2 Window Shaker with old furnace
  - JCI cannot control this unit, JCI will install a zone temperature sensor and zone CO2 sensor on the SA bus to monitor the space
  
- 1 Loytech Zones for Portables
  - Loytech BACnet MS/TP to IP converter
  - NEMA 1 Can with Key Lock and perf liner
  - Plug in power supply (requires JCI utilizing a single gang socket to power device)

| <u>Summary</u>            | <u>Sourcewell Cost</u> |                   |
|---------------------------|------------------------|-------------------|
| Material                  | \$                     | 76,178.00         |
| JCI Labor                 | \$                     | 60,126.05         |
| Subcontractor Graphics    | \$                     | 1,098.24          |
| Market Value Installer    | \$                     | 184,105.15        |
| Profficiency and Risk     | \$                     | 32,150.74         |
|                           |                        |                   |
|                           |                        |                   |
| <b><u>Grand Total</u></b> | <b>\$</b>              | <b>353,658.18</b> |

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## Ethel Phillips

| Qty | Description  |
|-----|--|
| 1   | Site Engineering to generate<br>-Controls submittals with drawings, points lists, SOO's, controller locations, proposed trunk mapping<br>-Identify any asbestos concerns<br>-Confirm quantity of economizers JCI will take over<br>-Confirm if pathway exists to portables<br>-Generate as-built submittals for SCUSD record   |
| 1   | Coordination meeting with customer for review of JCI submittals to confirm scope of work   |
| 1   | Site walk with customer after completion to generate punch list  |
| 1   | SCUSD custom sequences<br>-Virus Mode<br>-Smoke Mode<br>-Auto DR<br>-Optimized start/stop<br>-FDD on all economizers taken over by JCI   |
| 1   | Outside air temperature sensor for site  |
| 1   | New SNE1050 in enclosure<br>-Requires IP address provided by SCUSD<br>-Engine will be installed in the middle of the trunk for ease of trunk installation  |
| 6   | Control of package rooftop equipment<br>-New NEMA 3R Enclosure with CGM mounted inside<br>-Interlock to unit terminal strip to command heat, cool, fan<br>-Discharge air temperature<br>-Return air temperature<br>-Compressor Amperage sensor<br>-Fan amperage sensor<br>-New damper actuator for (e) Outside Air damper with damper feedback<br>-Zone Temperature Sensor – SA Bus<br>-Zone CO2 sensor – SA Bus |
| 9   | Control of BARD Portable Units<br>-New NEMA 3R Enclosure with CGM mounted inside<br>-Interlock to unit terminal strip to command heat, cool, fan<br>-Discharge air temperature<br>-Return air temperature<br>-Compressor Amperage sensor<br>-Fan amperage sensor<br>-New damper actuator for (e) Outside Air damper with damper feedback<br>-Zone Temperature Sensor – SA Bus<br>-Zone CO2 sensor – SA Bus       |

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- 27 Control of Split System Furnace
  - New NEMA 3R Enclosure with CGM mounted inside
  - Interlock to unit terminal strip to command heat, cool, fan
  - Discharge air temperature
  - Return air temperature
  - Compressor Amperage sensor
  - Fan amperage sensor
  - New damper actuator for (e) Outside Air damper with damper feedback
  - Zone Temperature Sensor – SA Bus
  - Zone CO2 sensor – SA Bus
  
- 1 Loytech Zones for Portables
  - Loytech BACnet MS/TP to IP converter
  - NEMA 1 Can with Key Lock and perf liner
  - Plug in power supply (requires JCI utilizing a single gang socket to power device)

| <u>Summary</u>            | <u>Sourcewell Cost</u> |                   |
|---------------------------|------------------------|-------------------|
| Material                  | \$                     | 91,864.89         |
| JCI Labor                 | \$                     | 66,760.36         |
| Subcontractor Graphics    | \$                     | 1,098.24          |
| Market Value Installer    | \$                     | 153,457.54        |
| Profficiency and Risk     | \$                     | 31,318.10         |
|                           |                        |                   |
|                           |                        |                   |
| <b><u>Grand Total</u></b> | <b>\$</b>              | <b>344,499.13</b> |

**Total Price for ALL Inc 1 Phase 2 Group 1 Sites \$983,526.01**

## Clarifications/Exclusions/Terms and Conditions

### Clarifications:

1. All work outside of the classroom will be done normal hours
  - a. Inclusive of work on roof, work in telecom/electrical rooms, work in exterior hallways.
2. All work inside the classroom will be done off hours
3. During the scope of work – SCUSD will be required to interface to 2 systems to control a site as we incrementally cut over equipment to Metasys
4. Rigid on roof – EMT conduit elsewhere – plenum rated where concealed
5. New pathway in the classroom will be surface mount wire mold – Plastic 2300 mechanically fastened. New back boxes for sensors will be plastic surface mount.
6. JCI will provide NEW WIRE for all devices. JCI will not leverage existing wire, only existing pathway.
7. JCI will Stop Work when we encounter any Asbestos on the site. Asbestos remediation is by others. JCI will not resume work until asbestos has been abated. This is per JCI safety policy.
8. JCI will take over economizer control with a new JCI actuator as feasible. During site engineering, if discovered that spaces are too cramped for a new actuator – JCI will make it known to the district and provide a credit to remove that from the SOW or ADD to perform the mechanical work required to take control of the OA damper.
9. Temperature Sensors to be NSB8BTN141-0 – white, warm cool adjust, no display, no occupancy, no JCI logo
10. Separate CO2 sensors to be NSB8BNC041-0 – white, CO2 only, no display, no JCI logo
11. JCI will provide 120V power insofar as to power network engine only
12. JCI will provide network cable insofar as to connect network engine to the telecom room only
13. Upon further review – a TEC option for the project is more expensive and not recommended. The TEC option requires more after hours work and significantly decreases the amount of pre-commissioning JCI can perform as TEC will not be able to come online prior to step 4. While there is a material savings, the net increase in afterhours labor for TEC installation and commissioning negates and overcomes any material savings. Furthermore, the TEC does not future proof the district for any custom programming they may need in the future and have required in the past.
14. Priced per Sourcewell (Formerly NJPA) Contract #070121-JHN
15. Per communication from Mike – all equipment enclosures are NEMA 3R with lockable key, whether indoor or outdoor. This however does NOT apply to the SNE panel or network equipment panels (Loytech) – these will be the JCI standard panels which are NEMA 1. JCI expects most controllers will be installed outdoors on equipment.
16. The counts noted on this proposal is the finite number of units JCI will take control over. If fewer or additional units are discovered during engineering walks – the district that their discretion can add/remove units to the scope via change order.

### Exclusions:

1. Any and all 120V wiring outside of powering the engine
2. Any and all door status or window status monitoring
3. Any and all occupancy sensors – programming occupied standby mode
4. Installing CO2 sensors 5ft from operable doors/windows.
5. Updating any of the controls system to meet current code – JCI's understanding is this is a maintenance project removing and replacing aging/dysfunctional systems with a new Metasys system – Like for Like
6. Professional engineering services to confirm sites comply with current code. JCI does not have stamped PE's on staff and cannot offer this service
7. JCI excludes upgrading/changing/enhancing any existing pathway we may use in our work.



8. Work with 3<sup>rd</sup> party commissioning agents
9. Customer training. SCUSD is an experienced user and we don't not feel any training is required.
10. Mechanical upgrades – JCI excludes doing any mechanical work. All mechanical equipment is assumed to be functioning. This includes repairing dampers, replacing economizers, changing unit controllers, swapping out compressors etc.
11. Taking control of exhaust fans
12. Taking control of kitchen hoods
13. Taking control of mini splits
14. CO2 display in the space
15. Temperature display in the space
16. Relocating CO2 sensors, they will be placed either right next to or right below the (e) temperature sensors.
17. Providing new network or power infrastructure (switches, breakers etc).
18. Indicator light to alert if CO2 in the space is over a certain value

Thank You! As always call with any comments, questions or concerns.

*Quote valid for 30 days*

Zac Dillow

HVAC Systems Sales Engineer – Johnson Controls  
925-719-7785 (mobile)  
Zachary.j.dillow@jci.com

|  |       |
|--|-------|
| <b>CUSTOMER APPROVAL:</b>  |       |
| Total Price:   | _____ |
| Customer Name:   | _____ |
| Company:   | _____ |
| Signature (*)  | _____ |
| Date:  | _____ |
| <small>* By signing this proposal, you agree to purchase the bill of material as described in this proposal document, pursuant to the attached standard terms and conditions and for the Total Price documented on the above line.</small> |       |

## Standard Terms and Conditions

**(1) AGREEMENT AND LIMITATIONS.** This document (the "Agreement") sets forth the terms and conditions of any sale by Seller of the specified product, equipment or services indicated on the reverse side hereof or attachment and is expressly made conditional on the assent of Buyer (hereinafter "Buyer") to these Standard Terms and Conditions. Buyer's acceptance of any part of the product, equipment or services sold or Buyer's instructions to Seller to begin work or to ship any product or equipment after receipt of these Standards Terms and Conditions shall constitute such assent, and a waiver of all terms and conditions in its purchase order or similar document which are different from or additional to those set forth herein. Seller's failure to object to provisions contained in any communication from Buyer shall not be deemed a waiver of these Standard Terms and Conditions. References to "products" or "equipment" herein shall mean the product and equipment to be furnished by Seller as identified on the applicable Seller Quotation. These Standard Terms and Conditions may be modified or rescinded only by a writing signed by authorized representatives of both Seller and Buyer.

**(2) TERMINATION OR MODIFICATION.** Accepted orders may be cancelled or modified by Buyer only with Seller's express written consent. If cancellation or modification is allowed, Buyer agrees to pay to Seller all expenses incurred and damage sustained by Seller on account of such cancellation or modification, plus a reasonable profit.

**(3) PRICE, SHIPMENT, AND PAYMENT.** Prices on accepted orders are firm for a period of 90 days from date of acceptance. Prices for products may be adjusted by Seller, upon notice to Buyer at any time prior to shipment, to reflect any increase in Seller's cost of raw materials (e.g., steel, aluminum) incurred by Seller after issuance of Seller's applicable proposal or quotation. Price and delivery is F.O.B. point of manufacture, unless otherwise provided. Unless otherwise agreed to in writing by Seller, all payments are due net thirty (30) days from the date of invoice. Seller may, at its sole option, have the right to make any delivery under this Agreement payable on a cash or payment guarantee before-shipment basis. In the case of export sales, unless otherwise agreed to in writing by Seller, all payments are to be by means of a confirmed irrevocable letter of credit. Invoicing disputes must be identified in writing within 21 days of the date of invoice. Payments of any disputed amounts are due and payable upon resolution. All other amounts remain due within 30 days. In the event of Buyer's default, the balance of any outstanding amounts will be immediately due and payable. Failure to make payments when due will give Seller, without prejudice to any other right or remedy, the right to: (i) stop performing any services, withhold deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or terminate this Agreement; and (ii) charge Buyer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. Shipments to Buyer with outstanding invoices unpaid after thirty (30) days will be suspended until all overdue invoices are paid or be made on a cash-in-advance basis only, in Seller's sole discretion.

**(4) DEPOSIT.** Buyer agrees to pay a deposit equal to 50% of the sell price (pre-tax) prior to Seller performing work. Seller will generate an invoice for the 50% deposit within three business days after Seller's receipt of a written agreement or order from Buyer. Seller will not commence work until receipt of the deposit.

**(5) TAXES.** All prices exclude federal, harmonized, state/provincial and local use, sales or similar applicable taxes. Such taxes, if applicable, will appear as separate items on the invoice unless Buyer provides a tax exemption certificate that is acceptable to taxing authorities.

**(6) DELIVERY.** The delivery date(s) provided by Seller for the product and equipment is only an estimate and is based upon prompt receipt of all necessary information from Buyer. The delivery date(s) is subject to and shall be extended by delays caused by strikes, fires, accidents, shortages of labor or materials, embargoes, or delays in transportation, compliance with government agency or official requests, or any other similar or dissimilar cause beyond the reasonable control of Seller. FAILURE TO DELIVER WITHIN THE TIME ESTIMATED SHALL NOT BE A MATERIAL BREACH OF CONTRACT ON SELLER'S PART. If Buyer causes Seller to delay shipment or completion of the product or equipment, Seller shall be entitled to any and all extra cost and expenses resulting from such delay.

**(7) LIMITED WARRANTY.** Seller warrants that the product and equipment furnished by Seller under this Agreement will be of good quality and that the services provided by Seller will be provided in a good and workmanlike manner for a period of twelve (12) months from initial product startup, or eighteen (18) months from product shipment, whichever occurs first (the "Warranty Period") unless such Warranty Period is modified by Seller's proposal. Alongside this limited warranty, for all new York™ air or water-cooled chillers and/or Metasys™ building automation systems installed in the US and Canada and sold through Seller owned and operated branches, Seller also provides a Year One Service Agreement for such equipment, the scope, limitations, terms and conditions of which are at <https://www.johnsoncontrols.com/yearoneservice> (collectively, "Year One Service"). Seller will not provide a credit against purchase price if offered Year One Service is declined. No warranty is provided for third-party products and equipment installed or furnished by Seller. Such products and equipment are provided with the third-party manufacturer's warranty to the extent available, and Seller will transfer the benefits together with all limitations of that manufacturer's warranty to Buyer. This warranty does not cover failures caused in whole or in part by (i) improper installation or maintenance performed by anyone other than Seller; (ii) improper use or application; (iii) corrosion; (iv) normal deterioration; (v) operation beyond rated capacity, (vi) the use of replacement parts or lubricants which do not meet or exceed Seller's specifications, or (vii) if Seller's serial numbers or warranty date decals have been removed or altered. To qualify for warranty consideration for products or equipment, at the earlier of the Buyer's discovery of the defect or the time at which the Buyer should have discovered the defect; Buyer must immediately notify Seller in writing for instructions on warranty procedures. Seller's sole obligation for defective services shall be to repair or to replace defective parts or to properly redo defective services. All replaced equipment becomes Seller's property. **THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHICH ARE HEREBY DISCLAIMED. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** Seller makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity or will detect the presence of, or eliminate, treat, or mitigate the spread, transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

**(8) INDEMNIFICATION, REMEDIES AND LIMITATIONS OF LIABILITY.** In addition to Paragraph 8 below regarding patents, Buyer agrees that Seller shall be responsible only for such injury, loss, or damage caused by the intentional misconduct or the negligent act or omission of Seller. In the event Buyer claims Seller has breached any of its obligations under the Agreement, whether of warranty or otherwise, Seller may request the return of the goods and tender to Buyer the purchase price theretofore paid by Buyer, and in such event, Seller shall have no further obligation under the Agreement except to refund such purchase price upon redelivery of the goods. If Seller so requests the return of the goods, the goods shall be redelivered to Seller in accordance with Seller's instructions and at Seller's expense. The remedies contained in these Standard Terms and Conditions shall constitute the sole recourse of Buyer against Seller for breach of any of Seller's obligations under the Agreement, whether of warranty or otherwise. **To the maximum extent permitted by law, in no event shall Seller and its affiliates and their respective personnel, suppliers and vendors ("JCI Parties") be liable to Buyer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any: (a) special, indirect, incidental, punitive, or consequential damages; (b) lost profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. In any case, the entire aggregate liability of the JCI Parties under this Agreement for all damages, losses and causes of action, whether in contract, tort (including negligence), or otherwise shall be limited to the purchase price paid by Buyer hereunder.**

**(9) PATENTS.** Seller shall defend, or at its option settle, any action against Buyer brought by a third party to the extent that the action is based upon a claim that the products or equipment provided under the Agreement in the United States infringes any U.S. patents or copyrights 9or in Canada infringes on any Canadian patents or copyrights), or misappropriates any trade secrets of a third party ("Claim"), provided that: (i) Buyer gives Seller prompt written notice of any such Claim, (ii) Buyer gives Seller full authority to defend or settle any such Claim, and (iii) Buyer gives Seller proper and full information and assistance, at Seller's expense (except for Buyer's employees' time) to defend or settle any such Claim. Seller will pay those costs and damages finally awarded against Buyer in the action that are specifically attributable to the claim or those costs and damages agreed to in a monetary settlement of the action. **THE FOREGOING IS IN LIEU OF ANY WARRANTIES OF NONINFRINGEMENT, WHICH ARE HEREBY DISCLAIMED.** The foregoing obligation of Seller does not apply with respect to products or equipment or portions or components thereof (a) not supplied by Seller, (b) made in whole or in part in accordance to Buyer or owner specifications, (c) which are modified after shipment by Seller, if the alleged infringement related to such modification, (d) combined with other products, processes or materials where the alleged infringement relates to such combination, (e) where Buyer continues allegedly infringing activity after being notified thereof and/or after being informed of modifications that would have avoided the alleged infringement without significant loss of performance or functionality, or (f) where Buyer's use of the product or equipment is incident to an infringement not resulting primarily from the product or equipment; Buyer will indemnify Seller and its officers, directors, agents, and employees from all damages, settlements, attorneys' fees and expenses related to a claim of infringement, misappropriation, defamation, violation of rights of publicity or privacy excluded from Seller's indemnity obligation herein.

**(10) GOVERNING LAW.** For any goods or work performed in the U.S., the formation and performance of the Agreement shall be governed by the laws of the State of Wisconsin, U.S.A. For any goods or work performed in Canada, the Agreement shall be governed by the laws of Ontario. Other than claims for unpaid contract amounts by Seller, any action for breach of the Agreement or any covenant or warranty must be commenced within one year after the cause of action has accrued unless such provision is not permitted by applicable law.

**(11) DISPUTE RESOLUTION.** Seller shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. The venue for any such arbitration shall be in Milwaukee, Wisconsin for U.S. sales, and Toronto, Ontario for Canadian sales. The arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. In the event the matter is submitted to a court, Seller and Buyer hereby agree to waive their right to trial by jury and covenant that neither of them will request trial by jury in any such litigation. Buyer will pay all of Seller's reasonable collection costs (including legal fees and expenses).

Johnson Controls Inc.  
Building Efficiency, Branch 110  
103 Woodmere Rd Suite #110, Folsom CA 95630  
Tel 916 294-8800 Fax 916 294-8889

DIR: 100000593  
CL#: 22445



**(12) SOFTWARE AND DIGITAL SERVICES.** Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Seller's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Seller and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

**(13) PRIVACY. Seller as Processor:** Where Seller factually acts as Processor of Personal Data on behalf of Buyer (as such terms are defined in the DPA) the terms at [www.johnsoncontrols.com/dpa](http://www.johnsoncontrols.com/dpa) ("DPA") shall apply. **Seller as Controller:** Seller will collect, process and transfer certain personal data of Buyer and its personnel related to the business relationship between it and Buyer (for example names, email addresses, telephone numbers) as controller and in accordance with Seller's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Buyer acknowledges Seller's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Buyer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Seller is mandatorily required from Buyer's personnel under applicable law, Buyer warrants and represents that it has obtained such consent.

**(14) CONNECTED EQUIPMENT SERVICES.** Certain equipment sold hereunder includes by default Seller's Connected Equipment Services. Connected Equipment Services is a data-analytics and monitoring Software platform that uses a cellular or network connection to gather equipment performance data to assist Seller in advising Buyer on (and Buyer in better understanding) such equipment's health, performance or potential malfunction. **If Buyer's equipment includes Connected Equipment Services, such services will be on by default and the remote connection will continue to connect to Buyer's Equipment through the full equipment lifecycle, unless Buyer specifically requests in writing that Seller disable the remote connection or Seller discontinues or removes such remote connection.** For more information on whether your particular equipment includes Connected Equipment Services, a subscription to such services and the cost, if any, of such subscription, please see your applicable order, quote, proposal, or purchase documentation or talk to your Seller sales representative. If Buyer's equipment includes Connected Equipment Services, Seller will provide a cellular modem or other gateway device ("Gateway Device") owned by Seller or Buyer will supply a network connection suitable to establish a remote connection with Buyer's applicable equipment to permit Seller to use Connected Equipment Services to perform first-year and extended warranty services as well as other services, including troubleshooting, quarterly health reports, remote diagnostic and monitoring and aftermarket services. For certain subscriptions, Buyer will be able to access equipment information from a mobile or smart device using Connected Equipment Service's mobile or web app. Any Gateway Devices provided hereunder shall remain Seller's property, and Seller may upon reasonable notice access and remove such Gateway Device and discontinue services in accordance with the Software Terms. If Buyer does not permit Seller to connect via a connection validated by Seller for the equipment or the connection is disconnected by Buyer, and a service representative must therefore be dispatched to the Buyer site, then the Buyer will pay Seller at Seller's then-current standard applicable contract regular time and/or overtime rate for services performed by the service representative. Seller disclaims any obligation to advise Buyer of any possible equipment error or malfunction. **Buyer acknowledges that, while Connected Equipment Services generally improve equipment performance and services, Connected Equipment Services does not prevent all potential malfunction, insure against all loss or guarantee a certain level of performance and that Seller shall not be responsible for any injury, loss, or damage caused by any act or omission of Seller related to or arising from the monitoring of the equipment under Connected Equipment Services.**

**(15) MISCELLANEOUS**

**(a) CHANGES OF CONSTRUCTION AND DESIGN:** Seller reserves the right to change or revise the construction and design of the products or equipment purchased by Buyer, without liability or obligation to incorporate such changes to products or equipment ordered by Buyer unless specifically agreed upon in writing reasonably in advance of the delivery date for such products or equipment. Buyer agrees to bear the expense of meeting any changes or modifications in the scope of this Agreement or in local code requirements which become effective after Seller has accepted Buyer's order.

**(b) CHARACTER OF PRODUCT AND SECURITY INTEREST:** The goods delivered by Seller under the terms of the Agreement shall remain personal property and retain its character as such no matter in what manner affixed or attached to any structure or property. Buyer grants Seller a security interest in said goods, any replacement parts and any proceeds thereof until all sums due Seller have been paid to it in cash. This security interest shall secure all indebtedness or obligations of whatsoever nature now or hereafter owing Buyer to Seller. Buyer shall pay all expenses of any nature whatsoever incurred by Seller in connection with said security interest. Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall be subject to the mechanics lien legislation applicable to the location where the work will be performed.

**(c) INSURANCE:** Buyer agrees to insure the goods delivered under the Agreement in an amount at least equal to the purchase price against loss or damage from fire, wind, water or other causes. The insurance policies are to be made payable to Seller and Buyer in accordance with their respective interests, and when issued are to be delivered to Seller and held by it. Failure to take out and maintain such insurance shall entitle Seller to declare the entire purchase price to be immediately due and payable and shall also entitle Seller to recover possession of said goods.

**(d) INSTALLATION:** If installation by the Seller is included within the Seller's Quotation, Buyer shall provide all of the following at its own expense and at all times pertinent to the installation: i) free, dry, and reasonable access to Buyer's premises; and ii) proper foundations, lighting, power, water and storage facilities reasonably required. If any change in the scope of this Agreement or schedule for performance is ordered or directed by the Buyer (or any other party to the installation other than Seller) or any Force Majeure Event causes an increase in the cost or time required for Seller's performance of the work, Buyer shall make an upward equitable adjustment in the contract price or time of performance or both. Seller's additional costs, plus reasonable overhead and profit, shall be paid in full no later than 30 days from completion of such work.

**(e) COMPLIANCE WITH LAWS:** Seller's obligations are subject to the export administration and control laws and regulations of the United States and Canada. Buyer shall comply fully with such applicable laws and regulation in the export, resale or disposition of purchased products or equipment. Quotations or proposals made, and any orders accepted by Seller from a Buyer outside the United States or Canada are with the understanding that the ultimate destination of the products or equipment is the country indicated therein. Diversion of the products or equipment to any other destination contrary to the United States or Canada, as applicable, is prohibited. Accordingly, if the foregoing understanding is incorrect, or if Buyer intends to divert the products or equipment to any other destination, Buyer shall immediately inform Seller of the correct ultimate destination.

**(f) BUYER RESPONSIBILITIES:** Buyer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Seller secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Buyer and/or end user against unauthorized access. Buyer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

**(g) FORCE MAJEURE:** Seller shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Seller to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Seller, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Seller. If Seller's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Seller shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Seller is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Seller will be entitled to extend the relevant completion date by the amount of time that Seller was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Seller's cost to perform the services, Buyer is obligated to reimburse Seller for such increased costs, including, without limitation, costs incurred by Seller for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Seller in connection with the Force Majeure Event.

**(h) ONE-YEAR CLAIMS LIMITATION:** No claim or cause of action, whether known or unknown, shall be brought against Seller more than one year after the claim first arose. Except as provided for herein, Seller's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

T&C Version: 3/31/2021



**Memorandum of Understanding Between Johnson Controls Inc. and Sacramento City Unified School District – February 28, 2022**

This Memorandum of Understanding (“MOU”) is entered into by Sacramento City Unified School District and Johnson Controls, Inc. (collectively, “the Parties”) as of the date of full execution of the MOU (the “Effective Date”).

1. On or around December 10, 2020, Johnson Controls, Inc. (“JCI”) and Sacramento City Unified School District (“SCUSD”) executed an agreement referencing PO Number P21-01319 (the “Agreement”) whereby JCI agreed to sell and SCUSD agreed to purchase 6000 V-Pac Self-Contained Portable Air Purification Units with UV-C Bulbs (“V-Pacs”), including lamp and filter replacement parts, manufactured by UltraViolet Devices, Inc. (“UVDI”), for use in the school district’s classrooms. The total purchase price, including freight and tax, was \$6,148,125.00.
2. SCUSD financed the V-Pac transaction with relief funding received under the American Rescue Plan (“ARP”). The ARP relief funding was designed to facilitate the SCUSD’s efforts to mitigate the spread of COVID in the classrooms, and to implement appropriate indoor air quality improvements that foster healthy learning and working environments for students and staff.
3. Due to the nature of the order, the Agreement provided that “[o]nce the order is placed at the factory, it cannot be cancelled for any reason.”
4. The Agreement required SCUSD to make a 20% down payment, including tax, of \$1,207,125.00. SCUSD made this payment on December 21, 2020. Between March and May 2021, SCUSD made 3 additional payments totaling \$2,417,227.59.
5. The total amount SCUSD has paid JCI under the Agreement to date is \$3,624,352.59. \$2,523,772.41 of the \$6,148,125.00 purchase price currently remains unpaid.
6. Of the 6,000 V-Pacs purchased by SCUSD under the Agreement, 4,993 were shipped and delivered to SCUSD. However, in May 2021, prior to the shipment of the remaining V-Pacs, SCUSD requested and JCI agreed to halt further shipments due to outstanding questions concerning the value and efficacy of the V-Pacs for classroom use.
7. Given the longstanding partnership between JCI and SCUSD, the Parties worked together to overcome the challenges involved with SCUSD’s implementation of portable air purification technology for its classrooms and find a creative solution to avoid any dispute under the Agreement.
8. The crux of the solution permits SCUSD to return the units without contractual penalty and to repurpose the ARP relief funding on similarly qualifying projects and uses, while at the same time compensating JCI for the substantial negative financial impact JCI will incur downstream in returning all of the V-Pacs to UVDI.



9. Therefore, upon signature of this Memorandum of Understanding (“MOU”), the Parties agree as follows:
- A. JCI will furnish to SCUSD a Credit Memo that provides SCUSD with a credit on its account in the amount of \$3,624,352.59 (“V-Pac Credit”). The terms of the credit memo will entitle SCUSD to apply this amount toward accounts payable to JCI with respect to future healthy building and/or pandemic-related improvements to SCUSD buildings provided by JCI. Such improvements may include, but are not limited to:
    - i. HVAC/Rooftop Unit retrofits and replacements, Economizer upgrade and installations, Metasys upgrades and migrations, installations of classroom CO2 sensors and temperature control devices, UL Safe Trace Audits (IAQ, ventilation verification, and infection control for K-12 school), mechanical services to upgrade and/or retrofit ageing equipment, and/or other healthy-building related projects, including design services of such systems.
    - ii. The cost for such improvements, including but not limited to markup on any subcontract labor, will be consistent with any state or national purchasing agreement, or other public agency agreement JCI is a signatory to, such as Sourcewell (formerly NJPA) contracts and subject to review and approval by SCUSD staff (JCI to provide “open book” pricing for staff review).
  - B. The redemption period for the V-Pac Credit (\$3,624,352.59) will be by September 30, 2022. If the V-Pac Credit is not utilized in full within the redemption period, then JCI’s release of SCUSD is void and JCI may enforce the non-cancellation provision of the Agreement and seek restocking and other downstream costs from SCUSD. For purposes of this section, the definition of “utilized in full” during the redemption period shall refer to the issuance of a new purchase order by SCUSD accepted in writing by JCI or other provision of written assurance agreed to in writing by both parties for any future healthy building and/or pandemic-related improvements described above and shall not be interpreted to require the actual completion of the new project(s) by the redemption date.
  - C. SCUSD agrees to reach an agreement with JCI in writing in which SCUSD shall commit to spending the remaining balance under the original Agreement of \$2,523,772.41 (“V-Pac Balance”) with JCI in connection with one or more future healthy building and/or pandemic-related improvements by September 30, 2022. For any such Projects, SCUSD shall be invoiced by JCI as specified under the original Agreement.
  - D. All future purchases by SCUSD from JCI under the MOU shall be subject to JCI Standard Terms and Conditions.

- E. In exchange for these terms, JCI will not enforce the non-cancellation and modification provisions of the Agreement.
- F. **Instead**, JCI will **coordinate** UVDI's pick-up of all V-Pacs in SCUSD's possession and the return of all such units to UVDI, at no cost to SCUSD, no later than 30 days following execution of the MOU unless extended by mutual agreement in writing
- G. Subject to SCUSD's timely redemption of the V-Pac Credit and written commitment to spend the V-Pac Balance as set forth in Sections 9.B and 9.C above, no contractual penalty will be applied in connection with SCUSD's return of the units under the Agreement.
- H. Subject to performance of the terms and conditions stated above, the Parties agree to release all claims and causes of action, whether now known or unknown, which the parties have, or might have or could have asserted, against the other, its officials, employees, insurers, Board Members, attorneys, representatives, agents, vendors, or parties otherwise associated with the Agreement or the V-Pacs. For the avoidance of doubt, the release of liability extended by SCUSD to JCI extends and applies to UVDI.
- I. Each party will be responsible for its own legal fees and costs.
- J. The execution of this MOU shall not operate as an admission of liability by either party with respect to the Agreement or the V-Pacs.
- K. Except as otherwise agreed to by the Parties or required by law, including obligations arising under the California Public Records Act (Government Code section 6250 et seq.) and the Ralph M. Brown Act (Government Code section 54950 et seq.), the Parties and their attorneys agree to keep this MOU confidential.
- L. Each side agrees they will not publicly criticize, disparage, call into disrepute or otherwise defame the other with respect to the Agreement, the V-Pacs, and this MOU. The parties will further agree to a joint statement that indicate we are maintaining our long-standing business relationship and will continue to work on solutions that are beneficial to SCUSD's students, staff and community.

SIGNATURES:

  
 \_\_\_\_\_  
 Johnson Controls Inc.

2/28/22  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Sacramento City Unified School District

2/25/22  
 \_\_\_\_\_  
 Date

| SCUSD / HVAC / Sites 10-23 |      |                     |                        | Funding source    | Funding source  |                 |      |
|----------------------------|------|---------------------|------------------------|-------------------|-----------------|-----------------|------|
| SCUSD ID                   | ID # |                     | Total site cost        | MOU Credit        | ESSER           | PO \$           | PO # |
|                            |      |                     | \$7,753,883.71         | \$3,624,352.59    |                 |                 |      |
| 0004-463                   | 10   | Alice Binery        | \$ 285,368.69          | \$ 285,368.69     | \$ -            | \$ -            |      |
| 0108-463                   | 11   | Ethel Baker         | \$ 353,658.18          | \$ 353,658.18     | \$ -            | \$ -            |      |
| 0110-463                   | 12   | Ethel Phillips      | \$ 344,499.13          | \$ 344,499.13     | \$ -            | \$ -            |      |
| 0354-463                   | 13   | Suttersville        | \$ 306,364.10          | \$ 306,364.10     | \$ -            | \$ -            |      |
| 0390-463                   | 14   | Woodbine            | \$ 307,705.57          | \$ 307,705.57     | \$ -            | \$ -            |      |
| 0183-463                   | 15   | New Joseph Bonnheim | \$ 297,605.68          | \$ 297,605.68     | \$ -            | \$ -            |      |
| 0269-463                   | 16   | Pacific             | \$ 440,072.69          | \$ 440,072.69     | \$ -            | \$ -            |      |
| 0272-463                   | 17   | Parkway             | \$ 338,438.60          | \$ 338,438.60     | \$ -            | \$ -            |      |
| 0229-463                   | 18   | Success Acadamy     | \$ 290,775.09          | \$ 290,775.09     | \$ -            | \$ -            |      |
| 0117-463                   | 19   | Fr. Ketih B Kenn    | \$ 189,734.28          | \$ 189,734.28     | \$ -            | \$ -            |      |
| 0571-463                   | 20   | Cap Cit             | \$ 191,699.76          | \$ 191,699.76     | \$ -            | \$ -            |      |
| 0520-463                   | 21   | Hiram Johnson HS    | \$ 1,319,695.95        | \$ 278,430.81     | \$ 1,041,265.14 | \$ 1,041,265.14 |      |
| 0525-463                   | 22   | JFK HS              | \$ 1,335,524.72        | \$ -              | \$ 1,335,524.72 | \$ 1,335,524.72 |      |
| 0530-463                   | 23   | Luther Burbank      | \$ 1,752,741.27        | \$ -              | \$ 1,752,741.27 | \$ 1,752,741.27 |      |
|                            |      |                     | \$ 7,753,883.71        | \$ 3,624,352.59   | \$ 4,129,531.13 | \$ 4,129,531.13 |      |
|                            |      |                     | <b>Total site cost</b> | <b>MOU Credit</b> | <b>ESSER</b>    | <b>PO \$</b>    |      |



**Solicitation Number: RFP #070121****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Johnson Controls, Inc., 5757 North Green Bay Avenue, Milwaukee, WI 53209 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for HVAC Systems and Related Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

**1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires August 12, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship for a period of one year for Equipment and Products and ninety days for Services. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Supplier will provide its standard proposal terms and conditions with specific scope for all task orders under this Contract. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## **7. CUSTOMER SERVICE**

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:



- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

#### **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

#### **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the

circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

### **11. INDEMNITY AND HOLD HARMLESS**

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, to the extent resulting from negligence or willful misconduct in the performance of this Contract by the Supplier or its agents or employees for third-party injury or death to person(s) or property or caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Supplier will not be liable for indirect or consequential damages. Vendor's liability to Sourcewell arising out of this Contract, with the exception of Supplier's indemnification obligations under this Section, shall not exceed amounts paid or payable under this Contract. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

### **12. GOVERNMENT DATA PRACTICES**

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

### **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

#### **A. INTELLECTUAL PROPERTY**

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws. Supplier shall have the right, at its option, to: i) make the Equipment or Products non-infringing, ii) replace the infringing Equipment or Products; or (iii) on return of the Equipment or Products by Sourcewell or the Participating Entity, Supplier will refund the amounts actually paid by Sourcewell or the Participating Entity for the infringing Equipment or Products, less depreciation over a three (3) year period. Liability for infringement under this Section excludes: (i) misuse or modification of the product by Sourcewell or the Participating Entity or its employees, agents or downstream customers, (ii) use of the product or work in combination with other materials, goods, products, or services for which the product was not intended to be used (as demonstrated by Supplier's applicable product literature), (iii) failure of Sourcewell or the Participating Entity to implement any update provided by Supplier that would have prevented the claim, (iv) work that Supplier made to Sourcewell's or the Participating Entity's specifications or designs, (v) product that is not manufactured by Supplier, and (iv) claims with respect to third party hardware or software.

5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

6. *Digital & Intellectual Property.* Use, implementation, and deployment of software and hosted software products proprietary to Supplier (“Software”) shall be subject to, and governed by, Supplier’s standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the “Software Terms”). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Supplier and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Supplier shall retain all right, title and interest in any (a) work provided to Sourcewell and any Participating Entities, including without limitation, all software source and object code, documentation, technical information or data, specifications and designs and any changes, improvements or modifications thereto (“Deliverables”), and (b) Know-How (defined below) employed by Supplier in the creation of the Deliverables or performance of the associated work, whether known to Supplier prior to, or developed or discovered or acquired in connection with, the performance of its obligations under this Contract. Ownership of all Deliverables and Know-How shall vest solely in Supplier and no Deliverables shall be deemed “works made for hire.” Without limiting the generality of the foregoing, ownership of all source files used in the course of performing all associated work shall remain the exclusive property of Supplier. For purposes of this Contract, “Know-How” means any know-how, processes, techniques, concepts, methodologies, tools, analytical approaches, database models and designs, discoveries, and ideas furnished, produced by, developed, or used by Supplier in the creation or provision of the Deliverables or in the performance of the Services, Products or Equipment, and any changes, improvements, or modifications thereto or derivatives thereof. Additional terms and conditions or other required transaction documentation related to Software Terms may be addressed directly between a Participating Entity and Supplier depending upon the Software or offering, including any applicable terms and conditions related to any Software subscriptions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

#### **15. FORCE MAJEURE**

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

#### **16. SEVERABILITY**

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

#### **17. PERFORMANCE, DEFAULT, AND REMEDIES**

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## 18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for Products-Completed operations
- \$2,000,000 general aggregate



3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or



“work” performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

## **21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 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 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 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. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. 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 C.F.R. § 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. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 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 C.F.R. § 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. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require 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). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 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 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 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. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must 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. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must 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.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

**22. CANCELLATION**

Sourcwell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcwell

Johnson Controls, Inc.

DocuSigned by:  
*Jeremy Schwartz*  
C0FD2A139D06489...

DocuSigned by:  
*Jeremy L Rainwater*  
DD49E8F7B6E24C5...

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

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

Jeremy Schwartz

Jeremy L. Rainwater

Title: Chief Procurement Officer

Title: VP & GM HVAC and Controls North America

10/7/2021 | 8:54 PM CDT

10/14/2021 | 5:51 PM CDT

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved:

DocuSigned by:  
*Chad Coquette*  
7E42B8F817A64CC...

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

Chad Coquette

Title: Executive Director/CEO

10/14/2021 | 5:53 PM CDT

Date: \_\_\_\_\_

# RFP 070121 - HVAC Systems and Related Services

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## Vendor Details

Company Name: Johnson Controls, Inc.  
Does your company conduct business under any other name? If yes, please state: MD  
Address: PO Box 246  
Chesapeake City, Maryland 21915  
Contact: Tom Staves  
Email: thomas.staves@jci.com  
Phone: 443-676-8813  
Fax: 443-676-8813  
HST#: 39-0380010

## Submission Details

Created On: Thursday June 03, 2021 10:17:10  
Submitted On: Thursday July 01, 2021 10:19:53  
Submitted By: Tom Staves  
Email: thomas.staves@jci.com  
Transaction #: 3a12fdca-b2a1-4826-b500-969a9b2c8b16  
Submitter's IP Address: 104.129.195.1

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**Specifications****Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

| Line Item | Question   | Response *  |
|-----------|--|---|
| 1         | Proposer Legal Name (one legal entity only):   | Johnson Controls Inc.   |
| 2         | Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.  | Johnson Controls Canada, LP<br>Johnson Controls Security Solutions  |
| 3         | Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.   | Johnson Controls does not have any applicable assumed names.<br>Johnson Controls, Inc. has previously operated under two (2) former names:<br>1. Johnson Service Company from July 10, 1902 to November 11, 1974<br>2. Johnson Electric Service Company from July 31, 1900 to July 10, 1902 |
| 4         | Proposer Physical Address:   | 5757 North Green Bay Avenue Milwaukee, WI 53209   |
| 5         | Proposer website address (or addresses):   | www.JohnsonControls.com   |
| 6         | Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract): | Jeremy L Rainwater, VP & GM HVAC and Controls North America<br>5757 North Green Bay Avenue Milwaukee, WI 53209<br>jeremy.l.rainwater@jci.com<br>414-524-1200  |
| 7         | Proposer's primary contact for this proposal (name, title, address, email address & phone):  | Tom Staves<br>Cooperative Program Manager<br>705 Digital Drive, Suite N, LINTHICUM HEIGHTS, MD 21090-2267<br>Thomas.Staves@JCI.com<br>443-676-8813  |
| 8         | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):   | Andrew Pergande, Director Commercial Optimization<br>5757 North Green Bay Avenue Milwaukee, WI 53209<br>Andrew.Pergande@jci.com<br>414 524 6937   |

**Table 2: Company Information and Financial Strength**

| Line Item | Question | Response * |
|-----------|----------|------------|
|-----------|----------|------------|



|    |   |   |
|----|---|---|
| 9  | Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.  | <p>Johnson Controls is a global diversified technology and multi-industrial leader serving a wide range of clients in more than 150 countries. Our Performance Infrastructure business, which operates independently, and specifically is responsible for the successful delivery of guaranteed savings projects and other alternative funding projects delivers world-class solutions that address our clients' energy and infrastructure needs. Our solutions leverage our experience from thousands of higher education projects across the country matched to the specific requirements and needs of the client and their facilities.</p> <p>Our company has its very roots in the energy efficiency business. In 1883, Warren S. Johnson, a professor at the State Normal School in Whitewater, Wisconsin, received a patent for the electric room thermostat. His invention launched the building control industry. Johnson Controls with over \$30 billion of revenue in 2017, recently Johnson Controls merged with Tyco to become a global leader in building systems, energy storage, and integrated security and fire.</p> <p>Johnson Controls is a pioneer in developing performance contracting as a viable means by which to update facilities and make them more cost-effective to operate. We have implemented more than 3,000 performance contracting agreements – all with guaranteed savings since 1983.</p> <p>Core Values, Business Philosophy Johnson Controls Values:<br/> <b>INTEGRITY FIRST:</b> We promise honesty and transparency. We uphold the highest standards of integrity and honor the commitments we make.<br/> <b>PURPOSE LED:</b> We believe in doing well by doing good and hold ourselves accountable to make the world a better place through the solutions we provide, our engagement in society, the way we do business, and our commitment to protect people and the environment.<br/> <b>CUSTOMER DRIVEN:</b> We win when our customers win. Our long-term strategic relationships provide unique insights and the ability to deliver exceptional customer experiences and solutions.<br/> <b>FUTURE FOCUSED:</b> Our culture of innovation and continuous improvement drives us to solve today's challenges while constantly asking 'what's next.'<br/> <b>ONE TEAM:</b> We are one team, dedicated to working collaboratively together to create purposeful solutions that propel the world forward.</p> <p>Industry Longevity Related To The Requested Equipment:<br/> Johnson Controls paints an impressive picture, with 130+ years of innovation and over four million customers. Johnson Controls is a global diversified technology and multi-industrial leader serving a wide range of customers. Our commitment to sustainability dates back to our roots in 1885, with the invention of the first electric room thermostat. Johnson is committed to helping our customers win and creating greater value for all of our stakeholders through a strategic focus on buildings and energy growth platforms.</p> <p>Products Or Services<br/> Johnson Controls offers best-in-class technologies, products, installation, and service capabilities across building management, fire, security, sensors/controls, HVAC, industrial refrigeration, and energy storage solutions. Our offering includes total support for all fire alarm, fire detection, fire protection, integrated security, HVAC, Building Controls, healthcare communications, and sound/communications needs. Our capabilities include design, engineering development, integration, installation, project management, programming, testing, commissioning, training, warranty support, and post-warranty service. Our Technicians are highly trained and use state-of-the-art test equipment to ensure high-quality results and are trained to perform related repairs, in addition to inspections and responding to emergency maintenance requirements. Our life safety services are "Best-Value" for the following reasons:<br/> - Specialized inspection teams trained to identify and correct problems before they occur, thus preventing costly nuisance alarms and unnecessary downtime.<br/> - Experienced technicians ensure that repairs are done right and promptly. Standardized reporting and documentation.<br/> - Customized service plans to meet any customer's needs.<br/> Our organization provides local support from our North American network of over 150 local offices in the United States and Canada. Each office functions as a "one-stop-shop" providing parts, supplies, and equipment specific to each of the clients it serves.</p> |
| 10 | What are your company's expectations in the event of an award?  | Johnson Controls expects to build upon our previous contract 030817-JHN successes. Though we had tremendous adoption by our sales teams, there is still much work that needs to be done to maximize the sales potential including launching Canada. We are looking to add additional personnel to our corporate sales team to manage field training, business development, and direct sales. An annual budget has been submitted to assist in the development of additional collateral and E-marketing campaigns and plans to attend local/ regional trade shows to promote our participation in the program.   |
| 11 | Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.  | Johnson Controls Inc is a wholly-owned indirect subsidiary of Johnson Controls International plc, a publicly owned company listed on the New York Stock Exchange (ticker: JCI). As a wholly-owned subsidiary, Johnson Controls Inc's financial results are consolidated in the financial statements of Johnson Controls International plc. In Fiscal Year 2020, Johnson Controls saw net revenue of \$22.3 billion with positive cashflow. Johnson Controls enjoys a strong balance sheet with \$10 billion in assets against \$8.2 billion in total liabilities. Total shareholders' equity was \$17.4 billion for FY 2020. We have provided the Johnson Controls 2020 Annual Report, credit and bond ratings, letters of credit, and detailed reference letters   |
| 12 | What is your US market share for the solutions that you are proposing?  | <p>Johnson Controls does not divulge market share for equipment categories, however, we can report on our North American market share for the following services:</p> <ul style="list-style-type: none"> <li>- Energy Saving Performance Contracting: 14%</li> <li>- P3: 36%</li> <li>- Service and Maintenance: 3%</li> </ul> <p>These values include both the US and Canada.</p>  |
| 13 | What is your Canadian market share for the solutions that you are proposing?  | See answer to question 12.  |
| 14 | Has your business ever petitioned for bankruptcy protection? If so, explain in detail.  | Johnson Controls has never petitioned for bankruptcy protection.  |
| 15 | <p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p> | B) Johnson Controls is a manufacturer and service provider with an extensive network of sales and service branches that are 100% company-owned. The branch network provides equipment, installation, and service for HVAC, security, fire, and Performance Contracting (PC) needs.  |

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| 16 | If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP. | <p>When selecting a company to provide HVAC systems and service, you want to choose a proven contractor that is responsible, experienced, and has employees with the expertise and knowledge to work efficiently and help you make the best choices for your facilities.</p> <p>In addition to professional licenses in all 50 states and 10 Canadian Provinces, our team members hold licenses, certifications, and accreditations by various professional organizations. Professional certification or accreditation indicates a certain proven amount of knowledge and experience in a particular subject area.</p> <p>To earn many of these credentials (e.g., LEED Accredited Professional), applicants are required to have experience in the field as well as pass a comprehensive examination administered by a third party. By regularly maintaining their certifications, our employees ensure they continue their education and keep pace with industry trends and standards.</p> <p>Please see the "Johnson Controls Certification Table" uploaded as a separate file. This table identifies just a few of the professional certifications held by Johnson Controls team members, relevant to HVAC equipment and services and energy efficiency projects. Beyond the dedicated resources for a project, our team can seek additional support from a variety of certified professionals at the regional and national level, as represented here.</p> |
| 17 | Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.  | Johnson Controls has been in business for well over 100 years and operates from about 120 offices in all North America. To the best of our knowledge and information, neither company, as a corporate entity, nor any of its branch or satellite offices have been suspended or debarred by any federal, state, provincial, or municipal public agency.   |

**Table 3: Industry Recognition & Marketplace Success**

| Line Item | Question | Response * |
|-----------|----------|------------|
|-----------|----------|------------|

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| 18 | Describe any relevant industry awards or recognition that your company has received in the past five years  | <p>Our organization participates in a wide range of activities and has been recognized in several unique areas. The following information highlights some key examples.</p> <p><b>SUSTAINABILITY AND CORPORATE SOCIAL RESPONSIBILITY</b><br/>                 2019 World's Most Ethical Company<br/>                 12 selections since 2007 (March 2020, selected for the 13th time) Ethisphere Magazine<br/>                 100 Best Corporate Citizens, 2019<br/>                 Transparency and social responsibility, since 2006<br/>                 Corporate Responsibility Magazine<br/>                 2019 Best Corporate Citizens<br/>                 Community involvement, environmental impact, and fair employee treatment.<br/>                 Forbes Magazine<br/>                 Change the World, 2018<br/>                 Companies that are doing well by doing good<br/>                 Fortune Magazine<br/>                 AAA Rating<br/>                 Environmental, social, and governance MSCI Socially Responsible Indices Carbon Clean 200<br/>                 Biggest public companies ranked by green energy revenues<br/>                 Corporate Knights and As You Sow<br/>                 Energy Star Most Efficient 2020 Most efficient products<br/>                 Energy Star<br/>                 Environmental Leader Project of the Year<br/>                 For partnership with The University of Hawai'i (UH) Maui College Environmental Leader and Energy Manager Today<br/>                 Top Project Judges' Choice Award for its impressive strides in sustainability and renewable energy<br/>                 Environmental Leader and Energy Manager Today<br/>                 Environment + Energy Leader 100<br/>                 Terrill Laughton, VP, and GM of Energy Optimization and Connected Equipment Environmental Leader and Energy Manager Today</p> <p><b>INNOVATION</b><br/>                 Johnson Controls Top 100 Global Innovators, 5-time winner<br/>                 Most innovative corporations and institutions in the world, 2016, 2017, 2019, 2019,2020<br/>                 Clarivate Analytics<br/>                 Overall IoT Company of the Year, 2020<br/>                 Top companies, technologies, and products in the global Internet of Things (IoT) market<br/>                 IoT Breakthrough<br/>                 Most Intelligent Building – Corporate Headquarters (Bee'ah's new headquarters in the UAE)<br/>                 Optimize energy efficiency, make the best use of available space and help the building's occupants be more productive<br/>                 Digie Award</p> <p><b>QUALITY / PRODUCTS</b><br/>                 Our organization participates in a wide range of activities and has been recognized in several unique areas. The following information highlights some key examples.<br/>                 Humanitarian Award, 2019<br/>                 Fire Commissioner's Humanitarian Award<br/>                 Fire Department of the City of New York Foundation Sustainability Product of the Year<br/>                 The YORK® Mission Critical Direct Evaporative Cooling Air Handling Unit in the 2019 Sustainability Awards. The awards honor those who have made sustainability an integral part of their business practice.<br/>                 The Business Intelligence Group<br/>                 Edison Award<br/>                 Environmentally Friendly Solutions sub-category of the Energy and Sustainability award category<br/>                 The Edison Awards annually honor excellence in human-centered design and innovation<br/>                 Five honors in the 2019 Brandon Hall Group Human Capital Management Excellence Awards<br/>                 Innovative learning solutions and sales training programs that help improve the human capital management space, achieve results and provide meaningful careers<br/>                 Brandon Hall Group<br/>                 YORK® YHAU CGN Absorption Chiller – Heater<br/>                 Use of a natural refrigerant (water) that offers zero ozone depletion and global warming potential<br/>                 New Products for Engineers<br/>                 2018 IW Best Plants Winner, Norman OK plant<br/>                 Operational excellence<br/>                 Industry Week<br/>                 Four 2019 World Class Briefing Awards for its excellence in management, planning, customer experience, and measurement<br/>                 Association of Briefing Program Managers<br/>                 Most Intelligent Building – Corporate Headquarters (Bee'ah's new headquarters in the UAE)<br/>                 Optimize energy efficiency, make the best use of available space and help the building's occupants be more productive<br/>                 Digie Award</p> <p><b>WORKFORCE DIVERSITY</b><br/>                 Grady Crosby, vice president of public affairs and chief diversity officer honored with the 2019 Business Champion award<br/>                 Commitment to creating a diverse and inclusive workforce<br/>                 African American Chamber of Commerce<br/>                 Top 50 Employers for Women Engineers, 2019<br/>                 Readers of Woman Engineer were asked to name the employers for whom they would most like to work or that they believe would provide a positive working environment for women<br/>                 Women Engineer<br/>                 50 Best Companies for Diversity Dec. 2018<br/>                 Black Enterprise Magazine Top Employer – China, 2019<br/>                 For exceptional employee conditions, nurturing and developing talent throughout all levels of the organization and striving to optimize its employment practices and to develop its employees<br/>                 Top Employers Institute, China 2019<br/>                 Best of the Best for U.S. Veterans<br/>                 Top Veteran-Friendly Companies<br/>                 U.S. Veteran's Magazine<br/>                 2019 Sustainability Awards and Recognition does not include most recognition bestowed to specific locations and individual employees by organizations around the world for our employees' work to build a sustainable world and does not include sustainability indices to which Johnson Controls was named. This list is representative but not exhaustive of global sustainability honors and awards.</p> |
| 19 | What percentage of your sales are to the governmental sector in the past three years  | 26%  |
| 20 | What percentage of your sales are to the education sector in the past three years   | 18%  |
| 21 | List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years? | NCPA - \$3,865,224<br>TIPS - \$2,281,196<br>NASPO - \$6,036,765<br>OMNIA - \$1,500,000 (1st yr of agreement)   |

|    |  |   |
|----|--|---|
| 22 | List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years? | GSA - 084 190CA \$11,680,149<br>GSA-03FAC 0060P \$5,131,971 |
|----|--|---|

**Table 4: References/Testimonials**

**Line Item 23.** Supply reference information from three customers who are eligible to be Sourcewell participating entities.

| Entity Name *              | Contact Name *  | Phone Number *                                      |
|----------------------------|-----------------|---|
| Brainerd Public Schools    | Earl Wolleat    | 218-454-6906<br>earl.wolleat@isd181.org             |
| Castlewood School District | Dawn Wiersma    | 605-793-2351<br>dawn.wiersma@k12.sd.us              |
| Watertown School District  | Heidi Clausen   | 605-882-6314<br>heidi.clausen@k12.sd.us             |
| Fort Bend County           | Taral Patel     | 281-341-8608<br>taral.patel@fortbendcountytexas.gov |
| Marshall County            | Roger Haugtvedt | 218-745-4951<br>rodger.haugtvedt@co.marshall.mn.us  |

**Table 5: Top Five Government or Education Customers**

**Line Item 24.** Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

| Entity Name                                  | Entity Type * | State / Province *             | Scope of Work *  | Size of Transactions *      | Dollar Volume Past Three Years * |
|--|---------------|--------------------------------|--|-----------------------------|----------------------------------|
| Western Regional Integrated Health Authority | Government    | NL - Newfoundland and Labrador | P3, service, controls  | \$322.00 – \$109,274,268.00 | \$109.3M                         |
| Corvias Group - Public Housing               | Government    | Florida - FL                   | Work for this entity took place in multiple states. Performance Contracting infrastructure improvements    | \$61,531 – \$43,968,914     | \$97M                            |
| CUNY - The City University of New York       | Education     | New York - NY                  | Service, Chiller plant upgrade, hot water BMS extension, security cameras, various infrastructure upgrades | \$5,620 – \$24,724,109      | \$35.9M                          |
| City of Toledo                               | Government    | Ohio - OH                      | Performance Contract, various HVAC upgrades, automated meters, controls, service                           | \$334 - \$75,390,135        | \$75.9M                          |
| School District of Philadelphia              | Education     | Pennsylvania - PA              | Performance Contract, fire alarm, controls, various mechanical HVAC equipment upgrades                     | \$3,986 - \$24,000,000      | \$64.4M                          |

**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

| Line Item | Question   | Response *  |
|-----------|--|---|
| 25        | Sales force.   | Johnson Controls has 1740 sales personnel in North America working out of more than 160 branch offices. Our sales professionals are full-time employees. Most of the North American employees are full time with less than 1.5% being temporary or part-time.   |
| 26        | Dealer network or other distribution methods.  | Johnson Controls, Inc. does utilize a minimal amount of Agents at strategic locations throughout the USA. These Agents will be required to work through a local branch when using the Sourcewell contract to ensure pricing integrity and contract compliance. For those dealers that eventually want to sell direct, they will be required to go through a training program and a contract modification will be submitted to add them as an approved Dealer/Agent.   |
| 27        | Service force.   | As mentioned previously, we understand the importance of having a local presence in the communities we serve. This is why we have over 4,800 front-line service providers nationwide in over 160 branch locations. These service providers are direct employees of Johnson Controls.  |
| 28        | Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.  | <p>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. In most North American locations, we have the capability to answer emergency calls within two hours of the original call if required by the customer. Once issues are logged via our 24-hour emergency number, a record of the emergency is made for tracking purposes, and a service team member or members will be dispatched to the site of the issue.</p> <p>We also provide next-day service for routine service calls. We guarantee to answer emergency calls within 24 hours of your call and have technicians available 24-hours a day, seven days a week.</p> <p>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.</p> <p>Some very remote locations may be more than 2-hours away from a service branch. In those cases, we may install additional technology to enable us to detect, analyze, and possibly remedy problems remotely. Another option is establishing a connection to our Remote Operations Center who can then detect, report, and fix problems as they occur. In some cases, we have subcontracted with a local firm that can provide service within the 2-hour window.</p> <p>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 systems, 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 the community of a local service provider.</p> <p>The Johnson Controls E-Service tool provides a customer portal where Sourcewell members can access information related to their building(s) and service jobs, including details about service history, service requests, agreements, and invoices. From the main portal page, they can also review news articles and connect directly to various offerings.</p> <p>Our service branches are certified to service a wide range of facility infrastructures including the following:</p> <ul style="list-style-type: none"> <li>Building automation control systems</li> <li>Chiller and refrigeration equipment</li> <li>Boilers and associated heating systems</li> <li>Air handling equipment and large fans</li> <li>Hydronic equipment including pumps and cooling towers</li> <li>Pneumatic air systems (control and process)</li> <li>Fire alarm systems</li> <li>Security and card access control systems</li> <li>Low and high voltage electrical systems</li> <li>Packaged rooftop units and unitary heat/cooling equipment</li> </ul> <p>Maintenance</p> <p>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 a 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.</p> <p>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 is equally important in a successful strategy.</p> <p>Reactive Maintenance<br/>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>Predictive Maintenance<br/>Checking the condition of the equipment as it operates. Equipment conditions, rather than time intervals, determine the need for service.</p> <p>Preventative Maintenance<br/>Scheduling maintenance at specific times offers the first line of defense against failure.</p> <p>Proactive Maintenance<br/>Addresses root causes identified by predictive methods. It isolates and corrects the sources of failure altogether.</p> |
| 29        | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.   | Johnson Controls will support all geographic areas and market sectors of the United States through the proposed contract. We will be offering and promoting an awarded contract to all Sourcewell member segments and verticals through the proposed contract.  |
| 30        | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.  | Johnson Controls frequently provides products and services to customers in Canada, and will gladly support Sourcewell Canadian members. We have successfully managed, engineered, and implemented more than \$550 million in performance contract projects across Canada, which represents over \$600 million in guaranteed savings. We have 20 branch offices located throughout Canada, which enables us to provide HVAC systems and services to all provinces, Yukon Territory, the Northwest Territories, and Nunavut.  |
| 31        | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.   | Johnson Controls can service all geographic areas of the United States and all Sourcewell Member sectors. We have an international presence and an extensive presence in the United States and Canada. We provide HVAC systems and services to all markets and sectors and have entire teams dedicated to State Government, Higher Education, K-12 Schools and Districts, Local Government, Federal Government, Healthcare, and Public Housing.   |
| 32        | Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract? | Johnson Controls, Inc. can service all geographic areas in North America across all entity sectors with no limitations.   |
| 33        | Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.   | Johnson Controls operates offices located in HI, AK, and US Territories. There will not be any additional charges to service customers located within these areas unless they are more than our standard branch response area of 1 hours' travel from the nearest Johnson Controls office.  |

**Table 7: Marketing Plan**

| Line Item | Question   | Response *   |
|-----------|--|--|
| 34        | Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response. | <p>Our proposed Sourcewell marketing plan includes a coordinated effort between Johnson Controls and Sourcewell. We will continue to market the SOURCEWELL program both internally and externally via our corporate websites. Brochures will be dispensed in both hard copy and electronic format. Our team's Cooperative Program Manager, Mr. Tom Staves, will continue to oversee the program. Mr. Staves will be responsible for driving growth. He will be assisted by the following personnel who have also been supporting Sourcewell in the past. The following sales personnel will assist with the training, promotion, and direct sales to SOURCEWELL clients:</p> <p>Ms. Mary Beth Alexander - Business Development Mgr.<br/>                     Ms. Melanie LeClair - Business Development Mgr.<br/>                     Ms. Hayley Nitschke - Marketing</p> <p>The Sourcewell Logo will be added to tradeshow banners and promoted locally and nationally via numerous tradeshows our personnel attends throughout the year. We will continue to promote Sourcewell via our website. We will also distribute a form to clients. The form will be used to request additional information or schedule a meeting with a sales representative.</p>   |
| 35        | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.  | <p>We use a variety of electronic platforms to ensure contract awareness and to continually educate customers on life safety in general. Some current updates that are in process include; having a strong digital component to our advertising program that includes pay-per-click advertising. Online banner advertising, e-newsletters, links to JohnsonControls.com from key websites. We continue to make significant investments in redesigning our website and implementing marketing automation software that integrates with salesforce.com.</p> <ul style="list-style-type: none"> <li>• Update our existing customer database files for known Sourcewell members</li> <li>• Continuous refresh/updates to the Internet (as stated, there will be a dedicated page to Sourcewell)</li> <li>• Conduct Emailer campaigns</li> <li>• We have launched a very successful webinar series "Learn from the Leader" that takes on a new industry-related topic once per quarter. Free for all that attend.</li> <li>• All Sourcewell customers will have access to Service Channel. A dedicated secure portal where inspection reports, will be uploaded, service calls can be placed, and can even check on the time until the technician arrives.</li> <li>• Will promote via newsletter and corporate announcement</li> </ul> |
| 36        | In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?                                | <p>Johnson Controls entities have had tremendous success with our previous Sourcewell awards. As you see we have many of the same customers still with us under Sourcewell and have greatly expanded the program. We continue to make improvements and build upon past successes and learn from our experiences. Affiliated companies including Johnson Controls Security Solutions, Johnson Controls Canada LP, and Tyco Integrated Fire and Security have the benefit of working from procedures that have been established by Johnson Controls Fire Protection.</p> <p>Our team is driven to provide efficient public service through our national contract purchasing solutions and other related programs. We are only able to do this as we work together; to create a unified purchasing alliance that is valued by both Sourcewell Members and contracted suppliers.</p> <p>We understand our sales staff will be responsible for the majority of the marketing responsibilities for this contract. We are positioned to continue to work together to support a wide range of Sourcewell clients.</p>  |
| 37        | Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.            | <p>Most of our products are designed, developed, and integrated to meet specific customer needs. SSNA products and services are purchased primarily through our local branch network.</p>  |

**Table 8: Value-Added Attributes**

| Line Item | Question   | Response *   |
|-----------|--|--|
| 38        | Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply. | <p>By partnering with Johnson Controls, Sourcewell members will have the ability to customize training to meet their needs. Our programs can be comprehensive to increase the self-sufficiency of staff or more focused to develop competencies where needed. We design our training programs in conjunction with our service offerings to protect customer investments while maximizing the efficiency of their operations. Through continuous support and professional development, we align our services with their mission.</p> <p>To create a truly focused learning experience, we carefully customize our training programs to align with your goals and objectives. To help determine what training will be required for your staff, we will work with you through a series of brief interviews and simple tests with representatives from maintenance supervisors, maintenance staff, facilities engineering, and quality control. The program steps include the following:</p> <ul style="list-style-type: none"> <li>Define current maintenance and operating procedures</li> <li>Define required maintenance and operating procedures required for new equipment</li> <li>Review training options with plant engineering and maintenance</li> <li>Determine and organize training programs, based on need and skill level, for functional groups within the facility (supervisors, maintenance staff, custodial, etc.)</li> <li>Perform training with each group using a mix of theory, hands-on practice, and maintenance manual application</li> <li>Record each session for future use by staff</li> <li>On a regular basis, repeat and redesign new needs and re-establish competency on old ones</li> </ul> <p>Johnson Controls Institute<br/>                     Professional instructors with industry experience, state-of-the-art equipment, and hands-on lab activities are hallmarks of the Johnson Controls Training Institute experience. The Institute has been widely regarded as one of the best educational sources in the building environments industry since its establishment in 1947. Each year, more than 4,000 clients and employees attend courses at our institute.</p> <p>Training is available on-site or at one of our many training centers across the U.S. On-site training features hands-on training on your own equipment. For a listing of courses, please visit our website at <a href="http://www.johnsoncontrols.com">www.johnsoncontrols.com</a>.</p> <p>Packaged Training Programs<br/>                     We realize that off-site classroom instruction is not always practical. For that reason, the Institute produces several packaged training programs to assist our clients. Convenient and effective in-house training is possible through a variety of instructional videotapes, sound/slide, and computer-based training programs produced by the Institute.</p> <p>The computer-based training programs use the power and flexibility of the computer to deliver an interactive learning experience. Interacting one-on-one with the computer, the student can gain a better working knowledge of HVAC systems, energy management concepts, and facilities management system operation. The student can review each modular lesson after the initial learning experience to refresh skills as needed.</p> <p>Branch and On-Site Instruction<br/>                     Because branch training can provide a more convenient and cost-effective alternative to our standard Institute locations, we have converted many of our more popular courses to branch training programs. We can also conduct select courses using remote seminars that allow group training of the client's facilities, systems, and equipment. On-staff Johnson Controls Institute instructors teach the remote seminars at client sites, our offices, or another convenient location depending on the needs of the client group. We use portable equipment simulators that enable employees to practice without jeopardizing building operations.</p> <p>Another option for on-site instruction is on-the-job training, which allows our engineers, technicians, and mechanics to provide instruction at your facilities. This training is excellent for practical and productive learning. Materials include course handbooks, on-site laboratory sessions, and examinations. Typical topics include energy management, HVAC systems maintenance, and facility management system operation. Finally, phone support and technical assistance are always available over the phone or during our normal client service visits.</p> |



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|----|---|--|
| 39 | Describe any technological advances that your proposed products or services offer.  | <p>Our latest technology deployment is OpenBlue, which is further described in Question 70. It is a complete suite of connected solutions that deliver impactful sustainability, new occupant experiences, and respectful safety and security that combines our 135 years of building expertise with cutting-edge technology. OpenBlue features a suite of tailored, AI-powered service solutions such as remote diagnostics, predictive maintenance, compliance monitoring, advanced risk assessments, and more.</p> <p>One of our more powerful and popular technological advances is our Connected Services. All microprocessor-based York chillers can be connected to our Remote Operations Center and monitored 24/7. This information will better prepare our chiller technicians during their service visits and alert them during abnormal operating conditions. Our team will truly be connected to your member's operations resulting in improved performance.</p> <p>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.</p> <p>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.</p> <p>This application also allows our customers to sign off on completed work, which is immediately available for viewing on the Customer Portal. This tool also gives our technicians access to the internet for updated information on third-party equipment and Johnson Controls compiled database on third-party equipment.</p>   |
| 40 | Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.   | <p>At Johnson Controls, we've been dedicated to protecting the environment since our invention of the electric thermostat in 1885, which provided a fundamental shift in the energy efficiency of buildings. Now, all over the world, our products and services empower customers and communities to consume less energy and conserve resources.</p> <p><b>Our Objectives</b><br/>Sustainability is an integral part of our vision and values. Our environmental efforts are conducted with the following objectives in mind:</p> <ul style="list-style-type: none"> <li>• Supporting our company's growth and exceeding our customers' increasing expectations for more sustainable products and services.</li> <li>• Fostering a culture of sustainability that engages and attracts people who want to make a difference.</li> <li>• Improving our operational efficiency, including lowering costs and reducing the environmental footprint of our operations and supply chain.</li> <li>• Expanding engagement with our stakeholders on environmental issues, including leading in global partnerships that increase the scale of our sustainability impact.</li> <li>• Demonstrating our commitment from the top, including the continued integration of sustainability into company goals and decision-making.</li> </ul> <p><b>Our Accomplishments</b><br/>Across our organization, we seek to continuously improve in our environmental work. We're proud and fortunate to have been included in more than 40 prestigious sustainability indexes in recent years.</p> <p>2020 World's Most Ethical Company. Our 13th year in a row to be so recognized—a record only 7 companies worldwide have ever achieved.</p> <p>100 Best Corporate Citizens, 2020. We achieved the rank of #3 in our category and #18 overall among the 100 Best Corporate Citizens for 2020, for environmental, social, and governance (ESG) transparency and performance. We were up against 1000 of the biggest companies in the US to achieve this ranking.</p> <p>MSCI AAA Status. This is Morgan Stanley's sustainability index. Only 5% of companies achieve AAA.</p> <p>S&amp;P 500 ESG Index. Even at a time when companies like Walmart, Twitter, and Honeywell were dropped from the S&amp;P index, we maintained our spot. We are included in the Dow Jones Sustainability Index as well.</p> <p>Here are just some of the reasons why we've received this recognition:</p> <ul style="list-style-type: none"> <li>• From 2002 through 2017, we are proud to have reduced our energy intensity by 47 percent and our greenhouse gas intensity by 41 percent.</li> <li>• Our efforts align with the United Nations Sustainable Development Goals, a universal call to action to end poverty, protect the planet and ensure that all people enjoy peace and prosperity.</li> <li>• We always strive to do more, which is why in 2017 we adopted a new 2025 Sustainability Strategy. 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 are committing to new, ambitious 2025 goals related to greenhouse gas emissions, energy, water, waste, safety, and diversity from a 2017 baseline.</li> </ul> |
| 41 | Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors. | <p>We are unaware of the Certification of independent products, however, Johnson Controls uses third-party software Process Map for our Environmental, Health, and Safety Information System (EHSIS) to track environment, health, and safety data from facilities worldwide. Data are reviewed routinely by qualified personnel, including the regular use of an internal audit process to check not only data in the system but also site-level checks of original records and other aspects. At times, we engage assistance from third-party environmental, health and safety, and ISO consultants for site-specific audits. This includes using, for some sites, certified registrars to validate and certify our operations to various quality, environmental, six sigma, and safety standards, e.g., ISO 9000, ISO 14001, OHSAS 18001. Additionally, filings with environmental, health and safety, and other regulatory agencies are routinely checked internally and by the applicable regulatory agency.</p>  |
| 42 | Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.    | <p>Johnson Controls is a leader in supplier diversity. Since 1993, we have spent more than \$22 billion with certified women- and minority-owned suppliers. Globally, we have included more than 300 diverse and historically underutilized companies into more than 30 product and service procurement categories to support our customer solutions.</p> <p>Johnson Controls' supplier diversity program is successful because of accountability, training, and supplier diversity processes that extend into our customer and supplier networks.</p> <p>Supplier diversity is approached as a discipline that is not confined to one department, geography, or an elite group of star performers. All of the operational, commercial, and advanced supplier diversity activities are tied together with standardized processes company-wide.</p>   |

|           |   |   |
|-----------|---|---|
| <p>43</p> | <p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p> | <p>Sourcewell members can ensure their project produces significant energy savings and the highest return on investment by selecting a company with extensive HVAC System and Service experience and a nationwide branch network that ensures expert local service in every market in North America.</p> <p>Unparalleled Experience</p> <p>By selecting Johnson Controls, Inc. (Johnson Controls), Sourcewell members will engage an industry leader that has implemented over 3,000 ESPC projects over the past 30+ years and helped pioneer the ESPC industry in the 1980s. We are the national leader in HVAC Systems and services with a greater market share and more experience than any of our competitors. We currently hold over \$6 billion in performance-based guarantees through approximately 615 projects across North America.</p> <p>This experience ensures that Sourcewell members can realize a high-performance project that is designed, implemented, commissioned, and serviced by reliable experts that have successfully installed and service HVAC systems for other K- 12, higher-education, state, and local government bodies.</p> <p>We offer our customers the reliability and financial stability of a Fortune 100 company. Our sales for the fiscal year 2015 totaled \$37.2 billion. Our financial muscle is balanced by a strong code of ethics. For the tenth year in a row, Johnson Controls has been named one of the "World's Most Ethical Companies" by the Ethisphere Institute. Corporate Responsibility Magazine has also recognized Johnson Controls as the #14 company in its annual "100 Best Corporate Citizens" list.</p> <p>Our long history and proven capabilities illustrate that we can perform all phases of any project and provide Sourcewell member entities with the best value through equipment upgrades, equipment maintenance, and service, training, or any combination of service that you require.</p> <p>We Are Where You Are</p> <p>Our field service branch network of 4,500 front-line service providers in over 160 branch locations shows that although Johnson Controls has a large national and international footprint, we understand the importance of having a local presence in the communities we serve.</p> <p>Our extensive branch network is 100% company-owned and operated, which enables us to share resources, expertise, innovations, and corporate values throughout the entire branch network. This enables all of our branch employees to benefit from the experience and lessons learned on projects we perform across the nation and around the world. No other Energy Services Company (ESCO) has a similar network.</p> <p>By investing in local branch locations, we enable local decision-making authority that makes it easier to respond to the needs of customers in a timely manner. Our investment also helps support the communities where we live and work.</p> <p>Flexibility and Consistency</p> <p>Sourcewell members can benefit from our established and uniform development and implementation approaches that provide a consistent level of service and expedited delivery. We will apply the same management approach at a small-town school district, as we will for a world-renowned University or large state customer with highly dispersed facilities. This ensures that each project meets our standards of quality, safety, and maximum return on investment for our customers.</p> <p>With a large number of resources available to our teams, we are able to provide projects with additional staff to meet aggressive deadlines. Additionally, our ability to streamline the development, procurement, and implementation processes ensure faster upgrades of facilities so our customers will realize savings sooner.</p> <p>Safety</p> <p>At Johnson Controls, we realize safety is just as important to you as it is to us. From onsite field employees to corporate offices, safety is built into all the services we provide.</p> <p>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.</p> <p>Commitment to Diversity</p> <p>For any project we undertake, we endeavor to maximize participation from minority-owned and Historically Underutilized Businesses (HUBs). This is an increasingly important goal for many of our customers and benefits Johnson Controls by expanding our pool of available talent in each marketplace.</p> <p>We have more than 700 diverse suppliers representing more than 50 product and service categories. Approximately 7% of Johnson Controls' outside purchases are made with diverse suppliers and contractors with minority purchases making up approximately 80% of the spend. The remaining external purchases are from women-owned firms and firms designated by government agencies as small or disadvantaged businesses.</p> <p>Because of these efforts, Johnson Controls has joined the elite Billion Dollar Roundtable, an organization comprised of only 24 U.S. corporations that spend more than \$1 billion annually with minority- and women-owned businesses.</p> <p>Commitment to Sustainability</p> <p>Sustainability is a cornerstone of our business. We create sustainable solutions through all of our workstreams and practice what we preach as a corporation. Our corporate headquarters campus in Glendale, Wisconsin represents the largest concentration of LEED Platinum buildings with four awarded buildings in one site.</p> <p>Since 2002, we have publicly 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 2015 Sustainability Report is available for you to view online at:</p> <p><a href="http://www.johnsoncontrols.com/corporate-sustainability/reporting-and-policies/business-and-sustainability-report/environmental-leadership">http://www.johnsoncontrols.com/corporate-sustainability/reporting-and-policies/business-and-sustainability-report/environmental-leadership</a></p> |
|-----------|---|---|



**Table 9A: Warranty**

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

| Line Item | Question  | Response *   |
|-----------|---|--|
| 44        | Do your warranties cover all products, parts, and labor?  | Our warranty structure is set forth to protect our clients against faulty products installed by or workmanship completed by our personnel. Our warranties cover all products, parts, and labor associated with the Johnson Controls installed or serviced system.  |
| 45        | Do your warranties impose usage restrictions or other limitations that adversely affect coverage?   | There are no usage limitations in our warranty system for Johnson Controls installed or serviced systems.  |
| 46        | Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?   | Technician travel time and mileage to perform warranty repairs are covered under our warranty program.   |
| 47        | Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair? | Due to the presence of our company-owned district offices throughout North America, we are not aware of any geographic region where we cannot provide warranty repair services.  |
| 48        | Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?  | As indicated above, our policy states we will warranty a system installed by our technicians for a period of 1 year from the date of the customer's beneficial use. Service parts carry a 90-day warranty from the date of installation by a qualified technician. Different manufacturers may offer their own equipment warranties that cover the replacement cost of specific system components  |
| 49        | What are your proposed exchange and return programs and policies?   | According to the specific terms of each client's agreement, we can exchange a faulty piece of equipment or system component under warranty for its current equivalent. Equipment that cannot be repaired, or that is part of a legacy system no longer supported, will be replaced at the client's request.  |
| 50        | Describe any service contract options for the items included in your proposal.  | <p><b>Maintenance</b><br/>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 a 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.</p> <p>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 is equally important in a successful strategy.</p> <p><b>Reactive Maintenance</b><br/>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><b>Predictive Maintenance</b><br/>Checking the condition of the equipment as it operates. Equipment conditions, rather than time intervals, determine the need for service.</p> <p><b>Preventative Maintenance</b><br/>Scheduling maintenance at specific times offers the first line of defense against failure.</p> <p><b>Proactive Maintenance</b><br/>Addresses root causes identified by predictive methods. It isolates and corrects the sources of failure altogether.</p> |

**Table 9B: Performance Standards or Guarantees**

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

| Line Item | Question   | Response *  |
|-----------|--|---|
| 51        | Describe any performance standards or guarantees that apply to your services                             | <p>Johnson Controls utilizes a total quality management approach across Canada and throughout North America. Johnson Controls develops a clear picture of our customer's definition of quality service, from that we generate a defined set of objectives that form the basis of our performance standard.</p> <p>This method will ensure that Johnson Controls clearly understands and proactively participates in exceeding all of a customer's goals, and in our ability in achieving your expectations for customer satisfaction.</p> <p>Johnson Controls team and individual performance goals are set to a level exceeding the customer's acceptable performance standard. Performance evaluations are based on the team's success in achieving overall project goals; thus, teams are motivated to apply persistent, dedicated, and focused effort to overachieve their goals.</p> <p>Our Performance Infrastructure team provides guarantees for our Performance Contracting projects.</p> <p>For a Performance Contract, Johnson Controls guarantees the savings amount in the contract.</p> <ul style="list-style-type: none"> <li>- We begin monitoring the savings performance at the onset of the construction period and continue throughout the guarantee period. At the same time, we suggest and implement operational enhancements to fine-tune the overall performance.</li> <li>- We monitor savings during the year, produce scheduled reports that describe the results and reconcile the guarantee at the end of each year (or as dictated by the M&amp;V plan).</li> <li>- If the dollar savings are equal to or greater than the guarantee amount, customers receive all of the excess benefits. If there is a shortfall, Johnson Controls will pay the difference between the actual and the guaranteed amount in the form of a check or as additional equipment and services.</li> <li>- We repeat the annual tracking and reconciliation process each year throughout the term of the agreement.</li> </ul> |
| 52        | Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.) | A schedule of values is provided with each proposal that provides details of the service or product being provided, outlines timelines, billing, and responsible parties. There are standard communication and response time protocols that will be outlined at the task-order level.   |

**Table 10: Payment Terms and Financing Options**

| Line Item | Question  | Response *   |
|-----------|---|--|
| 53        | Describe your payment terms and accepted payment methods?   | Payment terms are NPR 30 for all invoices. For contracting sales, a schedule of values will be outlined regarding payment intervals throughout the installation process including after-warranty PSA.  |
| 54        | Describe any leasing or financing options available for use by educational or governmental entities.  | It is the intent of Johnson Controls to utilize Sourcewell Approved Leasing Vendor NCL for potential financing of our Sourcewell opportunities.<br>Our organization offers various financial solutions in an effort to remain focused on the financing needs of its customers. Program offerings include:<br>Direct Purchase<br>Fair Market Value (FMV) Purchase Option<br>10% Purchase Option   |
| 55        | Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders. | Systems and Services North America has a wholly-owned branch network that provides proposals directly to customers for requested product or service purchases. Each proposal procured through the Sourcewell contract will be marked in Salesforce as a Sourcewell Cooperative and will have the Sourcewell contract number and will be logged. Additionally, services are quoted and tracked using the Sourcewell "buying group" Upon customer award and invoiced, these sales will be reported to Sourcewell quarterly |
| 56        | Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.  | Johnson Controls will utilize standard commercial quoting tools when quoting Sourcewell opportunities. The primary systemic tools utilized to build proposals are Selection Navigator, Yorkworks, and NxGen when quoting services. Standard JCI commercial terms are incorporated into these proposals.  |
| 57        | Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?  | We do accept P-card procurement and payment, and we do not pass on any fees to the customer.   |

**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

| Line Item | Question  | Response *   |
|-----------|---|--|
| 58        | Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.                              | This agreement will apply to all Johnson Controls Systems and Services North America (SSNA) branches across the United States. Johnson Controls strives to be a company that is easy to do business with. Therefore, our approach for this opportunity is to keep our pricing model simple, easy to use, and transparent.<br><br>Labor Rates<br>For labor rates, each branch location has published street labor rates that are competitive in their local markets. We will be using the approach discounting 10% off of our local branch published street rates (benchmark: Our labor pricing approach is the same approach utilized by Johnson Controls for GSA Schedule 84, which can be used by most state and local government entities). Local labor rates change annually.<br><br>Equipment, Controls, and Solutions<br>For equipment, controls, fire / Security alarm, and parts manufactured by Johnson Controls, our approach is to discount off of our North American List Price (NALP) or List Price depending upon the pricing tool being utilized.<br>For outside purchased HVAC equipment, controls, fire, security, technology equipment, and miscellaneous components, our approach is to mark up over our cost.<br>HVAC Specialty Air Quality Products are custom built, so pricing will vary<br>For miscellaneous 3rd party parts, mechanical subcontracts, electrical subcontracts, piping subcontracts, insulation subcontracts, job services such as cranes, facilities assessments, job specific tools, management & engineering services and surveys, our approach is to mark up over our cost as verified by 3rd party invoice to Johnson Controls. |
| 59        | Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.  | Discounts vary based on equipment and labor. Maximum equipment discounts are 55%.  |
| 60        | Describe any quantity or volume discounts or rebate programs that you offer.  | Volume discounts will be considered on a project-by-project basis. Most SSNA solutions are customized for each facility and do not qualify for volume discounts.   |
| 61        | Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.  | We supply these items at cost + 30%.   |
| 62        | Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer. | Proficiency and Risk (PR) Fee:<br><br>Due to unforeseen conditions and/or circumstances on all proposals Johnson Controls includes PR assessments. The PR fee averages 5%, of the total sell price depending on the risk it could be as high as 10% or as low as 2%.<br><br>In our existing Sourcewell Contract 030817-JHN, this PR Fee has consistently been included in our proposals under miscellaneous as it is part of our systemic pricing tools. Johnson Controls wants to provide customers with complete transparency of our pricing.  |
| 63        | If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.  | Shipping costs are included, as is disposal.   |
| 64        | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.   | Shipping costs are included in the price.  |
| 65        | Describe any unique distribution and/or delivery methods or options offered in your proposal.   | We strive to achieve just-in-time delivery to avoid storage costs and costs associated with damage that can occur when equipment and parts are stored on-site or in a facility for any length of time. Additionally, we do not enforce your warranty until we reach substantial completion. This helps save our customers a little money by not starting the warranty period too early when the system is not yet in use.  |

**Table 12: Pricing Offered**

| Line Item | The Pricing Offered in this Proposal is: *  | Comments   |
|-----------|---|--|
| 66        | b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments. | Pricing methodology is similar to that of past award. Both B and C apply to our response. Depending upon the opportunity discounts are equal to or better than we offer to GPO's and other cooperatives. It is Johnson Controls policy to standardize pricing across Cooperatives and GPO agreements and enable the branch offices to negotiate the additional discounts on an opportunity by opportunity basis. |

**Table 13: Audit and Administrative Fee**

| Line Item | Question   | Response *  |
|-----------|--|---|
| 67        | Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.                                | Pricing calculations under the Sourcewell contract will leverage estimating tools with defined pricing discounts for Sourcewell members. This pricing methodology makes it easy for our field organization and customers to understand pricing practices. Pricing transparency is provided to the customer with each Sourcewell proposal including reference to the Sourcewell contract. Pricing for large sales often has multiple reviews (sales, sales management, and cooperative program office). Small transactional sales are sample reviewed by the cooperative program office. If a pricing discrepancy would be identified all sales by that sales rep through the Sourcewell contract would be self-audited. The sales reporting and administrative fee remittance function are independent of the field sales organization. Fee processing is completed by a centralized GPO and cooperative processing team. This process will help to eliminate issues relating to unreported sales or missing fees under the Sourcewell contract. The centralized team utilizes data contained with our Customer Relationship Management system, booking system, and cooperative proposal log to help ensure completeness in sales reporting and fee submission. |
| 68        | If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.  | Johnson Controls has established KPI's for evaluating the performance of our Cooperative Program. These internal metrics are comprised of data from both sales and finance. For example, one key metric that we utilize is the number of sales representatives that have an active Sourcewell proposal in the Sales Force pipeline  |
| 69        | Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.) | Johnson Controls proposes a 1% administrative fee. On significant opportunities, we would like to leave open our ability to further negotiate a reduction on a case-by-case basis.  |

**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

| Line Item | Question  | Response *  |
|-----------|---|---|
| 70        | Provide a detailed description of the equipment, products, and services that you are offering in your proposal. | <p>Due to character limitation on the Bid Portal, please see the "Table 14A – Depth and Breadth of Offer Equipment Products and Services" document for complete details.</p> <p>Although we have the unique capacity to self-perform most work, we also have the contract management expertise to know when it is appropriate to outsource some functions. Please see our "Subcontracting Scope of Work" document uploaded as an attachment to this response.</p> <p>HVAC System Design, Installation, and Service<br/>                     HVAC Systems:<br/>                     - Standard Air Handling Units (AHUs), Customer AHUs, AMI Modular AHUs<br/>                     - Inefficient air handling unit replacement<br/>                     - HVAC system redesign<br/>                     - Variable frequency drives<br/>                     - Heat recovery systems<br/>                     - Low leakage air dampers<br/>                     - Variable air volume systems<br/>                     - Inlet vanes for centrifugal fan<br/>                     - Demand control ventilation<br/>                     - Exhaust fans<br/>                     - Fan coil units<br/>                     - Motor replacement<br/>                     - Unit heaters/ventilators<br/>                     - Computer room unit optimization<br/>                     - Four-pipe system to two-pipe system<br/>                     - Variable volume system upgrades<br/>                     - System recommissioning<br/>                     - Duct Free Mini Split Systems<br/>                     - Invertors<br/>                     - Pumps<br/>                     - Indoor Air Quality Products and Devices: Active polarization, non-ionizing, electronic air cleaning systems intended to replace passive filtration<br/>                     - Rooftop units<br/>                     - Heat pumps<br/>                     - PTACs<br/>                     - Water source heat pumps<br/>                     - Air Terminal Devices and Heating Products<br/>                     - Lighting systems-disinfectant lighting (UVC light tech) for air handlers</p> <p>Cooling Systems:<br/>                     - Scroll, Rotary, Centrifugal, Reciprocating, Air-Cooled Chillers, Water-Cooled Chillers, Condensing Units, and Absorption Chillers<br/>                     - Chiller replacements<br/>                     - Gas fire centrifugal chillers<br/>                     - Low load chiller<br/>                     - CFC containment conversions<br/>                     - Tower free cooling<br/>                     - Commercial refrigeration</p> |

- Cooling tower upgrade
- Two speed fan motors
- Variable pitch blade cooling tower fan
- Thermal energy storage systems
- Reclaim A.C. heat rejection
- Variable flow system upgrade
- Air-Cooled Variable Refrigerant Flow Systems
- Chilled water temperature reset
- Humidity control
- Absorption chiller
- Gas-fired chiller
- Condenser auto-cleaning
- Conversion to primary secondary, including VSD on pumps
- Cooling towers De-centralization/centralization
- Free cooling

## Energy Management and Control Systems:

- In-room control systems
- Direct digital controls
- Pneumatic control conversion
- Manual valves to automatic valves
- Air compressors
- Lab fume hood control
- Multi-system integration
- Load shedding
- Demand management
- Staging / lead-lag
- Optimum start / stop

## Heating Systems:

- Heating system redesign and optimization
- Boiler replacement
- Electric to gas fired boiler
- High efficient modular boilers
- Low load boiler
- Burner replacement
- Dual fuel burners
- Oil atomizing burners
- Boiler stack heat reclaim
- Perimeter radiation
- High efficient domestic water heaters
- Gas line turbulators
- Temperature reset control
- Electric heating to gas
- Piping insulation
- Boiler stack reclaim
- Boiler system de-centralization
- Aerator replacement with O2 scavenger
- Automated water treatment
- Condensate recovery

## Performance Contracting

- Energy Conservation Measures
- Investment Grade Audits
- Infrastructure Upgrades

## OpenBlue

## Building Systems

- Building Management System
- Access Control System
- Lighting
- HVAC
- Floor plans

## Integrated Workplace Management Systems

- Meeting rooms (size, location, amenities)
- Desk (reservable, status)
- Assets (type and location)
- Other spaces
- Frictionless Access Control
- Facial Recognition
- Skin temperature scanning solution
- Facemask detection
- Thermal imaging, UV sanitizing gates, contact tracing, touchless visitor management

## Enterprise IT Systems

- HR & IT System
- Active Directory
- Microsoft Exchange
- CMMS

## Third Party Offerings

- Sensors
- Space Scheduler
- Mobile Access
- Parking management
- Travel options (bus, train, car)
- Weather, traffic, stock prices

## OpenBlue Healthy Buildings

- OpenBlue Dynamic Spaces
- Face Mask Detection
- Social Distance Monitoring and Contact Tracing
- Intelligent Frictionless Access Control

## OpenBlue Companion

- OpenBlue Clean Air
- OpenBlue Location Manager
- OpenBlue Enterprise Management
- OpenBlue Digital Twin
- OpenBlue Secure
- OpenBlue Tailored Services Suite

## Smart City Programs

- Traffic analysis
  - Security Cameras
  - Proximity Sensors
  - Pedestrian Counters
  - Digital signage and speakers
  - Gunshot detection
- Utility Meters
- Water Meters
  - Electric Meters
  - Utility billing analysis
  - Utility rate improvements
  - Meter consolidation
  - Electric power factor correction
  - Automatic Meter Reading (AMR)
  - Advanced Metering Infrastructure (AMI) technology – Full scale implementation
  - Meter accuracy improvements
  - Meter typing & sizing upgrades
  - Automatic leak detection system
  - Customer web portal
  - SCADA upgrades
- Distribution Systems and Cogeneration Plants
- Central Utility Plants
  - Cogeneration/CHP Systems
  - Central cooling plant
- Lighting Systems
- Lighting Products: Intelligent lighting, connected lighting, streetlighting, intelligent street lighting, decorative lighting, human-centric lighting, specialty lighting, safety lighting, disinfectant lighting, and commercial lighting.
  - Interior Lighting:
    - o Linear Fluorescent Upgrades: New LED fixtures, LED retrofit kits, LED tubes
    - o CFL/INC/HID Upgrades: New LED fixtures, LED retrofit kits, LED re-lamps
    - o High Bay Fixtures: New LED fixtures
  - Exterior Lighting:
    - o Building Mounted: Wall packs, floods, canopy
    - o Pole Mounted: Area and street lights, Post top decorative, High mast, Parking garages
  - Lighting Controls:
    - o Room based controls: occupancy sensors, Photocell sensors
    - o Stand-alone Networked controls
    - o Integrated Networked controls with BAS
    - o Smart City controls
- Human-Centric Lighting (HCL): HCL systems combine intelligent lighting control with LED lamps and fixtures that have the ability to change their color temperature and intensity. Light varies during the day according to the natural lighting cycle:
- o Low light levels and low CCTs (Correlated Colour Temperature) in the early morning
  - o High light levels and high CCTs at midday (up to 10,000 K)
  - o Low light levels and low CCTs during evening
  - o Extremely low light levels and a medium CCT under moonlight
- Smart Building-Wide Lighting Control
  - Building Automation System Integration
  - Business Optimization
- Building Envelope Systems
- Window glazing
  - Tinted window film
  - Energy efficient windows
  - Window and door weather stripping and caulking
  - Revolving doors
  - Air curtains
  - Automatic door closers
  - Roofing
  - Insulate walls, roof, floor, soffit
  - Caulk pipe penetrations
  - Seal ceiling to roof gap
  - Solar radiation reduction
  - Reflective coating to roof
  - Weatherproofing
- Water and Sewage Systems
- Water Conservation
- Retrofit flush valves, showerheads, faucets, toilets
  - Automated water systems
  - Cooling tower retrofits
  - Ice machine upgrades
  - High efficiency domestic water heaters
  - Waste heat recovery
- Water Supply/Treatment/Distribution
- Raw water pumping
  - High service pumps
  - Backwash water pumps (filtration plants)
  - Water control systems
  - Plumbing systems
  - Irrigation systems
  - Domestic water
  - Rain water harvesting
- Wastewater Collection and Treatment
- Wastewater lift pumps
  - Aeration system improvements (diffusers, controls, blowers)
  - Digester gas to energy projects
  - Digester improvements
- Flood Control
- Flood control systems
  - Flood monitoring systems
  - Integrated traffic control and monitoring systems
- Renewable Energy Systems
- Solar photovoltaic
  - Wind turbines

- Geothermal heat pumps
- Microgrid
- Energy storage
- Solar daylighting
- Biomass plants
- Solar thermal pool heating
- Solar thermal domestic water heating
- Solar transpired walls
  
- Distributed Energy Storage
- Battery Power Stationary Storage
- Energy Storage System - In-Building
- Modular Container Distributed Energy Storage System
- Thermal Energy Storage Systems
- Ice Storage
  
- Sewer Heat Recovery
- Waste Heat Recovery and Urban Biogas Utilization
  
- Microgrids
  
- Connected Technologies
- Audio-Visual
- Data Cabling
- LAN/WAN/Voice
- Distributed Antenna Systems
- Nurse Call Systems
- Security Systems
- HL7 Integrations
  
- Pool Systems/Environment and Recreational Spaces
- Additional Systems
- Loading dock air curtains
- Ceiling systems
- Electrical power systems
- Emergency generators
- Turbine generators
- Switch gear
- Elevator modernization
- Waste management
- Waste compactors
- Red bag waste
- Pool covers and pool heat recovery
- Air and water balance
- Power factor correction
- Fleet management
- Start-up and commissioning
- High efficiency water heating
- Instantaneous hot water heating and removal of large storage tanks
- Waste heat recovery for dryers and kitchens
- Conversion of electric kitchen equipment to gas
- Water savings measures for kitchen and laundry
- Ozonated laundry upgrades
- Kitchen equipment
- Dishwasher replacement
- Walk-in coolers optimization
- Exhaust system optimization
- Kitchen design
- Laundry systems
  
- Service and Maintenance
  
- Public Relations
  
- Security
- 24/7 remote monitoring
- Access control
- Advanced video surveillance
- Intrusion detection
  
- Fire, Life-Safety & Hazard Protection
- Fire alarm systems
- Fire sprinkler systems
- Fire suppression systems
- Mass notification systems
- Special hazard solutions
- Extinguishers
- Mass Notification
- Special Hazard
- Sprinkler
  
- Operational Intelligence & Loss Prevention
- Information management solutions
- Real-time location systems (RTLS) for asset management
- Video and traffic analytics

|    |  |  |
|----|--|--|
| 71 | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | <ul style="list-style-type: none"> <li>- Renewable Technologies</li> <li>- Indoor Air Quality</li> <li>- Lighting Systems</li> <li>- Energy Efficiency</li> <li>- Greenhouse Gas Reduction</li> <li>- Smart Building Technologies</li> <li>- Smart City Technologies</li> <li>- Artificial Intelligence</li> <li>- Security</li> <li>- Connected Technologies</li> <li>- Energy Storage</li> <li>- Microgrids</li> <li>- HVAC Equipment</li> <li>- Controls</li> <li>- Building Automation Systems</li> <li>- Energy Management Systems</li> <li>- Operational Intelligence and Asset Management</li> <li>- Fire alarm and suppression</li> <li>- Security</li> <li>- Extinguishers</li> <li>- Sprinkler</li> <li>- Mass Notification</li> <li>- Special Hazard</li> </ul> |
|----|--|--|

**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

| Line Item | Category or Type  | Offered *  | Comments  |
|-----------|---|--|---|
| 72        | HVAC, IAQ, and water heating or treatment infrastructure, equipment, components, products, parts, and related technology  | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | See attachment 14A - Depth and Breadth of Offer Equipment Products and Services |
| 73        | Sensors, controls, thermostats, gauges, and system automation or management products and technology   | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | See attachment 14A - Depth and Breadth of Offer Equipment Products and Services |
| 74        | Services related to the offering of the solutions described in Lines 72 and 73 of Table 14B above, including installation, maintenance, repair, refurbishment, replacement, system upgrades, emergency or short-term HVAC equipment rental, assessment, integration, training, support, and customization | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | See attachment 14A - Depth and Breadth of Offer Equipment Products and Services |

**Exceptions to Terms, Conditions, or Specifications Form**

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

**Documents**

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
  2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
  3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
  4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Sourcewell Pricing Table 07 01 21 Final Rev.docx - Wednesday June 30, 2021 14:58:28
  - [Financial Strength and Stability](#) - 2020-10-k-for-jci-site.pdf - Monday June 28, 2021 14:57:33 [Marketing Plan/Samples](#) - Marketing Doc.pdf - Tuesday June 29, 2021 09:58:10
  - [WMBE/MBE/SBE or Related Certificates](#) (optional)
  - [Warranty Information](#) - Project Warranty Letter.pdf - Monday June 28, 2021 16:09:35
  - [Standard Transaction Document Samples](#) - HS HP Upgrade and Service Sample Proposals.pdf - Monday June 28, 2021 15:40:04
  - [Upload Additional Document](#) - Table 2 Certification and Table 14A Additional Info.zip - Tuesday June 29, 2021 10:31:24

**Addenda, Terms and Conditions**

**PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcwell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcwell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcwell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcwell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jeremy Rainwater, VP & GM HVAC and Controls North America, Johnson Controls, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes  No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

| File Name   | I have reviewed the below addendum and attachments (if applicable) | Pages |
|---|--|-------|
| <b>Addendum_4_HVAC_Systems_Services_RFP_070121</b><br>Tue June 22 2021 04:10 PM | <input checked="" type="checkbox"/>                                | 1     |
| <b>Addendum_3_HVAC_Systems_Services_RFP_070121</b><br>Wed May 26 2021 04:55 PM  | <input checked="" type="checkbox"/>                                | 1     |
| <b>Addendum_2_HVAC_Systems_Services_RFP_070121</b><br>Tue May 18 2021 03:45 PM  | <input checked="" type="checkbox"/>                                | 1     |
| <b>Addendum_1_HVAC_Systems_Services_RFP_070121</b><br>Mon May 17 2021 01:50 PM  | <input checked="" type="checkbox"/>                                | 1     |



## **AGREEMENT**

THIS AGREEMENT IS MADE AND ENTERED INTO THIS 30<sup>th</sup> DAY OF September, 2022, by and between the Sacramento City Unified School District ("District") and Johnson Controls, Inc. or "JCI" ("Contractor") ("Agreement").

**WITNESSETH:** That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

- 1. The Work:** Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

**PROJECT: METASYS (HVAC CONTROL UPGRADE) AT ETHEL BAKER**

It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents including, without limitation, the Drawings and Specifications and submission of all documents required to secure funding or by the Division of the State Architect for close-out of the Project, under the direction and supervision of, and subject to the approval of, the District or its authorized representative.

- 2. The Contract Documents:** The complete Contract consists of all Contract Documents as defined in the General Conditions, the JCI Rider to Installation Agreement dated June 15, 2022 ("Rider"), and the Memorandum of Understanding between JCI and the District dated February 28, 2022 ("MOU") all of which are incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
- 3. Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 18 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.
- 4. Time for Completion:** It is hereby understood and agreed that the work under this contract shall be completed within per the Project Schedule "HVAC Metasys Upgrades Inc 1 Phase 1 Various Schools" ("Contract Time") from the date specified in the District's Notice to Proceed.

**5. Completion-Extension of Time:** Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.

**6. Liquidated Damages:** Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of Five Hundred dollars (\$500) per day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work. It is hereby understood and agreed that this amount is not a penalty.

In the event that any portion of the liquidated damages is not paid to the District, the District may deduct that amount from any money due or that may become due the Contractor under this Agreement. The District's right to assess liquidated damages is as indicated herein and in the General Conditions.

The time during which the Contract is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the District may grant. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

**7. Loss Or Damage:** The District and its authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold the District and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.

**8. Insurance and Bonds:** Before commencing the Work, Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.

**9. Prosecution of Work:** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

**10. Authority of Architect, Project Inspector, and DSA:** Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), and the Division of the State Architect have authority to approve and/or stop Work if the Contractor's Work

does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. The Contractor shall be liable for any delay caused by its non-compliant Work.

- 11. Assignment of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
- 12. Classification of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type C-20 Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
- 13. Registration as Public Works Contractor:** The Contractor and all Subcontractors currently are registered as public works contractors with the Department of Industrial Relations, State of California, in accordance with Labor Code section 1771.4.
- 14. Payment of Prevailing Wages:** The Contractor and all Subcontractors shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.
- 15. Labor Compliance:** This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and Title 8 of the California Code of Regulations. Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of Division 2, Part 7, Chapter 1, of the Labor Code, including, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate electronic certified payroll records as required by the Contract Documents, or the District may not issue payment.
- 16. Contract Price:** In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

**Three Hundred Fifty-Three Thousand Six Hundred Fifty-Eight and 18/100 Dollars  
(\$353,658.18)**

which sum is to be deducted from the V-Pac Credit [OR] applied toward the V-Pac Balance described in the MOU, according to the schedule provided by the Contractor and accepted by the District and subject to additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s).

- 17. Severability:** If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

**JOHNSON CONTROLS, INC.**

**SACRAMENTO CITY UNIFIED  
SCHOOL DISTRICT**

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

\_\_\_\_\_  
By: Rose Ramos

Title:

Title: Chief Business Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

NOTE: If the party executing this Contract is a corporation, a certified copy of the by-laws, or of the resolution of the Board of Directors, authorizing the officers of said corporation to execute the Contract and the bonds required thereby must be attached hereto.

END OF DOCUMENT



**Johnson Controls  
Rider to Installation Agreement**

This Rider is made as of **October 12, 2022** by and between **Johnson Controls, Inc.** ("Johnson Controls") and Sacramento City Unified School District ("Customer") and amends the Metasys (HVAC Control Upgrade) at Ethel I. Baker (the "Agreement"). This Rider is effective as of the date of last signature below. The provisions of this Rider supersede and replace any other agreement or agreements between Johnson Controls and Customer with respect to the subject matters covered by this Rider and constitutes the entire agreement of the parties on the subject matter hereof.

- 1. **Indemnity.** Section 14.2.1 of the General Conditions only, shall be replaced with the following: Johnson Controls agrees to indemnify Customer, its board members, officers, representatives, contractors, agents, and employees, in both individual and official capacities for all damages, losses and expenses with respect to any third-party claims, including those for personal injury, including death, or tangible property damage but only to the extent such damages, losses and expenses are caused by the negligent acts or willful misconduct of Johnson Controls in fulfilling its obligations under this agreement. In the event Johnson Controls is obligated to indemnify Customer as set forth above, Johnson Controls has the right but not the obligation to defend Customer against third-party claims. If Johnson Controls elects to undertake such defense, then Johnson Controls shall have exclusive control over the defense.
- 2. **Waiver of Consequential Damages.** **IN NO EVENT, WHETHER IN CONTRACT, TORT OR OTHERWISE (INCLUDING BREACH OF WARRANTY, NEGLIGENCE, PRODUCT LIABILITY AND STRICT LIABILITY IN TORT), WILL JOHNSON CONTROLS AND ITS AFFILIATES AND THEIR RESPECTIVE PERSONNEL, SUPPLIERS AND VENDORS BE LIABLE TO CUSTOMER (DIRECTLY OR INDIRECTLY) UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY ARISING FROM, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR ANY: (A) SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES (WITH LIQUIDATED DAMAGES NOT BEING WAIVED BY THIS PARAGRAPH); (B) LOST PROFITS, REVENUES, DATA, CUSTOMER OPPORTUNITIES, BUSINESS, ANTICIPATED SAVINGS, OR GOODWILL; (C) BUSINESS INTERRUPTION; OR (D) DATA LOSS OR OTHER LOSSES ARISING FROM VIRUSES, RANSOMWARE, CYBERATTACKS OR FAILURES OR INTERRUPTIONS TO NETWORK SYSTEMS.**
- 3. **Insurance.** Johnson Controls shall maintain insurance to cover its proportionate share of liability in amounts set forth below in full force and effect at all times until the (a) obligations under the Agreement have been completed or (b) the Agreement is cancelled or terminated, and shall provide a certificate evidencing such coverage promptly following a Customer's request.

| <u>COVERAGES</u>                             | <u>LIMITS OF LIABILITY</u>                          |
|--|---|
| Workmen's Compensation Insurance             | Statutory   |
| Commercial General Liability Insurance       | \$1,000,000 Per Occurrence<br>\$2,000,000 Aggregate |
| Comprehensive Automobile Liability Insurance | \$1,000,000 Combined Single Limit                   |

The above limits may be obtained through primary and excess policies and may be subject to self-insured retentions.

Any insurance protection afforded to the Customer under this policy will be limited to the terms of the certificate of insurance and/or endorsement and will not expand upon, alter, supplant, or supersede Johnson Controls' contractual obligations hereunder including any indemnification obligations. The amount payable under the policy will be the lesser of the amount required by the contract and the limits provided by the policy.

Customer shall maintain all insurance coverage that 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.

- 4. **Payment.** All undisputed amounts 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 disputed amounts are due and payable upon resolution. All other amounts remain due within thirty (30) days. Work performed on a time and material basis shall be at Johnson Controls' then-prevailing rate for material, labor, and related items, in effect at the time supplied under this Agreement. Johnson Controls shall invoice Customer for progress payments to 100% percent based upon equipment delivered or stored, and services performed. In the event project duration exceeds one month, Johnson Controls reserves the right to submit partial invoices for progress payments for work completed at the project site. Customer agrees to pay any progress invoices in accordance with the payment terms set forth herein. Customer's

failure to make payment when due is a material breach of this Agreement and will give Johnson Controls, without prejudice to any other right or remedy, the right to (a) stop performing any Services and/or withhold further deliveries of Equipment and other materials; terminate or suspend any unpaid software licenses; and/or terminate this Agreement; and (b) charge Customer interest on the amounts unpaid at a rate equal to the lesser of 1.5% per month or the maximum rate permitted under applicable law, until payment is made in full. Customer agrees to pay all of Johnson Controls reasonable collection costs, including legal fees and expenses. Customer agrees to pay a deposit equal to 30% of the project sell price (pre-tax) prior to Johnson Controls providing any labor or materials on the project.

5. **Force Majeure.** Johnson Controls shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to perform under this Agreement, caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is an event beyond the reasonable control of Johnson Controls, foreseeable or unforeseeable, including, without limitation, acts of God, severe weather, declared or undeclared natural disasters, acts or omissions of any governmental authority including change in applicable law, epidemics, pandemics, disease, viruses, quarantines or other public health risks and/or responses, strikes, lock-outs, labor shortages or disputes, an increase of 5% or more in tariffs, fires, explosions or other casualties, thefts, vandalism, civil disturbances, riots, war, terrorism, power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation. If Johnson Controls' performance is delayed, impacted, or prevented by a Force Majeure Event or, its continued effects, Johnson Controls shall be excused from performance under the Agreement. If Johnson Controls is delayed in achieving any scheduled milestones due to a Force Majeure Event, Johnson Controls will be entitled to extend such milestones by the amount of time Johnson Controls was delayed as a result of such event.

Sacramento City Unified School District

Johnson Controls, Inc.

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

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

By: Rose Ramos

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

Title: CBO

Title: \_\_\_\_\_

June 9, 2022

**Attention:** Mike Taxara at SCUSD

**Subject:** SCUSD – Metasys Upgrades Inc 1 Phase 2

Johnson Controls is pleased to provide the following proposal:

**This scope of work is based on the following bidding documents:**

- Plans: None
- Spec: 27 00 00 Telecom and Raceway, 26 05 33.13 Conduit and Fittings, 23 09 00 BACS Spec – as confirmed via email to the district 3.22.22
- Job walks with Mike at SCUSD and Chris Cuff at KMM and Zac Dillow with JCI.
- No formal criteria docs were given, the scope below is JCI’s understanding of the verbal discussions and is the limit of what JCI will perform.
- JCI has checked for unit counts via 5 different means
  - SCUSD Provided Maintenance Sheets
  - Counts using Google Map Images
  - Air Table Unit Counts provided by CECl
  - Air Table Room Counts as provided by CECl
  - Job Walks with the customer

The counts below is the counts as discovered by JCI via the means above. If after JCI engineering we discover fewer units than proposed – JCI will offer a credit corresponding to the change.

**Method of Procedure:**

The goal of this scope of work is to remove and replace the dysfunctional KMC and Allerton control systems at the sites shown below in a like for like manner. We aim to do this a little impact to school function as possible. This will require a combination of normal hours and off hours work. JCI will build the Metasys system in parallel with the existing systems performing as much of the wiring, programming, commissioning as possible prior to “cut over” where we will start to take actual control of the mechanical systems piece by piece.

Preliminary Engineering – Per site, JCI will generate a set of controls submittal documents that outline the points, material, terminations diagrams and sequence of operation (including economizer control) for each piece of equipment. JCI will identify mounting locations for the field controllers and the location of the JCI engine and the proposed trunk routing (which may mean having the SNE in the middle of trunk vs the end of line). JCI will include a preliminary schedule for each site. JCI will include a graphics and MUI submittal. This will require site walks by JCI and our subs. Prior to beginning any work or ordering any material – JCI will review these documents with SCUSD, and upon SCUSD approval these submittals will become the formal scope of work document to be referred too.

The first step will be building the Metasys BACnet network on each campus. During normal hours (where allowable) JCI will install a new Network Engine for each site – connect it to power and SCUSD Network. We will then run conduit/rigid on the exterior of the buildings to each piece of roof mounted or grade mounted rooftop equipment. JCI will re-use existing pathways as allowable.

The second step will be preparing each piece of mechanical equipment for cut over. JCI will install during normal hours (as allowable) a new enclosure with a JCI controller in it. JCI will power this controller using the existing 24V power source assumed available on the RTU equipment. JCI will install the various SCUSD required monitoring sensors on the unit, connect them to the JCI controller. JCI will prep the controller to land at the manufacture terminal strip for control of heating, cooling and fan – but not perform the actual termination work until cut over.





The third step will be a pre-functional test of the network. Having the engine installed, controllers powered up and connected to the engine – JCI will download controllers and perform check out of the monitoring sensors that we can. JCI will check bus integrity and proper controls communication with the head end. JCI will also perform the head end work – generating the user views, graphics and MUI configurations for the sites. At this point the system will be “online” but a lot of the points will be “offline” as they will exist in the software – but will not exist in reality as we have not performed cut over yet. The goal of this step is to have everything ready such that when the terminal point does get connected during that cut over – it will “know where to go” in the software and the ??? question marks will turn to actual data with values as measured by sensors in the space.

The 4<sup>th</sup> step will be the cut over step. This work will be performed off hours and is the moment JCI will disconnect existing control and bring full control to Metasys. JCI will perform work in the class room and administrative spaces, installing zone temperature sensors, zone CO2 sensors, terminating at the thermostat interface on the RTU and taking over control of the economizer (where applicable). Once everything is now connected, and terminations verified – JCI will perform another functional test of the unit commanding heating, cooling, fan and visually confirming the RTU receives and responds to these commands. JCI will confirm the user interface, graphics and MUI get populated with the now connected data. JCI will also confirm the SCUSD specialty sequences (Auto Demand Response, Smoke Mode, Virus Mode) on a global basis – commanding the site into the various mode, but only visually inspecting a handful of units. This step will take multiple evenings and weekends with JCI performing as many of the cutovers as we can in a workday. JCI will cut over units and ensure they are functional by 7am the following day or by 7am Monday for work performed over the weekend.

In the event that a unit fails its functional test, JCI will reconnect the existing controls infrastructure as it was, diagnose and retry at a later time.

Step 5 will be demolition of the existing system. Once the entire campus is complete. JCI will perform demolition of the existing controls system. JCI will remove all wire associated with the existing system, demo all controllers, sensors, enclosures, power supplies and crate them for delivery to the owner. Work exterior to the building will be normal hours and work interior to the building will be off hours. The only thing that will remain of the old system is the pathway that connected it.

Customer Checkout – The final step will be walking the site with SCUSD and performing a customer checkout of the system. It will also include sitting with the district at the head end and reviewing the user interface, graphics and MUI configuration. The customer at this point will have an opportunity to challenge, test, explore, as questions on the installation generating a punch list. JCI will remediate any of these punch list items and after completion of the, the warranty period will begin.

Post Engineering – JCI will provide a set of as builts with final trunk mapping to the customer to serve as record documents for SCUSD. This as builts will include a copy of the completed punch list.

Warranty – JCI warrants our work for a period of 1 year labor and 3 years material. Material warranty begins at time of manufacture (date code as published on the JCI controller).

*This information is confidential between JCI and SCUSD and not to be shared outside of these negotiations. They represent the intellectual property of JCI engineering the approach to the task at hand.*

#### **Method of Procedure – Summer work**

JCI intends to complete some of the sites during the summer. We would like to reserve this for the more complex sites such as high schools with larger footprints and more complex HVAC systems. Seeing there will be no students



Johnson Controls Inc.  
Building Efficiency, Branch 110  
103 Woodmere Rd Suite #110, Folsom CA 95630  
Tel 916 294-8800 Fax 916 294-8889

DIR: 1000000593  
CL#: 22445



during the summer – the goal to have units back online by 7am is no longer a requirement. As such – JCI will follow a traditional construction process starting with complete demo of the existing system, installation of the new system leveraging existing pathway as deemed appropriate (JCI will still pull brand new cable) and ending with programming, functional testing and commissioning of the system. All pre/post engineering activities will remain the same. All customer checkout/warranty will remain the same. The actual sites to be performed over the summer will be determined per the KMM schedule as verified by JCI.

# SEE SEPARATE CONTRACT

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## Alice Binery Public Waldorf

| Qty | Description  |
|-----|--|
| 1   | Site Engineering to generate<br>-Controls submittals with drawings, points lists, SOO's, controller locations, proposed trunk mapping<br>-Identify any asbestos concerns<br>-Confirm quantity of economizers JCI will take over<br>-Confirm if pathway exists to portables<br>-Generate as-built submittals for SCUSD record   |
| 1   | Coordination meeting with customer for review of JCI submittals to confirm scope of work   |
| 1   | Site walk with customer after completion to generate punch list  |
| 1   | SCUSD custom sequences<br>-Virus Mode<br>-Smoke Mode<br>-Auto DR<br>-Optimized start/stop<br>-FDD on all economizers taken over by JCI   |
| 1   | Outside air temperature sensor for site  |
| 1   | New SNE1050 in enclosure<br>-Requires IP address provided by SCUSD<br>-Engine will be installed in the middle of the trunk for ease of trunk installation  |
| 17  | Control of package rooftop equipment<br>-New NEMA 3R Enclosure with CGM mounted inside<br>-Interlock to unit terminal strip to command heat, cool, fan<br>-Discharge air temperature<br>-Return air temperature<br>-Compressor Amperage sensor<br>-Fan amperage sensor<br>-New damper actuator for (e) Outside Air damper with damper feedback<br>-Zone Temperature Sensor – SA Bus<br>-Zone CO2 sensor – SA Bus |
| 7   | Control of Split System Furnace<br>-New NEMA 3R Enclosure with CGM mounted inside<br>-Interlock to unit terminal strip to command heat, cool, fan<br>-Discharge air temperature<br>-Return air temperature<br>-Compressor Amperage sensor<br>-Fan amperage sensor<br>-New damper actuator for (e) Outside Air damper with damper feedback<br>-Zone Temperature Sensor – SA Bus<br>-Zone CO2 sensor – SA Bus      |

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- 3 Window Shaker with old furnace  
 -JCI cannot control this unit, JCI will install a zone temperature sensor and zone CO2 sensor on the SA bus to monitor the space
  
- 1 Loytech Zones for Portables  
 -Loytech BACnet MS/TP to IP converter  
 -NEMA 1 Can with Key Lock and perf liner  
 -Plug in power supply (requires JCI utilizing a single gang socket to power device)

| <u>Summary</u>            | <u>Sourcewell Cost</u> |                   |
|---------------------------|------------------------|-------------------|
| Material                  | \$                     | 57,309.39         |
| JCI Labor                 | \$                     | 43,637.04         |
| Subcontractor Graphics    | \$                     | 1,098.24          |
| Market Value Installer    | \$                     | 157,381.41        |
| Profficiency and Risk     | \$                     | 25,942.61         |
|                           |                        |                   |
|                           |                        |                   |
| <b><u>Grand Total</u></b> | <b>\$</b>              | <b>285,368.69</b> |

## Ethel I. Baker

| Qty | Description  |
|-----|--|
| 1   | Site Engineering to generate<br>-Controls submittals with drawings, points lists, SOO's, controller locations, proposed trunk mapping<br>-Identify any asbestos concerns<br>-Confirm quantity of economizers JCI will take over<br>-Confirm if pathway exists to portables<br>-Generate as-built submittals for SCUSD record   |
| 1   | Coordination meeting with customer for review of JCI submittals to confirm scope of work   |
| 1   | Site walk with customer after completion to generate punch list  |
| 1   | SCUSD custom sequences<br>-Virus Mode<br>-Smoke Mode<br>-Auto DR<br>-Optimized start/stop<br>-FDD on all economizers taken over by JCI   |
| 1   | Outside air temperature sensor for site  |
| 1   | New SNE1050 in enclosure<br>-Requires IP address provided by SCUSD<br>-Engine will be installed in the middle of the trunk for ease of trunk installation  |
| 21  | Control of package rooftop equipment<br>-New NEMA 3R Enclosure with CGM mounted inside<br>-Interlock to unit terminal strip to command heat, cool, fan<br>-Discharge air temperature<br>-Return air temperature<br>-Compressor Amperage sensor<br>-Fan amperage sensor<br>-New damper actuator for (e) Outside Air damper with damper feedback<br>-Zone Temperature Sensor – SA Bus<br>-Zone CO2 sensor – SA Bus |
| 13  | Control of BARD Portable Units<br>-New NEMA 3R Enclosure with CGM mounted inside<br>-Interlock to unit terminal strip to command heat, cool, fan<br>-Discharge air temperature<br>-Return air temperature<br>-Compressor Amperage sensor<br>-Fan amperage sensor<br>-New damper actuator for (e) Outside Air damper with damper feedback<br>-Zone Temperature Sensor – SA Bus<br>-Zone CO2 sensor – SA Bus       |

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- 1 Control of Split System Furnace
  - New NEMA 3R Enclosure with CGM mounted inside
  - Interlock to unit terminal strip to command heat, cool, fan
  - Discharge air temperature
  - Return air temperature
  - Compressor Amperage sensor
  - Fan amperage sensor
  - New damper actuator for (e) Outside Air damper with damper feedback
  - Zone Temperature Sensor – SA Bus
  - Zone CO2 sensor – SA Bus
  
- 2 Window Shaker with old furnace
  - JCI cannot control this unit, JCI will install a zone temperature sensor and zone CO2 sensor on the SA bus to monitor the space
  
- 1 Loytech Zones for Portables
  - Loytech BACnet MS/TP to IP converter
  - NEMA 1 Can with Key Lock and perf liner
  - Plug in power supply (requires JCI utilizing a single gang socket to power device)

| <u>Summary</u>            | <u>Sourcewell Cost</u> |                          |
|---------------------------|------------------------|--------------------------|
| Material                  | \$                     | 76,178.00                |
| JCI Labor                 | \$                     | 60,126.05                |
| Subcontractor Graphics    | \$                     | 1,098.24                 |
| Market Value Installer    | \$                     | 184,105.15               |
| Profficiency and Risk     | \$                     | 32,150.74                |
|                           |                        |                          |
|                           |                        |                          |
| <b><u>Grand Total</u></b> | <b>\$</b>              | <b><u>353,658.18</u></b> |

# SEE SEPARATE CONTRACT

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Tel 916 294-8800 Fax 916 294-8889

DIR: 1000000593  
CL#: 22445



## Ethel Phillips

| Qty | Description  |
|-----|--|
| 1   | Site Engineering to generate<br>-Controls submittals with drawings, points lists, SOO's, controller locations, proposed trunk mapping<br>-Identify any asbestos concerns<br>-Confirm quantity of economizers JCI will take over<br>-Confirm if pathway exists to portables<br>-Generate as-built submittals for SCUSD record   |
| 1   | Coordination meeting with customer for review of JCI submittals to confirm scope of work   |
| 1   | Site walk with customer after completion to generate punch list  |
| 1   | SCUSD custom sequences<br>-Virus Mode<br>-Smoke Mode<br>-Auto DR<br>-Optimized start/stop<br>-FDD on all economizers taken over by JCI   |
| 1   | Outside air temperature sensor for site  |
| 1   | New SNE1050 in enclosure<br>-Requires IP address provided by SCUSD<br>-Engine will be installed in the middle of the trunk for ease of trunk installation  |
| 6   | Control of package rooftop equipment<br>-New NEMA 3R Enclosure with CGM mounted inside<br>-Interlock to unit terminal strip to command heat, cool, fan<br>-Discharge air temperature<br>-Return air temperature<br>-Compressor Amperage sensor<br>-Fan amperage sensor<br>-New damper actuator for (e) Outside Air damper with damper feedback<br>-Zone Temperature Sensor – SA Bus<br>-Zone CO2 sensor – SA Bus |
| 9   | Control of BARD Portable Units<br>-New NEMA 3R Enclosure with CGM mounted inside<br>-Interlock to unit terminal strip to command heat, cool, fan<br>-Discharge air temperature<br>-Return air temperature<br>-Compressor Amperage sensor<br>-Fan amperage sensor<br>-New damper actuator for (e) Outside Air damper with damper feedback<br>-Zone Temperature Sensor – SA Bus<br>-Zone CO2 sensor – SA Bus       |

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 Building Efficiency, Branch 110  
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 Tel 916 294-8800 Fax 916 294-8889

DIR: 1000000593  
 CL#: 22445



- 27 Control of Split System Furnace
  - New NEMA 3R Enclosure with CGM mounted inside
  - Interlock to unit terminal strip to command heat, cool, fan
  - Discharge air temperature
  - Return air temperature
  - Compressor Amperage sensor
  - Fan amperage sensor
  - New damper actuator for (e) Outside Air damper with damper feedback
  - Zone Temperature Sensor – SA Bus
  - Zone CO2 sensor – SA Bus
  
- 1 Loytech Zones for Portables
  - Loytech BACnet MS/TP to IP converter
  - NEMA 1 Can with Key Lock and perf liner
  - Plug in power supply (requires JCI utilizing a single gang socket to power device)

| <u>Summary</u>            | <u>Sourcewell Cost</u> |                   |
|---------------------------|------------------------|-------------------|
| Material                  | \$                     | 91,864.89         |
| JCI Labor                 | \$                     | 66,760.36         |
| Subcontractor Graphics    | \$                     | 1,098.24          |
| Market Value Installer    | \$                     | 153,457.54        |
| Profficiency and Risk     | \$                     | 31,318.10         |
|                           |                        |                   |
|                           |                        |                   |
| <b><u>Grand Total</u></b> | <b>\$</b>              | <b>344,499.13</b> |

**Total Price for ALL Inc 1 Phase 2 Group 1 Sites \$983,526.01**

## Clarifications/Exclusions/Terms and Conditions

### Clarifications:

1. All work outside of the classroom will be done normal hours
  - a. Inclusive of work on roof, work in telecom/electrical rooms, work in exterior hallways.
2. All work inside the classroom will be done off hours
3. During the scope of work – SCUSD will be required to interface to 2 systems to control a site as we incrementally cut over equipment to Metasys
4. Rigid on roof – EMT conduit elsewhere – plenum rated where concealed
5. New pathway in the classroom will be surface mount wire mold – Plastic 2300 mechanically fastened. New back boxes for sensors will be plastic surface mount.
6. JCI will provide NEW WIRE for all devices. JCI will not leverage existing wire, only existing pathway.
7. JCI will Stop Work when we encounter any Asbestos on the site. Asbestos remediation is by others. JCI will not resume work until asbestos has been abated. This is per JCI safety policy.
8. JCI will take over economizer control with a new JCI actuator as feasible. During site engineering, if discovered that spaces are too cramped for a new actuator – JCI will make it known to the district and provide a credit to remove that from the SOW or ADD to perform the mechanical work required to take control of the OA damper.
9. Temperature Sensors to be NSB8BTN141-0 – white, warm cool adjust, no display, no occupancy, no JCI logo
10. Separate CO2 sensors to be NSB8BNC041-0 – white, CO2 only, no display, no JCI logo
11. JCI will provide 120V power insofar as to power network engine only
12. JCI will provide network cable insofar as to connect network engine to the telecom room only
13. Upon further review – a TEC option for the project is more expensive and not recommended. The TEC option requires more after hours work and significantly decreases the amount of pre-commissioning JCI can perform as TEC will not be able to come online prior to step 4. While there is a material savings, the net increase in afterhours labor for TEC installation and commissioning negates and overcomes any material savings. Furthermore, the TEC does not future proof the district for any custom programming they may need in the future and have required in the past.
14. **Priced per Sourcewell (Formerly NJPA) Contract #070121-JHN**
15. Per communication from Mike – all equipment enclosures are NEMA 3R with lockable key, whether indoor or outdoor. This however does NOT apply to the SNE panel or network equipment panels (Loytech) – these will be the JCI standard panels which are NEMA 1. JCI expects most controllers will be installed outdoors on equipment.
16. The counts noted on this proposal is the finite number of units JCI will take control over. If fewer or additional units are discovered during engineering walks – the district that their discretion can add/remove units to the scope via change order.

### Exclusions:

1. Any and all 120V wiring outside of powering the engine
2. Any and all door status or window status monitoring
3. Any and all occupancy sensors – programming occupied standby mode
4. Installing CO2 sensors 5ft from operable doors/windows.
5. Updating any of the controls system to meet current code – JCI's understanding is this is a maintenance project removing and replacing aging/dysfunctional systems with a new Metasys system – Like for Like
6. Professional engineering services to confirm sites comply with current code. JCI does not have stamped PE's on staff and cannot offer this service
7. JCI excludes upgrading/changing/enhancing any existing pathway we may use in our work.





8. Work with 3<sup>rd</sup> party commissioning agents
9. Customer training. SCUSD is an experienced user and we don't not feel any training is required.
10. Mechanical upgrades – JCI excludes doing any mechanical work. All mechanical equipment is assumed to be functioning. This includes repairing dampers, replacing economizers, changing unit controllers, swapping out compressors etc.
11. Taking control of exhaust fans
12. Taking control of kitchen hoods
13. Taking control of mini splits
14. CO2 display in the space
15. Temperature display in the space
16. Relocating CO2 sensors, they will be placed either right next to or right below the (e) temperature sensors.
17. Providing new network or power infrastructure (switches, breakers etc).
18. Indicator light to alert if CO2 in the space is over a certain value

Thank You! As always call with any comments, questions or concerns.

*Quote valid for 30 days*

Zac Dillow

HVAC Systems Sales Engineer – Johnson Controls  
925-719-7785 (mobile)  
Zachary.j.dillow@jci.com

|  |       |
|--|-------|
| <b>CUSTOMER APPROVAL:</b>  |       |
| Total Price:   | _____ |
| Customer Name:   | _____ |
| Company:   | _____ |
| Signature (*)  | _____ |
| Date:  | _____ |
| <small>* By signing this proposal, you agree to purchase the bill of material as described in this proposal document, pursuant to the attached standard terms and conditions and for the Total Price documented on the above line.</small> |       |

## Standard Terms and Conditions

**(1) AGREEMENT AND LIMITATIONS.** This document (the "Agreement") sets forth the terms and conditions of any sale by Seller of the specified product, equipment or services indicated on the reverse side hereof or attachment and is expressly made conditional on the assent of Buyer (hereinafter "Buyer") to these Standard Terms and Conditions. Buyer's acceptance of any part of the product, equipment or services sold or Buyer's instructions to Seller to begin work or to ship any product or equipment after receipt of these Standards Terms and Conditions shall constitute such assent, and a waiver of all terms and conditions in its purchase order or similar document which are different from or additional to those set forth herein. Seller's failure to object to provisions contained in any communication from Buyer shall not be deemed a waiver of these Standard Terms and Conditions. References to "products" or "equipment" herein shall mean the product and equipment to be furnished by Seller as identified on the applicable Seller Quotation. These Standard Terms and Conditions may be modified or rescinded only by a writing signed by authorized representatives of both Seller and Buyer.

**(2) TERMINATION OR MODIFICATION.** Accepted orders may be cancelled or modified by Buyer only with Seller's express written consent. If cancellation or modification is allowed, Buyer agrees to pay to Seller all expenses incurred and damage sustained by Seller on account of such cancellation or modification, plus a reasonable profit.

**(3) PRICE, SHIPMENT, AND PAYMENT.** Prices on accepted orders are firm for a period of 90 days from date of acceptance. Prices for products may be adjusted by Seller, upon notice to Buyer at any time prior to shipment, to reflect any increase in Seller's cost of raw materials (e.g., steel, aluminum) incurred by Seller after issuance of Seller's applicable proposal or quotation. Price and delivery is F.O.B. point of manufacture, unless otherwise provided. Unless otherwise agreed to in writing by Seller, all payments are due net thirty (30) days from the date of invoice. Seller may, at its sole option, have the right to make any delivery under this Agreement payable on a cash or payment guarantee before-shipment basis. In the case of export sales, unless otherwise agreed to in writing by Seller, all payments are to be by means of a confirmed irrevocable letter of credit. Invoicing disputes must be identified in writing within 21 days of the date of invoice. Payments of any disputed amounts are due and payable upon resolution. All other amounts remain due within 30 days. In the event of Buyer's default, the balance of any outstanding amounts will be immediately due and payable. Failure to make payments when due will give Seller, without prejudice to any other right or remedy, the right to: (i) stop performing any services, withhold deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or terminate this Agreement; and (ii) charge Buyer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. Shipments to Buyer with outstanding invoices unpaid after thirty (30) days will be suspended until all overdue invoices are paid or be made on a cash-in-advance basis only, in Seller's sole discretion.

**(4) DEPOSIT.** Buyer agrees to pay a deposit equal to 50% of the sell price (pre-tax) prior to Seller performing work. Seller will generate an invoice for the 50% deposit within three business days after Seller's receipt of a written agreement or order from Buyer. Seller will not commence work until receipt of the deposit.

**(5) TAXES.** All prices exclude federal, harmonized, state/provincial and local use, sales or similar applicable taxes. Such taxes, if applicable, will appear as separate items on the invoice unless Buyer provides a tax exemption certificate that is acceptable to taxing authorities.

**(6) DELIVERY.** The delivery date(s) provided by Seller for the product and equipment is only an estimate and is based upon prompt receipt of all necessary information from Buyer. The delivery date(s) is subject to and shall be extended by delays caused by strikes, fires, accidents, shortages of labor or materials, embargoes, or delays in transportation, compliance with government agency or official requests, or any other similar or dissimilar cause beyond the reasonable control of Seller. FAILURE TO DELIVER WITHIN THE TIME ESTIMATED SHALL NOT BE A MATERIAL BREACH OF CONTRACT ON SELLER'S PART. If Buyer causes Seller to delay shipment or completion of the product or equipment, Seller shall be entitled to any and all extra cost and expenses resulting from such delay.

**(7) LIMITED WARRANTY.** Seller warrants that the product and equipment furnished by Seller under this Agreement will be of good quality and that the services provided by Seller will be provided in a good and workmanlike manner for a period of twelve (12) months from initial product startup, or eighteen (18) months from product shipment, whichever occurs first (the "Warranty Period") unless such Warranty Period is modified by Seller's proposal. Alongside this limited warranty, for all new York™ air or water-cooled chillers and/or Metasys™ building automation systems installed in the US and Canada and sold through Seller owned and operated branches, Seller also provides a Year One Service Agreement for such equipment, the scope, limitations, terms and conditions of which are at <https://www.johnsoncontrols.com/yearoneservice> (collectively, "Year One Service"). Seller will not provide a credit against purchase price if offered Year One Service is declined. No warranty is provided for third-party products and equipment installed or furnished by Seller. Such products and equipment are provided with the third-party manufacturer's warranty to the extent available, and Seller will transfer the benefits together with all limitations of that manufacturer's warranty to Buyer. This warranty does not cover failures caused in whole or in part by (i) improper installation or maintenance performed by anyone other than Seller; (ii) improper use or application; (iii) corrosion; (iv) normal deterioration; (v) operation beyond rated capacity, (vi) the use of replacement parts or lubricants which do not meet or exceed Seller's specifications, or (vii) if Seller's serial numbers or warranty date decals have been removed or altered. To qualify for warranty consideration for products or equipment, at the earlier of the Buyer's discovery of the defect or the time at which the Buyer should have discovered the defect; Buyer must immediately notify Seller in writing for instructions on warranty procedures. Seller's sole obligation for defective services shall be to repair or to replace defective parts or to properly redo defective services. All replaced equipment becomes Seller's property. **THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHICH ARE HEREBY DISCLAIMED. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** Seller makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity or will detect the presence of, or eliminate, treat, or mitigate the spread, transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

**(8) INDEMNIFICATION, REMEDIES AND LIMITATIONS OF LIABILITY.** In addition to Paragraph 8 below regarding patents, Buyer agrees that Seller shall be responsible only for such injury, loss, or damage caused by the intentional misconduct or the negligent act or omission of Seller. In the event Buyer claims Seller has breached any of its obligations under the Agreement, whether of warranty or otherwise, Seller may request the return of the goods and tender to Buyer the purchase price theretofore paid by Buyer, and in such event, Seller shall have no further obligation under the Agreement except to refund such purchase price upon redelivery of the goods. If Seller so requests the return of the goods, the goods shall be redelivered to Seller in accordance with Seller's instructions and at Seller's expense. The remedies contained in these Standard Terms and Conditions shall constitute the sole recourse of Buyer against Seller for breach of any of Seller's obligations under the Agreement, whether of warranty or otherwise. **To the maximum extent permitted by law, in no event shall Seller and its affiliates and their respective personnel, suppliers and vendors ("JCI Parties") be liable to Buyer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any: (a) special, indirect, incidental, punitive, or consequential damages; (b) lost profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. In any case, the entire aggregate liability of the JCI Parties under this Agreement for all damages, losses and causes of action, whether in contract, tort (including negligence), or otherwise shall be limited to the purchase price paid by Buyer hereunder.**

**(9) PATENTS.** Seller shall defend, or at its option settle, any action against Buyer brought by a third party to the extent that the action is based upon a claim that the products or equipment provided under the Agreement in the United States infringes any U.S. patents or copyrights 9or in Canada infringes on any Canadian patents or copyrights), or misappropriates any trade secrets of a third party ("Claim"), provided that: (i) Buyer gives Seller prompt written notice of any such Claim, (ii) Buyer gives Seller full authority to defend or settle any such Claim, and (iii) Buyer gives Seller proper and full information and assistance, at Seller's expense (except for Buyer's employees' time) to defend or settle any such Claim. Seller will pay those costs and damages finally awarded against Buyer in the action that are specifically attributable to the claim or those costs and damages agreed to in a monetary settlement of the action. **THE FOREGOING IS IN LIEU OF ANY WARRANTIES OF NON-INFRINGEMENT, WHICH ARE HEREBY DISCLAIMED.** The foregoing obligation of Seller does not apply with respect to products or equipment or portions or components thereof (a) not supplied by Seller, (b) made in whole or in part in accordance to Buyer or owner specifications, (c) which are modified after shipment by Seller, if the alleged infringement related to such modification, (d) combined with other products, processes or materials where the alleged infringement relates to such combination, (e) where Buyer continues allegedly infringing activity after being notified thereof and/or after being informed of modifications that would have avoided the alleged infringement without significant loss of performance or functionality, or (f) where Buyer's use of the product or equipment is incident to an infringement not resulting primarily from the product or equipment; Buyer will indemnify Seller and its officers, directors, agents, and employees from all damages, settlements, attorneys' fees and expenses related to a claim of infringement, misappropriation, defamation, violation of rights of publicity or privacy excluded from Seller's indemnity obligation herein.

**(10) GOVERNING LAW.** For any goods or work performed in the U.S., the formation and performance of the Agreement shall be governed by the laws of the State of Wisconsin, U.S.A. For any goods or work performed in Canada, the Agreement shall be governed by the laws of Ontario. Other than claims for unpaid contract amounts by Seller, any action for breach of the Agreement or any covenant or warranty must be commenced within one year after the cause of action has accrued unless such provision is not permitted by applicable law.

**(11) DISPUTE RESOLUTION.** Seller shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. The venue for any such arbitration shall be in Milwaukee, Wisconsin for U.S. sales, and Toronto, Ontario for Canadian sales. The arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. In the event the matter is submitted to a court, Seller and Buyer hereby agree to waive their right to trial by jury and covenant that neither of them will request trial by jury in any such litigation. Buyer will pay all of Seller's reasonable collection costs (including legal fees and expenses).

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DIR: 100000593  
CL#: 22445



**(12) SOFTWARE AND DIGITAL SERVICES.** Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Seller's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Seller and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

**(13) PRIVACY. Seller as Processor:** Where Seller factually acts as Processor of Personal Data on behalf of Buyer (as such terms are defined in the DPA) the terms at [www.johnsoncontrols.com/dpa](http://www.johnsoncontrols.com/dpa) ("DPA") shall apply. **Seller as Controller:** Seller will collect, process and transfer certain personal data of Buyer and its personnel related to the business relationship between it and Buyer (for example names, email addresses, telephone numbers) as controller and in accordance with Seller's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Buyer acknowledges Seller's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Buyer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Seller is mandatorily required from Buyer's personnel under applicable law, Buyer warrants and represents that it has obtained such consent.

**(14) CONNECTED EQUIPMENT SERVICES.** Certain equipment sold hereunder includes by default Seller's Connected Equipment Services. Connected Equipment Services is a data-analytics and monitoring Software platform that uses a cellular or network connection to gather equipment performance data to assist Seller in advising Buyer on (and Buyer in better understanding) such equipment's health, performance or potential malfunction. **If Buyer's equipment includes Connected Equipment Services, such services will be on by default and the remote connection will continue to connect to Buyer's Equipment through the full equipment lifecycle, unless Buyer specifically requests in writing that Seller disable the remote connection or Seller discontinues or removes such remote connection.** For more information on whether your particular equipment includes Connected Equipment Services, a subscription to such services and the cost, if any, of such subscription, please see your applicable order, quote, proposal, or purchase documentation or talk to your Seller sales representative. If Buyer's equipment includes Connected Equipment Services, Seller will provide a cellular modem or other gateway device ("Gateway Device") owned by Seller or Buyer will supply a network connection suitable to establish a remote connection with Buyer's applicable equipment to permit Seller to use Connected Equipment Services to perform first-year and extended warranty services as well as other services, including troubleshooting, quarterly health reports, remote diagnostic and monitoring and aftermarket services. For certain subscriptions, Buyer will be able to access equipment information from a mobile or smart device using Connected Equipment Service's mobile or web app. Any Gateway Devices provided hereunder shall remain Seller's property, and Seller may upon reasonable notice access and remove such Gateway Device and discontinue services in accordance with the Software Terms. If Buyer does not permit Seller to connect via a connection validated by Seller for the equipment or the connection is disconnected by Buyer, and a service representative must therefore be dispatched to the Buyer site, then the Buyer will pay Seller at Seller's then-current standard applicable contract regular time and/or overtime rate for services performed by the service representative. Seller disclaims any obligation to advise Buyer of any possible equipment error or malfunction. **Buyer acknowledges that, while Connected Equipment Services generally improve equipment performance and services, Connected Equipment Services does not prevent all potential malfunction, insure against all loss or guarantee a certain level of performance and that Seller shall not be responsible for any injury, loss, or damage caused by any act or omission of Seller related to or arising from the monitoring of the equipment under Connected Equipment Services.**

**(15) MISCELLANEOUS**

**(a) CHANGES OF CONSTRUCTION AND DESIGN:** Seller reserves the right to change or revise the construction and design of the products or equipment purchased by Buyer, without liability or obligation to incorporate such changes to products or equipment ordered by Buyer unless specifically agreed upon in writing reasonably in advance of the delivery date for such products or equipment. Buyer agrees to bear the expense of meeting any changes or modifications in the scope of this Agreement or in local code requirements which become effective after Seller has accepted Buyer's order.

**(b) CHARACTER OF PRODUCT AND SECURITY INTEREST:** The goods delivered by Seller under the terms of the Agreement shall remain personal property and retain its character as such no matter in what manner affixed or attached to any structure or property. Buyer grants Seller a security interest in said goods, any replacement parts and any proceeds thereof until all sums due Seller have been paid to it in cash. This security interest shall secure all indebtedness or obligations of whatsoever nature now or hereafter owing Buyer to Seller. Buyer shall pay all expenses of any nature whatsoever incurred by Seller in connection with said security interest. Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall be subject to the mechanics lien legislation applicable to the location where the work will be performed.

**(c) INSURANCE:** Buyer agrees to insure the goods delivered under the Agreement in an amount at least equal to the purchase price against loss or damage from fire, wind, water or other causes. The insurance policies are to be made payable to Seller and Buyer in accordance with their respective interests, and when issued are to be delivered to Seller and held by it. Failure to take out and maintain such insurance shall entitle Seller to declare the entire purchase price to be immediately due and payable and shall also entitle Seller to recover possession of said goods.

**(d) INSTALLATION:** If installation by the Seller is included within the Seller's Quotation, Buyer shall provide all of the following at its own expense and at all times pertinent to the installation: i) free, dry, and reasonable access to Buyer's premises; and ii) proper foundations, lighting, power, water and storage facilities reasonably required. If any change in the scope of this Agreement or schedule for performance is ordered or directed by the Buyer (or any other party to the installation other than Seller) or any Force Majeure Event causes an increase in the cost or time required for Seller's performance of the work, Buyer shall make an upward equitable adjustment in the contract price or time of performance or both. Seller's additional costs, plus reasonable overhead and profit, shall be paid in full no later than 30 days from completion of such work.

**(e) COMPLIANCE WITH LAWS:** Seller's obligations are subject to the export administration and control laws and regulations of the United States and Canada. Buyer shall comply fully with such applicable laws and regulation in the export, resale or disposition of purchased products or equipment. Quotations or proposals made, and any orders accepted by Seller from a Buyer outside the United States or Canada are with the understanding that the ultimate destination of the products or equipment is the country indicated therein. Diversion of the products or equipment to any other destination contrary to the United States or Canada, as applicable, is prohibited. Accordingly, if the foregoing understanding is incorrect, or if Buyer intends to divert the products or equipment to any other destination, Buyer shall immediately inform Seller of the correct ultimate destination.

**(f) BUYER RESPONSIBILITIES:** Buyer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Seller secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Buyer and/or end user against unauthorized access. Buyer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

**(g) FORCE MAJEURE:** Seller shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Seller to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Seller, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Seller. If Seller's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Seller shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Seller is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Seller will be entitled to extend the relevant completion date by the amount of time that Seller was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Seller's cost to perform the services, Buyer is obligated to reimburse Seller for such increased costs, including, without limitation, costs incurred by Seller for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Seller in connection with the Force Majeure Event.

**(h) ONE-YEAR CLAIMS LIMITATION:** No claim or cause of action, whether known or unknown, shall be brought against Seller more than one year after the claim first arose. Except as provided for herein, Seller's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

T&C Version: 3/31/2021

**Memorandum of Understanding Between Johnson Controls Inc. and Sacramento City Unified School District – February 28, 2022**

This Memorandum of Understanding (“MOU”) is entered into by Sacramento City Unified School District and Johnson Controls, Inc. (collectively, “the Parties”) as of the date of full execution of the MOU (the “Effective Date”).

1. On or around December 10, 2020, Johnson Controls, Inc. (“JCI”) and Sacramento City Unified School District (“SCUSD”) executed an agreement referencing PO Number P21-01319 (the “Agreement”) whereby JCI agreed to sell and SCUSD agreed to purchase 6000 V-Pac Self-Contained Portable Air Purification Units with UV-C Bulbs (“V-Pacs”), including lamp and filter replacement parts, manufactured by UltraViolet Devices, Inc. (“UVDI”), for use in the school district’s classrooms. The total purchase price, including freight and tax, was \$6,148,125.00.
2. SCUSD financed the V-Pac transaction with relief funding received under the American Rescue Plan (“ARP”). The ARP relief funding was designed to facilitate the SCUSD’s efforts to mitigate the spread of COVID in the classrooms, and to implement appropriate indoor air quality improvements that foster healthy learning and working environments for students and staff.
3. Due to the nature of the order, the Agreement provided that “[o]nce the order is placed at the factory, it cannot be cancelled for any reason.”
4. The Agreement required SCUSD to make a 20% down payment, including tax, of \$1,207,125.00. SCUSD made this payment on December 21, 2020. Between March and May 2021, SCUSD made 3 additional payments totaling \$2,417,227.59.
5. The total amount SCUSD has paid JCI under the Agreement to date is \$3,624,352.59. \$2,523,772.41 of the \$6,148,125.00 purchase price currently remains unpaid.
6. Of the 6,000 V-Pacs purchased by SCUSD under the Agreement, 4,993 were shipped and delivered to SCUSD. However, in May 2021, prior to the shipment of the remaining V-Pacs, SCUSD requested and JCI agreed to halt further shipments due to outstanding questions concerning the value and efficacy of the V-Pacs for classroom use.
7. Given the longstanding partnership between JCI and SCUSD, the Parties worked together to overcome the challenges involved with SCUSD’s implementation of portable air purification technology for its classrooms and find a creative solution to avoid any dispute under the Agreement.
8. The crux of the solution permits SCUSD to return the units without contractual penalty and to repurpose the ARP relief funding on similarly qualifying projects and uses, while at the same time compensating JCI for the substantial negative financial impact JCI will incur downstream in returning all of the V-Pacs to UVDI.



9. Therefore, upon signature of this Memorandum of Understanding (“MOU”), the Parties agree as follows:
- A. JCI will furnish to SCUSD a Credit Memo that provides SCUSD with a credit on its account in the amount of \$3,624,352.59 (“V-Pac Credit”). The terms of the credit memo will entitle SCUSD to apply this amount toward accounts payable to JCI with respect to future healthy building and/or pandemic-related improvements to SCUSD buildings provided by JCI. Such improvements may include, but are not limited to:
    - i. HVAC/Rooftop Unit retrofits and replacements, Economizer upgrade and installations, Metasys upgrades and migrations, installations of classroom CO2 sensors and temperature control devices, UL Safe Trace Audits (IAQ, ventilation verification, and infection control for K-12 school), mechanical services to upgrade and/or retrofit ageing equipment, and/or other healthy-building related projects, including design services of such systems.
    - ii. The cost for such improvements, including but not limited to markup on any subcontract labor, will be consistent with any state or national purchasing agreement, or other public agency agreement JCI is a signatory to, such as Sourcewell (formerly NJPA) contracts and subject to review and approval by SCUSD staff (JCI to provide “open book” pricing for staff review).
  - B. The redemption period for the V-Pac Credit (\$3,624,352.59) will be by September 30, 2022. If the V-Pac Credit is not utilized in full within the redemption period, then JCI’s release of SCUSD is void and JCI may enforce the non-cancellation provision of the Agreement and seek restocking and other downstream costs from SCUSD. For purposes of this section, the definition of “utilized in full” during the redemption period shall refer to the issuance of a new purchase order by SCUSD accepted in writing by JCI or other provision of written assurance agreed to in writing by both parties for any future healthy building and/or pandemic-related improvements described above and shall not be interpreted to require the actual completion of the new project(s) by the redemption date.
  - C. SCUSD agrees to reach an agreement with JCI in writing in which SCUSD shall commit to spending the remaining balance under the original Agreement of \$2,523,772.41 (“V-Pac Balance”) with JCI in connection with one or more future healthy building and/or pandemic-related improvements by September 30, 2022. For any such Projects, SCUSD shall be invoiced by JCI as specified under the original Agreement.
  - D. All future purchases by SCUSD from JCI under the MOU shall be subject to JCI Standard Terms and Conditions.

- E. In exchange for these terms, JCI will not enforce the non-cancellation and modification provisions of the Agreement.
- F. **Instead, JCI will coordinate** UVDI's pick-up of all V-Pacs in SCUSD's possession and the return of all such units to UVDI, at no cost to SCUSD, no later than 30 days following execution of the MOU unless extended by mutual agreement in writing
- G. Subject to SCUSD's timely redemption of the V-Pac Credit and written commitment to spend the V-Pac Balance as set forth in Sections 9.B and 9.C above, no contractual penalty will be applied in connection with SCUSD's return of the units under the Agreement.
- H. Subject to performance of the terms and conditions stated above, the Parties agree to release all claims and causes of action, whether now known or unknown, which the parties have, or might have or could have asserted, against the other, its officials, employees, insurers, Board Members, attorneys, representatives, agents, vendors, or parties otherwise associated with the Agreement or the V-Pacs. For the avoidance of doubt, the release of liability extended by SCUSD to JCI extends and applies to UVDI.
- I. Each party will be responsible for its own legal fees and costs.
- J. The execution of this MOU shall not operate as an admission of liability by either party with respect to the Agreement or the V-Pacs.
- K. Except as otherwise agreed to by the Parties or required by law, including obligations arising under the California Public Records Act (Government Code section 6250 et seq.) and the Ralph M. Brown Act (Government Code section 54950 et seq.), the Parties and their attorneys agree to keep this MOU confidential.
- L. Each side agrees they will not publicly criticize, disparage, call into disrepute or otherwise defame the other with respect to the Agreement, the V-Pacs, and this MOU. The parties will further agree to a joint statement that indicate we are maintaining our long-standing business relationship and will continue to work on solutions that are beneficial to SCUSD's students, staff and community.

SIGNATURES:

  
 \_\_\_\_\_  
 Johnson Controls Inc.

2/28/22  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Sacramento City Unified School District

2/25/22  
 \_\_\_\_\_  
 Date

| SCUSD / HVAC / Sites 10-23 |      |                     |                        | Funding source    | Funding source  |                 |      |
|----------------------------|------|---------------------|------------------------|-------------------|-----------------|-----------------|------|
| SCUSD ID                   | ID # |                     | Total site cost        | MOU Credit        | ESSER           | PO \$           | PO # |
|                            |      |                     | \$7,753,883.71         | \$3,624,352.59    |                 |                 |      |
| 0004-463                   | 10   | Alice Binery        | \$ 285,368.69          | \$ 285,368.69     | \$ -            | \$ -            |      |
| 0108-463                   | 11   | Ethel Baker         | \$ 353,658.18          | \$ 353,658.18     | \$ -            | \$ -            |      |
| 0110-463                   | 12   | Ethel Phillips      | \$ 344,499.13          | \$ 344,499.13     | \$ -            | \$ -            |      |
| 0354-463                   | 13   | Suttersville        | \$ 306,364.10          | \$ 306,364.10     | \$ -            | \$ -            |      |
| 0390-463                   | 14   | Woodbine            | \$ 307,705.57          | \$ 307,705.57     | \$ -            | \$ -            |      |
| 0183-463                   | 15   | New Joseph Bonnheim | \$ 297,605.68          | \$ 297,605.68     | \$ -            | \$ -            |      |
| 0269-463                   | 16   | Pacific             | \$ 440,072.69          | \$ 440,072.69     | \$ -            | \$ -            |      |
| 0272-463                   | 17   | Parkway             | \$ 338,438.60          | \$ 338,438.60     | \$ -            | \$ -            |      |
| 0229-463                   | 18   | Success Acadamy     | \$ 290,775.09          | \$ 290,775.09     | \$ -            | \$ -            |      |
| 0117-463                   | 19   | Fr. Ketih B Kenn    | \$ 189,734.28          | \$ 189,734.28     | \$ -            | \$ -            |      |
| 0571-463                   | 20   | Cap Cit             | \$ 191,699.76          | \$ 191,699.76     | \$ -            | \$ -            |      |
| 0520-463                   | 21   | Hiram Johnson HS    | \$ 1,319,695.95        | \$ 278,430.81     | \$ 1,041,265.14 | \$ 1,041,265.14 |      |
| 0525-463                   | 22   | JFK HS              | \$ 1,335,524.72        | \$ -              | \$ 1,335,524.72 | \$ 1,335,524.72 |      |
| 0530-463                   | 23   | Luther Burbank      | \$ 1,752,741.27        | \$ -              | \$ 1,752,741.27 | \$ 1,752,741.27 |      |
|                            |      |                     | \$ 7,753,883.71        | \$ 3,624,352.59   | \$ 4,129,531.13 | \$ 4,129,531.13 |      |
|                            |      |                     | <b>Total site cost</b> | <b>MOU Credit</b> | <b>ESSER</b>    | <b>PO \$</b>    |      |



**Solicitation Number: RFP #070121****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Johnson Controls, Inc., 5757 North Green Bay Avenue, Milwaukee, WI 53209 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for HVAC Systems and Related Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

**1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires August 12, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.



Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship for a period of one year for Equipment and Products and ninety days for Services. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Supplier will provide its standard proposal terms and conditions with specific scope for all task orders under this Contract. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## **7. CUSTOMER SERVICE**

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

#### **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

#### **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the

circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

### **11. INDEMNITY AND HOLD HARMLESS**

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, to the extent resulting from negligence or willful misconduct in the performance of this Contract by the Supplier or its agents or employees for third-party injury or death to person(s) or property or caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Supplier will not be liable for indirect or consequential damages. Vendor's liability to Sourcewell arising out of this Contract, with the exception of Supplier's indemnification obligations under this Section, shall not exceed amounts paid or payable under this Contract. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

### **12. GOVERNMENT DATA PRACTICES**

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

### **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

#### **A. INTELLECTUAL PROPERTY**

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.



- b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
- a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws. Supplier shall have the right, at its option, to: i) make the Equipment or Products non-infringing, ii) replace the infringing Equipment or Products; or (iii) on return of the Equipment or Products by Sourcewell or the Participating Entity, Supplier will refund the amounts actually paid by Sourcewell or the Participating Entity for the infringing Equipment or Products, less depreciation over a three (3) year period. Liability for infringement under this Section excludes: (i) misuse or modification of the product by Sourcewell or the Participating Entity or its employees, agents or downstream customers, (ii) use of the product or work in combination with other materials, goods, products, or services for which the product was not intended to be used (as demonstrated by Supplier's applicable product literature), (iii) failure of Sourcewell or the Participating Entity to implement any update provided by Supplier that would have prevented the claim, (iv) work that Supplier made to Sourcewell's or the Participating Entity's specifications or designs, (v) product that is not manufactured by Supplier, and (iv) claims with respect to third party hardware or software.
5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.



6. *Digital & Intellectual Property.* Use, implementation, and deployment of software and hosted software products proprietary to Supplier (“Software”) shall be subject to, and governed by, Supplier’s standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the “Software Terms”). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Supplier and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Supplier shall retain all right, title and interest in any (a) work provided to Sourcewell and any Participating Entities, including without limitation, all software source and object code, documentation, technical information or data, specifications and designs and any changes, improvements or modifications thereto (“Deliverables”), and (b) Know-How (defined below) employed by Supplier in the creation of the Deliverables or performance of the associated work, whether known to Supplier prior to, or developed or discovered or acquired in connection with, the performance of its obligations under this Contract. Ownership of all Deliverables and Know-How shall vest solely in Supplier and no Deliverables shall be deemed “works made for hire.” Without limiting the generality of the foregoing, ownership of all source files used in the course of performing all associated work shall remain the exclusive property of Supplier. For purposes of this Contract, “Know-How” means any know-how, processes, techniques, concepts, methodologies, tools, analytical approaches, database models and designs, discoveries, and ideas furnished, produced by, developed, or used by Supplier in the creation or provision of the Deliverables or in the performance of the Services, Products or Equipment, and any changes, improvements, or modifications thereto or derivatives thereof. Additional terms and conditions or other required transaction documentation related to Software Terms may be addressed directly between a Participating Entity and Supplier depending upon the Software or offering, including any applicable terms and conditions related to any Software subscriptions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

#### **15. FORCE MAJEURE**

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

#### **16. SEVERABILITY**

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

#### **17. PERFORMANCE, DEFAULT, AND REMEDIES**

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## **18. INSURANCE**

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or

“work” performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

## **21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 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 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 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. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.



C. 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 C.F.R. § 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. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 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 C.F.R. § 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. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require 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). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 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 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 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. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must 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. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must 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.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation



and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

**22. CANCELLATION**

Sourcwell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcwell

Johnson Controls, Inc.

DocuSigned by:  
*Jeremy Schwartz*  
C0FD2A139D06489...

DocuSigned by:  
*Jeremy L Rainwater*  
DD49E8F7B6E24C5...

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

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

Jeremy Schwartz

Jeremy L. Rainwater

Title: Chief Procurement Officer

Title: VP & GM HVAC and Controls North America

10/7/2021 | 8:54 PM CDT

10/14/2021 | 5:51 PM CDT

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved:

DocuSigned by:  
*Chad Coquette*  
7E42B8F817A64CC...

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

Chad Coquette

Title: Executive Director/CEO

10/14/2021 | 5:53 PM CDT

Date: \_\_\_\_\_

# RFP 070121 - HVAC Systems and Related Services

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## Vendor Details

Company Name: Johnson Controls, Inc.  
Does your company conduct business under any other name? If yes, please state: MD  
Address: PO Box 246  
Chesapeake City, Maryland 21915  
Contact: Tom Staves  
Email: thomas.staves@jci.com  
Phone: 443-676-8813  
Fax: 443-676-8813  
HST#: 39-0380010

## Submission Details

Created On: Thursday June 03, 2021 10:17:10  
Submitted On: Thursday July 01, 2021 10:19:53  
Submitted By: Tom Staves  
Email: thomas.staves@jci.com  
Transaction #: 3a12fdca-b2a1-4826-b500-969a9b2c8b16  
Submitter's IP Address: 104.129.195.1

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**Specifications****Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

| Line Item | Question   | Response *  |
|-----------|--|---|
| 1         | Proposer Legal Name (one legal entity only):   | Johnson Controls Inc.   |
| 2         | Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.  | Johnson Controls Canada, LP<br>Johnson Controls Security Solutions  |
| 3         | Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.   | Johnson Controls does not have any applicable assumed names.<br>Johnson Controls, Inc. has previously operated under two (2) former names:<br>1. Johnson Service Company from July 10, 1902 to November 11, 1974<br>2. Johnson Electric Service Company from July 31, 1900 to July 10, 1902 |
| 4         | Proposer Physical Address:   | 5757 North Green Bay Avenue Milwaukee, WI 53209   |
| 5         | Proposer website address (or addresses):   | www.JohnsonControls.com   |
| 6         | Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract): | Jeremy L Rainwater, VP & GM HVAC and Controls North America<br>5757 North Green Bay Avenue Milwaukee, WI 53209<br>jeremy.l.rainwater@jci.com<br>414-524-1200  |
| 7         | Proposer's primary contact for this proposal (name, title, address, email address & phone):  | Tom Staves<br>Cooperative Program Manager<br>705 Digital Drive, Suite N, LINTHICUM HEIGHTS, MD 21090-2267<br>Thomas.Staves@JCI.com<br>443-676-8813  |
| 8         | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):   | Andrew Pergande, Director Commercial Optimization<br>5757 North Green Bay Avenue Milwaukee, WI 53209<br>Andrew.Pergande@jci.com<br>414 524 6937   |

**Table 2: Company Information and Financial Strength**

| Line Item | Question | Response * |
|-----------|----------|------------|
|-----------|----------|------------|

|    |   |   |
|----|---|---|
| 9  | Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.  | <p>Johnson Controls is a global diversified technology and multi-industrial leader serving a wide range of clients in more than 150 countries. Our Performance Infrastructure business, which operates independently, and specifically is responsible for the successful delivery of guaranteed savings projects and other alternative funding projects delivers world-class solutions that address our clients' energy and infrastructure needs. Our solutions leverage our experience from thousands of higher education projects across the country matched to the specific requirements and needs of the client and their facilities.</p> <p>Our company has its very roots in the energy efficiency business. In 1883, Warren S. Johnson, a professor at the State Normal School in Whitewater, Wisconsin, received a patent for the electric room thermostat. His invention launched the building control industry. Johnson Controls with over \$30 billion of revenue in 2017, recently Johnson Controls merged with Tyco to become a global leader in building systems, energy storage, and integrated security and fire.</p> <p>Johnson Controls is a pioneer in developing performance contracting as a viable means by which to update facilities and make them more cost-effective to operate. We have implemented more than 3,000 performance contracting agreements – all with guaranteed savings since 1983.</p> <p>Core Values, Business Philosophy Johnson Controls Values:<br/> <b>INTEGRITY FIRST:</b> We promise honesty and transparency. We uphold the highest standards of integrity and honor the commitments we make.<br/> <b>PURPOSE LED:</b> We believe in doing well by doing good and hold ourselves accountable to make the world a better place through the solutions we provide, our engagement in society, the way we do business, and our commitment to protect people and the environment.<br/> <b>CUSTOMER DRIVEN:</b> We win when our customers win. Our long-term strategic relationships provide unique insights and the ability to deliver exceptional customer experiences and solutions.<br/> <b>FUTURE FOCUSED:</b> Our culture of innovation and continuous improvement drives us to solve today's challenges while constantly asking 'what's next.'<br/> <b>ONE TEAM:</b> We are one team, dedicated to working collaboratively together to create purposeful solutions that propel the world forward.</p> <p>Industry Longevity Related To The Requested Equipment:<br/> Johnson Controls paints an impressive picture, with 130+ years of innovation and over four million customers. Johnson Controls is a global diversified technology and multi-industrial leader serving a wide range of customers. Our commitment to sustainability dates back to our roots in 1885, with the invention of the first electric room thermostat. Johnson is committed to helping our customers win and creating greater value for all of our stakeholders through a strategic focus on buildings and energy growth platforms.</p> <p>Products Or Services<br/> Johnson Controls offers best-in-class technologies, products, installation, and service capabilities across building management, fire, security, sensors/controls, HVAC, industrial refrigeration, and energy storage solutions. Our offering includes total support for all fire alarm, fire detection, fire protection, integrated security, HVAC, Building Controls, healthcare communications, and sound/communications needs. Our capabilities include design, engineering development, integration, installation, project management, programming, testing, commissioning, training, warranty support, and post-warranty service. Our Technicians are highly trained and use state-of-the-art test equipment to ensure high-quality results and are trained to perform related repairs, in addition to inspections and responding to emergency maintenance requirements. Our life safety services are "Best-Value" for the following reasons:<br/> - Specialized inspection teams trained to identify and correct problems before they occur, thus preventing costly nuisance alarms and unnecessary downtime.<br/> - Experienced technicians ensure that repairs are done right and promptly. Standardized reporting and documentation.<br/> - Customized service plans to meet any customer's needs.</p> <p>Our organization provides local support from our North American network of over 150 local offices in the United States and Canada. Each office functions as a "one-stop-shop" providing parts, supplies, and equipment specific to each of the clients it serves.</p> |
| 10 | What are your company's expectations in the event of an award?  | Johnson Controls expects to build upon our previous contract 030817-JHN successes. Though we had tremendous adoption by our sales teams, there is still much work that needs to be done to maximize the sales potential including launching Canada. We are looking to add additional personnel to our corporate sales team to manage field training, business development, and direct sales. An annual budget has been submitted to assist in the development of additional collateral and E-marketing campaigns and plans to attend local/ regional trade shows to promote our participation in the program.   |
| 11 | Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.  | Johnson Controls Inc is a wholly-owned indirect subsidiary of Johnson Controls International plc, a publicly owned company listed on the New York Stock Exchange (ticker: JCI). As a wholly-owned subsidiary, Johnson Controls Inc's financial results are consolidated in the financial statements of Johnson Controls International plc. In Fiscal Year 2020, Johnson Controls saw net revenue of \$22.3 billion with positive cashflow. Johnson Controls enjoys a strong balance sheet with \$10 billion in assets against \$8.2 billion in total liabilities. Total shareholders' equity was \$17.4 billion for FY 2020. We have provided the Johnson Controls 2020 Annual Report, credit and bond ratings, letters of credit, and detailed reference letters   |
| 12 | What is your US market share for the solutions that you are proposing?  | <p>Johnson Controls does not divulge market share for equipment categories, however, we can report on our North American market share for the following services:</p> <ul style="list-style-type: none"> <li>- Energy Saving Performance Contracting: 14%</li> <li>- P3: 36%</li> <li>- Service and Maintenance: 3%</li> </ul> <p>These values include both the US and Canada.</p>  |
| 13 | What is your Canadian market share for the solutions that you are proposing?  | See answer to question 12.  |
| 14 | Has your business ever petitioned for bankruptcy protection? If so, explain in detail.  | Johnson Controls has never petitioned for bankruptcy protection.  |
| 15 | <p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p> | B) Johnson Controls is a manufacturer and service provider with an extensive network of sales and service branches that are 100% company-owned. The branch network provides equipment, installation, and service for HVAC, security, fire, and Performance Contracting (PC) needs.  |

|    |   |   |
|----|---|---|
| 16 | If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP. | <p>When selecting a company to provide HVAC systems and service, you want to choose a proven contractor that is responsible, experienced, and has employees with the expertise and knowledge to work efficiently and help you make the best choices for your facilities.</p> <p>In addition to professional licenses in all 50 states and 10 Canadian Provinces, our team members hold licenses, certifications, and accreditations by various professional organizations. Professional certification or accreditation indicates a certain proven amount of knowledge and experience in a particular subject area.</p> <p>To earn many of these credentials (e.g., LEED Accredited Professional), applicants are required to have experience in the field as well as pass a comprehensive examination administered by a third party. By regularly maintaining their certifications, our employees ensure they continue their education and keep pace with industry trends and standards.</p> <p>Please see the "Johnson Controls Certification Table" uploaded as a separate file. This table identifies just a few of the professional certifications held by Johnson Controls team members, relevant to HVAC equipment and services and energy efficiency projects. Beyond the dedicated resources for a project, our team can seek additional support from a variety of certified professionals at the regional and national level, as represented here.</p> |
| 17 | Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.  | Johnson Controls has been in business for well over 100 years and operates from about 120 offices in all North America. To the best of our knowledge and information, neither company, as a corporate entity, nor any of its branch or satellite offices have been suspended or debarred by any federal, state, provincial, or municipal public agency.   |

**Table 3: Industry Recognition & Marketplace Success**

| Line Item | Question | Response * |
|-----------|----------|------------|
|-----------|----------|------------|

|    |   |  |
|----|---|--|
| 18 | Describe any relevant industry awards or recognition that your company has received in the past five years  | <p>Our organization participates in a wide range of activities and has been recognized in several unique areas. The following information highlights some key examples.</p> <p><b>SUSTAINABILITY AND CORPORATE SOCIAL RESPONSIBILITY</b><br/>                 2019 World's Most Ethical Company<br/>                 12 selections since 2007 (March 2020, selected for the 13th time) Ethisphere Magazine<br/>                 100 Best Corporate Citizens, 2019<br/>                 Transparency and social responsibility, since 2006<br/>                 Corporate Responsibility Magazine<br/>                 2019 Best Corporate Citizens<br/>                 Community involvement, environmental impact, and fair employee treatment.<br/>                 Forbes Magazine<br/>                 Change the World, 2018<br/>                 Companies that are doing well by doing good<br/>                 Fortune Magazine<br/>                 AAA Rating<br/>                 Environmental, social, and governance MSCI Socially Responsible Indices Carbon Clean 200<br/>                 Biggest public companies ranked by green energy revenues<br/>                 Corporate Knights and As You Sow<br/>                 Energy Star Most Efficient 2020 Most efficient products<br/>                 Energy Star<br/>                 Environmental Leader Project of the Year<br/>                 For partnership with The University of Hawai'i (UH) Maui College Environmental Leader and Energy Manager Today<br/>                 Top Project Judges' Choice Award for its impressive strides in sustainability and renewable energy<br/>                 Environmental Leader and Energy Manager Today<br/>                 Environment + Energy Leader 100<br/>                 Terrill Laughton, VP, and GM of Energy Optimization and Connected Equipment Environmental Leader and Energy Manager Today</p> <p><b>INNOVATION</b><br/>                 Johnson Controls Top 100 Global Innovators, 5-time winner<br/>                 Most innovative corporations and institutions in the world, 2016, 2017, 2019, 2019,2020<br/>                 Clarivate Analytics<br/>                 Overall IoT Company of the Year, 2020<br/>                 Top companies, technologies, and products in the global Internet of Things (IoT) market<br/>                 IoT Breakthrough<br/>                 Most Intelligent Building – Corporate Headquarters (Bee'ah's new headquarters in the UAE)<br/>                 Optimize energy efficiency, make the best use of available space and help the building's occupants be more productive<br/>                 Digie Award</p> <p><b>QUALITY / PRODUCTS</b><br/>                 Our organization participates in a wide range of activities and has been recognized in several unique areas. The following information highlights some key examples.<br/>                 Humanitarian Award, 2019<br/>                 Fire Commissioner's Humanitarian Award<br/>                 Fire Department of the City of New York Foundation Sustainability Product of the Year<br/>                 The YORK® Mission Critical Direct Evaporative Cooling Air Handling Unit in the 2019 Sustainability Awards. The awards honor those who have made sustainability an integral part of their business practice.<br/>                 The Business Intelligence Group<br/>                 Edison Award<br/>                 Environmentally Friendly Solutions sub-category of the Energy and Sustainability award category<br/>                 The Edison Awards annually honor excellence in human-centered design and innovation<br/>                 Five honors in the 2019 Brandon Hall Group Human Capital Management Excellence Awards<br/>                 Innovative learning solutions and sales training programs that help improve the human capital management space, achieve results and provide meaningful careers<br/>                 Brandon Hall Group<br/>                 YORK® YHAU CGN Absorption Chiller – Heater<br/>                 Use of a natural refrigerant (water) that offers zero ozone depletion and global warming potential<br/>                 New Products for Engineers<br/>                 2018 IW Best Plants Winner, Norman OK plant<br/>                 Operational excellence<br/>                 Industry Week<br/>                 Four 2019 World Class Briefing Awards for its excellence in management, planning, customer experience, and measurement<br/>                 Association of Briefing Program Managers<br/>                 Most Intelligent Building – Corporate Headquarters (Bee'ah's new headquarters in the UAE)<br/>                 Optimize energy efficiency, make the best use of available space and help the building's occupants be more productive<br/>                 Digie Award</p> <p><b>WORKFORCE DIVERSITY</b><br/>                 Grady Crosby, vice president of public affairs and chief diversity officer honored with the 2019 Business Champion award<br/>                 Commitment to creating a diverse and inclusive workforce<br/>                 African American Chamber of Commerce<br/>                 Top 50 Employers for Women Engineers, 2019<br/>                 Readers of Woman Engineer were asked to name the employers for whom they would most like to work or that they believe would provide a positive working environment for women<br/>                 Women Engineer<br/>                 50 Best Companies for Diversity Dec. 2018<br/>                 Black Enterprise Magazine Top Employer – China, 2019<br/>                 For exceptional employee conditions, nurturing and developing talent throughout all levels of the organization and striving to optimize its employment practices and to develop its employees<br/>                 Top Employers Institute, China 2019<br/>                 Best of the Best for U.S. Veterans<br/>                 Top Veteran-Friendly Companies<br/>                 U.S. Veteran's Magazine<br/>                 2019 Sustainability Awards and Recognition does not include most recognition bestowed to specific locations and individual employees by organizations around the world for our employees' work to build a sustainable world and does not include sustainability indices to which Johnson Controls was named. This list is representative but not exhaustive of global sustainability honors and awards.</p> |
| 19 | What percentage of your sales are to the governmental sector in the past three years  | 26%  |
| 20 | What percentage of your sales are to the education sector in the past three years   | 18%  |
| 21 | List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years? | NCPA - \$3,865,224<br>TIPS - \$2,281,196<br>NASPO - \$6,036,765<br>OMNIA - \$1,500,000 (1st yr of agreement)   |

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| 22 | List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years? | GSA - 084 190CA \$11,680,149<br>GSA-03FAC 0060P \$5,131,971 |
|----|--|---|

**Table 4: References/Testimonials**

**Line Item 23.** Supply reference information from three customers who are eligible to be Sourcewell participating entities.

| Entity Name *              | Contact Name *  | Phone Number *                                     |
|----------------------------|-----------------|--|
| Brainerd Public Schools    | Earl Wolleat    | 218-454-6906<br>earl.wolleat@isd181.org            |
| Castlewood School District | Dawn Wiersma    | 605-793-2351<br>dawn.wiersma@k12.sd.us             |
| Watertown School District  | Heidi Clausen   | 605-882-6314<br>heidi.clausen@k12.sd.us            |
| Fort Bend County           | Taral Patel     | 281-341-8608<br>taral.patel@fortbendcountytx.gov   |
| Marshall County            | Roger Haugtvedt | 218-745-4951<br>rodger.haugtvedt@co.marshall.mn.us |

**Table 5: Top Five Government or Education Customers**

**Line Item 24.** Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

| Entity Name                                  | Entity Type * | State / Province *             | Scope of Work *  | Size of Transactions *      | Dollar Volume Past Three Years * |
|--|---------------|--------------------------------|--|-----------------------------|----------------------------------|
| Western Regional Integrated Health Authority | Government    | NL - Newfoundland and Labrador | P3, service, controls  | \$322.00 – \$109,274,268.00 | \$109.3M                         |
| Corvias Group - Public Housing               | Government    | Florida - FL                   | Work for this entity took place in multiple states. Performance Contracting infrastructure improvements    | \$61,531 – \$43,968,914     | \$97M                            |
| CUNY - The City University of New York       | Education     | New York - NY                  | Service, Chiller plant upgrade, hot water BMS extension, security cameras, various infrastructure upgrades | \$5,620 – \$24,724,109      | \$35.9M                          |
| City of Toledo                               | Government    | Ohio - OH                      | Performance Contract, various HVAC upgrades, automated meters, controls, service                           | \$334 - \$75,390,135        | \$75.9M                          |
| School District of Philadelphia              | Education     | Pennsylvania - PA              | Performance Contract, fire alarm, controls, various mechanical HVAC equipment upgrades                     | \$3,986 - \$24,000,000      | \$64.4M                          |



**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

| Line Item | Question   | Response *  |
|-----------|--|---|
| 25        | Sales force.   | Johnson Controls has 1740 sales personnel in North America working out of more than 160 branch offices. Our sales professionals are full-time employees. Most of the North American employees are full time with less than 1.5% being temporary or part-time.   |
| 26        | Dealer network or other distribution methods.  | Johnson Controls, Inc. does utilize a minimal amount of Agents at strategic locations throughout the USA. These Agents will be required to work through a local branch when using the Sourcewell contract to ensure pricing integrity and contract compliance. For those dealers that eventually want to sell direct, they will be required to go through a training program and a contract modification will be submitted to add them as an approved Dealer/Agent.   |
| 27        | Service force.   | As mentioned previously, we understand the importance of having a local presence in the communities we serve. This is why we have over 4,800 front-line service providers nationwide in over 160 branch locations. These service providers are direct employees of Johnson Controls.  |
| 28        | Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.  | <p>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. In most North American locations, we have the capability to answer emergency calls within two hours of the original call if required by the customer. Once issues are logged via our 24-hour emergency number, a record of the emergency is made for tracking purposes, and a service team member or members will be dispatched to the site of the issue.</p> <p>We also provide next-day service for routine service calls. We guarantee to answer emergency calls within 24 hours of your call and have technicians available 24-hours a day, seven days a week.</p> <p>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.</p> <p>Some very remote locations may be more than 2-hours away from a service branch. In those cases, we may install additional technology to enable us to detect, analyze, and possibly remedy problems remotely. Another option is establishing a connection to our Remote Operations Center who can then detect, report, and fix problems as they occur. In some cases, we have subcontracted with a local firm that can provide service within the 2-hour window.</p> <p>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 systems, 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 the community of a local service provider.</p> <p>The Johnson Controls E-Service tool provides a customer portal where Sourcewell members can access information related to their building(s) and service jobs, including details about service history, service requests, agreements, and invoices. From the main portal page, they can also review news articles and connect directly to various offerings.</p> <p>Our service branches are certified to service a wide range of facility infrastructures including the following:</p> <ul style="list-style-type: none"> <li>Building automation control systems</li> <li>Chiller and refrigeration equipment</li> <li>Boilers and associated heating systems</li> <li>Air handling equipment and large fans</li> <li>Hydronic equipment including pumps and cooling towers</li> <li>Pneumatic air systems (control and process)</li> <li>Fire alarm systems</li> <li>Security and card access control systems</li> <li>Low and high voltage electrical systems</li> <li>Packaged rooftop units and unitary heat/cooling equipment</li> </ul> <p>Maintenance</p> <p>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 a 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.</p> <p>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 is equally important in a successful strategy.</p> <p>Reactive Maintenance<br/>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>Predictive Maintenance<br/>Checking the condition of the equipment as it operates. Equipment conditions, rather than time intervals, determine the need for service.</p> <p>Preventative Maintenance<br/>Scheduling maintenance at specific times offers the first line of defense against failure.</p> <p>Proactive Maintenance<br/>Addresses root causes identified by predictive methods. It isolates and corrects the sources of failure altogether.</p> |
| 29        | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.   | Johnson Controls will support all geographic areas and market sectors of the United States through the proposed contract. We will be offering and promoting an awarded contract to all Sourcewell member segments and verticals through the proposed contract.  |
| 30        | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.  | Johnson Controls frequently provides products and services to customers in Canada, and will gladly support Sourcewell Canadian members. We have successfully managed, engineered, and implemented more than \$550 million in performance contract projects across Canada, which represents over \$600 million in guaranteed savings. We have 20 branch offices located throughout Canada, which enables us to provide HVAC systems and services to all provinces, Yukon Territory, the Northwest Territories, and Nunavut.  |
| 31        | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.   | Johnson Controls can service all geographic areas of the United States and all Sourcewell Member sectors. We have an international presence and an extensive presence in the United States and Canada. We provide HVAC systems and services to all markets and sectors and have entire teams dedicated to State Government, Higher Education, K-12 Schools and Districts, Local Government, Federal Government, Healthcare, and Public Housing.   |
| 32        | Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract? | Johnson Controls, Inc. can service all geographic areas in North America across all entity sectors with no limitations.   |
| 33        | Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.   | Johnson Controls operates offices located in HI, AK, and US Territories. There will not be any additional charges to service customers located within these areas unless they are more than our standard branch response area of 1 hours' travel from the nearest Johnson Controls office.  |

**Table 7: Marketing Plan**

| Line Item | Question   | Response *   |
|-----------|--|--|
| 34        | Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response. | <p>Our proposed Sourcewell marketing plan includes a coordinated effort between Johnson Controls and Sourcewell. We will continue to market the SOURCEWELL program both internally and externally via our corporate websites. Brochures will be dispensed in both hard copy and electronic format. Our team's Cooperative Program Manager, Mr. Tom Staves, will continue to oversee the program. Mr. Staves will be responsible for driving growth. He will be assisted by the following personnel who have also been supporting Sourcewell in the past. The following sales personnel will assist with the training, promotion, and direct sales to SOURCEWELL clients:</p> <p>Ms. Mary Beth Alexander - Business Development Mgr.<br/>                     Ms. Melanie LeClair - Business Development Mgr.<br/>                     Ms. Hayley Nitschke - Marketing</p> <p>The Sourcewell Logo will be added to tradeshow banners and promoted locally and nationally via numerous tradeshows our personnel attends throughout the year. We will continue to promote Sourcewell via our website. We will also distribute a form to clients. The form will be used to request additional information or schedule a meeting with a sales representative.</p>   |
| 35        | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.  | <p>We use a variety of electronic platforms to ensure contract awareness and to continually educate customers on life safety in general. Some current updates that are in process include; having a strong digital component to our advertising program that includes pay-per-click advertising. Online banner advertising, e-newsletters, links to JohnsonControls.com from key websites. We continue to make significant investments in redesigning our website and implementing marketing automation software that integrates with salesforce.com.</p> <ul style="list-style-type: none"> <li>• Update our existing customer database files for known Sourcewell members</li> <li>• Continuous refresh/updates to the Internet (as stated, there will be a dedicated page to Sourcewell)</li> <li>• Conduct Emailer campaigns</li> <li>• We have launched a very successful webinar series "Learn from the Leader" that takes on a new industry-related topic once per quarter. Free for all that attend.</li> <li>• All Sourcewell customers will have access to Service Channel. A dedicated secure portal where inspection reports, will be uploaded, service calls can be placed, and can even check on the time until the technician arrives.</li> <li>• Will promote via newsletter and corporate announcement</li> </ul> |
| 36        | In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?                                | <p>Johnson Controls entities have had tremendous success with our previous Sourcewell awards. As you see we have many of the same customers still with us under Sourcewell and have greatly expanded the program. We continue to make improvements and build upon past successes and learn from our experiences. Affiliated companies including Johnson Controls Security Solutions, Johnson Controls Canada LP, and Tyco Integrated Fire and Security have the benefit of working from procedures that have been established by Johnson Controls Fire Protection.</p> <p>Our team is driven to provide efficient public service through our national contract purchasing solutions and other related programs. We are only able to do this as we work together; to create a unified purchasing alliance that is valued by both Sourcewell Members and contracted suppliers.</p> <p>We understand our sales staff will be responsible for the majority of the marketing responsibilities for this contract. We are positioned to continue to work together to support a wide range of Sourcewell clients.</p>  |
| 37        | Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.            | <p>Most of our products are designed, developed, and integrated to meet specific customer needs. SSNA products and services are purchased primarily through our local branch network.</p>  |

**Table 8: Value-Added Attributes**

| Line Item | Question   | Response *   |
|-----------|--|--|
| 38        | Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply. | <p>By partnering with Johnson Controls, Sourcewell members will have the ability to customize training to meet their needs. Our programs can be comprehensive to increase the self-sufficiency of staff or more focused to develop competencies where needed. We design our training programs in conjunction with our service offerings to protect customer investments while maximizing the efficiency of their operations. Through continuous support and professional development, we align our services with their mission.</p> <p>To create a truly focused learning experience, we carefully customize our training programs to align with your goals and objectives. To help determine what training will be required for your staff, we will work with you through a series of brief interviews and simple tests with representatives from maintenance supervisors, maintenance staff, facilities engineering, and quality control. The program steps include the following:</p> <ul style="list-style-type: none"> <li>Define current maintenance and operating procedures</li> <li>Define required maintenance and operating procedures required for new equipment</li> <li>Review training options with plant engineering and maintenance</li> <li>Determine and organize training programs, based on need and skill level, for functional groups within the facility (supervisors, maintenance staff, custodial, etc.)</li> <li>Perform training with each group using a mix of theory, hands-on practice, and maintenance manual application</li> <li>Record each session for future use by staff</li> <li>On a regular basis, repeat and redesign new needs and re-establish competency on old ones</li> </ul> <p>Johnson Controls Institute<br/>                     Professional instructors with industry experience, state-of-the-art equipment, and hands-on lab activities are hallmarks of the Johnson Controls Training Institute experience. The Institute has been widely regarded as one of the best educational sources in the building environments industry since its establishment in 1947. Each year, more than 4,000 clients and employees attend courses at our institute.</p> <p>Training is available on-site or at one of our many training centers across the U.S. On-site training features hands-on training on your own equipment. For a listing of courses, please visit our website at <a href="http://www.johnsoncontrols.com">www.johnsoncontrols.com</a>.</p> <p>Packaged Training Programs<br/>                     We realize that off-site classroom instruction is not always practical. For that reason, the Institute produces several packaged training programs to assist our clients. Convenient and effective in-house training is possible through a variety of instructional videotapes, sound/slide, and computer-based training programs produced by the Institute.</p> <p>The computer-based training programs use the power and flexibility of the computer to deliver an interactive learning experience. Interacting one-on-one with the computer, the student can gain a better working knowledge of HVAC systems, energy management concepts, and facilities management system operation. The student can review each modular lesson after the initial learning experience to refresh skills as needed.</p> <p>Branch and On-Site Instruction<br/>                     Because branch training can provide a more convenient and cost-effective alternative to our standard Institute locations, we have converted many of our more popular courses to branch training programs. We can also conduct select courses using remote seminars that allow group training of the client's facilities, systems, and equipment. On-staff Johnson Controls Institute instructors teach the remote seminars at client sites, our offices, or another convenient location depending on the needs of the client group. We use portable equipment simulators that enable employees to practice without jeopardizing building operations.</p> <p>Another option for on-site instruction is on-the-job training, which allows our engineers, technicians, and mechanics to provide instruction at your facilities. This training is excellent for practical and productive learning. Materials include course handbooks, on-site laboratory sessions, and examinations. Typical topics include energy management, HVAC systems maintenance, and facility management system operation. Finally, phone support and technical assistance are always available over the phone or during our normal client service visits.</p> |

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| 39 | Describe any technological advances that your proposed products or services offer.  | <p>Our latest technology deployment is OpenBlue, which is further described in Question 70. It is a complete suite of connected solutions that deliver impactful sustainability, new occupant experiences, and respectful safety and security that combines our 135 years of building expertise with cutting-edge technology. OpenBlue features a suite of tailored, AI-powered service solutions such as remote diagnostics, predictive maintenance, compliance monitoring, advanced risk assessments, and more.</p> <p>One of our more powerful and popular technological advances is our Connected Services. All microprocessor-based York chillers can be connected to our Remote Operations Center and monitored 24/7. This information will better prepare our chiller technicians during their service visits and alert them during abnormal operating conditions. Our team will truly be connected to your member's operations resulting in improved performance.</p> <p>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.</p> <p>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.</p> <p>This application also allows our customers to sign off on completed work, which is immediately available for viewing on the Customer Portal. This tool also gives our technicians access to the internet for updated information on third-party equipment and Johnson Controls compiled database on third-party equipment.</p>   |
| 40 | Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.   | <p>At Johnson Controls, we've been dedicated to protecting the environment since our invention of the electric thermostat in 1885, which provided a fundamental shift in the energy efficiency of buildings. Now, all over the world, our products and services empower customers and communities to consume less energy and conserve resources.</p> <p><b>Our Objectives</b><br/>Sustainability is an integral part of our vision and values. Our environmental efforts are conducted with the following objectives in mind:</p> <ul style="list-style-type: none"> <li>• Supporting our company's growth and exceeding our customers' increasing expectations for more sustainable products and services.</li> <li>• Fostering a culture of sustainability that engages and attracts people who want to make a difference.</li> <li>• Improving our operational efficiency, including lowering costs and reducing the environmental footprint of our operations and supply chain.</li> <li>• Expanding engagement with our stakeholders on environmental issues, including leading in global partnerships that increase the scale of our sustainability impact.</li> <li>• Demonstrating our commitment from the top, including the continued integration of sustainability into company goals and decision-making.</li> </ul> <p><b>Our Accomplishments</b><br/>Across our organization, we seek to continuously improve in our environmental work. We're proud and fortunate to have been included in more than 40 prestigious sustainability indexes in recent years.</p> <p>2020 World's Most Ethical Company. Our 13th year in a row to be so recognized—a record only 7 companies worldwide have ever achieved.</p> <p>100 Best Corporate Citizens, 2020. We achieved the rank of #3 in our category and #18 overall among the 100 Best Corporate Citizens for 2020, for environmental, social, and governance (ESG) transparency and performance. We were up against 1000 of the biggest companies in the US to achieve this ranking.</p> <p>MSCI AAA Status. This is Morgan Stanley's sustainability index. Only 5% of companies achieve AAA.</p> <p>S&amp;P 500 ESG Index. Even at a time when companies like Walmart, Twitter, and Honeywell were dropped from the S&amp;P index, we maintained our spot. We are included in the Dow Jones Sustainability Index as well.</p> <p>Here are just some of the reasons why we've received this recognition:</p> <ul style="list-style-type: none"> <li>• From 2002 through 2017, we are proud to have reduced our energy intensity by 47 percent and our greenhouse gas intensity by 41 percent.</li> <li>• Our efforts align with the United Nations Sustainable Development Goals, a universal call to action to end poverty, protect the planet and ensure that all people enjoy peace and prosperity.</li> <li>• We always strive to do more, which is why in 2017 we adopted a new 2025 Sustainability Strategy. 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 are committing to new, ambitious 2025 goals related to greenhouse gas emissions, energy, water, waste, safety, and diversity from a 2017 baseline.</li> </ul> |
| 41 | Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors. | <p>We are unaware of the Certification of independent products, however, Johnson Controls uses third-party software Process Map for our Environmental, Health, and Safety Information System (EHSIS) to track environment, health, and safety data from facilities worldwide. Data are reviewed routinely by qualified personnel, including the regular use of an internal audit process to check not only data in the system but also site-level checks of original records and other aspects. At times, we engage assistance from third-party environmental, health and safety, and ISO consultants for site-specific audits. This includes using, for some sites, certified registrars to validate and certify our operations to various quality, environmental, six sigma, and safety standards, e.g., ISO 9000, ISO 14001, OHSAS 18001. Additionally, filings with environmental, health and safety, and other regulatory agencies are routinely checked internally and by the applicable regulatory agency.</p>  |
| 42 | Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.    | <p>Johnson Controls is a leader in supplier diversity. Since 1993, we have spent more than \$22 billion with certified women- and minority-owned suppliers. Globally, we have included more than 300 diverse and historically underutilized companies into more than 30 product and service procurement categories to support our customer solutions.</p> <p>Johnson Controls' supplier diversity program is successful because of accountability, training, and supplier diversity processes that extend into our customer and supplier networks.</p> <p>Supplier diversity is approached as a discipline that is not confined to one department, geography, or an elite group of star performers. All of the operational, commercial, and advanced supplier diversity activities are tied together with standardized processes company-wide.</p>   |

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| 43 | <p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p> | <p>Sourcewell members can ensure their project produces significant energy savings and the highest return on investment by selecting a company with extensive HVAC System and Service experience and a nationwide branch network that ensures expert local service in every market in North America.</p> <p><b>Unparalleled Experience</b></p> <p>By selecting Johnson Controls, Inc. (Johnson Controls), Sourcewell members will engage an industry leader that has implemented over 3,000 ESPC projects over the past 30+ years and helped pioneer the ESPC industry in the 1980s. We are the national leader in HVAC Systems and services with a greater market share and more experience than any of our competitors. We currently hold over \$6 billion in performance-based guarantees through approximately 615 projects across North America.</p> <p>This experience ensures that Sourcewell members can realize a high-performance project that is designed, implemented, commissioned, and serviced by reliable experts that have successfully installed and service HVAC systems for other K- 12, higher-education, state, and local government bodies.</p> <p>We offer our customers the reliability and financial stability of a Fortune 100 company. Our sales for the fiscal year 2015 totaled \$37.2 billion. Our financial muscle is balanced by a strong code of ethics. For the tenth year in a row, Johnson Controls has been named one of the "World's Most Ethical Companies" by the Ethisphere Institute. Corporate Responsibility Magazine has also recognized Johnson Controls as the #14 company in its annual "100 Best Corporate Citizens" list.</p> <p>Our long history and proven capabilities illustrate that we can perform all phases of any project and provide Sourcewell member entities with the best value through equipment upgrades, equipment maintenance, and service, training, or any combination of service that you require.</p> <p><b>We Are Where You Are</b></p> <p>Our field service branch network of 4,500 front-line service providers in over 160 branch locations shows that although Johnson Controls has a large national and international footprint, we understand the importance of having a local presence in the communities we serve.</p> <p>Our extensive branch network is 100% company-owned and operated, which enables us to share resources, expertise, innovations, and corporate values throughout the entire branch network. This enables all of our branch employees to benefit from the experience and lessons learned on projects we perform across the nation and around the world. No other Energy Services Company (ESCO) has a similar network.</p> <p>By investing in local branch locations, we enable local decision-making authority that makes it easier to respond to the needs of customers in a timely manner. Our investment also helps support the communities where we live and work.</p> <p><b>Flexibility and Consistency</b></p> <p>Sourcewell members can benefit from our established and uniform development and implementation approaches that provide a consistent level of service and expedited delivery. We will apply the same management approach at a small-town school district, as we will for a world-renowned University or large state customer with highly dispersed facilities. This ensures that each project meets our standards of quality, safety, and maximum return on investment for our customers.</p> <p>With a large number of resources available to our teams, we are able to provide projects with additional staff to meet aggressive deadlines. Additionally, our ability to streamline the development, procurement, and implementation processes ensure faster upgrades of facilities so our customers will realize savings sooner.</p> <p><b>Safety</b></p> <p>At Johnson Controls, we realize safety is just as important to you as it is to us. From onsite field employees to corporate offices, safety is built into all the services we provide.</p> <p>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.</p> <p><b>Commitment to Diversity</b></p> <p>For any project we undertake, we endeavor to maximize participation from minority-owned and Historically Underutilized Businesses (HUBs). This is an increasingly important goal for many of our customers and benefits Johnson Controls by expanding our pool of available talent in each marketplace.</p> <p>We have more than 700 diverse suppliers representing more than 50 product and service categories. Approximately 7% of Johnson Controls' outside purchases are made with diverse suppliers and contractors with minority purchases making up approximately 80% of the spend. The remaining external purchases are from women-owned firms and firms designated by government agencies as small or disadvantaged businesses.</p> <p>Because of these efforts, Johnson Controls has joined the elite Billion Dollar Roundtable, an organization comprised of only 24 U.S. corporations that spend more than \$1 billion annually with minority- and women-owned businesses.</p> <p><b>Commitment to Sustainability</b></p> <p>Sustainability is a cornerstone of our business. We create sustainable solutions through all of our workstreams and practice what we preach as a corporation. Our corporate headquarters campus in Glendale, Wisconsin represents the largest concentration of LEED Platinum buildings with four awarded buildings in one site.</p> <p>Since 2002, we have publicly 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 2015 Sustainability Report is available for you to view online at:<br/> <a href="http://www.johnsoncontrols.com/corporate-sustainability/reporting-and-policies/business-and-sustainability-report/environmental-leadership">http://www.johnsoncontrols.com/corporate-sustainability/reporting-and-policies/business-and-sustainability-report/environmental-leadership</a></p> |
|----|---|---|

**Table 9A: Warranty**

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

| Line Item | Question  | Response *   |
|-----------|---|--|
| 44        | Do your warranties cover all products, parts, and labor?  | Our warranty structure is set forth to protect our clients against faulty products installed by or workmanship completed by our personnel. Our warranties cover all products, parts, and labor associated with the Johnson Controls installed or serviced system.  |
| 45        | Do your warranties impose usage restrictions or other limitations that adversely affect coverage?   | There are no usage limitations in our warranty system for Johnson Controls installed or serviced systems.  |
| 46        | Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?   | Technician travel time and mileage to perform warranty repairs are covered under our warranty program.   |
| 47        | Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair? | Due to the presence of our company-owned district offices throughout North America, we are not aware of any geographic region where we cannot provide warranty repair services.  |
| 48        | Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?  | As indicated above, our policy states we will warranty a system installed by our technicians for a period of 1 year from the date of the customer's beneficial use. Service parts carry a 90-day warranty from the date of installation by a qualified technician. Different manufacturers may offer their own equipment warranties that cover the replacement cost of specific system components  |
| 49        | What are your proposed exchange and return programs and policies?   | According to the specific terms of each client's agreement, we can exchange a faulty piece of equipment or system component under warranty for its current equivalent. Equipment that cannot be repaired, or that is part of a legacy system no longer supported, will be replaced at the client's request.  |
| 50        | Describe any service contract options for the items included in your proposal.  | <p><b>Maintenance</b><br/>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 a 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.</p> <p>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 is equally important in a successful strategy.</p> <p><b>Reactive Maintenance</b><br/>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><b>Predictive Maintenance</b><br/>Checking the condition of the equipment as it operates. Equipment conditions, rather than time intervals, determine the need for service.</p> <p><b>Preventative Maintenance</b><br/>Scheduling maintenance at specific times offers the first line of defense against failure.</p> <p><b>Proactive Maintenance</b><br/>Addresses root causes identified by predictive methods. It isolates and corrects the sources of failure altogether.</p> |

**Table 9B: Performance Standards or Guarantees**

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

| Line Item | Question   | Response *  |
|-----------|--|---|
| 51        | Describe any performance standards or guarantees that apply to your services                             | <p>Johnson Controls utilizes a total quality management approach across Canada and throughout North America. Johnson Controls develops a clear picture of our customer's definition of quality service, from that we generate a defined set of objectives that form the basis of our performance standard.</p> <p>This method will ensure that Johnson Controls clearly understands and proactively participates in exceeding all of a customer's goals, and in our ability in achieving your expectations for customer satisfaction.</p> <p>Johnson Controls team and individual performance goals are set to a level exceeding the customer's acceptable performance standard. Performance evaluations are based on the team's success in achieving overall project goals; thus, teams are motivated to apply persistent, dedicated, and focused effort to overachieve their goals.</p> <p>Our Performance Infrastructure team provides guarantees for our Performance Contracting projects.</p> <p>For a Performance Contract, Johnson Controls guarantees the savings amount in the contract.</p> <ul style="list-style-type: none"> <li>- We begin monitoring the savings performance at the onset of the construction period and continue throughout the guarantee period. At the same time, we suggest and implement operational enhancements to fine-tune the overall performance.</li> <li>- We monitor savings during the year, produce scheduled reports that describe the results and reconcile the guarantee at the end of each year (or as dictated by the M&amp;V plan).</li> <li>- If the dollar savings are equal to or greater than the guarantee amount, customers receive all of the excess benefits. If there is a shortfall, Johnson Controls will pay the difference between the actual and the guaranteed amount in the form of a check or as additional equipment and services.</li> <li>- We repeat the annual tracking and reconciliation process each year throughout the term of the agreement.</li> </ul> |
| 52        | Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.) | A schedule of values is provided with each proposal that provides details of the service or product being provided, outlines timelines, billing, and responsible parties. There are standard communication and response time protocols that will be outlined at the task-order level.   |



**Table 10: Payment Terms and Financing Options**

| Line Item | Question  | Response *   |
|-----------|---|--|
| 53        | Describe your payment terms and accepted payment methods?   | Payment terms are NPR 30 for all invoices. For contracting sales, a schedule of values will be outlined regarding payment intervals throughout the installation process including after-warranty PSA.  |
| 54        | Describe any leasing or financing options available for use by educational or governmental entities.  | It is the intent of Johnson Controls to utilize Sourcewell Approved Leasing Vendor NCL for potential financing of our Sourcewell opportunities.<br>Our organization offers various financial solutions in an effort to remain focused on the financing needs of its customers. Program offerings include:<br>Direct Purchase<br>Fair Market Value (FMV) Purchase Option<br>10% Purchase Option   |
| 55        | Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders. | Systems and Services North America has a wholly-owned branch network that provides proposals directly to customers for requested product or service purchases. Each proposal procured through the Sourcewell contract will be marked in Salesforce as a Sourcewell Cooperative and will have the Sourcewell contract number and will be logged. Additionally, services are quoted and tracked using the Sourcewell "buying group" Upon customer award and invoiced, these sales will be reported to Sourcewell quarterly |
| 56        | Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.  | Johnson Controls will utilize standard commercial quoting tools when quoting Sourcewell opportunities. The primary systemic tools utilized to build proposals are Selection Navigator, Yorkworks, and NxGen when quoting services. Standard JCI commercial terms are incorporated into these proposals.  |
| 57        | Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?  | We do accept P-card procurement and payment, and we do not pass on any fees to the customer.   |

**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

| Line Item | Question  | Response *   |
|-----------|---|--|
| 58        | Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.                              | This agreement will apply to all Johnson Controls Systems and Services North America (SSNA) branches across the United States. Johnson Controls strives to be a company that is easy to do business with. Therefore, our approach for this opportunity is to keep our pricing model simple, easy to use, and transparent.<br><br>Labor Rates<br>For labor rates, each branch location has published street labor rates that are competitive in their local markets. We will be using the approach discounting 10% off of our local branch published street rates (benchmark: Our labor pricing approach is the same approach utilized by Johnson Controls for GSA Schedule 84, which can be used by most state and local government entities). Local labor rates change annually.<br><br>Equipment, Controls, and Solutions<br>For equipment, controls, fire / Security alarm, and parts manufactured by Johnson Controls, our approach is to discount off of our North American List Price (NALP) or List Price depending upon the pricing tool being utilized.<br>For outside purchased HVAC equipment, controls, fire, security, technology equipment, and miscellaneous components, our approach is to mark up over our cost.<br>HVAC Specialty Air Quality Products are custom built, so pricing will vary<br>For miscellaneous 3rd party parts, mechanical subcontracts, electrical subcontracts, piping subcontracts, insulation subcontracts, job services such as cranes, facilities assessments, job specific tools, management & engineering services and surveys, our approach is to mark up over our cost as verified by 3rd party invoice to Johnson Controls. |
| 59        | Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.  | Discounts vary based on equipment and labor. Maximum equipment discounts are 55%.  |
| 60        | Describe any quantity or volume discounts or rebate programs that you offer.  | Volume discounts will be considered on a project-by-project basis. Most SSNA solutions are customized for each facility and do not qualify for volume discounts.   |
| 61        | Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.  | We supply these items at cost + 30%.   |
| 62        | Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer. | Proficiency and Risk (PR) Fee:<br><br>Due to unforeseen conditions and/or circumstances on all proposals Johnson Controls includes PR assessments. The PR fee averages 5%, of the total sell price depending on the risk it could be as high as 10% or as low as 2%.<br><br>In our existing Sourcewell Contract 030817-JHN, this PR Fee has consistently been included in our proposals under miscellaneous as it is part of our systemic pricing tools. Johnson Controls wants to provide customers with complete transparency of our pricing.  |
| 63        | If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.  | Shipping costs are included, as is disposal.   |
| 64        | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.   | Shipping costs are included in the price.  |
| 65        | Describe any unique distribution and/or delivery methods or options offered in your proposal.   | We strive to achieve just-in-time delivery to avoid storage costs and costs associated with damage that can occur when equipment and parts are stored on-site or in a facility for any length of time. Additionally, we do not enforce your warranty until we reach substantial completion. This helps save our customers a little money by not starting the warranty period too early when the system is not yet in use.  |

**Table 12: Pricing Offered**

| Line Item | The Pricing Offered in this Proposal is: *  | Comments   |
|-----------|---|--|
| 66        | b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments. | Pricing methodology is similar to that of past award. Both B and C apply to our response. Depending upon the opportunity discounts are equal to or better than we offer to GPO's and other cooperatives. It is Johnson Controls policy to standardize pricing across Cooperatives and GPO agreements and enable the branch offices to negotiate the additional discounts on an opportunity by opportunity basis. |

**Table 13: Audit and Administrative Fee**

| Line Item | Question   | Response *  |
|-----------|--|---|
| 67        | Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.                                | Pricing calculations under the Sourcewell contract will leverage estimating tools with defined pricing discounts for Sourcewell members. This pricing methodology makes it easy for our field organization and customers to understand pricing practices. Pricing transparency is provided to the customer with each Sourcewell proposal including reference to the Sourcewell contract. Pricing for large sales often has multiple reviews (sales, sales management, and cooperative program office). Small transactional sales are sample reviewed by the cooperative program office. If a pricing discrepancy would be identified all sales by that sales rep through the Sourcewell contract would be self-audited. The sales reporting and administrative fee remittance function are independent of the field sales organization. Fee processing is completed by a centralized GPO and cooperative processing team. This process will help to eliminate issues relating to unreported sales or missing fees under the Sourcewell contract. The centralized team utilizes data contained with our Customer Relationship Management system, booking system, and cooperative proposal log to help ensure completeness in sales reporting and fee submission. |
| 68        | If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.  | Johnson Controls has established KPI's for evaluating the performance of our Cooperative Program. These internal metrics are comprised of data from both sales and finance. For example, one key metric that we utilize is the number of sales representatives that have an active Sourcewell proposal in the Sales Force pipeline  |
| 69        | Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.) | Johnson Controls proposes a 1% administrative fee. On significant opportunities, we would like to leave open our ability to further negotiate a reduction on a case-by-case basis.  |

**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

| Line Item | Question  | Response *  |
|-----------|---|---|
| 70        | Provide a detailed description of the equipment, products, and services that you are offering in your proposal. | <p>Due to character limitation on the Bid Portal, please see the "Table 14A – Depth and Breadth of Offer Equipment Products and Services" document for complete details.</p> <p>Although we have the unique capacity to self-perform most work, we also have the contract management expertise to know when it is appropriate to outsource some functions. Please see our "Subcontracting Scope of Work" document uploaded as an attachment to this response.</p> <p>HVAC System Design, Installation, and Service<br/>                     HVAC Systems:<br/>                     - Standard Air Handling Units (AHUs), Customer AHUs, AMI Modular AHUs<br/>                     - Inefficient air handling unit replacement<br/>                     - HVAC system redesign<br/>                     - Variable frequency drives<br/>                     - Heat recovery systems<br/>                     - Low leakage air dampers<br/>                     - Variable air volume systems<br/>                     - Inlet vanes for centrifugal fan<br/>                     - Demand control ventilation<br/>                     - Exhaust fans<br/>                     - Fan coil units<br/>                     - Motor replacement<br/>                     - Unit heaters/ventilators<br/>                     - Computer room unit optimization<br/>                     - Four-pipe system to two-pipe system<br/>                     - Variable volume system upgrades<br/>                     - System recommissioning<br/>                     - Duct Free Mini Split Systems<br/>                     - Invertors<br/>                     - Pumps<br/>                     - Indoor Air Quality Products and Devices: Active polarization, non-ionizing, electronic air cleaning systems intended to replace passive filtration<br/>                     - Rooftop units<br/>                     - Heat pumps<br/>                     - PTACs<br/>                     - Water source heat pumps<br/>                     - Air Terminal Devices and Heating Products<br/>                     - Lighting systems-disinfectant lighting (UVC light tech) for air handlers</p> <p>Cooling Systems:<br/>                     - Scroll, Rotary, Centrifugal, Reciprocating, Air-Cooled Chillers, Water-Cooled Chillers, Condensing Units, and Absorption Chillers<br/>                     - Chiller replacements<br/>                     - Gas fire centrifugal chillers<br/>                     - Low load chiller<br/>                     - CFC containment conversions<br/>                     - Tower free cooling<br/>                     - Commercial refrigeration</p> |

- Cooling tower upgrade
- Two speed fan motors
- Variable pitch blade cooling tower fan
- Thermal energy storage systems
- Reclaim A.C. heat rejection
- Variable flow system upgrade
- Air-Cooled Variable Refrigerant Flow Systems
- Chilled water temperature reset
- Humidity control
- Absorption chiller
- Gas-fired chiller
- Condenser auto-cleaning
- Conversion to primary secondary, including VSD on pumps
- Cooling towers De-centralization/centralization
- Free cooling

Energy Management and Control Systems:

- In-room control systems
- Direct digital controls
- Pneumatic control conversion
- Manual valves to automatic valves
- Air compressors
- Lab fume hood control
- Multi-system integration
- Load shedding
- Demand management
- Staging / lead-lag
- Optimum start / stop

Heating Systems:

- Heating system redesign and optimization
- Boiler replacement
- Electric to gas fired boiler
- High efficient modular boilers
- Low load boiler
- Burner replacement
- Dual fuel burners
- Oil atomizing burners
- Boiler stack heat reclaim
- Perimeter radiation
- High efficient domestic water heaters
- Gas line turbulators
- Temperature reset control
- Electric heating to gas
- Piping insulation
- Boiler stack reclaim
- Boiler system de-centralization
- Aerator replacement with O2 scavenger
- Automated water treatment
- Condensate recovery

Performance Contracting

- Energy Conservation Measures
- Investment Grade Audits
- Infrastructure Upgrades

OpenBlue

Building Systems

- Building Management System
- Access Control System
- Lighting
- HVAC
- Floor plans

Integrated Workplace Management Systems

- Meeting rooms (size, location, amenities)
- Desk (reservable, status)
- Assets (type and location)
- Other spaces
- Frictionless Access Control
- Facial Recognition
- Skin temperature scanning solution
- Facemask detection
- Thermal imaging, UV sanitizing gates, contact tracing, touchless visitor management

Enterprise IT Systems

- HR & IT System
- Active Directory
- Microsoft Exchange
- CMMS

Third Party Offerings

- Sensors
- Space Scheduler
- Mobile Access
- Parking management
- Travel options (bus, train, car)
- Weather, traffic, stock prices

OpenBlue Healthy Buildings

- OpenBlue Dynamic Spaces
- Face Mask Detection
- Social Distance Monitoring and Contact Tracing
- Intelligent Frictionless Access Control

OpenBlue Companion

- OpenBlue Clean Air
- OpenBlue Location Manager
- OpenBlue Enterprise Management
- OpenBlue Digital Twin
- OpenBlue Secure
- OpenBlue Tailored Services Suite

Smart City Programs



- Traffic analysis
  - Security Cameras
  - Proximity Sensors
  - Pedestrian Counters
  - Digital signage and speakers
  - Gunshot detection
- Utility Meters
- Water Meters
  - Electric Meters
  - Utility billing analysis
  - Utility rate improvements
  - Meter consolidation
  - Electric power factor correction
  - Automatic Meter Reading (AMR)
  - Advanced Metering Infrastructure (AMI) technology – Full scale implementation
  - Meter accuracy improvements
  - Meter typing & sizing upgrades
  - Automatic leak detection system
  - Customer web portal
  - SCADA upgrades
- Distribution Systems and Cogeneration Plants
- Central Utility Plants
  - Cogeneration/CHP Systems
  - Central cooling plant
- Lighting Systems
- Lighting Products: Intelligent lighting, connected lighting, streetlighting, intelligent street lighting, decorative lighting, human-centric lighting, specialty lighting, safety lighting, disinfectant lighting, and commercial lighting.
  - Interior Lighting:
    - o Linear Fluorescent Upgrades: New LED fixtures, LED retrofit kits, LED tubes
    - o CFL/INC/HID Upgrades: New LED fixtures, LED retrofit kits, LED re-lamps
    - o High Bay Fixtures: New LED fixtures
  - Exterior Lighting:
    - o Building Mounted: Wall packs, floods, canopy
    - o Pole Mounted: Area and street lights, Post top decorative, High mast, Parking garages
  - Lighting Controls:
    - o Room based controls: occupancy sensors, Photocell sensors
    - o Stand-alone Networked controls
    - o Integrated Networked controls with BAS
    - o Smart City controls
  - Human-Centric Lighting (HCL): HCL systems combine intelligent lighting control with LED lamps and fixtures that have the ability to change their color temperature and intensity. Light varies during the day according to the natural lighting cycle:
    - o Low light levels and low CCTs (Correlated Colour Temperature) in the early morning
    - o High light levels and high CCTs at midday (up to 10,000 K)
    - o Low light levels and low CCTs during evening
    - o Extremely low light levels and a medium CCT under moonlight
  - Smart Building-Wide Lighting Control
  - Building Automation System Integration
  - Business Optimization
- Building Envelope Systems
- Window glazing
  - Tinted window film
  - Energy efficient windows
  - Window and door weather stripping and caulking
  - Revolving doors
  - Air curtains
  - Automatic door closers
  - Roofing
  - Insulate walls, roof, floor, soffit
  - Caulk pipe penetrations
  - Seal ceiling to roof gap
  - Solar radiation reduction
  - Reflective coating to roof
  - Weatherproofing
- Water and Sewage Systems
- Water Conservation
- Retrofit flush valves, showerheads, faucets, toilets
  - Automated water systems
  - Cooling tower retrofits
  - Ice machine upgrades
  - High efficiency domestic water heaters
  - Waste heat recovery
- Water Supply/Treatment/Distribution
- Raw water pumping
  - High service pumps
  - Backwash water pumps (filtration plants)
  - Water control systems
  - Plumbing systems
  - Irrigation systems
  - Domestic water
  - Rain water harvesting
- Wastewater Collection and Treatment
- Wastewater lift pumps
  - Aeration system improvements (diffusers, controls, blowers)
  - Digester gas to energy projects
  - Digester improvements
- Flood Control
- Flood control systems
  - Flood monitoring systems
  - Integrated traffic control and monitoring systems
- Renewable Energy Systems
- Solar photovoltaic
  - Wind turbines

- Geothermal heat pumps
- Microgrid
- Energy storage
- Solar daylighting
- Biomass plants
- Solar thermal pool heating
- Solar thermal domestic water heating
- Solar transpired walls
  
- Distributed Energy Storage
- Battery Power Stationary Storage
- Energy Storage System - In-Building
- Modular Container Distributed Energy Storage System
- Thermal Energy Storage Systems
- Ice Storage
  
- Sewer Heat Recovery
- Waste Heat Recovery and Urban Biogas Utilization
  
- Microgrids
  
- Connected Technologies
- Audio-Visual
- Data Cabling
- LAN/WAN/Voice
- Distributed Antenna Systems
- Nurse Call Systems
- Security Systems
- HL7 Integrations
  
- Pool Systems/Environment and Recreational Spaces
- Additional Systems
- Loading dock air curtains
- Ceiling systems
- Electrical power systems
- Emergency generators
- Turbine generators
- Switch gear
- Elevator modernization
- Waste management
- Waste compactors
- Red bag waste
- Pool covers and pool heat recovery
- Air and water balance
- Power factor correction
- Fleet management
- Start-up and commissioning
- High efficiency water heating
- Instantaneous hot water heating and removal of large storage tanks
- Waste heat recovery for dryers and kitchens
- Conversion of electric kitchen equipment to gas
- Water savings measures for kitchen and laundry
- Ozonated laundry upgrades
- Kitchen equipment
- Dishwasher replacement
- Walk-in coolers optimization
- Exhaust system optimization
- Kitchen design
- Laundry systems
  
- Service and Maintenance
  
- Public Relations
  
- Security
- 24/7 remote monitoring
- Access control
- Advanced video surveillance
- Intrusion detection
  
- Fire, Life-Safety & Hazard Protection
- Fire alarm systems
- Fire sprinkler systems
- Fire suppression systems
- Mass notification systems
- Special hazard solutions
- Extinguishers
- Mass Notification
- Special Hazard
- Sprinkler
  
- Operational Intelligence & Loss Prevention
- Information management solutions
- Real-time location systems (RTLS) for asset management
- Video and traffic analytics

|    |  |  |
|----|--|--|
| 71 | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | <ul style="list-style-type: none"> <li>- Renewable Technologies</li> <li>- Indoor Air Quality</li> <li>- Lighting Systems</li> <li>- Energy Efficiency</li> <li>- Greenhouse Gas Reduction</li> <li>- Smart Building Technologies</li> <li>- Smart City Technologies</li> <li>- Artificial Intelligence</li> <li>- Security</li> <li>- Connected Technologies</li> <li>- Energy Storage</li> <li>- Microgrids</li> <li>- HVAC Equipment</li> <li>- Controls</li> <li>- Building Automation Systems</li> <li>- Energy Management Systems</li> <li>- Operational Intelligence and Asset Management</li> <li>- Fire alarm and suppression</li> <li>- Security</li> <li>- Extinguishers</li> <li>- Sprinkler</li> <li>- Mass Notification</li> <li>- Special Hazard</li> </ul> |
|----|--|--|

**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

| Line Item | Category or Type  | Offered *  | Comments  |
|-----------|---|--|---|
| 72        | HVAC, IAQ, and water heating or treatment infrastructure, equipment, components, products, parts, and related technology  | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | See attachment 14A - Depth and Breadth of Offer Equipment Products and Services |
| 73        | Sensors, controls, thermostats, gauges, and system automation or management products and technology   | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | See attachment 14A - Depth and Breadth of Offer Equipment Products and Services |
| 74        | Services related to the offering of the solutions described in Lines 72 and 73 of Table 14B above, including installation, maintenance, repair, refurbishment, replacement, system upgrades, emergency or short-term HVAC equipment rental, assessment, integration, training, support, and customization | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | See attachment 14A - Depth and Breadth of Offer Equipment Products and Services |

**Exceptions to Terms, Conditions, or Specifications Form**

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

**Documents**

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
  2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
  3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
  4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Sourcewell Pricing Table 07 01 21 Final Rev.docx - Wednesday June 30, 2021 14:58:28
  - [Financial Strength and Stability](#) - 2020-10-k-for-jci-site.pdf - Monday June 28, 2021 14:57:33 [Marketing Plan/Samples](#) - Marketing Doc.pdf - Tuesday June 29, 2021 09:58:10
  - [WMBE/MBE/SBE or Related Certificates](#) (optional)
  - [Warranty Information](#) - Project Warranty Letter.pdf - Monday June 28, 2021 16:09:35
  - [Standard Transaction Document Samples](#) - HS HP Upgrade and Service Sample Proposals.pdf - Monday June 28, 2021 15:40:04
  - [Upload Additional Document](#) - Table 2 Certification and Table 14A Additional Info.zip - Tuesday June 29, 2021 10:31:24

**Addenda, Terms and Conditions**

**PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcwell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcwell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcwell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcwell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jeremy Rainwater, VP & GM HVAC and Controls North America, Johnson Controls, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes  No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

| File Name   | I have reviewed the below addendum and attachments (if applicable) | Pages |
|---|--|-------|
| <b>Addendum_4_HVAC_Systems_Services_RFP_070121</b><br>Tue June 22 2021 04:10 PM | <input checked="" type="checkbox"/>                                | 1     |
| <b>Addendum_3_HVAC_Systems_Services_RFP_070121</b><br>Wed May 26 2021 04:55 PM  | <input checked="" type="checkbox"/>                                | 1     |
| <b>Addendum_2_HVAC_Systems_Services_RFP_070121</b><br>Tue May 18 2021 03:45 PM  | <input checked="" type="checkbox"/>                                | 1     |
| <b>Addendum_1_HVAC_Systems_Services_RFP_070121</b><br>Mon May 17 2021 01:50 PM  | <input checked="" type="checkbox"/>                                | 1     |

## **AGREEMENT**

THIS AGREEMENT IS MADE AND ENTERED INTO THIS 30<sup>th</sup> DAY OF September, 2022, by and between the Sacramento City Unified School District ("District") and Johnson Controls, Inc. or "JCI" ("Contractor") ("Agreement").

**WITNESSETH:** That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

- 1. The Work:** Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

**PROJECT: METASYS (HVAC CONTROL UPGRADE) AT ETHEL PHILLIPS**

It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents including, without limitation, the Drawings and Specifications and submission of all documents required to secure funding or by the Division of the State Architect for close-out of the Project, under the direction and supervision of, and subject to the approval of, the District or its authorized representative.

- 2. The Contract Documents:** The complete Contract consists of all Contract Documents as defined in the General Conditions, the JCI Rider to Installation Agreement dated June 15, 2022 ("Rider"), and the Memorandum of Understanding between JCI and the District dated February 28, 2022 ("MOU") all of which are incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
- 3. Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 18 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.
- 4. Time for Completion:** It is hereby understood and agreed that the work under this contract shall be completed within per the Project Schedule "HVAC Metasys Upgrades Inc 1 Phase 1 Various Schools" ("Contract Time") from the date specified in the District's Notice to Proceed.

**5. Completion-Extension of Time:** Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.

**6. Liquidated Damages:** Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of Five Hundred dollars (\$500) per day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work. It is hereby understood and agreed that this amount is not a penalty.

In the event that any portion of the liquidated damages is not paid to the District, the District may deduct that amount from any money due or that may become due the Contractor under this Agreement. The District's right to assess liquidated damages is as indicated herein and in the General Conditions.

The time during which the Contract is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the District may grant. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

**7. Loss Or Damage:** The District and its authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold the District and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.

**8. Insurance and Bonds:** Before commencing the Work, Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.

**9. Prosecution of Work:** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

**10. Authority of Architect, Project Inspector, and DSA:** Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), and the Division of the State Architect have authority to approve and/or stop Work if the Contractor's Work

does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. The Contractor shall be liable for any delay caused by its non-compliant Work.

- 11. Assignment of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
- 12. Classification of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type C-20 Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
- 13. Registration as Public Works Contractor:** The Contractor and all Subcontractors currently are registered as public works contractors with the Department of Industrial Relations, State of California, in accordance with Labor Code section 1771.4.
- 14. Payment of Prevailing Wages:** The Contractor and all Subcontractors shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.
- 15. Labor Compliance:** This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and Title 8 of the California Code of Regulations. Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of Division 2, Part 7, Chapter 1, of the Labor Code, including, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate electronic certified payroll records as required by the Contract Documents, or the District may not issue payment.
- 16. Contract Price:** In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

**Three Hundred Forty-Four Thousand Four Hundred Ninety-Nine and 13/100 Dollars (\$344,499.13)**

which sum is to be deducted from the V-Pac Credit [OR] applied toward the V-Pac Balance described in the MOU, according to the schedule provided by the Contractor and accepted by the District and subject to additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s).

- 17. Severability:** If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

**JOHNSON CONTROLS, INC.**

**SACRAMENTO CITY UNIFIED  
SCHOOL DISTRICT**

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

\_\_\_\_\_  
By: Rose Ramos

Title:

Title: Chief Business Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

NOTE: If the party executing this Contract is a corporation, a certified copy of the by-laws, or of the resolution of the Board of Directors, authorizing the officers of said corporation to execute the Contract and the bonds required thereby must be attached hereto.

END OF DOCUMENT





**Johnson Controls  
Rider to Installation Agreement**

This Rider is made as of **October 12, 2022** by and between **Johnson Controls, Inc.** ("Johnson Controls") and Sacramento City Unified School District ("Customer") and amends the Metasys (HVAC Control Upgrade) at Ethel Phillips (the "Agreement"). This Rider is effective as of the date of last signature below. The provisions of this Rider supersede and replace any other agreement or agreements between Johnson Controls and Customer with respect to the subject matters covered by this Rider and constitutes the entire agreement of the parties on the subject matter hereof.

- 1. **Indemnity.** Section 14.2.1 of the General Conditions only, shall be replaced with the following: Johnson Controls agrees to indemnify Customer, its board members, officers, representatives, contractors, agents, and employees, in both individual and official capacities for all damages, losses and expenses with respect to any third-party claims, including those for personal injury, including death, or tangible property damage but only to the extent such damages, losses and expenses are caused by the negligent acts or willful misconduct of Johnson Controls in fulfilling its obligations under this agreement. In the event Johnson Controls is obligated to indemnify Customer as set forth above, Johnson Controls has the right but not the obligation to defend Customer against third-party claims. If Johnson Controls elects to undertake such defense, then Johnson Controls shall have exclusive control over the defense.
- 2. **Waiver of Consequential Damages.** **IN NO EVENT, WHETHER IN CONTRACT, TORT OR OTHERWISE (INCLUDING BREACH OF WARRANTY, NEGLIGENCE, PRODUCT LIABILITY AND STRICT LIABILITY IN TORT), WILL JOHNSON CONTROLS AND ITS AFFILIATES AND THEIR RESPECTIVE PERSONNEL, SUPPLIERS AND VENDORS BE LIABLE TO CUSTOMER (DIRECTLY OR INDIRECTLY) UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY ARISING FROM, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR ANY: (A) SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES (WITH LIQUIDATED DAMAGES NOT BEING WAIVED BY THIS PARAGRAPH); (B) LOST PROFITS, REVENUES, DATA, CUSTOMER OPPORTUNITIES, BUSINESS, ANTICIPATED SAVINGS, OR GOODWILL; (C) BUSINESS INTERRUPTION; OR (D) DATA LOSS OR OTHER LOSSES ARISING FROM VIRUSES, RANSOMWARE, CYBERATTACKS OR FAILURES OR INTERRUPTIONS TO NETWORK SYSTEMS.**
- 3. **Insurance.** Johnson Controls shall maintain insurance to cover its proportionate share of liability in amounts set forth below in full force and effect at all times until the (a) obligations under the Agreement have been completed or (b) the Agreement is cancelled or terminated, and shall provide a certificate evidencing such coverage promptly following a Customer's request.

| <u>COVERAGES</u>                             | <u>LIMITS OF LIABILITY</u>                          |
|--|---|
| Workmen's Compensation Insurance             | Statutory   |
| Commercial General Liability Insurance       | \$1,000,000 Per Occurrence<br>\$2,000,000 Aggregate |
| Comprehensive Automobile Liability Insurance | \$1,000,000 Combined Single Limit                   |

The above limits may be obtained through primary and excess policies and may be subject to self-insured retentions.

Any insurance protection afforded to the Customer under this policy will be limited to the terms of the certificate of insurance and/or endorsement and will not expand upon, alter, supplant, or supersede Johnson Controls' contractual obligations hereunder including any indemnification obligations. The amount payable under the policy will be the lesser of the amount required by the contract and the limits provided by the policy.

Customer shall maintain all insurance coverage that 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.

- 4. **Payment.** All undisputed amounts 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 disputed amounts are due and payable upon resolution. All other amounts remain due within thirty (30) days. Work performed on a time and material basis shall be at Johnson Controls' then-prevailing rate for material, labor, and related items, in effect at the time supplied under this Agreement. Johnson Controls shall invoice Customer for progress payments to 100% percent based upon equipment delivered or stored, and services performed. In the event project duration exceeds one month, Johnson Controls reserves the right to submit partial invoices for progress payments for work completed at the project site. Customer agrees to pay any progress invoices in accordance with the payment terms set forth herein. Customer's

failure to make payment when due is a material breach of this Agreement and will give Johnson Controls, without prejudice to any other right or remedy, the right to (a) stop performing any Services and/or withhold further deliveries of Equipment and other materials; terminate or suspend any unpaid software licenses; and/or terminate this Agreement; and (b) charge Customer interest on the amounts unpaid at a rate equal to the lesser of 1.5% per month or the maximum rate permitted under applicable law, until payment is made in full. Customer agrees to pay all of Johnson Controls reasonable collection costs, including legal fees and expenses. Customer agrees to pay a deposit equal to 30% of the project sell price (pre-tax) prior to Johnson Controls providing any labor or materials on the project.

5. **Force Majeure.** Johnson Controls shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to perform under this Agreement, caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is an event beyond the reasonable control of Johnson Controls, foreseeable or unforeseeable, including, without limitation, acts of God, severe weather, declared or undeclared natural disasters, acts or omissions of any governmental authority including change in applicable law, epidemics, pandemics, disease, viruses, quarantines or other public health risks and/or responses, strikes, lock-outs, labor shortages or disputes, an increase of 5% or more in tariffs, fires, explosions or other casualties, thefts, vandalism, civil disturbances, riots, war, terrorism, power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation. If Johnson Controls' performance is delayed, impacted, or prevented by a Force Majeure Event or, its continued effects, Johnson Controls shall be excused from performance under the Agreement. If Johnson Controls is delayed in achieving any scheduled milestones due to a Force Majeure Event, Johnson Controls will be entitled to extend such milestones by the amount of time Johnson Controls was delayed as a result of such event.

Sacramento City Unified School District

Johnson Controls, Inc.

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

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

By: Rose Ramos

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

Title: CBO

Title: \_\_\_\_\_

June 9, 2022

**Attention:** Mike Taxara at SCUSD

**Subject:** SCUSD – Metasys Upgrades Inc 1 Phase 2

Johnson Controls is pleased to provide the following proposal:

**This scope of work is based on the following bidding documents:**

- Plans: None
- Spec: 27 00 00 Telecom and Raceway, 26 05 33.13 Conduit and Fittings, 23 09 00 BACS Spec – as confirmed via email to the district 3.22.22
- Job walks with Mike at SCUSD and Chris Cuff at KMM and Zac Dillow with JCI.
- No formal criteria docs were given, the scope below is JCI’s understanding of the verbal discussions and is the limit of what JCI will perform.
- JCI has checked for unit counts via 5 different means
  - SCUSD Provided Maintenance Sheets
  - Counts using Google Map Images
  - Air Table Unit Counts provided by CECl
  - Air Table Room Counts as provided by CECl
  - Job Walks with the customer

The counts below is the counts as discovered by JCI via the means above. If after JCI engineering we discover fewer units than proposed – JCI will offer a credit corresponding to the change.

**Method of Procedure:**

The goal of this scope of work is to remove and replace the dysfunctional KMC and Allerton control systems at the sites shown below in a like for like manner. We aim to do this a little impact to school function as possible. This will require a combination of normal hours and off hours work. JCI will build the Metasys system in parallel with the existing systems performing as much of the wiring, programming, commissioning as possible prior to “cut over” where we will start to take actual control of the mechanical systems piece by piece.

Preliminary Engineering – Per site, JCI will generate a set of controls submittal documents that outline the points, material, terminations diagrams and sequence of operation (including economizer control) for each piece of equipment. JCI will identify mounting locations for the field controllers and the location of the JCI engine and the proposed trunk routing (which may mean having the SNE in the middle of trunk vs the end of line). JCI will include a preliminary schedule for each site. JCI will include a graphics and MUI submittal. This will require site walks by JCI and our subs. Prior to beginning any work or ordering any material – JCI will review these documents with SCUSD, and upon SCUSD approval these submittals will become the formal scope of work document to be referred too.

The first step will be building the Metasys BACnet network on each campus. During normal hours (where allowable) JCI will install a new Network Engine for each site – connect it to power and SCUSD Network. We will then run conduit/rigid on the exterior of the buildings to each piece of roof mounted or grade mounted rooftop equipment. JCI will re-use existing pathways as allowable.

The second step will be preparing each piece of mechanical equipment for cut over. JCI will install during normal hours (as allowable) a new enclosure with a JCI controller in it. JCI will power this controller using the existing 24V power source assumed available on the RTU equipment. JCI will install the various SCUSD required monitoring sensors on the unit, connect them to the JCI controller. JCI will prep the controller to land at the manufacture terminal strip for control of heating, cooling and fan – but not perform the actual termination work until cut over.

The third step will be a pre-functional test of the network. Having the engine installed, controllers powered up and connected to the engine – JCI will download controllers and perform check out of the monitoring sensors that we can. JCI will check bus integrity and proper controls communication with the head end. JCI will also perform the head end work – generating the user views, graphics and MUI configurations for the sites. At this point the system will be “online” but a lot of the points will be “offline” as they will exist in the software – but will not exist in reality as we have not performed cut over yet. The goal of this step is to have everything ready such that when the terminal point does get connected during that cut over – it will “know where to go” in the software and the ??? question marks will turn to actual data with values as measured by sensors in the space.

The 4<sup>th</sup> step will be the cut over step. This work will be performed off hours and is the moment JCI will disconnect existing control and bring full control to Metasys. JCI will perform work in the class room and administrative spaces, installing zone temperature sensors, zone CO2 sensors, terminating at the thermostat interface on the RTU and taking over control of the economizer (where applicable). Once everything is now connected, and terminations verified – JCI will perform another functional test of the unit commanding heating, cooling, fan and visually confirming the RTU receives and responds to these commands. JCI will confirm the user interface, graphics and MUI get populated with the now connected data. JCI will also confirm the SCUSD specialty sequences (Auto Demand Response, Smoke Mode, Virus Mode) on a global basis – commanding the site into the various mode, but only visually inspecting a handful of units. This step will take multiple evenings and weekends with JCI performing as many of the cutovers as we can in a workday. JCI will cut over units and ensure they are functional by 7am the following day or by 7am Monday for work performed over the weekend.

In the event that a unit fails its functional test, JCI will reconnect the existing controls infrastructure as it was, diagnose and retry at a later time.

Step 5 will be demolition of the existing system. Once the entire campus is complete. JCI will perform demolition of the existing controls system. JCI will remove all wire associated with the existing system, demo all controllers, sensors, enclosures, power supplies and crate them for delivery to the owner. Work exterior to the building will be normal hours and work interior to the building will be off hours. The only thing that will remain of the old system is the pathway that connected it.

Customer Checkout – The final step will be walking the site with SCUSD and performing a customer checkout of the system. It will also include sitting with the district at the head end and reviewing the user interface, graphics and MUI configuration. The customer at this point will have an opportunity to challenge, test, explore, as questions on the installation generating a punch list. JCI will remediate any of these punch list items and after completion of the, the warranty period will begin.

Post Engineering – JCI will provide a set of as builts with final trunk mapping to the customer to serve as record documents for SCUSD. This as builts will include a copy of the completed punch list.

Warranty – JCI warrants our work for a period of 1 year labor and 3 years material. Material warranty begins at time of manufacture (date code as published on the JCI controller).

*This information is confidential between JCI and SCUSD and not to be shared outside of these negotiations. They represent the intellectual property of JCI engineering the approach to the task at hand.*

#### **Method of Procedure – Summer work**

JCI intends to complete some of the sites during the summer. We would like to reserve this for the more complex sites such as high schools with larger footprints and more complex HVAC systems. Seeing there will be no students

Johnson Controls Inc.  
Building Efficiency, Branch 110  
103 Woodmere Rd Suite #110, Folsom CA 95630  
Tel 916 294-8800 Fax 916 294-8889

DIR: 1000000593  
CL#: 22445



during the summer – the goal to have units back online by 7am is no longer a requirement. As such – JCI will follow a traditional construction process starting with complete demo of the existing system, installation of the new system leveraging existing pathway as deemed appropriate (JCI will still pull brand new cable) and ending with programming, functional testing and commissioning of the system. All pre/post engineering activities will remain the same. All customer checkout/warranty will remain the same. The actual sites to be performed over the summer will be determined per the KMM schedule as verified by JCI.

# SEE SEPARATE CONTRACT

Johnson Controls Inc.  
Building Efficiency, Branch 110  
103 Woodmere Rd Suite #110, Folsom CA 95630  
Tel 916 294-8800 Fax 916 294-8889

DIR: 1000000593  
CL#: 22445



## Alice Binery Public Waldorf

| Qty | Description  |
|-----|--|
| 1   | Site Engineering to generate<br>-Controls submittals with drawings, points lists, SOO's, controller locations, proposed trunk mapping<br>-Identify any asbestos concerns<br>-Confirm quantity of economizers JCI will take over<br>-Confirm if pathway exists to portables<br>-Generate as-built submittals for SCUSD record   |
| 1   | Coordination meeting with customer for review of JCI submittals to confirm scope of work   |
| 1   | Site walk with customer after completion to generate punch list  |
| 1   | SCUSD custom sequences<br>-Virus Mode<br>-Smoke Mode<br>-Auto DR<br>-Optimized start/stop<br>-FDD on all economizers taken over by JCI   |
| 1   | Outside air temperature sensor for site  |
| 1   | New SNE1050 in enclosure<br>-Requires IP address provided by SCUSD<br>-Engine will be installed in the middle of the trunk for ease of trunk installation  |
| 17  | Control of package rooftop equipment<br>-New NEMA 3R Enclosure with CGM mounted inside<br>-Interlock to unit terminal strip to command heat, cool, fan<br>-Discharge air temperature<br>-Return air temperature<br>-Compressor Amperage sensor<br>-Fan amperage sensor<br>-New damper actuator for (e) Outside Air damper with damper feedback<br>-Zone Temperature Sensor – SA Bus<br>-Zone CO2 sensor – SA Bus |
| 7   | Control of Split System Furnace<br>-New NEMA 3R Enclosure with CGM mounted inside<br>-Interlock to unit terminal strip to command heat, cool, fan<br>-Discharge air temperature<br>-Return air temperature<br>-Compressor Amperage sensor<br>-Fan amperage sensor<br>-New damper actuator for (e) Outside Air damper with damper feedback<br>-Zone Temperature Sensor – SA Bus<br>-Zone CO2 sensor – SA Bus      |

Johnson Controls Inc.  
 Building Efficiency, Branch 110  
 103 Woodmere Rd Suite #110, Folsom CA 95630  
 Tel 916 294-8800 Fax 916 294-8889

DIR: 1000000593  
 CL#: 22445



- 3 Window Shaker with old furnace  
 -JCI cannot control this unit, JCI will install a zone temperature sensor and zone CO2 sensor on the SA bus to monitor the space
  
- 1 Loytech Zones for Portables  
 -Loytech BACnet MS/TP to IP converter  
 -NEMA 1 Can with Key Lock and perf liner  
 -Plug in power supply (requires JCI utilizing a single gang socket to power device)

| <u>Summary</u>            | <u>Sourcewell Cost</u> |                   |
|---------------------------|------------------------|-------------------|
| Material                  | \$                     | 57,309.39         |
| JCI Labor                 | \$                     | 43,637.04         |
| Subcontractor Graphics    | \$                     | 1,098.24          |
| Market Value Installer    | \$                     | 157,381.41        |
| Profficiency and Risk     | \$                     | 25,942.61         |
|                           |                        |                   |
|                           |                        |                   |
| <b><u>Grand Total</u></b> | <b>\$</b>              | <b>285,368.69</b> |

# SEE SEPARATE CONTRACT

Johnson Controls Inc.  
Building Efficiency, Branch 110  
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Tel 916 294-8800 Fax 916 294-8889

DIR: 1000000593  
CL#: 22445



## Ethel I. Baker

| <b>Qty</b> | <b>Description</b>   |
|------------|--|
| 1          | Site Engineering to generate<br>-Controls submittals with drawings, points lists, SOO's, controller locations, proposed trunk mapping<br>-Identify any asbestos concerns<br>-Confirm quantity of economizers JCI will take over<br>-Confirm if pathway exists to portables<br>-Generate as-built submittals for SCUSD record   |
| 1          | Coordination meeting with customer for review of JCI submittals to confirm scope of work   |
| 1          | Site walk with customer after completion to generate punch list  |
| 1          | SCUSD custom sequences<br>-Virus Mode<br>-Smoke Mode<br>-Auto DR<br>-Optimized start/stop<br>-FDD on all economizers taken over by JCI   |
| 1          | Outside air temperature sensor for site  |
| 1          | New SNE1050 in enclosure<br>-Requires IP address provided by SCUSD<br>-Engine will be installed in the middle of the trunk for ease of trunk installation  |
| 21         | Control of package rooftop equipment<br>-New NEMA 3R Enclosure with CGM mounted inside<br>-Interlock to unit terminal strip to command heat, cool, fan<br>-Discharge air temperature<br>-Return air temperature<br>-Compressor Amperage sensor<br>-Fan amperage sensor<br>-New damper actuator for (e) Outside Air damper with damper feedback<br>-Zone Temperature Sensor – SA Bus<br>-Zone CO2 sensor – SA Bus |
| 13         | Control of BARD Portable Units<br>-New NEMA 3R Enclosure with CGM mounted inside<br>-Interlock to unit terminal strip to command heat, cool, fan<br>-Discharge air temperature<br>-Return air temperature<br>-Compressor Amperage sensor<br>-Fan amperage sensor<br>-New damper actuator for (e) Outside Air damper with damper feedback<br>-Zone Temperature Sensor – SA Bus<br>-Zone CO2 sensor – SA Bus       |





- 1 Control of Split System Furnace
  - New NEMA 3R Enclosure with CGM mounted inside
  - Interlock to unit terminal strip to command heat, cool, fan
  - Discharge air temperature
  - Return air temperature
  - Compressor Amperage sensor
  - Fan amperage sensor
  - New damper actuator for (e) Outside Air damper with damper feedback
  - Zone Temperature Sensor – SA Bus
  - Zone CO2 sensor – SA Bus
  
- 2 Window Shaker with old furnace
  - JCI cannot control this unit, JCI will install a zone temperature sensor and zone CO2 sensor on the SA bus to monitor the space
  
- 1 Loytech Zones for Portables
  - Loytech BACnet MS/TP to IP converter
  - NEMA 1 Can with Key Lock and perf liner
  - Plug in power supply (requires JCI utilizing a single gang socket to power device)

| <u>Summary</u>            | <u>Sourcewell Cost</u> |                   |
|---------------------------|------------------------|-------------------|
| Material                  | \$                     | 76,178.00         |
| JCI Labor                 | \$                     | 60,126.05         |
| Subcontractor Graphics    | \$                     | 1,098.24          |
| Market Value Installer    | \$                     | 184,105.15        |
| Profficiency and Risk     | \$                     | 32,150.74         |
|                           |                        |                   |
|                           |                        |                   |
| <b><u>Grand Total</u></b> | <b>\$</b>              | <b>353,658.18</b> |

## Ethel Phillips

| Qty | Description  |
|-----|--|
| 1   | Site Engineering to generate<br>-Controls submittals with drawings, points lists, SOO's, controller locations, proposed trunk mapping<br>-Identify any asbestos concerns<br>-Confirm quantity of economizers JCI will take over<br>-Confirm if pathway exists to portables<br>-Generate as-built submittals for SCUSD record   |
| 1   | Coordination meeting with customer for review of JCI submittals to confirm scope of work   |
| 1   | Site walk with customer after completion to generate punch list  |
| 1   | SCUSD custom sequences<br>-Virus Mode<br>-Smoke Mode<br>-Auto DR<br>-Optimized start/stop<br>-FDD on all economizers taken over by JCI   |
| 1   | Outside air temperature sensor for site  |
| 1   | New SNE1050 in enclosure<br>-Requires IP address provided by SCUSD<br>-Engine will be installed in the middle of the trunk for ease of trunk installation  |
| 6   | Control of package rooftop equipment<br>-New NEMA 3R Enclosure with CGM mounted inside<br>-Interlock to unit terminal strip to command heat, cool, fan<br>-Discharge air temperature<br>-Return air temperature<br>-Compressor Amperage sensor<br>-Fan amperage sensor<br>-New damper actuator for (e) Outside Air damper with damper feedback<br>-Zone Temperature Sensor – SA Bus<br>-Zone CO2 sensor – SA Bus |
| 9   | Control of BARD Portable Units<br>-New NEMA 3R Enclosure with CGM mounted inside<br>-Interlock to unit terminal strip to command heat, cool, fan<br>-Discharge air temperature<br>-Return air temperature<br>-Compressor Amperage sensor<br>-Fan amperage sensor<br>-New damper actuator for (e) Outside Air damper with damper feedback<br>-Zone Temperature Sensor – SA Bus<br>-Zone CO2 sensor – SA Bus       |

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- 27 Control of Split System Furnace
  - New NEMA 3R Enclosure with CGM mounted inside
  - Interlock to unit terminal strip to command heat, cool, fan
  - Discharge air temperature
  - Return air temperature
  - Compressor Amperage sensor
  - Fan amperage sensor
  - New damper actuator for (e) Outside Air damper with damper feedback
  - Zone Temperature Sensor – SA Bus
  - Zone CO2 sensor – SA Bus
  
- 1 Loytech Zones for Portables
  - Loytech BACnet MS/TP to IP converter
  - NEMA 1 Can with Key Lock and perf liner
  - Plug in power supply (requires JCI utilizing a single gang socket to power device)

| <u>Summary</u>            | <u>Sourcewell Cost</u> |                   |
|---------------------------|------------------------|-------------------|
| Material                  | \$                     | 91,864.89         |
| JCI Labor                 | \$                     | 66,760.36         |
| Subcontractor Graphics    | \$                     | 1,098.24          |
| Market Value Installer    | \$                     | 153,457.54        |
| Profficiency and Risk     | \$                     | 31,318.10         |
|                           |                        |                   |
|                           |                        |                   |
| <b><u>Grand Total</u></b> | <b>\$</b>              | <b>344,499.13</b> |

**Total Price for ALL Inc 1 Phase 2 Group 1 Sites \$983,526.01**

## Clarifications/Exclusions/Terms and Conditions

### Clarifications:

1. All work outside of the classroom will be done normal hours
  - a. Inclusive of work on roof, work in telecom/electrical rooms, work in exterior hallways.
2. All work inside the classroom will be done off hours
3. During the scope of work – SCUSD will be required to interface to 2 systems to control a site as we incrementally cut over equipment to Metasys
4. Rigid on roof – EMT conduit elsewhere – plenum rated where concealed
5. New pathway in the classroom will be surface mount wire mold – Plastic 2300 mechanically fastened. New back boxes for sensors will be plastic surface mount.
6. JCI will provide NEW WIRE for all devices. JCI will not leverage existing wire, only existing pathway.
7. JCI will Stop Work when we encounter any Asbestos on the site. Asbestos remediation is by others. JCI will not resume work until asbestos has been abated. This is per JCI safety policy.
8. JCI will take over economizer control with a new JCI actuator as feasible. During site engineering, if discovered that spaces are too cramped for a new actuator – JCI will make it known to the district and provide a credit to remove that from the SOW or ADD to perform the mechanical work required to take control of the OA damper.
9. Temperature Sensors to be NSB8BTN141-0 – white, warm cool adjust, no display, no occupancy, no JCI logo
10. Separate CO2 sensors to be NSB8BNC041-0 – white, CO2 only, no display, no JCI logo
11. JCI will provide 120V power insofar as to power network engine only
12. JCI will provide network cable insofar as to connect network engine to the telecom room only
13. Upon further review – a TEC option for the project is more expensive and not recommended. The TEC option requires more after hours work and significantly decreases the amount of pre-commissioning JCI can perform as TEC will not be able to come online prior to step 4. While there is a material savings, the net increase in afterhours labor for TEC installation and commissioning negates and overcomes any material savings. Furthermore, the TEC does not future proof the district for any custom programming they may need in the future and have required in the past.
14. Priced per Sourcewell (Formerly NJPA) Contract #070121-JHN
15. Per communication from Mike – all equipment enclosures are NEMA 3R with lockable key, whether indoor or outdoor. This however does NOT apply to the SNE panel or network equipment panels (Loytech) – these will be the JCI standard panels which are NEMA 1. JCI expects most controllers will be installed outdoors on equipment.
16. The counts noted on this proposal is the finite number of units JCI will take control over. If fewer or additional units are discovered during engineering walks – the district that their discretion can add/remove units to the scope via change order.

### Exclusions:

1. Any and all 120V wiring outside of powering the engine
2. Any and all door status or window status monitoring
3. Any and all occupancy sensors – programming occupied standby mode
4. Installing CO2 sensors 5ft from operable doors/windows.
5. Updating any of the controls system to meet current code – JCI's understanding is this is a maintenance project removing and replacing aging/dysfunctional systems with a new Metasys system – Like for Like
6. Professional engineering services to confirm sites comply with current code. JCI does not have stamped PE's on staff and cannot offer this service
7. JCI excludes upgrading/changing/enhancing any existing pathway we may use in our work.



8. Work with 3<sup>rd</sup> party commissioning agents
9. Customer training. SCUSD is an experienced user and we don't not feel any training is required.
10. Mechanical upgrades – JCI excludes doing any mechanical work. All mechanical equipment is assumed to be functioning. This includes repairing dampers, replacing economizers, changing unit controllers, swapping out compressors etc.
11. Taking control of exhaust fans
12. Taking control of kitchen hoods
13. Taking control of mini splits
14. CO2 display in the space
15. Temperature display in the space
16. Relocating CO2 sensors, they will be placed either right next to or right below the (e) temperature sensors.
17. Providing new network or power infrastructure (switches, breakers etc).
18. Indicator light to alert if CO2 in the space is over a certain value

Thank You! As always call with any comments, questions or concerns.

*Quote valid for 30 days*

Zac Dillow

HVAC Systems Sales Engineer – Johnson Controls  
925-719-7785 (mobile)  
Zachary.j.dillow@jci.com

|  |       |
|--|-------|
| <b>CUSTOMER APPROVAL:</b>  |       |
| Total Price:   | _____ |
| Customer Name:   | _____ |
| Company:   | _____ |
| Signature (*)  | _____ |
| Date:  | _____ |
| <small>* By signing this proposal, you agree to purchase the bill of material as described in this proposal document, pursuant to the attached standard terms and conditions and for the Total Price documented on the above line.</small> |       |

## Standard Terms and Conditions

**(1) AGREEMENT AND LIMITATIONS.** This document (the "Agreement") sets forth the terms and conditions of any sale by Seller of the specified product, equipment or services indicated on the reverse side hereof or attachment and is expressly made conditional on the assent of Buyer (hereinafter "Buyer") to these Standard Terms and Conditions. Buyer's acceptance of any part of the product, equipment or services sold or Buyer's instructions to Seller to begin work or to ship any product or equipment after receipt of these Standards Terms and Conditions shall constitute such assent, and a waiver of all terms and conditions in its purchase order or similar document which are different from or additional to those set forth herein. Seller's failure to object to provisions contained in any communication from Buyer shall not be deemed a waiver of these Standard Terms and Conditions. References to "products" or "equipment" herein shall mean the product and equipment to be furnished by Seller as identified on the applicable Seller Quotation. These Standard Terms and Conditions may be modified or rescinded only by a writing signed by authorized representatives of both Seller and Buyer.

**(2) TERMINATION OR MODIFICATION.** Accepted orders may be cancelled or modified by Buyer only with Seller's express written consent. If cancellation or modification is allowed, Buyer agrees to pay to Seller all expenses incurred and damage sustained by Seller on account of such cancellation or modification, plus a reasonable profit.

**(3) PRICE, SHIPMENT, AND PAYMENT.** Prices on accepted orders are firm for a period of 90 days from date of acceptance. Prices for products may be adjusted by Seller, upon notice to Buyer at any time prior to shipment, to reflect any increase in Seller's cost of raw materials (e.g., steel, aluminum) incurred by Seller after issuance of Seller's applicable proposal or quotation. Price and delivery is F.O.B. point of manufacture, unless otherwise provided. Unless otherwise agreed to in writing by Seller, all payments are due net thirty (30) days from the date of invoice. Seller may, at its sole option, have the right to make any delivery under this Agreement payable on a cash or payment guarantee before-shipment basis. In the case of export sales, unless otherwise agreed to in writing by Seller, all payments are to be by means of a confirmed irrevocable letter of credit. Invoicing disputes must be identified in writing within 21 days of the date of invoice. Payments of any disputed amounts are due and payable upon resolution. All other amounts remain due within 30 days. In the event of Buyer's default, the balance of any outstanding amounts will be immediately due and payable. Failure to make payments when due will give Seller, without prejudice to any other right or remedy, the right to: (i) stop performing any services, withhold deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or terminate this Agreement; and (ii) charge Buyer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. Shipments to Buyer with outstanding invoices unpaid after thirty (30) days will be suspended until all overdue invoices are paid or be made on a cash-in-advance basis only, in Seller's sole discretion.

**(4) DEPOSIT.** Buyer agrees to pay a deposit equal to 50% of the sell price (pre-tax) prior to Seller performing work. Seller will generate an invoice for the 50% deposit within three business days after Seller's receipt of a written agreement or order from Buyer. Seller will not commence work until receipt of the deposit.

**(5) TAXES.** All prices exclude federal, harmonized, state/provincial and local use, sales or similar applicable taxes. Such taxes, if applicable, will appear as separate items on the invoice unless Buyer provides a tax exemption certificate that is acceptable to taxing authorities.

**(6) DELIVERY.** The delivery date(s) provided by Seller for the product and equipment is only an estimate and is based upon prompt receipt of all necessary information from Buyer. The delivery date(s) is subject to and shall be extended by delays caused by strikes, fires, accidents, shortages of labor or materials, embargoes, or delays in transportation, compliance with government agency or official requests, or any other similar or dissimilar cause beyond the reasonable control of Seller. FAILURE TO DELIVER WITHIN THE TIME ESTIMATED SHALL NOT BE A MATERIAL BREACH OF CONTRACT ON SELLER'S PART. If Buyer causes Seller to delay shipment or completion of the product or equipment, Seller shall be entitled to any and all extra cost and expenses resulting from such delay.

**(7) LIMITED WARRANTY.** Seller warrants that the product and equipment furnished by Seller under this Agreement will be of good quality and that the services provided by Seller will be provided in a good and workmanlike manner for a period of twelve (12) months from initial product startup, or eighteen (18) months from product shipment, whichever occurs first (the "Warranty Period") unless such Warranty Period is modified by Seller's proposal. Alongside this limited warranty, for all new York™ air or water-cooled chillers and/or Metasys™ building automation systems installed in the US and Canada and sold through Seller owned and operated branches, Seller also provides a Year One Service Agreement for such equipment, the scope, limitations, terms and conditions of which are at <https://www.johnsoncontrols.com/yearoneservice> (collectively, "Year One Service"). Seller will not provide a credit against purchase price if offered Year One Service is declined. No warranty is provided for third-party products and equipment installed or furnished by Seller. Such products and equipment are provided with the third-party manufacturer's warranty to the extent available, and Seller will transfer the benefits together with all limitations of that manufacturer's warranty to Buyer. This warranty does not cover failures caused in whole or in part by (i) improper installation or maintenance performed by anyone other than Seller; (ii) improper use or application; (iii) corrosion; (iv) normal deterioration; (v) operation beyond rated capacity, (vi) the use of replacement parts or lubricants which do not meet or exceed Seller's specifications, or (vii) if Seller's serial numbers or warranty date decals have been removed or altered. To qualify for warranty consideration for products or equipment, at the earlier of the Buyer's discovery of the defect or the time at which the Buyer should have discovered the defect; Buyer must immediately notify Seller in writing for instructions on warranty procedures. Seller's sole obligation for defective services shall be to repair or to replace defective parts or to properly redo defective services. All replaced equipment becomes Seller's property. **THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHICH ARE HEREBY DISCLAIMED. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** Seller makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity or will detect the presence of, or eliminate, treat, or mitigate the spread, transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

**(8) INDEMNIFICATION, REMEDIES AND LIMITATIONS OF LIABILITY.** In addition to Paragraph 8 below regarding patents, Buyer agrees that Seller shall be responsible only for such injury, loss, or damage caused by the intentional misconduct or the negligent act or omission of Seller. In the event Buyer claims Seller has breached any of its obligations under the Agreement, whether of warranty or otherwise, Seller may request the return of the goods and tender to Buyer the purchase price theretofore paid by Buyer, and in such event, Seller shall have no further obligation under the Agreement except to refund such purchase price upon redelivery of the goods. If Seller so requests the return of the goods, the goods shall be redelivered to Seller in accordance with Seller's instructions and at Seller's expense. The remedies contained in these Standard Terms and Conditions shall constitute the sole recourse of Buyer against Seller for breach of any of Seller's obligations under the Agreement, whether of warranty or otherwise. **To the maximum extent permitted by law, in no event shall Seller and its affiliates and their respective personnel, suppliers and vendors ("JCI Parties") be liable to Buyer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any: (a) special, indirect, incidental, punitive, or consequential damages; (b) lost profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. In any case, the entire aggregate liability of the JCI Parties under this Agreement for all damages, losses and causes of action, whether in contract, tort (including negligence), or otherwise shall be limited to the purchase price paid by Buyer hereunder.**

**(9) PATENTS.** Seller shall defend, or at its option settle, any action against Buyer brought by a third party to the extent that the action is based upon a claim that the products or equipment provided under the Agreement in the United States infringes any U.S. patents or copyrights 9or in Canada infringes on any Canadian patents or copyrights), or misappropriates any trade secrets of a third party ("Claim"), provided that: (i) Buyer gives Seller prompt written notice of any such Claim, (ii) Buyer gives Seller full authority to defend or settle any such Claim, and (iii) Buyer gives Seller proper and full information and assistance, at Seller's expense (except for Buyer's employees' time) to defend or settle any such Claim. Seller will pay those costs and damages finally awarded against Buyer in the action that are specifically attributable to the claim or those costs and damages agreed to in a monetary settlement of the action. **THE FOREGOING IS IN LIEU OF ANY WARRANTIES OF NON-INFRINGEMENT, WHICH ARE HEREBY DISCLAIMED.** The foregoing obligation of Seller does not apply with respect to products or equipment or portions or components thereof (a) not supplied by Seller, (b) made in whole or in part in accordance to Buyer or owner specifications, (c) which are modified after shipment by Seller, if the alleged infringement related to such modification, (d) combined with other products, processes or materials where the alleged infringement relates to such combination, (e) where Buyer continues allegedly infringing activity after being notified thereof and/or after being informed of modifications that would have avoided the alleged infringement without significant loss of performance or functionality, or (f) where Buyer's use of the product or equipment is incident to an infringement not resulting primarily from the product or equipment; Buyer will indemnify Seller and its officers, directors, agents, and employees from all damages, settlements, attorneys' fees and expenses related to a claim of infringement, misappropriation, defamation, violation of rights of publicity or privacy excluded from Seller's indemnity obligation herein.

**(10) GOVERNING LAW.** For any goods or work performed in the U.S., the formation and performance of the Agreement shall be governed by the laws of the State of Wisconsin, U.S.A. For any goods or work performed in Canada, the Agreement shall be governed by the laws of Ontario. Other than claims for unpaid contract amounts by Seller, any action for breach of the Agreement or any covenant or warranty must be commenced within one year after the cause of action has accrued unless such provision is not permitted by applicable law.

**(11) DISPUTE RESOLUTION.** Seller shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. The venue for any such arbitration shall be in Milwaukee, Wisconsin for U.S. sales, and Toronto, Ontario for Canadian sales. The arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. In the event the matter is submitted to a court, Seller and Buyer hereby agree to waive their right to trial by jury and covenant that neither of them will request trial by jury in any such litigation. Buyer will pay all of Seller's reasonable collection costs (including legal fees and expenses).

**(12) SOFTWARE AND DIGITAL SERVICES.** Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Seller's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Seller and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

**(13) PRIVACY. Seller as Processor:** Where Seller factually acts as Processor of Personal Data on behalf of Buyer (as such terms are defined in the DPA) the terms at [www.johnsoncontrols.com/dpa](http://www.johnsoncontrols.com/dpa) ("DPA") shall apply. **Seller as Controller:** Seller will collect, process and transfer certain personal data of Buyer and its personnel related to the business relationship between it and Buyer (for example names, email addresses, telephone numbers) as controller and in accordance with Seller's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Buyer acknowledges Seller's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Buyer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Seller is mandatorily required from Buyer's personnel under applicable law, Buyer warrants and represents that it has obtained such consent.

**(14) CONNECTED EQUIPMENT SERVICES.** Certain equipment sold hereunder includes by default Seller's Connected Equipment Services. Connected Equipment Services is a data-analytics and monitoring Software platform that uses a cellular or network connection to gather equipment performance data to assist Seller in advising Buyer on (and Buyer in better understanding) such equipment's health, performance or potential malfunction. **If Buyer's equipment includes Connected Equipment Services, such services will be on by default and the remote connection will continue to connect to Buyer's Equipment through the full equipment lifecycle, unless Buyer specifically requests in writing that Seller disable the remote connection or Seller discontinues or removes such remote connection.** For more information on whether your particular equipment includes Connected Equipment Services, a subscription to such services and the cost, if any, of such subscription, please see your applicable order, quote, proposal, or purchase documentation or talk to your Seller sales representative. If Buyer's equipment includes Connected Equipment Services, Seller will provide a cellular modem or other gateway device ("Gateway Device") owned by Seller or Buyer will supply a network connection suitable to establish a remote connection with Buyer's applicable equipment to permit Seller to use Connected Equipment Services to perform first-year and extended warranty services as well as other services, including troubleshooting, quarterly health reports, remote diagnostic and monitoring and aftermarket services. For certain subscriptions, Buyer will be able to access equipment information from a mobile or smart device using Connected Equipment Service's mobile or web app. Any Gateway Devices provided hereunder shall remain Seller's property, and Seller may upon reasonable notice access and remove such Gateway Device and discontinue services in accordance with the Software Terms. If Buyer does not permit Seller to connect via a connection validated by Seller for the equipment or the connection is disconnected by Buyer, and a service representative must therefore be dispatched to the Buyer site, then the Buyer will pay Seller at Seller's then-current standard applicable contract regular time and/or overtime rate for services performed by the service representative. Seller disclaims any obligation to advise Buyer of any possible equipment error or malfunction. **Buyer acknowledges that, while Connected Equipment Services generally improve equipment performance and services, Connected Equipment Services does not prevent all potential malfunction, insure against all loss or guarantee a certain level of performance and that Seller shall not be responsible for any injury, loss, or damage caused by any act or omission of Seller related to or arising from the monitoring of the equipment under Connected Equipment Services.**

**(15) MISCELLANEOUS**

**(a) CHANGES OF CONSTRUCTION AND DESIGN:** Seller reserves the right to change or revise the construction and design of the products or equipment purchased by Buyer, without liability or obligation to incorporate such changes to products or equipment ordered by Buyer unless specifically agreed upon in writing reasonably in advance of the delivery date for such products or equipment. Buyer agrees to bear the expense of meeting any changes or modifications in the scope of this Agreement or in local code requirements which become effective after Seller has accepted Buyer's order.

**(b) CHARACTER OF PRODUCT AND SECURITY INTEREST:** The goods delivered by Seller under the terms of the Agreement shall remain personal property and retain its character as such no matter in what manner affixed or attached to any structure or property. Buyer grants Seller a security interest in said goods, any replacement parts and any proceeds thereof until all sums due Seller have been paid to it in cash. This security interest shall secure all indebtedness or obligations of whatsoever nature now or hereafter owing Buyer to Seller. Buyer shall pay all expenses of any nature whatsoever incurred by Seller in connection with said security interest. Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall be subject to the mechanics lien legislation applicable to the location where the work will be performed.

**(c) INSURANCE:** Buyer agrees to insure the goods delivered under the Agreement in an amount at least equal to the purchase price against loss or damage from fire, wind, water or other causes. The insurance policies are to be made payable to Seller and Buyer in accordance with their respective interests, and when issued are to be delivered to Seller and held by it. Failure to take out and maintain such insurance shall entitle Seller to declare the entire purchase price to be immediately due and payable and shall also entitle Seller to recover possession of said goods.

**(d) INSTALLATION:** If installation by the Seller is included within the Seller's Quotation, Buyer shall provide all of the following at its own expense and at all times pertinent to the installation: i) free, dry, and reasonable access to Buyer's premises; and ii) proper foundations, lighting, power, water and storage facilities reasonably required. If any change in the scope of this Agreement or schedule for performance is ordered or directed by the Buyer (or any other party to the installation other than Seller) or any Force Majeure Event causes an increase in the cost or time required for Seller's performance of the work, Buyer shall make an upward equitable adjustment in the contract price or time of performance or both. Seller's additional costs, plus reasonable overhead and profit, shall be paid in full no later than 30 days from completion of such work.

**(e) COMPLIANCE WITH LAWS:** Seller's obligations are subject to the export administration and control laws and regulations of the United States and Canada. Buyer shall comply fully with such applicable laws and regulation in the export, resale or disposition of purchased products or equipment. Quotations or proposals made, and any orders accepted by Seller from a Buyer outside the United States or Canada are with the understanding that the ultimate destination of the products or equipment is the country indicated therein. Diversion of the products or equipment to any other destination contrary to the United States or Canada, as applicable, is prohibited. Accordingly, if the foregoing understanding is incorrect, or if Buyer intends to divert the products or equipment to any other destination, Buyer shall immediately inform Seller of the correct ultimate destination.

**(f) BUYER RESPONSIBILITIES:** Buyer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Seller secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Buyer and/or end user against unauthorized access. Buyer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

**(g) FORCE MAJEURE:** Seller shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Seller to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Seller, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Seller. If Seller's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Seller shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Seller is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Seller will be entitled to extend the relevant completion date by the amount of time that Seller was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Seller's cost to perform the services, Buyer is obligated to reimburse Seller for such increased costs, including, without limitation, costs incurred by Seller for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Seller in connection with the Force Majeure Event.

**(h) ONE-YEAR CLAIMS LIMITATION:** No claim or cause of action, whether known or unknown, shall be brought against Seller more than one year after the claim first arose. Except as provided for herein, Seller's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.



**Memorandum of Understanding Between Johnson Controls Inc. and Sacramento City Unified School District – February 28, 2022**

This Memorandum of Understanding (“MOU”) is entered into by Sacramento City Unified School District and Johnson Controls, Inc. (collectively, “the Parties”) as of the date of full execution of the MOU (the “Effective Date”).

1. On or around December 10, 2020, Johnson Controls, Inc. (“JCI”) and Sacramento City Unified School District (“SCUSD”) executed an agreement referencing PO Number P21-01319 (the “Agreement”) whereby JCI agreed to sell and SCUSD agreed to purchase 6000 V-Pac Self-Contained Portable Air Purification Units with UV-C Bulbs (“V-Pacs”), including lamp and filter replacement parts, manufactured by UltraViolet Devices, Inc. (“UVDI”), for use in the school district’s classrooms. The total purchase price, including freight and tax, was \$6,148,125.00.
2. SCUSD financed the V-Pac transaction with relief funding received under the American Rescue Plan (“ARP”). The ARP relief funding was designed to facilitate the SCUSD’s efforts to mitigate the spread of COVID in the classrooms, and to implement appropriate indoor air quality improvements that foster healthy learning and working environments for students and staff.
3. Due to the nature of the order, the Agreement provided that “[o]nce the order is placed at the factory, it cannot be cancelled for any reason.”
4. The Agreement required SCUSD to make a 20% down payment, including tax, of \$1,207,125.00. SCUSD made this payment on December 21, 2020. Between March and May 2021, SCUSD made 3 additional payments totaling \$2,417,227.59.
5. The total amount SCUSD has paid JCI under the Agreement to date is \$3,624,352.59. \$2,523,772.41 of the \$6,148,125.00 purchase price currently remains unpaid.
6. Of the 6,000 V-Pacs purchased by SCUSD under the Agreement, 4,993 were shipped and delivered to SCUSD. However, in May 2021, prior to the shipment of the remaining V-Pacs, SCUSD requested and JCI agreed to halt further shipments due to outstanding questions concerning the value and efficacy of the V-Pacs for classroom use.
7. Given the longstanding partnership between JCI and SCUSD, the Parties worked together to overcome the challenges involved with SCUSD’s implementation of portable air purification technology for its classrooms and find a creative solution to avoid any dispute under the Agreement.
8. The crux of the solution permits SCUSD to return the units without contractual penalty and to repurpose the ARP relief funding on similarly qualifying projects and uses, while at the same time compensating JCI for the substantial negative financial impact JCI will incur downstream in returning all of the V-Pacs to UVDI.



9. Therefore, upon signature of this Memorandum of Understanding (“MOU”), the Parties agree as follows:
- A. JCI will furnish to SCUSD a Credit Memo that provides SCUSD with a credit on its account in the amount of \$3,624,352.59 (“V-Pac Credit”). The terms of the credit memo will entitle SCUSD to apply this amount toward accounts payable to JCI with respect to future healthy building and/or pandemic-related improvements to SCUSD buildings provided by JCI. Such improvements may include, but are not limited to:
    - i. HVAC/Rooftop Unit retrofits and replacements, Economizer upgrade and installations, Metasys upgrades and migrations, installations of classroom CO2 sensors and temperature control devices, UL Safe Trace Audits (IAQ, ventilation verification, and infection control for K-12 school), mechanical services to upgrade and/or retrofit ageing equipment, and/or other healthy-building related projects, including design services of such systems.
    - ii. The cost for such improvements, including but not limited to markup on any subcontract labor, will be consistent with any state or national purchasing agreement, or other public agency agreement JCI is a signatory to, such as Sourcewell (formerly NJPA) contracts and subject to review and approval by SCUSD staff (JCI to provide “open book” pricing for staff review).
  - B. The redemption period for the V-Pac Credit (\$3,624,352.59) will be by September 30, 2022. If the V-Pac Credit is not utilized in full within the redemption period, then JCI’s release of SCUSD is void and JCI may enforce the non-cancellation provision of the Agreement and seek restocking and other downstream costs from SCUSD. For purposes of this section, the definition of “utilized in full” during the redemption period shall refer to the issuance of a new purchase order by SCUSD accepted in writing by JCI or other provision of written assurance agreed to in writing by both parties for any future healthy building and/or pandemic-related improvements described above and shall not be interpreted to require the actual completion of the new project(s) by the redemption date.
  - C. SCUSD agrees to reach an agreement with JCI in writing in which SCUSD shall commit to spending the remaining balance under the original Agreement of \$2,523,772.41 (“V-Pac Balance”) with JCI in connection with one or more future healthy building and/or pandemic-related improvements by September 30, 2022. For any such Projects, SCUSD shall be invoiced by JCI as specified under the original Agreement.
  - D. All future purchases by SCUSD from JCI under the MOU shall be subject to JCI Standard Terms and Conditions.

- E. In exchange for these terms, JCI will not enforce the non-cancellation and modification provisions of the Agreement.
- F. **Instead, JCI will coordinate** UVDI's pick-up of all V-Pacs in SCUSD's possession and the return of all such units to UVDI, at no cost to SCUSD, no later than 30 days following execution of the MOU unless extended by mutual agreement in writing
- G. Subject to SCUSD's timely redemption of the V-Pac Credit and written commitment to spend the V-Pac Balance as set forth in Sections 9.B and 9.C above, no contractual penalty will be applied in connection with SCUSD's return of the units under the Agreement.
- H. Subject to performance of the terms and conditions stated above, the Parties agree to release all claims and causes of action, whether now known or unknown, which the parties have, or might have or could have asserted, against the other, its officials, employees, insurers, Board Members, attorneys, representatives, agents, vendors, or parties otherwise associated with the Agreement or the V-Pacs. For the avoidance of doubt, the release of liability extended by SCUSD to JCI extends and applies to UVDI.
- I. Each party will be responsible for its own legal fees and costs.
- J. The execution of this MOU shall not operate as an admission of liability by either party with respect to the Agreement or the V-Pacs.
- K. Except as otherwise agreed to by the Parties or required by law, including obligations arising under the California Public Records Act (Government Code section 6250 et seq.) and the Ralph M. Brown Act (Government Code section 54950 et seq.), the Parties and their attorneys agree to keep this MOU confidential.
- L. Each side agrees they will not publicly criticize, disparage, call into disrepute or otherwise defame the other with respect to the Agreement, the V-Pacs, and this MOU. The parties will further agree to a joint statement that indicate we are maintaining our long-standing business relationship and will continue to work on solutions that are beneficial to SCUSD's students, staff and community.

SIGNATURES:

  
 \_\_\_\_\_  
 Johnson Controls Inc.

2/28/22  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Sacramento City Unified School District

2/25/22  
 \_\_\_\_\_  
 Date

| SCUSD / HVAC / Sites 10-23 |      |                     |                        | Funding source    | Funding source  |                 |      |
|----------------------------|------|---------------------|------------------------|-------------------|-----------------|-----------------|------|
| SCUSD ID                   | ID # |                     | Total site cost        | MOU Credit        | ESSER           | PO \$           | PO # |
|                            |      |                     | \$7,753,883.71         | \$3,624,352.59    |                 |                 |      |
| 0004-463                   | 10   | Alice Binery        | \$ 285,368.69          | \$ 285,368.69     | \$ -            | \$ -            |      |
| 0108-463                   | 11   | Ethel Baker         | \$ 353,658.18          | \$ 353,658.18     | \$ -            | \$ -            |      |
| 0110-463                   | 12   | Ethel Phillips      | \$ 344,499.13          | \$ 344,499.13     | \$ -            | \$ -            |      |
| 0354-463                   | 13   | Suttersville        | \$ 306,364.10          | \$ 306,364.10     | \$ -            | \$ -            |      |
| 0390-463                   | 14   | Woodbine            | \$ 307,705.57          | \$ 307,705.57     | \$ -            | \$ -            |      |
| 0183-463                   | 15   | New Joseph Bonnheim | \$ 297,605.68          | \$ 297,605.68     | \$ -            | \$ -            |      |
| 0269-463                   | 16   | Pacific             | \$ 440,072.69          | \$ 440,072.69     | \$ -            | \$ -            |      |
| 0272-463                   | 17   | Parkway             | \$ 338,438.60          | \$ 338,438.60     | \$ -            | \$ -            |      |
| 0229-463                   | 18   | Success Acadamy     | \$ 290,775.09          | \$ 290,775.09     | \$ -            | \$ -            |      |
| 0117-463                   | 19   | Fr. Ketih B Kenn    | \$ 189,734.28          | \$ 189,734.28     | \$ -            | \$ -            |      |
| 0571-463                   | 20   | Cap Cit             | \$ 191,699.76          | \$ 191,699.76     | \$ -            | \$ -            |      |
| 0520-463                   | 21   | Hiram Johnson HS    | \$ 1,319,695.95        | \$ 278,430.81     | \$ 1,041,265.14 | \$ 1,041,265.14 |      |
| 0525-463                   | 22   | JFK HS              | \$ 1,335,524.72        | \$ -              | \$ 1,335,524.72 | \$ 1,335,524.72 |      |
| 0530-463                   | 23   | Luther Burbank      | \$ 1,752,741.27        | \$ -              | \$ 1,752,741.27 | \$ 1,752,741.27 |      |
|                            |      |                     | \$ 7,753,883.71        | \$ 3,624,352.59   | \$ 4,129,531.13 | \$ 4,129,531.13 |      |
|                            |      |                     | <b>Total site cost</b> | <b>MOU Credit</b> | <b>ESSER</b>    | <b>PO \$</b>    |      |



**Solicitation Number: RFP #070121****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Johnson Controls, Inc., 5757 North Green Bay Avenue, Milwaukee, WI 53209 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for HVAC Systems and Related Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

**1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires August 12, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship for a period of one year for Equipment and Products and ninety days for Services. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

**B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Supplier will provide its standard proposal terms and conditions with specific scope for all task orders under this Contract. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

**C. SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

**D. TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

**E. GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## **7. CUSTOMER SERVICE**

**A. PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:



- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

#### **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

#### **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the

circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

### **11. INDEMNITY AND HOLD HARMLESS**

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, to the extent resulting from negligence or willful misconduct in the performance of this Contract by the Supplier or its agents or employees for third-party injury or death to person(s) or property or caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Supplier will not be liable for indirect or consequential damages. Vendor's liability to Sourcewell arising out of this Contract, with the exception of Supplier's indemnification obligations under this Section, shall not exceed amounts paid or payable under this Contract. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

### **12. GOVERNMENT DATA PRACTICES**

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

### **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

#### **A. INTELLECTUAL PROPERTY**

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

- b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
- a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws. Supplier shall have the right, at its option, to: i) make the Equipment or Products non-infringing, ii) replace the infringing Equipment or Products; or (iii) on return of the Equipment or Products by Sourcewell or the Participating Entity, Supplier will refund the amounts actually paid by Sourcewell or the Participating Entity for the infringing Equipment or Products, less depreciation over a three (3) year period. Liability for infringement under this Section excludes: (i) misuse or modification of the product by Sourcewell or the Participating Entity or its employees, agents or downstream customers, (ii) use of the product or work in combination with other materials, goods, products, or services for which the product was not intended to be used (as demonstrated by Supplier's applicable product literature), (iii) failure of Sourcewell or the Participating Entity to implement any update provided by Supplier that would have prevented the claim, (iv) work that Supplier made to Sourcewell's or the Participating Entity's specifications or designs, (v) product that is not manufactured by Supplier, and (iv) claims with respect to third party hardware or software.
5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

6. *Digital & Intellectual Property.* Use, implementation, and deployment of software and hosted software products proprietary to Supplier (“Software”) shall be subject to, and governed by, Supplier’s standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the “Software Terms”). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Supplier and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Supplier shall retain all right, title and interest in any (a) work provided to Sourcewell and any Participating Entities, including without limitation, all software source and object code, documentation, technical information or data, specifications and designs and any changes, improvements or modifications thereto (“Deliverables”), and (b) Know-How (defined below) employed by Supplier in the creation of the Deliverables or performance of the associated work, whether known to Supplier prior to, or developed or discovered or acquired in connection with, the performance of its obligations under this Contract. Ownership of all Deliverables and Know-How shall vest solely in Supplier and no Deliverables shall be deemed “works made for hire.” Without limiting the generality of the foregoing, ownership of all source files used in the course of performing all associated work shall remain the exclusive property of Supplier. For purposes of this Contract, “Know-How” means any know-how, processes, techniques, concepts, methodologies, tools, analytical approaches, database models and designs, discoveries, and ideas furnished, produced by, developed, or used by Supplier in the creation or provision of the Deliverables or in the performance of the Services, Products or Equipment, and any changes, improvements, or modifications thereto or derivatives thereof. Additional terms and conditions or other required transaction documentation related to Software Terms may be addressed directly between a Participating Entity and Supplier depending upon the Software or offering, including any applicable terms and conditions related to any Software subscriptions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

#### **15. FORCE MAJEURE**

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

#### **16. SEVERABILITY**

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

#### **17. PERFORMANCE, DEFAULT, AND REMEDIES**

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## 18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for Products-Completed operations
- \$2,000,000 general aggregate



3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or



“work” performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

## **21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 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 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 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. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. 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 C.F.R. § 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. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 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 C.F.R. § 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. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require 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). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 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 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 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. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must 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. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must 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.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

**22. CANCELLATION**

Sourcwell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcwell

Johnson Controls, Inc.

DocuSigned by:  
*Jeremy Schwartz*  
C0FD2A139D06489...

DocuSigned by:  
*Jeremy L Rainwater*  
DD49E8F7B6E24C5...

By: \_\_\_\_\_  
Jeremy Schwartz  
Title: Chief Procurement Officer

By: \_\_\_\_\_  
Jeremy L. Rainwater  
Title: VP & GM HVAC and Controls North America

10/7/2021 | 8:54 PM CDT

10/14/2021 | 5:51 PM CDT

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved:

DocuSigned by:  
*Chad Coauette*  
7E42B8F817A64CC...

By: \_\_\_\_\_  
Chad Coauette  
Title: Executive Director/CEO

10/14/2021 | 5:53 PM CDT

Date: \_\_\_\_\_

# RFP 070121 - HVAC Systems and Related Services

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## Vendor Details

Company Name: Johnson Controls, Inc.  
Does your company conduct business under any other name? If yes, please state: MD  
Address: PO Box 246  
Chesapeake City, Maryland 21915  
Contact: Tom Staves  
Email: thomas.staves@jci.com  
Phone: 443-676-8813  
Fax: 443-676-8813  
HST#: 39-0380010

## Submission Details

Created On: Thursday June 03, 2021 10:17:10  
Submitted On: Thursday July 01, 2021 10:19:53  
Submitted By: Tom Staves  
Email: thomas.staves@jci.com  
Transaction #: 3a12fdca-b2a1-4826-b500-969a9b2c8b16  
Submitter's IP Address: 104.129.195.1

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**Specifications****Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

| Line Item | Question   | Response *  |
|-----------|--|---|
| 1         | Proposer Legal Name (one legal entity only):   | Johnson Controls Inc.   |
| 2         | Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.  | Johnson Controls Canada, LP<br>Johnson Controls Security Solutions  |
| 3         | Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.   | Johnson Controls does not have any applicable assumed names.<br>Johnson Controls, Inc. has previously operated under two (2) former names:<br>1. Johnson Service Company from July 10, 1902 to November 11, 1974<br>2. Johnson Electric Service Company from July 31, 1900 to July 10, 1902 |
| 4         | Proposer Physical Address:   | 5757 North Green Bay Avenue Milwaukee, WI 53209   |
| 5         | Proposer website address (or addresses):   | www.JohnsonControls.com   |
| 6         | Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract): | Jeremy L Rainwater, VP & GM HVAC and Controls North America<br>5757 North Green Bay Avenue Milwaukee, WI 53209<br>jeremy.l.rainwater@jci.com<br>414-524-1200  |
| 7         | Proposer's primary contact for this proposal (name, title, address, email address & phone):  | Tom Staves<br>Cooperative Program Manager<br>705 Digital Drive, Suite N, LINTHICUM HEIGHTS, MD 21090-2267<br>Thomas.Staves@JCI.com<br>443-676-8813  |
| 8         | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):   | Andrew Pergande, Director Commercial Optimization<br>5757 North Green Bay Avenue Milwaukee, WI 53209<br>Andrew.Pergande@jci.com<br>414 524 6937   |

**Table 2: Company Information and Financial Strength**

| Line Item | Question | Response * |
|-----------|----------|------------|
|-----------|----------|------------|



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| 9  | Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.  | <p>Johnson Controls is a global diversified technology and multi-industrial leader serving a wide range of clients in more than 150 countries. Our Performance Infrastructure business, which operates independently, and specifically is responsible for the successful delivery of guaranteed savings projects and other alternative funding projects delivers world-class solutions that address our clients' energy and infrastructure needs. Our solutions leverage our experience from thousands of higher education projects across the country matched to the specific requirements and needs of the client and their facilities.</p> <p>Our company has its very roots in the energy efficiency business. In 1883, Warren S. Johnson, a professor at the State Normal School in Whitewater, Wisconsin, received a patent for the electric room thermostat. His invention launched the building control industry. Johnson Controls with over \$30 billion of revenue in 2017, recently Johnson Controls merged with Tyco to become a global leader in building systems, energy storage, and integrated security and fire.</p> <p>Johnson Controls is a pioneer in developing performance contracting as a viable means by which to update facilities and make them more cost-effective to operate. We have implemented more than 3,000 performance contracting agreements – all with guaranteed savings since 1983.</p> <p>Core Values, Business Philosophy Johnson Controls Values:<br/> <b>INTEGRITY FIRST:</b> We promise honesty and transparency. We uphold the highest standards of integrity and honor the commitments we make.<br/> <b>PURPOSE LED:</b> We believe in doing well by doing good and hold ourselves accountable to make the world a better place through the solutions we provide, our engagement in society, the way we do business, and our commitment to protect people and the environment.<br/> <b>CUSTOMER DRIVEN:</b> We win when our customers win. Our long-term strategic relationships provide unique insights and the ability to deliver exceptional customer experiences and solutions.<br/> <b>FUTURE FOCUSED:</b> Our culture of innovation and continuous improvement drives us to solve today's challenges while constantly asking 'what's next.'<br/> <b>ONE TEAM:</b> We are one team, dedicated to working collaboratively together to create purposeful solutions that propel the world forward.</p> <p>Industry Longevity Related To The Requested Equipment:<br/> Johnson Controls paints an impressive picture, with 130+ years of innovation and over four million customers. Johnson Controls is a global diversified technology and multi-industrial leader serving a wide range of customers. Our commitment to sustainability dates back to our roots in 1885, with the invention of the first electric room thermostat. Johnson is committed to helping our customers win and creating greater value for all of our stakeholders through a strategic focus on buildings and energy growth platforms.</p> <p>Products Or Services<br/> Johnson Controls offers best-in-class technologies, products, installation, and service capabilities across building management, fire, security, sensors/controls, HVAC, industrial refrigeration, and energy storage solutions. Our offering includes total support for all fire alarm, fire detection, fire protection, integrated security, HVAC, Building Controls, healthcare communications, and sound/communications needs. Our capabilities include design, engineering development, integration, installation, project management, programming, testing, commissioning, training, warranty support, and post-warranty service. Our Technicians are highly trained and use state-of-the-art test equipment to ensure high-quality results and are trained to perform related repairs, in addition to inspections and responding to emergency maintenance requirements. Our life safety services are "Best-Value" for the following reasons:<br/> - Specialized inspection teams trained to identify and correct problems before they occur, thus preventing costly nuisance alarms and unnecessary downtime.<br/> - Experienced technicians ensure that repairs are done right and promptly. Standardized reporting and documentation.<br/> - Customized service plans to meet any customer's needs.<br/> Our organization provides local support from our North American network of over 150 local offices in the United States and Canada. Each office functions as a "one-stop-shop" providing parts, supplies, and equipment specific to each of the clients it serves.</p> |
| 10 | What are your company's expectations in the event of an award?  | Johnson Controls expects to build upon our previous contract 030817-JHN successes. Though we had tremendous adoption by our sales teams, there is still much work that needs to be done to maximize the sales potential including launching Canada. We are looking to add additional personnel to our corporate sales team to manage field training, business development, and direct sales. An annual budget has been submitted to assist in the development of additional collateral and E-marketing campaigns and plans to attend local/ regional trade shows to promote our participation in the program.   |
| 11 | Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.  | Johnson Controls Inc is a wholly-owned indirect subsidiary of Johnson Controls International plc, a publicly owned company listed on the New York Stock Exchange (ticker: JCI). As a wholly-owned subsidiary, Johnson Controls Inc's financial results are consolidated in the financial statements of Johnson Controls International plc. In Fiscal Year 2020, Johnson Controls saw net revenue of \$22.3 billion with positive cashflow. Johnson Controls enjoys a strong balance sheet with \$10 billion in assets against \$8.2 billion in total liabilities. Total shareholders' equity was \$17.4 billion for FY 2020. We have provided the Johnson Controls 2020 Annual Report, credit and bond ratings, letters of credit, and detailed reference letters   |
| 12 | What is your US market share for the solutions that you are proposing?  | <p>Johnson Controls does not divulge market share for equipment categories, however, we can report on our North American market share for the following services:</p> <ul style="list-style-type: none"> <li>- Energy Saving Performance Contracting: 14%</li> <li>- P3: 36%</li> <li>- Service and Maintenance: 3%</li> </ul> <p>These values include both the US and Canada.</p>  |
| 13 | What is your Canadian market share for the solutions that you are proposing?  | See answer to question 12.  |
| 14 | Has your business ever petitioned for bankruptcy protection? If so, explain in detail.  | Johnson Controls has never petitioned for bankruptcy protection.  |
| 15 | <p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p> | B) Johnson Controls is a manufacturer and service provider with an extensive network of sales and service branches that are 100% company-owned. The branch network provides equipment, installation, and service for HVAC, security, fire, and Performance Contracting (PC) needs.  |

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| 16 | If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP. | <p>When selecting a company to provide HVAC systems and service, you want to choose a proven contractor that is responsible, experienced, and has employees with the expertise and knowledge to work efficiently and help you make the best choices for your facilities.</p> <p>In addition to professional licenses in all 50 states and 10 Canadian Provinces, our team members hold licenses, certifications, and accreditations by various professional organizations. Professional certification or accreditation indicates a certain proven amount of knowledge and experience in a particular subject area.</p> <p>To earn many of these credentials (e.g., LEED Accredited Professional), applicants are required to have experience in the field as well as pass a comprehensive examination administered by a third party. By regularly maintaining their certifications, our employees ensure they continue their education and keep pace with industry trends and standards.</p> <p>Please see the "Johnson Controls Certification Table" uploaded as a separate file. This table identifies just a few of the professional certifications held by Johnson Controls team members, relevant to HVAC equipment and services and energy efficiency projects. Beyond the dedicated resources for a project, our team can seek additional support from a variety of certified professionals at the regional and national level, as represented here.</p> |
| 17 | Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.  | Johnson Controls has been in business for well over 100 years and operates from about 120 offices in all North America. To the best of our knowledge and information, neither company, as a corporate entity, nor any of its branch or satellite offices have been suspended or debarred by any federal, state, provincial, or municipal public agency.   |

**Table 3: Industry Recognition & Marketplace Success**

| Line Item | Question | Response * |
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| 18 | Describe any relevant industry awards or recognition that your company has received in the past five years  | <p>Our organization participates in a wide range of activities and has been recognized in several unique areas. The following information highlights some key examples.</p> <p><b>SUSTAINABILITY AND CORPORATE SOCIAL RESPONSIBILITY</b><br/>                 2019 World's Most Ethical Company<br/>                 12 selections since 2007 (March 2020, selected for the 13th time) Ethisphere Magazine<br/>                 100 Best Corporate Citizens, 2019<br/>                 Transparency and social responsibility, since 2006<br/>                 Corporate Responsibility Magazine<br/>                 2019 Best Corporate Citizens<br/>                 Community involvement, environmental impact, and fair employee treatment.<br/>                 Forbes Magazine<br/>                 Change the World, 2018<br/>                 Companies that are doing well by doing good<br/>                 Fortune Magazine<br/>                 AAA Rating<br/>                 Environmental, social, and governance MSCI Socially Responsible Indices Carbon Clean 200<br/>                 Biggest public companies ranked by green energy revenues<br/>                 Corporate Knights and As You Sow<br/>                 Energy Star Most Efficient 2020 Most efficient products<br/>                 Energy Star<br/>                 Environmental Leader Project of the Year<br/>                 For partnership with The University of Hawai'i (UH) Maui College Environmental Leader and Energy Manager Today<br/>                 Top Project Judges' Choice Award for its impressive strides in sustainability and renewable energy<br/>                 Environmental Leader and Energy Manager Today<br/>                 Environment + Energy Leader 100<br/>                 Terrill Laughton, VP, and GM of Energy Optimization and Connected Equipment Environmental Leader and Energy Manager Today</p> <p><b>INNOVATION</b><br/>                 Johnson Controls Top 100 Global Innovators, 5-time winner<br/>                 Most innovative corporations and institutions in the world, 2016, 2017, 2019, 2019,2020<br/>                 Clarivate Analytics<br/>                 Overall IoT Company of the Year, 2020<br/>                 Top companies, technologies, and products in the global Internet of Things (IoT) market<br/>                 IoT Breakthrough<br/>                 Most Intelligent Building – Corporate Headquarters (Bee'ah's new headquarters in the UAE)<br/>                 Optimize energy efficiency, make the best use of available space and help the building's occupants be more productive<br/>                 Digie Award</p> <p><b>QUALITY / PRODUCTS</b><br/>                 Our organization participates in a wide range of activities and has been recognized in several unique areas. The following information highlights some key examples.<br/>                 Humanitarian Award, 2019<br/>                 Fire Commissioner's Humanitarian Award<br/>                 Fire Department of the City of New York Foundation Sustainability Product of the Year<br/>                 The YORK® Mission Critical Direct Evaporative Cooling Air Handling Unit in the 2019 Sustainability Awards. The awards honor those who have made sustainability an integral part of their business practice.<br/>                 The Business Intelligence Group<br/>                 Edison Award<br/>                 Environmentally Friendly Solutions sub-category of the Energy and Sustainability award category<br/>                 The Edison Awards annually honor excellence in human-centered design and innovation<br/>                 Five honors in the 2019 Brandon Hall Group Human Capital Management Excellence Awards<br/>                 Innovative learning solutions and sales training programs that help improve the human capital management space, achieve results and provide meaningful careers<br/>                 Brandon Hall Group<br/>                 YORK® YHAU CGN Absorption Chiller – Heater<br/>                 Use of a natural refrigerant (water) that offers zero ozone depletion and global warming potential<br/>                 New Products for Engineers<br/>                 2018 IW Best Plants Winner, Norman OK plant<br/>                 Operational excellence<br/>                 Industry Week<br/>                 Four 2019 World Class Briefing Awards for its excellence in management, planning, customer experience, and measurement<br/>                 Association of Briefing Program Managers<br/>                 Most Intelligent Building – Corporate Headquarters (Bee'ah's new headquarters in the UAE)<br/>                 Optimize energy efficiency, make the best use of available space and help the building's occupants be more productive<br/>                 Digie Award</p> <p><b>WORKFORCE DIVERSITY</b><br/>                 Grady Crosby, vice president of public affairs and chief diversity officer honored with the 2019 Business Champion award<br/>                 Commitment to creating a diverse and inclusive workforce<br/>                 African American Chamber of Commerce<br/>                 Top 50 Employers for Women Engineers, 2019<br/>                 Readers of Woman Engineer were asked to name the employers for whom they would most like to work or that they believe would provide a positive working environment for women<br/>                 Women Engineer<br/>                 50 Best Companies for Diversity Dec. 2018<br/>                 Black Enterprise Magazine Top Employer – China, 2019<br/>                 For exceptional employee conditions, nurturing and developing talent throughout all levels of the organization and striving to optimize its employment practices and to develop its employees<br/>                 Top Employers Institute, China 2019<br/>                 Best of the Best for U.S. Veterans<br/>                 Top Veteran-Friendly Companies<br/>                 U.S. Veteran's Magazine<br/>                 2019 Sustainability Awards and Recognition does not include most recognition bestowed to specific locations and individual employees by organizations around the world for our employees' work to build a sustainable world and does not include sustainability indices to which Johnson Controls was named. This list is representative but not exhaustive of global sustainability honors and awards.</p> |
| 19 | What percentage of your sales are to the governmental sector in the past three years  | 26%  |
| 20 | What percentage of your sales are to the education sector in the past three years   | 18%  |
| 21 | List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years? | NCPA - \$3,865,224<br>TIPS - \$2,281,196<br>NASPO - \$6,036,765<br>OMNIA - \$1,500,000 (1st yr of agreement)   |

|    |  |   |   |
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| 22 | List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years? | GSA - 084 190CA \$11,680,149<br>GSA-03FAC 0060P \$5,131,971 | * |
|----|--|---|---|

**Table 4: References/Testimonials**

**Line Item 23.** Supply reference information from three customers who are eligible to be Sourcewell participating entities.

| Entity Name *              | Contact Name *  | Phone Number *                                      |   |
|----------------------------|-----------------|---|---|
| Brainerd Public Schools    | Earl Wolleat    | 218-454-6906<br>earl.wolleat@isd181.org             | * |
| Castlewood School District | Dawn Wiersma    | 605-793-2351<br>dawn.wiersma@k12.sd.us              | * |
| Watertown School District  | Heidi Clausen   | 605-882-6314<br>heidi.clausen@k12.sd.us             | * |
| Fort Bend County           | Taral Patel     | 281-341-8608<br>taral.patel@fortbendcountytexas.gov |   |
| Marshall County            | Roger Haugtvedt | 218-745-4951<br>rodger.haugtvedt@co.marshall.mn.us  |   |

**Table 5: Top Five Government or Education Customers**

**Line Item 24.** Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

| Entity Name                                  | Entity Type * | State / Province *             | Scope of Work *  | Size of Transactions *      | Dollar Volume Past Three Years * |   |
|--|---------------|--------------------------------|--|-----------------------------|----------------------------------|---|
| Western Regional Integrated Health Authority | Government    | NL - Newfoundland and Labrador | P3, service, controls  | \$322.00 – \$109,274,268.00 | \$109.3M                         | * |
| Corvias Group - Public Housing               | Government    | Florida - FL                   | Work for this entity took place in multiple states.<br>Performance Contracting infrastructure improvements | \$61,531 – \$43,968,914     | \$97M                            | * |
| CUNY - The City University of New York       | Education     | New York - NY                  | Service, Chiller plant upgrade, hot water BMS extension, security cameras, various infrastructure upgrades | \$5,620 – \$24,724,109      | \$35.9M                          | * |
| City of Toledo                               | Government    | Ohio - OH                      | Performance Contract, various HVAC upgrades, automated meters, controls, service                           | \$334 - \$75,390,135        | \$75.9M                          | * |
| School District of Philadelphia              | Education     | Pennsylvania - PA              | Performance Contract, fire alarm, controls, various mechanical HVAC equipment upgrades                     | \$3,986 - \$24,000,000      | \$64.4M                          | * |

**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

| Line Item | Question   | Response *  |
|-----------|--|---|
| 25        | Sales force.   | Johnson Controls has 1740 sales personnel in North America working out of more than 160 branch offices. Our sales professionals are full-time employees. Most of the North American employees are full time with less than 1.5% being temporary or part-time.   |
| 26        | Dealer network or other distribution methods.  | Johnson Controls, Inc. does utilize a minimal amount of Agents at strategic locations throughout the USA. These Agents will be required to work through a local branch when using the Sourcewell contract to ensure pricing integrity and contract compliance. For those dealers that eventually want to sell direct, they will be required to go through a training program and a contract modification will be submitted to add them as an approved Dealer/Agent.   |
| 27        | Service force.   | As mentioned previously, we understand the importance of having a local presence in the communities we serve. This is why we have over 4,800 front-line service providers nationwide in over 160 branch locations. These service providers are direct employees of Johnson Controls.  |
| 28        | Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.  | <p>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. In most North American locations, we have the capability to answer emergency calls within two hours of the original call if required by the customer. Once issues are logged via our 24-hour emergency number, a record of the emergency is made for tracking purposes, and a service team member or members will be dispatched to the site of the issue.</p> <p>We also provide next-day service for routine service calls. We guarantee to answer emergency calls within 24 hours of your call and have technicians available 24-hours a day, seven days a week.</p> <p>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.</p> <p>Some very remote locations may be more than 2-hours away from a service branch. In those cases, we may install additional technology to enable us to detect, analyze, and possibly remedy problems remotely. Another option is establishing a connection to our Remote Operations Center who can then detect, report, and fix problems as they occur. In some cases, we have subcontracted with a local firm that can provide service within the 2-hour window.</p> <p>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 systems, 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 the community of a local service provider.</p> <p>The Johnson Controls E-Service tool provides a customer portal where Sourcewell members can access information related to their building(s) and service jobs, including details about service history, service requests, agreements, and invoices. From the main portal page, they can also review news articles and connect directly to various offerings.</p> <p>Our service branches are certified to service a wide range of facility infrastructures including the following:</p> <ul style="list-style-type: none"> <li>Building automation control systems</li> <li>Chiller and refrigeration equipment</li> <li>Boilers and associated heating systems</li> <li>Air handling equipment and large fans</li> <li>Hydronic equipment including pumps and cooling towers</li> <li>Pneumatic air systems (control and process)</li> <li>Fire alarm systems</li> <li>Security and card access control systems</li> <li>Low and high voltage electrical systems</li> <li>Packaged rooftop units and unitary heat/cooling equipment</li> </ul> <p>Maintenance</p> <p>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 a 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.</p> <p>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 is equally important in a successful strategy.</p> <p>Reactive Maintenance<br/>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>Predictive Maintenance<br/>Checking the condition of the equipment as it operates. Equipment conditions, rather than time intervals, determine the need for service.</p> <p>Preventative Maintenance<br/>Scheduling maintenance at specific times offers the first line of defense against failure.</p> <p>Proactive Maintenance<br/>Addresses root causes identified by predictive methods. It isolates and corrects the sources of failure altogether.</p> |
| 29        | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.   | Johnson Controls will support all geographic areas and market sectors of the United States through the proposed contract. We will be offering and promoting an awarded contract to all Sourcewell member segments and verticals through the proposed contract.  |
| 30        | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.  | Johnson Controls frequently provides products and services to customers in Canada, and will gladly support Sourcewell Canadian members. We have successfully managed, engineered, and implemented more than \$550 million in performance contract projects across Canada, which represents over \$600 million in guaranteed savings. We have 20 branch offices located throughout Canada, which enables us to provide HVAC systems and services to all provinces, Yukon Territory, the Northwest Territories, and Nunavut.  |
| 31        | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.   | Johnson Controls can service all geographic areas of the United States and all Sourcewell Member sectors. We have an international presence and an extensive presence in the United States and Canada. We provide HVAC systems and services to all markets and sectors and have entire teams dedicated to State Government, Higher Education, K-12 Schools and Districts, Local Government, Federal Government, Healthcare, and Public Housing.   |
| 32        | Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract? | Johnson Controls, Inc. can service all geographic areas in North America across all entity sectors with no limitations.   |
| 33        | Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.   | Johnson Controls operates offices located in HI, AK, and US Territories. There will not be any additional charges to service customers located within these areas unless they are more than our standard branch response area of 1 hours' travel from the nearest Johnson Controls office.  |

**Table 7: Marketing Plan**

| Line Item | Question   | Response *   |
|-----------|--|--|
| 34        | Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response. | <p>Our proposed Sourcewell marketing plan includes a coordinated effort between Johnson Controls and Sourcewell. We will continue to market the SOURCEWELL program both internally and externally via our corporate websites. Brochures will be dispensed in both hard copy and electronic format. Our team's Cooperative Program Manager, Mr. Tom Staves, will continue to oversee the program. Mr. Staves will be responsible for driving growth. He will be assisted by the following personnel who have also been supporting Sourcewell in the past. The following sales personnel will assist with the training, promotion, and direct sales to SOURCEWELL clients:</p> <p>Ms. Mary Beth Alexander - Business Development Mgr.<br/>                     Ms. Melanie LeClair - Business Development Mgr.<br/>                     Ms. Hayley Nitschke - Marketing</p> <p>The Sourcewell Logo will be added to tradeshow banners and promoted locally and nationally via numerous tradeshows our personnel attends throughout the year. We will continue to promote Sourcewell via our website. We will also distribute a form to clients. The form will be used to request additional information or schedule a meeting with a sales representative.</p>   |
| 35        | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.  | <p>We use a variety of electronic platforms to ensure contract awareness and to continually educate customers on life safety in general. Some current updates that are in process include; having a strong digital component to our advertising program that includes pay-per-click advertising. Online banner advertising, e-newsletters, links to JohnsonControls.com from key websites. We continue to make significant investments in redesigning our website and implementing marketing automation software that integrates with salesforce.com.</p> <ul style="list-style-type: none"> <li>• Update our existing customer database files for known Sourcewell members</li> <li>• Continuous refresh/updates to the Internet (as stated, there will be a dedicated page to Sourcewell)</li> <li>• Conduct Emailer campaigns</li> <li>• We have launched a very successful webinar series "Learn from the Leader" that takes on a new industry-related topic once per quarter. Free for all that attend.</li> <li>• All Sourcewell customers will have access to Service Channel. A dedicated secure portal where inspection reports, will be uploaded, service calls can be placed, and can even check on the time until the technician arrives.</li> <li>• Will promote via newsletter and corporate announcement</li> </ul> |
| 36        | In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?                                | <p>Johnson Controls entities have had tremendous success with our previous Sourcewell awards. As you see we have many of the same customers still with us under Sourcewell and have greatly expanded the program. We continue to make improvements and build upon past successes and learn from our experiences. Affiliated companies including Johnson Controls Security Solutions, Johnson Controls Canada LP, and Tyco Integrated Fire and Security have the benefit of working from procedures that have been established by Johnson Controls Fire Protection.</p> <p>Our team is driven to provide efficient public service through our national contract purchasing solutions and other related programs. We are only able to do this as we work together; to create a unified purchasing alliance that is valued by both Sourcewell Members and contracted suppliers.</p> <p>We understand our sales staff will be responsible for the majority of the marketing responsibilities for this contract. We are positioned to continue to work together to support a wide range of Sourcewell clients.</p>  |
| 37        | Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.            | <p>Most of our products are designed, developed, and integrated to meet specific customer needs. SSNA products and services are purchased primarily through our local branch network.</p>  |

**Table 8: Value-Added Attributes**

| Line Item | Question   | Response *   |
|-----------|--|--|
| 38        | Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply. | <p>By partnering with Johnson Controls, Sourcewell members will have the ability to customize training to meet their needs. Our programs can be comprehensive to increase the self-sufficiency of staff or more focused to develop competencies where needed. We design our training programs in conjunction with our service offerings to protect customer investments while maximizing the efficiency of their operations. Through continuous support and professional development, we align our services with their mission.</p> <p>To create a truly focused learning experience, we carefully customize our training programs to align with your goals and objectives. To help determine what training will be required for your staff, we will work with you through a series of brief interviews and simple tests with representatives from maintenance supervisors, maintenance staff, facilities engineering, and quality control. The program steps include the following:</p> <ul style="list-style-type: none"> <li>Define current maintenance and operating procedures</li> <li>Define required maintenance and operating procedures required for new equipment</li> <li>Review training options with plant engineering and maintenance</li> <li>Determine and organize training programs, based on need and skill level, for functional groups within the facility (supervisors, maintenance staff, custodial, etc.)</li> <li>Perform training with each group using a mix of theory, hands-on practice, and maintenance manual application</li> <li>Record each session for future use by staff</li> <li>On a regular basis, repeat and redesign new needs and re-establish competency on old ones</li> </ul> <p>Johnson Controls Institute<br/>                     Professional instructors with industry experience, state-of-the-art equipment, and hands-on lab activities are hallmarks of the Johnson Controls Training Institute experience. The Institute has been widely regarded as one of the best educational sources in the building environments industry since its establishment in 1947. Each year, more than 4,000 clients and employees attend courses at our institute.</p> <p>Training is available on-site or at one of our many training centers across the U.S. On-site training features hands-on training on your own equipment. For a listing of courses, please visit our website at <a href="http://www.johnsoncontrols.com">www.johnsoncontrols.com</a>.</p> <p>Packaged Training Programs<br/>                     We realize that off-site classroom instruction is not always practical. For that reason, the Institute produces several packaged training programs to assist our clients. Convenient and effective in-house training is possible through a variety of instructional videotapes, sound/slide, and computer-based training programs produced by the Institute.</p> <p>The computer-based training programs use the power and flexibility of the computer to deliver an interactive learning experience. Interacting one-on-one with the computer, the student can gain a better working knowledge of HVAC systems, energy management concepts, and facilities management system operation. The student can review each modular lesson after the initial learning experience to refresh skills as needed.</p> <p>Branch and On-Site Instruction<br/>                     Because branch training can provide a more convenient and cost-effective alternative to our standard Institute locations, we have converted many of our more popular courses to branch training programs. We can also conduct select courses using remote seminars that allow group training of the client's facilities, systems, and equipment. On-staff Johnson Controls Institute instructors teach the remote seminars at client sites, our offices, or another convenient location depending on the needs of the client group. We use portable equipment simulators that enable employees to practice without jeopardizing building operations.</p> <p>Another option for on-site instruction is on-the-job training, which allows our engineers, technicians, and mechanics to provide instruction at your facilities. This training is excellent for practical and productive learning. Materials include course handbooks, on-site laboratory sessions, and examinations. Typical topics include energy management, HVAC systems maintenance, and facility management system operation. Finally, phone support and technical assistance are always available over the phone or during our normal client service visits.</p> |



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|----|---|--|
| 39 | Describe any technological advances that your proposed products or services offer.  | <p>Our latest technology deployment is OpenBlue, which is further described in Question 70. It is a complete suite of connected solutions that deliver impactful sustainability, new occupant experiences, and respectful safety and security that combines our 135 years of building expertise with cutting-edge technology. OpenBlue features a suite of tailored, AI-powered service solutions such as remote diagnostics, predictive maintenance, compliance monitoring, advanced risk assessments, and more.</p> <p>One of our more powerful and popular technological advances is our Connected Services. All microprocessor-based York chillers can be connected to our Remote Operations Center and monitored 24/7. This information will better prepare our chiller technicians during their service visits and alert them during abnormal operating conditions. Our team will truly be connected to your member's operations resulting in improved performance.</p> <p>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.</p> <p>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.</p> <p>This application also allows our customers to sign off on completed work, which is immediately available for viewing on the Customer Portal. This tool also gives our technicians access to the internet for updated information on third-party equipment and Johnson Controls compiled database on third-party equipment.</p>   |
| 40 | Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.   | <p>At Johnson Controls, we've been dedicated to protecting the environment since our invention of the electric thermostat in 1885, which provided a fundamental shift in the energy efficiency of buildings. Now, all over the world, our products and services empower customers and communities to consume less energy and conserve resources.</p> <p><b>Our Objectives</b><br/>Sustainability is an integral part of our vision and values. Our environmental efforts are conducted with the following objectives in mind:</p> <ul style="list-style-type: none"> <li>• Supporting our company's growth and exceeding our customers' increasing expectations for more sustainable products and services.</li> <li>• Fostering a culture of sustainability that engages and attracts people who want to make a difference.</li> <li>• Improving our operational efficiency, including lowering costs and reducing the environmental footprint of our operations and supply chain.</li> <li>• Expanding engagement with our stakeholders on environmental issues, including leading in global partnerships that increase the scale of our sustainability impact.</li> <li>• Demonstrating our commitment from the top, including the continued integration of sustainability into company goals and decision-making.</li> </ul> <p><b>Our Accomplishments</b><br/>Across our organization, we seek to continuously improve in our environmental work. We're proud and fortunate to have been included in more than 40 prestigious sustainability indexes in recent years.</p> <p>2020 World's Most Ethical Company. Our 13th year in a row to be so recognized—a record only 7 companies worldwide have ever achieved.</p> <p>100 Best Corporate Citizens, 2020. We achieved the rank of #3 in our category and #18 overall among the 100 Best Corporate Citizens for 2020, for environmental, social, and governance (ESG) transparency and performance. We were up against 1000 of the biggest companies in the US to achieve this ranking.</p> <p>MSCI AAA Status. This is Morgan Stanley's sustainability index. Only 5% of companies achieve AAA.</p> <p>S&amp;P 500 ESG Index. Even at a time when companies like Walmart, Twitter, and Honeywell were dropped from the S&amp;P index, we maintained our spot. We are included in the Dow Jones Sustainability Index as well.</p> <p>Here are just some of the reasons why we've received this recognition:</p> <ul style="list-style-type: none"> <li>• From 2002 through 2017, we are proud to have reduced our energy intensity by 47 percent and our greenhouse gas intensity by 41 percent.</li> <li>• Our efforts align with the United Nations Sustainable Development Goals, a universal call to action to end poverty, protect the planet and ensure that all people enjoy peace and prosperity.</li> <li>• We always strive to do more, which is why in 2017 we adopted a new 2025 Sustainability Strategy. 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 are committing to new, ambitious 2025 goals related to greenhouse gas emissions, energy, water, waste, safety, and diversity from a 2017 baseline.</li> </ul> |
| 41 | Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors. | <p>We are unaware of the Certification of independent products, however, Johnson Controls uses third-party software Process Map for our Environmental, Health, and Safety Information System (EHSIS) to track environment, health, and safety data from facilities worldwide. Data are reviewed routinely by qualified personnel, including the regular use of an internal audit process to check not only data in the system but also site-level checks of original records and other aspects. At times, we engage assistance from third-party environmental, health and safety, and ISO consultants for site-specific audits. This includes using, for some sites, certified registrars to validate and certify our operations to various quality, environmental, six sigma, and safety standards, e.g., ISO 9000, ISO 14001, OHSAS 18001. Additionally, filings with environmental, health and safety, and other regulatory agencies are routinely checked internally and by the applicable regulatory agency.</p>  |
| 42 | Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.    | <p>Johnson Controls is a leader in supplier diversity. Since 1993, we have spent more than \$22 billion with certified women- and minority-owned suppliers. Globally, we have included more than 300 diverse and historically underutilized companies into more than 30 product and service procurement categories to support our customer solutions.</p> <p>Johnson Controls' supplier diversity program is successful because of accountability, training, and supplier diversity processes that extend into our customer and supplier networks.</p> <p>Supplier diversity is approached as a discipline that is not confined to one department, geography, or an elite group of star performers. All of the operational, commercial, and advanced supplier diversity activities are tied together with standardized processes company-wide.</p>   |

|    |   |   |
|----|---|---|
| 43 | <p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p> | <p>Sourcewell members can ensure their project produces significant energy savings and the highest return on investment by selecting a company with extensive HVAC System and Service experience and a nationwide branch network that ensures expert local service in every market in North America.</p> <p>Unparalleled Experience</p> <p>By selecting Johnson Controls, Inc. (Johnson Controls), Sourcewell members will engage an industry leader that has implemented over 3,000 ESPC projects over the past 30+ years and helped pioneer the ESPC industry in the 1980s. We are the national leader in HVAC Systems and services with a greater market share and more experience than any of our competitors. We currently hold over \$6 billion in performance-based guarantees through approximately 615 projects across North America.</p> <p>This experience ensures that Sourcewell members can realize a high-performance project that is designed, implemented, commissioned, and serviced by reliable experts that have successfully installed and service HVAC systems for other K- 12, higher-education, state, and local government bodies.</p> <p>We offer our customers the reliability and financial stability of a Fortune 100 company. Our sales for the fiscal year 2015 totaled \$37.2 billion. Our financial muscle is balanced by a strong code of ethics. For the tenth year in a row, Johnson Controls has been named one of the "World's Most Ethical Companies" by the Ethisphere Institute. Corporate Responsibility Magazine has also recognized Johnson Controls as the #14 company in its annual "100 Best Corporate Citizens" list.</p> <p>Our long history and proven capabilities illustrate that we can perform all phases of any project and provide Sourcewell member entities with the best value through equipment upgrades, equipment maintenance, and service, training, or any combination of service that you require.</p> <p>We Are Where You Are</p> <p>Our field service branch network of 4,500 front-line service providers in over 160 branch locations shows that although Johnson Controls has a large national and international footprint, we understand the importance of having a local presence in the communities we serve.</p> <p>Our extensive branch network is 100% company-owned and operated, which enables us to share resources, expertise, innovations, and corporate values throughout the entire branch network. This enables all of our branch employees to benefit from the experience and lessons learned on projects we perform across the nation and around the world. No other Energy Services Company (ESCO) has a similar network.</p> <p>By investing in local branch locations, we enable local decision-making authority that makes it easier to respond to the needs of customers in a timely manner. Our investment also helps support the communities where we live and work.</p> <p>Flexibility and Consistency</p> <p>Sourcewell members can benefit from our established and uniform development and implementation approaches that provide a consistent level of service and expedited delivery. We will apply the same management approach at a small-town school district, as we will for a world-renowned University or large state customer with highly dispersed facilities. This ensures that each project meets our standards of quality, safety, and maximum return on investment for our customers.</p> <p>With a large number of resources available to our teams, we are able to provide projects with additional staff to meet aggressive deadlines. Additionally, our ability to streamline the development, procurement, and implementation processes ensure faster upgrades of facilities so our customers will realize savings sooner.</p> <p>Safety</p> <p>At Johnson Controls, we realize safety is just as important to you as it is to us. From onsite field employees to corporate offices, safety is built into all the services we provide.</p> <p>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.</p> <p>Commitment to Diversity</p> <p>For any project we undertake, we endeavor to maximize participation from minority-owned and Historically Underutilized Businesses (HUBs). This is an increasingly important goal for many of our customers and benefits Johnson Controls by expanding our pool of available talent in each marketplace.</p> <p>We have more than 700 diverse suppliers representing more than 50 product and service categories. Approximately 7% of Johnson Controls' outside purchases are made with diverse suppliers and contractors with minority purchases making up approximately 80% of the spend. The remaining external purchases are from women-owned firms and firms designated by government agencies as small or disadvantaged businesses.</p> <p>Because of these efforts, Johnson Controls has joined the elite Billion Dollar Roundtable, an organization comprised of only 24 U.S. corporations that spend more than \$1 billion annually with minority- and women-owned businesses.</p> <p>Commitment to Sustainability</p> <p>Sustainability is a cornerstone of our business. We create sustainable solutions through all of our workstreams and practice what we preach as a corporation. Our corporate headquarters campus in Glendale, Wisconsin represents the largest concentration of LEED Platinum buildings with four awarded buildings in one site.</p> <p>Since 2002, we have publicly 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 2015 Sustainability Report is available for you to view online at:</p> <p><a href="http://www.johnsoncontrols.com/corporate-sustainability/reporting-and-policies/business-and-sustainability-report/environmental-leadership">http://www.johnsoncontrols.com/corporate-sustainability/reporting-and-policies/business-and-sustainability-report/environmental-leadership</a></p> |
|----|---|---|



**Table 9A: Warranty**

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

| Line Item | Question  | Response *  |
|-----------|---|---|
| 44        | Do your warranties cover all products, parts, and labor?  | Our warranty structure is set forth to protect our clients against faulty products installed by or workmanship completed by our personnel. Our warranties cover all products, parts, and labor associated with the Johnson Controls installed or serviced system.   |
| 45        | Do your warranties impose usage restrictions or other limitations that adversely affect coverage?   | There are no usage limitations in our warranty system for Johnson Controls installed or serviced systems.   |
| 46        | Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?   | Technician travel time and mileage to perform warranty repairs are covered under our warranty program.  |
| 47        | Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair? | Due to the presence of our company-owned district offices throughout North America, we are not aware of any geographic region where we cannot provide warranty repair services.   |
| 48        | Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?  | As indicated above, our policy states we will warranty a system installed by our technicians for a period of 1 year from the date of the customer's beneficial use. Service parts carry a 90-day warranty from the date of installation by a qualified technician. Different manufacturers may offer their own equipment warranties that cover the replacement cost of specific system components   |
| 49        | What are your proposed exchange and return programs and policies?   | According to the specific terms of each client's agreement, we can exchange a faulty piece of equipment or system component under warranty for its current equivalent. Equipment that cannot be repaired, or that is part of a legacy system no longer supported, will be replaced at the client's request.   |
| 50        | Describe any service contract options for the items included in your proposal.  | <p><b>Maintenance</b><br/> 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 a 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.</p> <p>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 is equally important in a successful strategy.</p> <p><b>Reactive Maintenance</b><br/> 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><b>Predictive Maintenance</b><br/> Checking the condition of the equipment as it operates. Equipment conditions, rather than time intervals, determine the need for service.</p> <p><b>Preventative Maintenance</b><br/> Scheduling maintenance at specific times offers the first line of defense against failure.</p> <p><b>Proactive Maintenance</b><br/> Addresses root causes identified by predictive methods. It isolates and corrects the sources of failure altogether.</p> |

**Table 9B: Performance Standards or Guarantees**

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

| Line Item | Question   | Response *  |
|-----------|--|---|
| 51        | Describe any performance standards or guarantees that apply to your services                             | <p>Johnson Controls utilizes a total quality management approach across Canada and throughout North America. Johnson Controls develops a clear picture of our customer's definition of quality service, from that we generate a defined set of objectives that form the basis of our performance standard.</p> <p>This method will ensure that Johnson Controls clearly understands and proactively participates in exceeding all of a customer's goals, and in our ability in achieving your expectations for customer satisfaction.</p> <p>Johnson Controls team and individual performance goals are set to a level exceeding the customer's acceptable performance standard. Performance evaluations are based on the team's success in achieving overall project goals; thus, teams are motivated to apply persistent, dedicated, and focused effort to overachieve their goals.</p> <p>Our Performance Infrastructure team provides guarantees for our Performance Contracting projects.</p> <p>For a Performance Contract, Johnson Controls guarantees the savings amount in the contract.</p> <ul style="list-style-type: none"> <li>- We begin monitoring the savings performance at the onset of the construction period and continue throughout the guarantee period. At the same time, we suggest and implement operational enhancements to fine-tune the overall performance.</li> <li>- We monitor savings during the year, produce scheduled reports that describe the results and reconcile the guarantee at the end of each year (or as dictated by the M&amp;V plan).</li> <li>- If the dollar savings are equal to or greater than the guarantee amount, customers receive all of the excess benefits. If there is a shortfall, Johnson Controls will pay the difference between the actual and the guaranteed amount in the form of a check or as additional equipment and services.</li> <li>- We repeat the annual tracking and reconciliation process each year throughout the term of the agreement.</li> </ul> |
| 52        | Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.) | A schedule of values is provided with each proposal that provides details of the service or product being provided, outlines timelines, billing, and responsible parties. There are standard communication and response time protocols that will be outlined at the task-order level.   |

**Table 10: Payment Terms and Financing Options**

| Line Item | Question  | Response *   |
|-----------|---|--|
| 53        | Describe your payment terms and accepted payment methods?   | Payment terms are NPR 30 for all invoices. For contracting sales, a schedule of values will be outlined regarding payment intervals throughout the installation process including after-warranty PSA.  |
| 54        | Describe any leasing or financing options available for use by educational or governmental entities.  | It is the intent of Johnson Controls to utilize Sourcewell Approved Leasing Vendor NCL for potential financing of our Sourcewell opportunities.<br>Our organization offers various financial solutions in an effort to remain focused on the financing needs of its customers. Program offerings include:<br>Direct Purchase<br>Fair Market Value (FMV) Purchase Option<br>10% Purchase Option   |
| 55        | Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders. | Systems and Services North America has a wholly-owned branch network that provides proposals directly to customers for requested product or service purchases. Each proposal procured through the Sourcewell contract will be marked in Salesforce as a Sourcewell Cooperative and will have the Sourcewell contract number and will be logged. Additionally, services are quoted and tracked using the Sourcewell "buying group" Upon customer award and invoiced, these sales will be reported to Sourcewell quarterly |
| 56        | Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.  | Johnson Controls will utilize standard commercial quoting tools when quoting Sourcewell opportunities. The primary systemic tools utilized to build proposals are Selection Navigator, Yorkworks, and NxGen when quoting services. Standard JCI commercial terms are incorporated into these proposals.  |
| 57        | Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?  | We do accept P-card procurement and payment, and we do not pass on any fees to the customer.   |

**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

| Line Item | Question  | Response *   |
|-----------|---|--|
| 58        | Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.                              | This agreement will apply to all Johnson Controls Systems and Services North America (SSNA) branches across the United States. Johnson Controls strives to be a company that is easy to do business with. Therefore, our approach for this opportunity is to keep our pricing model simple, easy to use, and transparent.<br><br>Labor Rates<br>For labor rates, each branch location has published street labor rates that are competitive in their local markets. We will be using the approach discounting 10% off of our local branch published street rates (benchmark: Our labor pricing approach is the same approach utilized by Johnson Controls for GSA Schedule 84, which can be used by most state and local government entities). Local labor rates change annually.<br><br>Equipment, Controls, and Solutions<br>For equipment, controls, fire / Security alarm, and parts manufactured by Johnson Controls, our approach is to discount off of our North American List Price (NALP) or List Price depending upon the pricing tool being utilized.<br>For outside purchased HVAC equipment, controls, fire, security, technology equipment, and miscellaneous components, our approach is to mark up over our cost.<br>HVAC Specialty Air Quality Products are custom built, so pricing will vary<br>For miscellaneous 3rd party parts, mechanical subcontracts, electrical subcontracts, piping subcontracts, insulation subcontracts, job services such as cranes, facilities assessments, job specific tools, management & engineering services and surveys, our approach is to mark up over our cost as verified by 3rd party invoice to Johnson Controls. |
| 59        | Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.  | Discounts vary based on equipment and labor. Maximum equipment discounts are 55%.  |
| 60        | Describe any quantity or volume discounts or rebate programs that you offer.  | Volume discounts will be considered on a project-by-project basis. Most SSNA solutions are customized for each facility and do not qualify for volume discounts.   |
| 61        | Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.  | We supply these items at cost + 30%.   |
| 62        | Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer. | Proficiency and Risk (PR) Fee:<br><br>Due to unforeseen conditions and/or circumstances on all proposals Johnson Controls includes PR assessments. The PR fee averages 5%, of the total sell price depending on the risk it could be as high as 10% or as low as 2%.<br><br>In our existing Sourcewell Contract 030817-JHN, this PR Fee has consistently been included in our proposals under miscellaneous as it is part of our systemic pricing tools. Johnson Controls wants to provide customers with complete transparency of our pricing.  |
| 63        | If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.  | Shipping costs are included, as is disposal.   |
| 64        | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.   | Shipping costs are included in the price.  |
| 65        | Describe any unique distribution and/or delivery methods or options offered in your proposal.   | We strive to achieve just-in-time delivery to avoid storage costs and costs associated with damage that can occur when equipment and parts are stored on-site or in a facility for any length of time. Additionally, we do not enforce your warranty until we reach substantial completion. This helps save our customers a little money by not starting the warranty period too early when the system is not yet in use.  |

**Table 12: Pricing Offered**

| Line Item | The Pricing Offered in this Proposal is: *  | Comments   |
|-----------|---|--|
| 66        | b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments. | Pricing methodology is similar to that of past award. Both B and C apply to our response. Depending upon the opportunity discounts are equal to or better than we offer to GPO's and other cooperatives. It is Johnson Controls policy to standardize pricing across Cooperatives and GPO agreements and enable the branch offices to negotiate the additional discounts on an opportunity by opportunity basis. |

**Table 13: Audit and Administrative Fee**

| Line Item | Question   | Response *  |
|-----------|--|---|
| 67        | Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.                                | Pricing calculations under the Sourcewell contract will leverage estimating tools with defined pricing discounts for Sourcewell members. This pricing methodology makes it easy for our field organization and customers to understand pricing practices. Pricing transparency is provided to the customer with each Sourcewell proposal including reference to the Sourcewell contract. Pricing for large sales often has multiple reviews (sales, sales management, and cooperative program office). Small transactional sales are sample reviewed by the cooperative program office. If a pricing discrepancy would be identified all sales by that sales rep through the Sourcewell contract would be self-audited. The sales reporting and administrative fee remittance function are independent of the field sales organization. Fee processing is completed by a centralized GPO and cooperative processing team. This process will help to eliminate issues relating to unreported sales or missing fees under the Sourcewell contract. The centralized team utilizes data contained with our Customer Relationship Management system, booking system, and cooperative proposal log to help ensure completeness in sales reporting and fee submission. |
| 68        | If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.  | Johnson Controls has established KPI's for evaluating the performance of our Cooperative Program. These internal metrics are comprised of data from both sales and finance. For example, one key metric that we utilize is the number of sales representatives that have an active Sourcewell proposal in the Sales Force pipeline  |
| 69        | Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.) | Johnson Controls proposes a 1% administrative fee. On significant opportunities, we would like to leave open our ability to further negotiate a reduction on a case-by-case basis.  |

**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

| Line Item | Question  | Response *  |
|-----------|---|---|
| 70        | Provide a detailed description of the equipment, products, and services that you are offering in your proposal. | <p>Due to character limitation on the Bid Portal, please see the "Table 14A – Depth and Breadth of Offer Equipment Products and Services" document for complete details.</p> <p>Although we have the unique capacity to self-perform most work, we also have the contract management expertise to know when it is appropriate to outsource some functions. Please see our "Subcontracting Scope of Work" document uploaded as an attachment to this response.</p> <p>HVAC System Design, Installation, and Service<br/>                     HVAC Systems:<br/>                     - Standard Air Handling Units (AHUs), Customer AHUs, AMI Modular AHUs<br/>                     - Inefficient air handling unit replacement<br/>                     - HVAC system redesign<br/>                     - Variable frequency drives<br/>                     - Heat recovery systems<br/>                     - Low leakage air dampers<br/>                     - Variable air volume systems<br/>                     - Inlet vanes for centrifugal fan<br/>                     - Demand control ventilation<br/>                     - Exhaust fans<br/>                     - Fan coil units<br/>                     - Motor replacement<br/>                     - Unit heaters/ventilators<br/>                     - Computer room unit optimization<br/>                     - Four-pipe system to two-pipe system<br/>                     - Variable volume system upgrades<br/>                     - System recommissioning<br/>                     - Duct Free Mini Split Systems<br/>                     - Invertors<br/>                     - Pumps<br/>                     - Indoor Air Quality Products and Devices: Active polarization, non-ionizing, electronic air cleaning systems intended to replace passive filtration<br/>                     - Rooftop units<br/>                     - Heat pumps<br/>                     - PTACs<br/>                     - Water source heat pumps<br/>                     - Air Terminal Devices and Heating Products<br/>                     - Lighting systems-disinfectant lighting (UVC light tech) for air handlers</p> <p>Cooling Systems:<br/>                     - Scroll, Rotary, Centrifugal, Reciprocating, Air-Cooled Chillers, Water-Cooled Chillers, Condensing Units, and Absorption Chillers<br/>                     - Chiller replacements<br/>                     - Gas fire centrifugal chillers<br/>                     - Low load chiller<br/>                     - CFC containment conversions<br/>                     - Tower free cooling<br/>                     - Commercial refrigeration</p> |

- Cooling tower upgrade
- Two speed fan motors
- Variable pitch blade cooling tower fan
- Thermal energy storage systems
- Reclaim A.C. heat rejection
- Variable flow system upgrade
- Air-Cooled Variable Refrigerant Flow Systems
- Chilled water temperature reset
- Humidity control
- Absorption chiller
- Gas-fired chiller
- Condenser auto-cleaning
- Conversion to primary secondary, including VSD on pumps
- Cooling towers De-centralization/centralization
- Free cooling

Energy Management and Control Systems:

- In-room control systems
- Direct digital controls
- Pneumatic control conversion
- Manual valves to automatic valves
- Air compressors
- Lab fume hood control
- Multi-system integration
- Load shedding
- Demand management
- Staging / lead-lag
- Optimum start / stop

Heating Systems:

- Heating system redesign and optimization
- Boiler replacement
- Electric to gas fired boiler
- High efficient modular boilers
- Low load boiler
- Burner replacement
- Dual fuel burners
- Oil atomizing burners
- Boiler stack heat reclaim
- Perimeter radiation
- High efficient domestic water heaters
- Gas line turbulators
- Temperature reset control
- Electric heating to gas
- Piping insulation
- Boiler stack reclaim
- Boiler system de-centralization
- Aerator replacement with O2 scavenger
- Automated water treatment
- Condensate recovery

Performance Contracting

- Energy Conservation Measures
- Investment Grade Audits
- Infrastructure Upgrades

OpenBlue

Building Systems

- Building Management System
- Access Control System
- Lighting
- HVAC
- Floor plans

Integrated Workplace Management Systems

- Meeting rooms (size, location, amenities)
- Desk (reservable, status)
- Assets (type and location)
- Other spaces
- Frictionless Access Control
- Facial Recognition
- Skin temperature scanning solution
- Facemask detection
- Thermal imaging, UV sanitizing gates, contact tracing, touchless visitor management

Enterprise IT Systems

- HR & IT System
- Active Directory
- Microsoft Exchange
- CMMS

Third Party Offerings

- Sensors
- Space Scheduler
- Mobile Access
- Parking management
- Travel options (bus, train, car)
- Weather, traffic, stock prices

OpenBlue Healthy Buildings

- OpenBlue Dynamic Spaces
- Face Mask Detection
- Social Distance Monitoring and Contact Tracing
- Intelligent Frictionless Access Control

OpenBlue Companion

- OpenBlue Clean Air
- OpenBlue Location Manager
- OpenBlue Enterprise Management
- OpenBlue Digital Twin
- OpenBlue Secure
- OpenBlue Tailored Services Suite

Smart City Programs

- Traffic analysis
  - Security Cameras
  - Proximity Sensors
  - Pedestrian Counters
  - Digital signage and speakers
  - Gunshot detection
- Utility Meters
- Water Meters
  - Electric Meters
  - Utility billing analysis
  - Utility rate improvements
  - Meter consolidation
  - Electric power factor correction
  - Automatic Meter Reading (AMR)
  - Advanced Metering Infrastructure (AMI) technology – Full scale implementation
  - Meter accuracy improvements
  - Meter typing & sizing upgrades
  - Automatic leak detection system
  - Customer web portal
  - SCADA upgrades
- Distribution Systems and Cogeneration Plants
- Central Utility Plants
  - Cogeneration/CHP Systems
  - Central cooling plant
- Lighting Systems
- Lighting Products: Intelligent lighting, connected lighting, streetlighting, intelligent street lighting, decorative lighting, human-centric lighting, specialty lighting, safety lighting, disinfectant lighting, and commercial lighting.
  - Interior Lighting:
    - o Linear Fluorescent Upgrades: New LED fixtures, LED retrofit kits, LED tubes
    - o CFL/INC/HID Upgrades: New LED fixtures, LED retrofit kits, LED re-lamps
    - o High Bay Fixtures: New LED fixtures
  - Exterior Lighting:
    - o Building Mounted: Wall packs, floods, canopy
    - o Pole Mounted: Area and street lights, Post top decorative, High mast, Parking garages
  - Lighting Controls:
    - o Room based controls: occupancy sensors, Photocell sensors
    - o Stand-alone Networked controls
    - o Integrated Networked controls with BAS
    - o Smart City controls
  - Human-Centric Lighting (HCL): HCL systems combine intelligent lighting control with LED lamps and fixtures that have the ability to change their color temperature and intensity. Light varies during the day according to the natural lighting cycle:
    - o Low light levels and low CCTs (Correlated Colour Temperature) in the early morning
    - o High light levels and high CCTs at midday (up to 10,000 K)
    - o Low light levels and low CCTs during evening
    - o Extremely low light levels and a medium CCT under moonlight
  - Smart Building-Wide Lighting Control
  - Building Automation System Integration
  - Business Optimization
- Building Envelope Systems
- Window glazing
  - Tinted window film
  - Energy efficient windows
  - Window and door weather stripping and caulking
  - Revolving doors
  - Air curtains
  - Automatic door closers
  - Roofing
  - Insulate walls, roof, floor, soffit
  - Caulk pipe penetrations
  - Seal ceiling to roof gap
  - Solar radiation reduction
  - Reflective coating to roof
  - Weatherproofing
- Water and Sewage Systems
- Water Conservation
- Retrofit flush valves, showerheads, faucets, toilets
  - Automated water systems
  - Cooling tower retrofits
  - Ice machine upgrades
  - High efficiency domestic water heaters
  - Waste heat recovery
- Water Supply/Treatment/Distribution
- Raw water pumping
  - High service pumps
  - Backwash water pumps (filtration plants)
  - Water control systems
  - Plumbing systems
  - Irrigation systems
  - Domestic water
  - Rain water harvesting
- Wastewater Collection and Treatment
- Wastewater lift pumps
  - Aeration system improvements (diffusers, controls, blowers)
  - Digester gas to energy projects
  - Digester improvements
- Flood Control
- Flood control systems
  - Flood monitoring systems
  - Integrated traffic control and monitoring systems
- Renewable Energy Systems
- Solar photovoltaic
  - Wind turbines

- Geothermal heat pumps
- Microgrid
- Energy storage
- Solar daylighting
- Biomass plants
- Solar thermal pool heating
- Solar thermal domestic water heating
- Solar transpired walls
  
- Distributed Energy Storage
- Battery Power Stationary Storage
- Energy Storage System - In-Building
- Modular Container Distributed Energy Storage System
- Thermal Energy Storage Systems
- Ice Storage
  
- Sewer Heat Recovery
- Waste Heat Recovery and Urban Biogas Utilization
  
- Microgrids
  
- Connected Technologies
- Audio-Visual
- Data Cabling
- LAN/WAN/Voice
- Distributed Antenna Systems
- Nurse Call Systems
- Security Systems
- HL7 Integrations
  
- Pool Systems/Environment and Recreational Spaces
- Additional Systems
- Loading dock air curtains
- Ceiling systems
- Electrical power systems
- Emergency generators
- Turbine generators
- Switch gear
- Elevator modernization
- Waste management
- Waste compactors
- Red bag waste
- Pool covers and pool heat recovery
- Air and water balance
- Power factor correction
- Fleet management
- Start-up and commissioning
- High efficiency water heating
- Instantaneous hot water heating and removal of large storage tanks
- Waste heat recovery for dryers and kitchens
- Conversion of electric kitchen equipment to gas
- Water savings measures for kitchen and laundry
- Ozonated laundry upgrades
- Kitchen equipment
- Dishwasher replacement
- Walk-in coolers optimization
- Exhaust system optimization
- Kitchen design
- Laundry systems
  
- Service and Maintenance
  
- Public Relations
  
- Security
- 24/7 remote monitoring
- Access control
- Advanced video surveillance
- Intrusion detection
  
- Fire, Life-Safety & Hazard Protection
- Fire alarm systems
- Fire sprinkler systems
- Fire suppression systems
- Mass notification systems
- Special hazard solutions
- Extinguishers
- Mass Notification
- Special Hazard
- Sprinkler
  
- Operational Intelligence & Loss Prevention
- Information management solutions
- Real-time location systems (RTLS) for asset management
- Video and traffic analytics

|    |  |  |
|----|--|--|
| 71 | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | <ul style="list-style-type: none"> <li>- Renewable Technologies</li> <li>- Indoor Air Quality</li> <li>- Lighting Systems</li> <li>- Energy Efficiency</li> <li>- Greenhouse Gas Reduction</li> <li>- Smart Building Technologies</li> <li>- Smart City Technologies</li> <li>- Artificial Intelligence</li> <li>- Security</li> <li>- Connected Technologies</li> <li>- Energy Storage</li> <li>- Microgrids</li> <li>- HVAC Equipment</li> <li>- Controls</li> <li>- Building Automation Systems</li> <li>- Energy Management Systems</li> <li>- Operational Intelligence and Asset Management</li> <li>- Fire alarm and suppression</li> <li>- Security</li> <li>- Extinguishers</li> <li>- Sprinkler</li> <li>- Mass Notification</li> <li>- Special Hazard</li> </ul> |
|----|--|--|

**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

| Line Item | Category or Type  | Offered *  | Comments  |
|-----------|---|--|---|
| 72        | HVAC, IAQ, and water heating or treatment infrastructure, equipment, components, products, parts, and related technology  | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | See attachment 14A - Depth and Breadth of Offer Equipment Products and Services |
| 73        | Sensors, controls, thermostats, gauges, and system automation or management products and technology   | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | See attachment 14A - Depth and Breadth of Offer Equipment Products and Services |
| 74        | Services related to the offering of the solutions described in Lines 72 and 73 of Table 14B above, including installation, maintenance, repair, refurbishment, replacement, system upgrades, emergency or short-term HVAC equipment rental, assessment, integration, training, support, and customization | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | See attachment 14A - Depth and Breadth of Offer Equipment Products and Services |

**Exceptions to Terms, Conditions, or Specifications Form**

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

**Documents**

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
  2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
  3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
  4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Sourcewell Pricing Table 07 01 21 Final Rev.docx - Wednesday June 30, 2021 14:58:28
  - [Financial Strength and Stability](#) - 2020-10-k-for-jci-site.pdf - Monday June 28, 2021 14:57:33 [Marketing Plan/Samples](#) - Marketing Doc.pdf - Tuesday June 29, 2021 09:58:10
  - [WMBE/MBE/SBE or Related Certificates](#) (optional)
  - [Warranty Information](#) - Project Warranty Letter.pdf - Monday June 28, 2021 16:09:35
  - [Standard Transaction Document Samples](#) - HS HP Upgrade and Service Sample Proposals.pdf - Monday June 28, 2021 15:40:04
  - [Upload Additional Document](#) - Table 2 Certification and Table 14A Additional Info.zip - Tuesday June 29, 2021 10:31:24

**Addenda, Terms and Conditions**

**PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcwell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcwell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcwell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcwell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jeremy Rainwater, VP & GM HVAC and Controls North America, Johnson Controls, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes  No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

| File Name   | I have reviewed the below addendum and attachments (if applicable) | Pages |
|---|--|-------|
| <b>Addendum_4_HVAC_Systems_Services_RFP_070121</b><br>Tue June 22 2021 04:10 PM | <input checked="" type="checkbox"/>                                | 1     |
| <b>Addendum_3_HVAC_Systems_Services_RFP_070121</b><br>Wed May 26 2021 04:55 PM  | <input checked="" type="checkbox"/>                                | 1     |
| <b>Addendum_2_HVAC_Systems_Services_RFP_070121</b><br>Tue May 18 2021 03:45 PM  | <input checked="" type="checkbox"/>                                | 1     |
| <b>Addendum_1_HVAC_Systems_Services_RFP_070121</b><br>Mon May 17 2021 01:50 PM  | <input checked="" type="checkbox"/>                                | 1     |



## **AGREEMENT**

THIS AGREEMENT IS MADE AND ENTERED INTO THIS 30<sup>th</sup> DAY OF September, 2022, by and between the Sacramento City Unified School District ("District") and Johnson Controls, Inc. or "JCI" ("Contractor") ("Agreement").

**WITNESSETH:** That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

- 1. The Work:** Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

**PROJECT: METASYS (HVAC CONTROL UPGRADE) AT FATHER KEITH B. KENNY**

It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents including, without limitation, the Drawings and Specifications and submission of all documents required to secure funding or by the Division of the State Architect for close-out of the Project, under the direction and supervision of, and subject to the approval of, the District or its authorized representative.

- 2. The Contract Documents:** The complete Contract consists of all Contract Documents as defined in the General Conditions, the JCI Rider to Installation Agreement dated June 15, 2022 ("Rider"), and the Memorandum of Understanding between JCI and the District dated February 28, 2022 ("MOU") all of which are incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.

- 3. Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 18 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.

- 4. Time for Completion:** It is hereby understood and agreed that the work under this contract shall be completed within per the Project Schedule "HVAC Metasys Upgrades Inc 1 Phase 1 Various Schools" ("Contract Time") from the date specified in the District's Notice to Proceed.
- 5. Completion-Extension of Time:** Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.
- 6. Liquidated Damages:** Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of Five Hundred dollars (\$500) per day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work. It is hereby understood and agreed that this amount is not a penalty.

In the event that any portion of the liquidated damages is not paid to the District, the District may deduct that amount from any money due or that may become due the Contractor under this Agreement. The District's right to assess liquidated damages is as indicated herein and in the General Conditions.

The time during which the Contract is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the District may grant. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.
- 7. Loss Or Damage:** The District and its authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold the District and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.
- 8. Insurance and Bonds:** Before commencing the Work, Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.
- 9. Prosecution of Work:** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have,

make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

- 10. Authority of Architect, Project Inspector, and DSA:** Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), and the Division of the State Architect have authority to approve and/or stop Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. The Contractor shall be liable for any delay caused by its non-compliant Work.
- 11. Assignment of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
- 12. Classification of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type C-20 Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
- 13. Registration as Public Works Contractor:** The Contractor and all Subcontractors currently are registered as public works contractors with the Department of Industrial Relations, State of California, in accordance with Labor Code section 1771.4.
- 14. Payment of Prevailing Wages:** The Contractor and all Subcontractors shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.
- 15. Labor Compliance:** This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and Title 8 of the California Code of Regulations. Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of Division 2, Part 7, Chapter 1, of the Labor Code, including, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate electronic certified payroll records as required by the Contract Documents, or the District may not issue payment.
- 16. Contract Price:** In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for

construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

**One Hundred Eighty-Nine Thousand Seven Hundred Thirty-Four and 28/100 Dollars (\$189,734.28)**

which sum is to be deducted from the V-Pac Credit [OR] applied toward the V-Pac Balance described in the MOU, according to the schedule provided by the Contractor and accepted by the District and subject to additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s).

- 17. Severability:** If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

**JOHNSON CONTROLS, INC.**

**SACRAMENTO CITY UNIFIED  
SCHOOL DISTRICT**

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

\_\_\_\_\_  
By: Rose Ramos

Title:

Title: Chief Business Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

NOTE: If the party executing this Contract is a corporation, a certified copy of the by-laws, or of the resolution of the Board of Directors, authorizing the officers of said corporation to execute the Contract and the bonds required thereby must be attached hereto.

END OF DOCUMENT



**Johnson Controls  
Rider to Installation Agreement**

This Rider is made as of **October 12, 2022** by and between **Johnson Controls, Inc.** ("Johnson Controls") and Sacramento City Unified School District ("Customer") and amends the Metasys (HVAC Control Upgrade) at Father Keith B. Kenny (the "Agreement"). This Rider is effective as of the date of last signature below. The provisions of this Rider supersede and replace any other agreement or agreements between Johnson Controls and Customer with respect to the subject matters covered by this Rider and constitutes the entire agreement of the parties on the subject matter hereof.

- 1. **Indemnity.** Section 14.2.1 of the General Conditions only, shall be replaced with the following: Johnson Controls agrees to indemnify Customer, its board members, officers, representatives, contractors, agents, and employees, in both individual and official capacities for all damages, losses and expenses with respect to any third-party claims, including those for personal injury, including death, or tangible property damage but only to the extent such damages, losses and expenses are caused by the negligent acts or willful misconduct of Johnson Controls in fulfilling its obligations under this agreement. In the event Johnson Controls is obligated to indemnify Customer as set forth above, Johnson Controls has the right but not the obligation to defend Customer against third-party claims. If Johnson Controls elects to undertake such defense, then Johnson Controls shall have exclusive control over the defense.
- 2. **Waiver of Consequential Damages.** **IN NO EVENT, WHETHER IN CONTRACT, TORT OR OTHERWISE (INCLUDING BREACH OF WARRANTY, NEGLIGENCE, PRODUCT LIABILITY AND STRICT LIABILITY IN TORT), WILL JOHNSON CONTROLS AND ITS AFFILIATES AND THEIR RESPECTIVE PERSONNEL, SUPPLIERS AND VENDORS BE LIABLE TO CUSTOMER (DIRECTLY OR INDIRECTLY) UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY ARISING FROM, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR ANY: (A) SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES (WITH LIQUIDATED DAMAGES NOT BEING WAIVED BY THIS PARAGRAPH); (B) LOST PROFITS, REVENUES, DATA, CUSTOMER OPPORTUNITIES, BUSINESS, ANTICIPATED SAVINGS, OR GOODWILL; (C) BUSINESS INTERRUPTION; OR (D) DATA LOSS OR OTHER LOSSES ARISING FROM VIRUSES, RANSOMWARE, CYBERATTACKS OR FAILURES OR INTERRUPTIONS TO NETWORK SYSTEMS.**
- 3. **Insurance.** Johnson Controls shall maintain insurance to cover its proportionate share of liability in amounts set forth below in full force and effect at all times until the (a) obligations under the Agreement have been completed or (b) the Agreement is cancelled or terminated, and shall provide a certificate evidencing such coverage promptly following a Customer's request.

| <u>COVERAGES</u>                             | <u>LIMITS OF LIABILITY</u>                          |
|--|---|
| Workmen's Compensation Insurance             | Statutory   |
| Commercial General Liability Insurance       | \$1,000,000 Per Occurrence<br>\$2,000,000 Aggregate |
| Comprehensive Automobile Liability Insurance | \$1,000,000 Combined Single Limit                   |

The above limits may be obtained through primary and excess policies and may be subject to self-insured retentions.

Any insurance protection afforded to the Customer under this policy will be limited to the terms of the certificate of insurance and/or endorsement and will not expand upon, alter, supplant, or supersede Johnson Controls' contractual obligations hereunder including any indemnification obligations. The amount payable under the policy will be the lesser of the amount required by the contract and the limits provided by the policy.

Customer shall maintain all insurance coverage that 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.

- 4. **Payment.** All undisputed amounts 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 disputed amounts are due and payable upon resolution. All other amounts remain due within thirty (30) days. Work performed on a time and material basis shall be at Johnson Controls' then-prevailing rate for material, labor, and related items, in effect at the time supplied under this Agreement. Johnson Controls shall invoice Customer for progress payments to 100% percent based upon equipment delivered or stored, and services performed. In the event project duration exceeds one month, Johnson Controls reserves the right to submit partial invoices for progress payments for work completed at the project site. Customer agrees to pay any progress invoices in accordance with the payment terms set forth herein. Customer's

failure to make payment when due is a material breach of this Agreement and will give Johnson Controls, without prejudice to any other right or remedy, the right to (a) stop performing any Services and/or withhold further deliveries of Equipment and other materials; terminate or suspend any unpaid software licenses; and/or terminate this Agreement; and (b) charge Customer interest on the amounts unpaid at a rate equal to the lesser of 1.5% per month or the maximum rate permitted under applicable law, until payment is made in full. Customer agrees to pay all of Johnson Controls reasonable collection costs, including legal fees and expenses. Customer agrees to pay a deposit equal to 30% of the project sell price (pre-tax) prior to Johnson Controls providing any labor or materials on the project.

5. **Force Majeure.** Johnson Controls shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to perform under this Agreement, caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is an event beyond the reasonable control of Johnson Controls, foreseeable or unforeseeable, including, without limitation, acts of God, severe weather, declared or undeclared natural disasters, acts or omissions of any governmental authority including change in applicable law, epidemics, pandemics, disease, viruses, quarantines or other public health risks and/or responses, strikes, lock-outs, labor shortages or disputes, an increase of 5% or more in tariffs, fires, explosions or other casualties, thefts, vandalism, civil disturbances, riots, war, terrorism, power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation. If Johnson Controls' performance is delayed, impacted, or prevented by a Force Majeure Event or, its continued effects, Johnson Controls shall be excused from performance under the Agreement. If Johnson Controls is delayed in achieving any scheduled milestones due to a Force Majeure Event, Johnson Controls will be entitled to extend such milestones by the amount of time Johnson Controls was delayed as a result of such event.

Sacramento City Unified School District

Johnson Controls, Inc.

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

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

By: Rose Ramos

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

Title: CBO

Title: \_\_\_\_\_

June 9, 2022

**Attention:** Mike Taxara at SCUSD

**Subject:** SCUSD – Metasys Upgrades Inc 1 Phase 2

Johnson Controls is pleased to provide the following proposal:

**This scope of work is based on the following bidding documents:**

- Plans: None
- Spec: 27 00 00 Telecom and Raceway, 26 05 33.13 Conduit and Fittings, 23 09 00 BACS Spec – as confirmed via email to the district 3.22.22
- Job walks with Mike at SCUSD and Chris Cuff at KMM and Zac Dillow with JCI.
- No formal criteria docs were given, the scope below is JCI’s understanding of the verbal discussions and is the limit of what JCI will perform.
- JCI has checked for unit counts via 5 different means
  - SCUSD Provided Maintenance Sheets
  - Counts using Google Map Images
  - Air Table Unit Counts provided by CECI
  - Air Table Room Counts as provided by CECI
  - Job Walks with the customer

The counts below is the counts as discovered by JCI via the means above. If after JCI engineering we discover fewer units than proposed – JCI will offer a credit corresponding to the change.

**Method of Procedure:**

The goal of this scope of work is to remove and replace the dysfunctional KMC and Allerton control systems at the sites shown below in a like for like manner. We aim to do this a little impact to school function as possible. This will require a combination of normal hours and off hours work. JCI will build the Metasys system in parallel with the existing systems performing as much of the wiring, programming, commissioning as possible prior to “cut over” where we will start to take actual control of the mechanical systems piece by piece.

Preliminary Engineering – Per site, JCI will generate a set of controls submittal documents that outline the points, material, terminations diagrams and sequence of operation (including economizer control) for each piece of equipment. JCI will identify mounting locations for the field controllers and the location of the JCI engine and the proposed trunk routing (which may mean having the SNE in the middle of trunk vs the end of line). JCI will include a preliminary schedule for each site. JCI will include a graphics and MUI submittal. This will require site walks by JCI and our subs. Prior to beginning any work or ordering any material – JCI will review these documents with SCUSD, and upon SCUSD approval these submittals will become the formal scope of work document to be referred too.

The first step will be building the Metasys BACnet network on each campus. During normal hours (where allowable) JCI will install a new Network Engine for each site – connect it to power and SCUSD Network. We will then run conduit/rigid on the exterior of the buildings to each piece of roof mounted or grade mounted rooftop equipment. JCI will re-use existing pathways as allowable.

The second step will be preparing each piece of mechanical equipment for cut over. JCI will install during normal hours (as allowable) a new enclosure with a JCI controller in it. JCI will power this controller using the existing 24V power source assumed available on the RTU equipment. JCI will install the various SCUSD required monitoring sensors on the unit, connect them to the JCI controller. JCI will prep the controller to land at the manufacture terminal strip for control of heating, cooling and fan – but not perform the actual termination work until cut over.





The third step will be a pre-functional test of the network. Having the engine installed, controllers powered up and connected to the engine – JCI will download controllers and perform check out of the monitoring sensors that we can. JCI will check bus integrity and proper controls communication with the head end. JCI will also perform the head end work – generating the user views, graphics and MUI configurations for the sites. At this point the system will be “online” but a lot of the points will be “offline” as they will exist in the software – but will not exist in reality as we have not performed cut over yet. The goal of this step is to have everything ready such that when the terminal point does get connected during that cut over – it will “know where to go” in the software and the ??? question marks will turn to actual data with values as measured by sensors in the space.

The 4<sup>th</sup> step will be the cut over step. This work will be performed off hours and is the moment JCI will disconnect existing control and bring full control to Metasys. JCI will perform work in the class room and administrative spaces, installing zone temperature sensors, zone CO2 sensors, terminating at the thermostat interface on the RTU and taking over control of the economizer (where applicable). Once everything is now connected, and terminations verified – JCI will perform another functional test of the unit commanding heating, cooling, fan and visually confirming the RTU receives and responds to these commands. JCI will confirm the user interface, graphics and MUI get populated with the now connected data. JCI will also confirm the SCUSD specialty sequences (Auto Demand Response, Smoke Mode, Virus Mode) on a global basis – commanding the site into the various mode, but only visually inspecting a handful of units. This step will take multiple evenings and weekends with JCI performing as many of the cutovers as we can in a workday. JCI will cut over units and ensure they are functional by 7am the following day or by 7am Monday for work performed over the weekend.

In the event that a unit fails its functional test, JCI will reconnect the existing controls infrastructure as it was, diagnose and retry at a later time.

Step 5 will be demolition of the existing system. Once the entire campus is complete. JCI will perform demolition of the existing controls system. JCI will remove all wire associated with the existing system, demo all controllers, sensors, enclosures, power supplies and crate them for delivery to the owner. Work exterior to the building will be normal hours and work interior to the building will be off hours. The only thing that will remain of the old system is the pathway that connected it.

Customer Checkout – The final step will be walking the site with SCUSD and performing a customer checkout of the system. It will also include sitting with the district at the head end and reviewing the user interface, graphics and MUI configuration. The customer at this point will have an opportunity to challenge, test, explore, as questions on the installation generating a punch list. JCI will remediate any of these punch list items and after completion of the, the warranty period will begin.

Post Engineering – JCI will provide a set of as builts with final trunk mapping to the customer to serve as record documents for SCUSD. This as builts will include a copy of the completed punch list.

Warranty – JCI warrants our work for a period of 1 year labor and 3 years material. Material warranty begins at time of manufacture (date code as published on the JCI controller).

*This information is confidential between JCI and SCUSD and not to be shared outside of these negotiations. They represent the intellectual property of JCI engineering the approach to the task at hand.*

#### **Method of Procedure – Summer work**

JCI intends to complete some of the sites during the summer. We would like to reserve this for the more complex sites such as high schools with larger footprints and more complex HVAC systems. Seeing there will be no students



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during the summer – the goal to have units back online by 7am is no longer a requirement. As such – JCI will follow a traditional construction process starting with complete demo of the existing system, installation of the new system leveraging existing pathway as deemed appropriate (JCI will still pull brand new cable) and ending with programming, functional testing and commissioning of the system. All pre/post engineering activities will remain the same. All customer checkout/warranty will remain the same. The actual sites to be performed over the summer will be determined per the KMM schedule as verified by JCI.

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## Success Academy

| Qty | Description  |
|-----|--|
| 1   | Site Engineering to generate<br>-Controls submittals with drawings, points lists, SOO's, controller locations, proposed trunk mapping<br>-Identify any asbestos concerns<br>-Confirm quantity of economizers JCI will take over<br>-Confirm if pathway exists to portables<br>-Generate as-built submittals for SCUSD record   |
| 1   | Coordination meeting with customer for review of JCI submittals to confirm scope of work   |
| 1   | Site walk with customer after completion to generate punch list  |
| 1   | SCUSD custom sequences<br>-Virus Mode<br>-Smoke Mode<br>-Auto DR<br>-Optimized start/stop<br>-FDD on all economizers taken over by JCI   |
| 1   | Outside air temperature sensor for site  |
| 1   | New SNE1050 in enclosure<br>-Requires IP address provided by SCUSD<br>-Engine will be installed in the middle of the trunk for ease of trunk installation  |
| 16  | Control of package rooftop equipment<br>-New NEMA 3R Enclosure with CGM mounted inside<br>-Interlock to unit terminal strip to command heat, cool, fan<br>-Discharge air temperature<br>-Return air temperature<br>-Compressor Amperage sensor<br>-Fan amperage sensor<br>-New damper actuator for (e) Outside Air damper with damper feedback<br>-Zone Temperature Sensor – SA Bus<br>-Zone CO2 sensor – SA Bus |
| 10  | Control of BARD Portable Units<br>-New NEMA 3R Enclosure with CGM mounted inside<br>-Interlock to unit terminal strip to command heat, cool, fan<br>-Discharge air temperature<br>-Return air temperature<br>-Compressor Amperage sensor<br>-Fan amperage sensor<br>-New damper actuator for (e) Outside Air damper with damper feedback<br>-Zone Temperature Sensor – SA Bus<br>-Zone CO2 sensor – SA Bus       |

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- 2 Loytech Zones for Portables
  - Loytech BACnet MS/TP to IP converter
  - NEMA 1 Can with Key Lock and perf liner
  - Plug in power supply (requires JCI utilizing a single gang socket to power device)

| <u>Summary</u>         | <u>Sourcewell Cost</u> |                   |
|------------------------|------------------------|-------------------|
| Material               | \$                     | 65,786.58         |
| JCI Labor              | \$                     | 47,058.50         |
| Subcontractor Graphics | \$                     | 1,098.24          |
| Market Value Installer | \$                     | 150,397.97        |
| Profficiency and Risk  | \$                     | 26,434.13         |
|                        |                        |                   |
|                        |                        |                   |
| <b>Grand Total</b>     | <b>\$</b>              | <b>290,775.42</b> |



## Fr. Keith B. Kenny

| Qty | Description  |
|-----|--|
| 1   | Site Engineering to generate<br>-Controls submittals with drawings, points lists, SOO's, controller locations, proposed trunk mapping<br>-Identify any asbestos concerns<br>-Confirm quantity of economizers JCI will take over<br>-Confirm if pathway exists to portables<br>-Generate as-built submittals for SCUSD record   |
| 1   | Coordination meeting with customer for review of JCI submittals to confirm scope of work   |
| 1   | Site walk with customer after completion to generate punch list  |
| 1   | SCUSD custom sequences<br>-Virus Mode<br>-Smoke Mode<br>-Auto DR<br>-Optimized start/stop<br>-FDD on all economizers taken over by JCI   |
| 1   | Outside air temperature sensor for site  |
| 1   | New SNE1100 in enclosure<br>-Requires IP address provided by SCUSD<br>-Engine will be installed in the middle of the trunk for ease of trunk installation  |
| 4   | Control of package rooftop equipment<br>-New NEMA 3R Enclosure with CGM mounted inside<br>-Interlock to unit terminal strip to command heat, cool, fan<br>-Discharge air temperature<br>-Return air temperature<br>-Compressor Amperage sensor<br>-Fan amperage sensor<br>-New damper actuator for (e) Outside Air damper with damper feedback<br>-Zone Temperature Sensor – SA Bus<br>-Zone CO2 sensor – SA Bus |
| 5   | Control of BARD Portable Units<br>-New NEMA 3R Enclosure with CGM mounted inside<br>-Interlock to unit terminal strip to command heat, cool, fan<br>-Discharge air temperature<br>-Return air temperature<br>-Compressor Amperage sensor<br>-Fan amperage sensor<br>-New damper actuator for (e) Outside Air damper with damper feedback<br>-Zone Temperature Sensor – SA Bus<br>-Zone CO2 sensor – SA Bus       |



- 10 Control of Split System Furnace
  - New NEMA 3R Enclosure with CGM mounted inside
  - Interlock to unit terminal strip to command heat, cool, fan
  - Discharge air temperature
  - Return air temperature
  - Compressor Amperage sensor
  - Fan amperage sensor
  - New damper actuator for (e) Outside Air damper with damper feedback
  - Zone Temperature Sensor – SA Bus
  - Zone CO2 sensor – SA Bus
  
- 1 Loytech Zones for Portables
  - Loytech BACnet MS/TP to IP converter
  - NEMA 1 Can with Key Lock and perf liner
  - Plug in power supply (requires JCI utilizing a single gang socket to power device)

| <u>Summary</u>         | <u>Sourcewell Cost</u> |                   |
|------------------------|------------------------|-------------------|
| Material               | \$                     | 56,394.82         |
| JCI Labor              | \$                     | 38,129.00         |
| Subcontractor Graphics | \$                     | 1,098.24          |
| Market Value Installer | \$                     | 76,863.65         |
| Profficiency and Risk  | \$                     | 17,248.57         |
|                        |                        |                   |
| <b>Grand Total</b>     | <b>\$</b>              | <b>189,734.28</b> |

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## Capital City School

| <b>Qty</b> | <b>Description</b>   |
|------------|--|
| 1          | Site Engineering to generate<br>-Controls submittals with drawings, points lists, SOO's, controller locations, proposed trunk mapping<br>-Identify any asbestos concerns<br>-Confirm quantity of economizers JCI will take over<br>-Confirm if pathway exists to portables<br>-Generate as-built submittals for SCUSD record   |
| 1          | Coordination meeting with customer for review of JCI submittals to confirm scope of work   |
| 1          | Site walk with customer after completion to generate punch list  |
| 1          | SCUSD custom sequences<br>-Virus Mode<br>-Smoke Mode<br>-Auto DR<br>-Optimized start/stop<br>-FDD on all economizers taken over by JCI   |
| 1          | Outside air temperature sensor for site  |
| 1          | New SNE1050 in enclosure<br>-Requires IP address provided by SCUSD<br>-Engine will be installed in the middle of the trunk for ease of trunk installation  |
| 18         | Control of BARD Portable Units<br>-New NEMA 3R Enclosure with CGM mounted inside<br>-Interlock to unit terminal strip to command heat, cool, fan<br>-Discharge air temperature<br>-Return air temperature<br>-Compressor Amperage sensor<br>-Fan amperage sensor<br>-New damper actuator for (e) Outside Air damper with damper feedback<br>-Zone Temperature Sensor – SA Bus<br>-Zone CO2 sensor – SA Bus |
| 1          | Loytech Zones for Portables<br>-Loytech BACnet MS/TP to IP converter<br>-NEMA 1 Can with Key Lock and perf liner<br>-Plug in power supply (requires JCI utilizing a single gang socket to power device)  |

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| <u>Summary</u>         | <u>Sourcewell Cost</u> |                   |
|------------------------|------------------------|-------------------|
| Material               | \$                     | 45,874.23         |
| JCI Labor              | \$                     | 32,912.77         |
| Subcontractor Graphics | \$                     | 1,098.24          |
| Market Value Installer | \$                     | 94,387.27         |
| Profficiency and Risk  | \$                     | 17,427.25         |
|                        |                        |                   |
|                        |                        |                   |
| <b>Grand Total</b>     | <b>\$</b>              | <b>191,699.76</b> |

**Total Price for ALL Inc 1 Phase 2 Group 4 Sites** **\$672,209.46**

## Clarifications/Exclusions/Terms and Conditions

### Clarifications:

1. All work outside of the classroom will be done normal hours
  - a. Inclusive of work on roof, work in telecom/electrical rooms, work in exterior hallways.
2. All work inside the classroom will be done off hours
3. During the scope of work – SCUSD will be required to interface to 2 systems to control a site as we incrementally cut over equipment to Metasys
4. Rigid on roof – EMT conduit elsewhere – plenum rated where concealed
5. New pathway in the classroom will be surface mount wire mold – Plastic 2300 mechanically fastened. New back boxes for sensors will be plastic surface mount.
6. JCI will provide NEW WIRE for all devices. JCI will not leverage existing wire, only existing pathway.
7. JCI will Stop Work when we encounter any Asbestos on the site. Asbestos remediation is by others. JCI will not resume work until asbestos has been abated. This is per JCI safety policy.
8. JCI will take over economizer control with a new JCI actuator as feasible. During site engineering, if discovered that spaces are too cramped for a new actuator – JCI will make it known to the district and provide a credit to remove that from the SOW or ADD to perform the mechanical work required to take control of the OA damper.
9. Temperature Sensors to be NSB8BTN141-0 – white, warm cool adjust, no display, no occupancy, no JCI logo
10. Separate CO2 sensors to be NSB8BNC041-0 – white, CO2 only, no display, no JCI logo
11. JCI will provide 120V power insofar as to power network engine only
12. JCI will provide network cable insofar as to connect network engine to the telecom room only
13. Upon further review – a TEC option for the project is more expensive and not recommended. The TEC option requires more after hours work and significantly decreases the amount of pre-commissioning JCI can perform as TEC will not be able to come online prior to step 4. While there is a material savings, the net increase in afterhours labor for TEC installation and commissioning negates and overcomes any material savings. Furthermore, the TEC does not future proof the district for any custom programming they may need in the future and have required in the past.
14. Priced per Sourcewell (Formerly NJPA) Contract #070121-JHN
15. Per communication from Mike – all equipment enclosures are NEMA 3R with lockable key, whether indoor or outdoor. This however does NOT apply to the SNE panel or network equipment panels (Loytech) – these will be the JCI standard panels which are NEMA 1. JCI expects most controllers will be installed outdoors on equipment.
16. The counts noted on this proposal is the finite number of units JCI will take control over. If fewer or additional units are discovered during engineering walks – the district that their discretion can add/remove units to the scope via change order.

### Exclusions:

1. Any and all 120V wiring outside of powering the engine
2. Any and all door status or window status monitoring
3. Any and all occupancy sensors – programming occupied standby mode
4. Installing CO2 sensors 5ft from operable doors/windows.
5. Updating any of the controls system to meet current code – JCI's understanding is this is a maintenance project removing and replacing aging/dysfunctional systems with a new Metasys system – Like for Like





6. Professional engineering services to confirm sites comply with current code. JCI does not have stamped PE's on staff and cannot offer this service
7. JCI excludes upgrading/changing/enhancing any existing pathway we may use in our work.
8. Work with 3<sup>rd</sup> party commissioning agents
9. Customer training. SCUSD is an experienced user and we don't not feel any training is required.
10. Mechanical upgrades – JCI excludes doing any mechanical work. All mechanical equipment is assumed to be functioning. This includes repairing dampers, replacing economizers, changing unit controllers, swapping out compressors etc.
11. Taking control of exhaust fans
12. Taking control of kitchen hoods
13. Taking control of mini splits
14. CO2 display in the space
15. Temperature display in the space
16. Relocating CO2 sensors, they will be placed either right next to or right below the (e) temperature sensors.
17. Providing new network or power infrastructure (switches, breakers etc).
18. Indicator light to alert if CO2 in the space is over a certain value

Thank You! As always call with any comments, questions or concerns.

*Quote valid for 30 days*

Zac Dillow

HVAC Systems Sales Engineer – Johnson Controls  
925-719-7785 (mobile)  
Zachary.j.dillow@jci.com

**CUSTOMER APPROVAL:**

Total Price: \_\_\_\_\_

Customer Name: \_\_\_\_\_

Company: \_\_\_\_\_

Signature (\*) \_\_\_\_\_

Date: \_\_\_\_\_

\* By signing this proposal, you agree to purchase the bill of material as described in this proposal document, pursuant to the attached standard terms and conditions and for the Total Price documented on the above line.

## Standard Terms and Conditions

**(1) AGREEMENT AND LIMITATIONS.** This document (the "Agreement") sets forth the terms and conditions of any sale by Seller of the specified product, equipment or services indicated on the reverse side hereof or attachment and is expressly made conditional on the assent of Buyer (hereinafter "Buyer") to these Standard Terms and Conditions. Buyer's acceptance of any part of the product, equipment or services sold or Buyer's instructions to Seller to begin work or to ship any product or equipment after receipt of these Standards Terms and Conditions shall constitute such assent, and a waiver of all terms and conditions in its purchase order or similar document which are different from or additional to those set forth herein. Seller's failure to object to provisions contained in any communication from Buyer shall not be deemed a waiver of these Standard Terms and Conditions. References to "products" or "equipment" herein shall mean the product and equipment to be furnished by Seller as identified on the applicable Seller Quotation. These Standard Terms and Conditions may be modified or rescinded only by a writing signed by authorized representatives of both Seller and Buyer.

**(2) TERMINATION OR MODIFICATION.** Accepted orders may be cancelled or modified by Buyer only with Seller's express written consent. If cancellation or modification is allowed, Buyer agrees to pay to Seller all expenses incurred and damage sustained by Seller on account of such cancellation or modification, plus a reasonable profit.

**(3) PRICE, SHIPMENT, AND PAYMENT.** Prices on accepted orders are firm for a period of 90 days from date of acceptance. Prices for products may be adjusted by Seller, upon notice to Buyer at any time prior to shipment, to reflect any increase in Seller's cost of raw materials (e.g., steel, aluminum) incurred by Seller after issuance of Seller's applicable proposal or quotation. Price and delivery is F.O.B. point of manufacture, unless otherwise provided. Unless otherwise agreed to in writing by Seller, all payments are due net thirty (30) days from the date of invoice. Seller may, at its sole option, have the right to make any delivery under this Agreement payable on a cash or payment guarantee before-shipment basis. In the case of export sales, unless otherwise agreed to in writing by Seller, all payments are to be by means of a confirmed irrevocable letter of credit. Invoicing disputes must be identified in writing within 21 days of the date of invoice. Payments of any disputed amounts are due and payable upon resolution. All other amounts remain due within 30 days. In the event of Buyer's default, the balance of any outstanding amounts will be immediately due and payable. Failure to make payments when due will give Seller, without prejudice to any other right or remedy, the right to: (i) stop performing any services, withhold deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or terminate this Agreement; and (ii) charge Buyer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. Shipments to Buyer with outstanding invoices unpaid after thirty (30) days will be suspended until all overdue invoices are paid or be made on a cash-in-advance basis only, in Seller's sole discretion.

**(4) DEPOSIT.** Buyer agrees to pay a deposit equal to 50% of the sell price (pre-tax) prior to Seller performing work. Seller will generate an invoice for the 50% deposit within three business days after Seller's receipt of a written agreement or order from Buyer. Seller will not commence work until receipt of the deposit.

**(5) TAXES.** All prices exclude federal, harmonized, state/provincial and local use, sales or similar applicable taxes. Such taxes, if applicable, will appear as separate items on the invoice unless Buyer provides a tax exemption certificate that is acceptable to taxing authorities.

**(6) DELIVERY.** The delivery date(s) provided by Seller for the product and equipment is only an estimate and is based upon prompt receipt of all necessary information from Buyer. The delivery date(s) is subject to and shall be extended by delays caused by strikes, fires, accidents, shortages of labor or materials, embargoes, or delays in transportation, compliance with government agency or official requests, or any other similar or dissimilar cause beyond the reasonable control of Seller. FAILURE TO DELIVER WITHIN THE TIME ESTIMATED SHALL NOT BE A MATERIAL BREACH OF CONTRACT ON SELLER'S PART. If Buyer causes Seller to delay shipment or completion of the product or equipment, Seller shall be entitled to any and all extra cost and expenses resulting from such delay.

**(7) LIMITED WARRANTY.** Seller warrants that the product and equipment furnished by Seller under this Agreement will be of good quality and that the services provided by Seller will be provided in a good and workmanlike manner for a period of twelve (12) months from initial product startup, or eighteen (18) months from product shipment, whichever occurs first (the "Warranty Period") unless such Warranty Period is modified by Seller's proposal. Alongside this limited warranty, for all new York™ air or water-cooled chillers and/or Metasys™ building automation systems installed in the US and Canada and sold through Seller owned and operated branches, Seller also provides a Year One Service Agreement for such equipment, the scope, limitations, terms and conditions of which are at <https://www.johnsoncontrols.com/yearoneservice> (collectively, "Year One Service"). Seller will not provide a credit against purchase price if offered Year One Service is declined. No warranty is provided for third-party products and equipment installed or furnished by Seller. Such products and equipment are provided with the third-party manufacturer's warranty to the extent available, and Seller will transfer the benefits together with all limitations of that manufacturer's warranty to Buyer. This warranty does not cover failures caused in whole or in part by (i) improper installation or maintenance performed by anyone other than Seller; (ii) improper use or application; (iii) corrosion; (iv) normal deterioration; (v) operation beyond rated capacity, (vi) the use of replacement parts or lubricants which do not meet or exceed Seller's specifications, or (vii) if Seller's serial numbers or warranty date decals have been removed or altered. To qualify for warranty consideration for products or equipment, at the earlier of the Buyer's discovery of the defect or the time at which the Buyer should have discovered the defect; Buyer must immediately notify Seller in writing for instructions on warranty procedures. Seller's sole obligation for defective services shall be to repair or to replace defective parts or to properly redo defective services. All replaced equipment becomes Seller's property. **THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHICH ARE HEREBY DISCLAIMED. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** Seller makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity or will detect the presence of, or eliminate, treat, or mitigate the spread, transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

**(8) INDEMNIFICATION, REMEDIES AND LIMITATIONS OF LIABILITY.** In addition to Paragraph 8 below regarding patents, Buyer agrees that Seller shall be responsible only for such injury, loss, or damage caused by the intentional misconduct or the negligent act or omission of Seller. In the event Buyer claims Seller has breached any of its obligations under the Agreement, whether of warranty or otherwise, Seller may request the return of the goods and tender to Buyer the purchase price theretofore paid by Buyer, and in such event, Seller shall have no further obligation under the Agreement except to refund such purchase price upon redelivery of the goods. If Seller so requests the return of the goods, the goods shall be redelivered to Seller in accordance with Seller's instructions and at Seller's expense. The remedies contained in these Standard Terms and Conditions shall constitute the sole recourse of Buyer against Seller for breach of any of Seller's obligations under the Agreement, whether of warranty or otherwise. **To the maximum extent permitted by law, in no event shall Seller and its affiliates and their respective personnel, suppliers and vendors ("JCI Parties") be liable to Buyer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any: (a) special, indirect, incidental, punitive, or consequential damages; (b) lost profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. In any case, the entire aggregate liability of the JCI Parties under this Agreement for all damages, losses and causes of action, whether in contract, tort (including negligence), or otherwise shall be limited to the purchase price paid by Buyer hereunder.**

**(9) PATENTS.** Seller shall defend, or at its option settle, any action against Buyer brought by a third party to the extent that the action is based upon a claim that the products or equipment provided under the Agreement in the United States infringes any U.S. patents or copyrights 9or in Canada infringes on any Canadian patents or copyrights), or misappropriates any trade secrets of a third party ("Claim"), provided that: (i) Buyer gives Seller prompt written notice of any such Claim, (ii) Buyer gives Seller full authority to defend or settle any such Claim, and (iii) Buyer gives Seller proper and full information and assistance, at Seller's expense (except for Buyer's employees' time) to defend or settle any such Claim. Seller will pay those costs and damages finally awarded against Buyer in the action that are specifically attributable to the claim or those costs and damages agreed to in a monetary settlement of the action. **THE FOREGOING IS IN LIEU OF ANY WARRANTIES OF NON-INFRINGEMENT, WHICH ARE HEREBY DISCLAIMED.** The foregoing obligation of Seller does not apply with respect to products or equipment or portions or components thereof (a) not supplied by Seller, (b) made in whole or in part in accordance to Buyer or owner specifications, (c) which are modified after shipment by Seller, if the alleged infringement related to such modification, (d) combined with other products, processes or materials where the alleged infringement relates to such combination, (e) where Buyer continues allegedly infringing activity after being notified thereof and/or after being informed of modifications that would have avoided the alleged infringement without significant loss of performance or functionality, or (f) where Buyer's use of the product or equipment is incident to an infringement not resulting primarily from the product or equipment; Buyer will indemnify Seller and its officers, directors, agents, and employees from all damages, settlements, attorneys' fees and expenses related to a claim of infringement, misappropriation, defamation, violation of rights of publicity or privacy excluded from Seller's indemnity obligation herein.

**(10) GOVERNING LAW.** For any goods or work performed in the U.S., the formation and performance of the Agreement shall be governed by the laws of the State of Wisconsin, U.S.A. For any goods or work performed in Canada, the Agreement shall be governed by the laws of Ontario. Other than claims for unpaid contract amounts by Seller, any action for breach of the Agreement or any covenant or warranty must be commenced within one year after the cause of action has accrued unless such provision is not permitted by applicable law.

**(11) DISPUTE RESOLUTION.** Seller shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. The venue for any such arbitration shall be in Milwaukee, Wisconsin for U.S. sales, and Toronto, Ontario for Canadian sales. The arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. In the event the matter is submitted to a court, Seller and Buyer hereby agree to waive their right to trial by jury and covenant that neither of them will request trial by jury in any such litigation. Buyer will pay all of Seller's reasonable collection costs (including legal fees and expenses).

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DIR: 100000593  
CL#: 22445



**(12) SOFTWARE AND DIGITAL SERVICES.** Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Seller's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Seller and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

**(13) PRIVACY. Seller as Processor:** Where Seller factually acts as Processor of Personal Data on behalf of Buyer (as such terms are defined in the DPA) the terms at [www.johnsoncontrols.com/dpa](http://www.johnsoncontrols.com/dpa) ("DPA") shall apply. **Seller as Controller:** Seller will collect, process and transfer certain personal data of Buyer and its personnel related to the business relationship between it and Buyer (for example names, email addresses, telephone numbers) as controller and in accordance with Seller's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Buyer acknowledges Seller's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Buyer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Seller is mandatorily required from Buyer's personnel under applicable law, Buyer warrants and represents that it has obtained such consent.

**(14) CONNECTED EQUIPMENT SERVICES.** Certain equipment sold hereunder includes by default Seller's Connected Equipment Services. Connected Equipment Services is a data-analytics and monitoring Software platform that uses a cellular or network connection to gather equipment performance data to assist Seller in advising Buyer on (and Buyer in better understanding) such equipment's health, performance or potential malfunction. **If Buyer's equipment includes Connected Equipment Services, such services will be on by default and the remote connection will continue to connect to Buyer's Equipment through the full equipment lifecycle, unless Buyer specifically requests in writing that Seller disable the remote connection or Seller discontinues or removes such remote connection.** For more information on whether your particular equipment includes Connected Equipment Services, a subscription to such services and the cost, if any, of such subscription, please see your applicable order, quote, proposal, or purchase documentation or talk to your Seller sales representative. If Buyer's equipment includes Connected Equipment Services, Seller will provide a cellular modem or other gateway device ("Gateway Device") owned by Seller or Buyer will supply a network connection suitable to establish a remote connection with Buyer's applicable equipment to permit Seller to use Connected Equipment Services to perform first-year and extended warranty services as well as other services, including troubleshooting, quarterly health reports, remote diagnostic and monitoring and aftermarket services. For certain subscriptions, Buyer will be able to access equipment information from a mobile or smart device using Connected Equipment Service's mobile or web app. Any Gateway Devices provided hereunder shall remain Seller's property, and Seller may upon reasonable notice access and remove such Gateway Device and discontinue services in accordance with the Software Terms. If Buyer does not permit Seller to connect via a connection validated by Seller for the equipment or the connection is disconnected by Buyer, and a service representative must therefore be dispatched to the Buyer site, then the Buyer will pay Seller at Seller's then-current standard applicable contract regular time and/or overtime rate for services performed by the service representative. Seller disclaims any obligation to advise Buyer of any possible equipment error or malfunction. **Buyer acknowledges that, while Connected Equipment Services generally improve equipment performance and services, Connected Equipment Services does not prevent all potential malfunction, insure against all loss or guarantee a certain level of performance and that Seller shall not be responsible for any injury, loss, or damage caused by any act or omission of Seller related to or arising from the monitoring of the equipment under Connected Equipment Services.**

**(15) MISCELLANEOUS**

**(a) CHANGES OF CONSTRUCTION AND DESIGN:** Seller reserves the right to change or revise the construction and design of the products or equipment purchased by Buyer, without liability or obligation to incorporate such changes to products or equipment ordered by Buyer unless specifically agreed upon in writing reasonably in advance of the delivery date for such products or equipment. Buyer agrees to bear the expense of meeting any changes or modifications in the scope of this Agreement or in local code requirements which become effective after Seller has accepted Buyer's order.

**(b) CHARACTER OF PRODUCT AND SECURITY INTEREST:** The goods delivered by Seller under the terms of the Agreement shall remain personal property and retain its character as such no matter in what manner affixed or attached to any structure or property. Buyer grants Seller a security interest in said goods, any replacement parts and any proceeds thereof until all sums due Seller have been paid to it in cash. This security interest shall secure all indebtedness or obligations of whatsoever nature now or hereafter owing Buyer to Seller. Buyer shall pay all expenses of any nature whatsoever incurred by Seller in connection with said security interest. Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall be subject to the mechanics lien legislation applicable to the location where the work will be performed.

**(c) INSURANCE:** Buyer agrees to insure the goods delivered under the Agreement in an amount at least equal to the purchase price against loss or damage from fire, wind, water or other causes. The insurance policies are to be made payable to Seller and Buyer in accordance with their respective interests, and when issued are to be delivered to Seller and held by it. Failure to take out and maintain such insurance shall entitle Seller to declare the entire purchase price to be immediately due and payable and shall also entitle Seller to recover possession of said goods.

**(d) INSTALLATION:** If installation by the Seller is included within the Seller's Quotation, Buyer shall provide all of the following at its own expense and at all times pertinent to the installation: i) free, dry, and reasonable access to Buyer's premises; and ii) proper foundations, lighting, power, water and storage facilities reasonably required. If any change in the scope of this Agreement or schedule for performance is ordered or directed by the Buyer (or any other party to the installation other than Seller) or any Force Majeure Event causes an increase in the cost or time required for Seller's performance of the work, Buyer shall make an upward equitable adjustment in the contract price or time of performance or both. Seller's additional costs, plus reasonable overhead and profit, shall be paid in full no later than 30 days from completion of such work.

**(e) COMPLIANCE WITH LAWS:** Seller's obligations are subject to the export administration and control laws and regulations of the United States and Canada. Buyer shall comply fully with such applicable laws and regulation in the export, resale or disposition of purchased products or equipment. Quotations or proposals made, and any orders accepted by Seller from a Buyer outside the United States or Canada are with the understanding that the ultimate destination of the products or equipment is the country indicated therein. Diversion of the products or equipment to any other destination contrary to the United States or Canada, as applicable, is prohibited. Accordingly, if the foregoing understanding is incorrect, or if Buyer intends to divert the products or equipment to any other destination, Buyer shall immediately inform Seller of the correct ultimate destination.

**(f) BUYER RESPONSIBILITIES:** Buyer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Seller secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Buyer and/or end user against unauthorized access. Buyer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

**(g) FORCE MAJEURE:** Seller shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Seller to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Seller, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in the tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Seller. If Seller's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Seller shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Seller is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Seller will be entitled to extend the relevant completion date by the amount of time that Seller was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Seller's cost to perform the services, Buyer is obligated to reimburse Seller for such increased costs, including, without limitation, costs incurred by Seller for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Seller in connection with the Force Majeure Event.

**(h) ONE-YEAR CLAIMS LIMITATION:** No claim or cause of action, whether known or unknown, shall be brought against Seller more than one year after the claim first arose. Except as provided for herein, Seller's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

T&C Version: 3/31/2021

**Memorandum of Understanding Between Johnson Controls Inc. and Sacramento City  
Unified School District – February 28, 2022**

This Memorandum of Understanding (“MOU”) is entered into by Sacramento City Unified School District and Johnson Controls, Inc. (collectively, “the Parties”) as of the date of full execution of the MOU (the “Effective Date”).

1. On or around December 10, 2020, Johnson Controls, Inc. (“JCI”) and Sacramento City Unified School District (“SCUSD”) executed an agreement referencing PO Number P21-01319 (the “Agreement”) whereby JCI agreed to sell and SCUSD agreed to purchase 6000 V-Pac Self-Contained Portable Air Purification Units with UV-C Bulbs (“V-Pacs”), including lamp and filter replacement parts, manufactured by UltraViolet Devices, Inc. (“UVDI”), for use in the school district’s classrooms. The total purchase price, including freight and tax, was \$6,148,125.00.
2. SCUSD financed the V-Pac transaction with relief funding received under the American Rescue Plan (“ARP”). The ARP relief funding was designed to facilitate the SCUSD’s efforts to mitigate the spread of COVID in the classrooms, and to implement appropriate indoor air quality improvements that foster healthy learning and working environments for students and staff.
3. Due to the nature of the order, the Agreement provided that “[o]nce the order is placed at the factory, it cannot be cancelled for any reason.”
4. The Agreement required SCUSD to make a 20% down payment, including tax, of \$1,207,125.00. SCUSD made this payment on December 21, 2020. Between March and May 2021, SCUSD made 3 additional payments totaling \$2,417,227.59.
5. The total amount SCUSD has paid JCI under the Agreement to date is \$3,624,352.59. \$2,523,772.41 of the \$6,148,125.00 purchase price currently remains unpaid.
6. Of the 6,000 V-Pacs purchased by SCUSD under the Agreement, 4,993 were shipped and delivered to SCUSD. However, in May 2021, prior to the shipment of the remaining V-Pacs, SCUSD requested and JCI agreed to halt further shipments due to outstanding questions concerning the value and efficacy of the V-Pacs for classroom use.
7. Given the longstanding partnership between JCI and SCUSD, the Parties worked together to overcome the challenges involved with SCUSD’s implementation of portable air purification technology for its classrooms and find a creative solution to avoid any dispute under the Agreement.
8. The crux of the solution permits SCUSD to return the units without contractual penalty and to repurpose the ARP relief funding on similarly qualifying projects and uses, while at the same time compensating JCI for the substantial negative financial impact JCI will incur downstream in returning all of the V-Pacs to UVDI.



9. Therefore, upon signature of this Memorandum of Understanding (“MOU”), the Parties agree as follows:
- A. JCI will furnish to SCUSD a Credit Memo that provides SCUSD with a credit on its account in the amount of \$3,624,352.59 (“V-Pac Credit”). The terms of the credit memo will entitle SCUSD to apply this amount toward accounts payable to JCI with respect to future healthy building and/or pandemic-related improvements to SCUSD buildings provided by JCI. Such improvements may include, but are not limited to:
    - i. HVAC/Rooftop Unit retrofits and replacements, Economizer upgrade and installations, Metasys upgrades and migrations, installations of classroom CO2 sensors and temperature control devices, UL Safe Trace Audits (IAQ, ventilation verification, and infection control for K-12 school), mechanical services to upgrade and/or retrofit ageing equipment, and/or other healthy-building related projects, including design services of such systems.
    - ii. The cost for such improvements, including but not limited to markup on any subcontract labor, will be consistent with any state or national purchasing agreement, or other public agency agreement JCI is a signatory to, such as Sourcewell (formerly NJPA) contracts and subject to review and approval by SCUSD staff (JCI to provide “open book” pricing for staff review).
  - B. The redemption period for the V-Pac Credit (\$3,624,352.59) will be by September 30, 2022. If the V-Pac Credit is not utilized in full within the redemption period, then JCI’s release of SCUSD is void and JCI may enforce the non-cancellation provision of the Agreement and seek restocking and other downstream costs from SCUSD. For purposes of this section, the definition of “utilized in full” during the redemption period shall refer to the issuance of a new purchase order by SCUSD accepted in writing by JCI or other provision of written assurance agreed to in writing by both parties for any future healthy building and/or pandemic-related improvements described above and shall not be interpreted to require the actual completion of the new project(s) by the redemption date.
  - C. SCUSD agrees to reach an agreement with JCI in writing in which SCUSD shall commit to spending the remaining balance under the original Agreement of \$2,523,772.41 (“V-Pac Balance”) with JCI in connection with one or more future healthy building and/or pandemic-related improvements by September 30, 2022. For any such Projects, SCUSD shall be invoiced by JCI as specified under the original Agreement.
  - D. All future purchases by SCUSD from JCI under the MOU shall be subject to JCI Standard Terms and Conditions.

- E. In exchange for these terms, JCI will not enforce the non-cancellation and modification provisions of the Agreement.
- F. **Instead, JCI will coordinate** UVDI's pick-up of all V-Pacs in SCUSD's possession and the return of all such units to UVDI, at no cost to SCUSD, no later than 30 days following execution of the MOU unless extended by mutual agreement in writing
- G. Subject to SCUSD's timely redemption of the V-Pac Credit and written commitment to spend the V-Pac Balance as set forth in Sections 9.B and 9.C above, no contractual penalty will be applied in connection with SCUSD's return of the units under the Agreement.
- H. Subject to performance of the terms and conditions stated above, the Parties agree to release all claims and causes of action, whether now known or unknown, which the parties have, or might have or could have asserted, against the other, its officials, employees, insurers, Board Members, attorneys, representatives, agents, vendors, or parties otherwise associated with the Agreement or the V-Pacs. For the avoidance of doubt, the release of liability extended by SCUSD to JCI extends and applies to UVDI.
- I. Each party will be responsible for its own legal fees and costs.
- J. The execution of this MOU shall not operate as an admission of liability by either party with respect to the Agreement or the V-Pacs.
- K. Except as otherwise agreed to by the Parties or required by law, including obligations arising under the California Public Records Act (Government Code section 6250 et seq.) and the Ralph M. Brown Act (Government Code section 54950 et seq.), the Parties and their attorneys agree to keep this MOU confidential.
- L. Each side agrees they will not publicly criticize, disparage, call into disrepute or otherwise defame the other with respect to the Agreement, the V-Pacs, and this MOU. The parties will further agree to a joint statement that indicate we are maintaining our long-standing business relationship and will continue to work on solutions that are beneficial to SCUSD's students, staff and community.

SIGNATURES:

  
 \_\_\_\_\_  
 Johnson Controls Inc.

2/28/22  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Sacramento City Unified School District

2/25/22  
 \_\_\_\_\_  
 Date

| SCUSD / HVAC / Sites 10-23 |      |                     |                        | Funding source    | Funding source  |                 |      |
|----------------------------|------|---------------------|------------------------|-------------------|-----------------|-----------------|------|
| SCUSD ID                   | ID # |                     | Total site cost        | MOU Credit        | ESSER           | PO \$           | PO # |
|                            |      |                     | \$7,753,883.71         | \$3,624,352.59    |                 |                 |      |
| 0004-463                   | 10   | Alice Binery        | \$ 285,368.69          | \$ 285,368.69     | \$ -            | \$ -            |      |
| 0108-463                   | 11   | Ethel Baker         | \$ 353,658.18          | \$ 353,658.18     | \$ -            | \$ -            |      |
| 0110-463                   | 12   | Ethel Phillips      | \$ 344,499.13          | \$ 344,499.13     | \$ -            | \$ -            |      |
| 0354-463                   | 13   | Suttersville        | \$ 306,364.10          | \$ 306,364.10     | \$ -            | \$ -            |      |
| 0390-463                   | 14   | Woodbine            | \$ 307,705.57          | \$ 307,705.57     | \$ -            | \$ -            |      |
| 0183-463                   | 15   | New Joseph Bonnheim | \$ 297,605.68          | \$ 297,605.68     | \$ -            | \$ -            |      |
| 0269-463                   | 16   | Pacific             | \$ 440,072.69          | \$ 440,072.69     | \$ -            | \$ -            |      |
| 0272-463                   | 17   | Parkway             | \$ 338,438.60          | \$ 338,438.60     | \$ -            | \$ -            |      |
| 0229-463                   | 18   | Success Acadamy     | \$ 290,775.09          | \$ 290,775.09     | \$ -            | \$ -            |      |
| 0117-463                   | 19   | Fr. Ketih B Kenn    | \$ 189,734.28          | \$ 189,734.28     | \$ -            | \$ -            |      |
| 0571-463                   | 20   | Cap Cit             | \$ 191,699.76          | \$ 191,699.76     | \$ -            | \$ -            |      |
| 0520-463                   | 21   | Hiram Johnson HS    | \$ 1,319,695.95        | \$ 278,430.81     | \$ 1,041,265.14 | \$ 1,041,265.14 |      |
| 0525-463                   | 22   | JFK HS              | \$ 1,335,524.72        | \$ -              | \$ 1,335,524.72 | \$ 1,335,524.72 |      |
| 0530-463                   | 23   | Luther Burbank      | \$ 1,752,741.27        | \$ -              | \$ 1,752,741.27 | \$ 1,752,741.27 |      |
|                            |      |                     | \$ 7,753,883.71        | \$ 3,624,352.59   | \$ 4,129,531.13 | \$ 4,129,531.13 |      |
|                            |      |                     | <b>Total site cost</b> | <b>MOU Credit</b> | <b>ESSER</b>    | <b>PO \$</b>    |      |



**Solicitation Number: RFP #070121****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Johnson Controls, Inc., 5757 North Green Bay Avenue, Milwaukee, WI 53209 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for HVAC Systems and Related Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

**1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires August 12, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.



Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship for a period of one year for Equipment and Products and ninety days for Services. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Supplier will provide its standard proposal terms and conditions with specific scope for all task orders under this Contract. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## **7. CUSTOMER SERVICE**

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

#### **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

#### **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the

circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

### **11. INDEMNITY AND HOLD HARMLESS**

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, to the extent resulting from negligence or willful misconduct in the performance of this Contract by the Supplier or its agents or employees for third-party injury or death to person(s) or property or caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Supplier will not be liable for indirect or consequential damages. Vendor's liability to Sourcewell arising out of this Contract, with the exception of Supplier's indemnification obligations under this Section, shall not exceed amounts paid or payable under this Contract. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

### **12. GOVERNMENT DATA PRACTICES**

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

### **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

#### **A. INTELLECTUAL PROPERTY**

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.



b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws. Supplier shall have the right, at its option, to: i) make the Equipment or Products non-infringing, ii) replace the infringing Equipment or Products; or (iii) on return of the Equipment or Products by Sourcewell or the Participating Entity, Supplier will refund the amounts actually paid by Sourcewell or the Participating Entity for the infringing Equipment or Products, less depreciation over a three (3) year period. Liability for infringement under this Section excludes: (i) misuse or modification of the product by Sourcewell or the Participating Entity or its employees, agents or downstream customers, (ii) use of the product or work in combination with other materials, goods, products, or services for which the product was not intended to be used (as demonstrated by Supplier's applicable product literature), (iii) failure of Sourcewell or the Participating Entity to implement any update provided by Supplier that would have prevented the claim, (iv) work that Supplier made to Sourcewell's or the Participating Entity's specifications or designs, (v) product that is not manufactured by Supplier, and (iv) claims with respect to third party hardware or software.

5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.



6. *Digital & Intellectual Property.* Use, implementation, and deployment of software and hosted software products proprietary to Supplier (“Software”) shall be subject to, and governed by, Supplier’s standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the “Software Terms”). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Supplier and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Supplier shall retain all right, title and interest in any (a) work provided to Sourcewell and any Participating Entities, including without limitation, all software source and object code, documentation, technical information or data, specifications and designs and any changes, improvements or modifications thereto (“Deliverables”), and (b) Know-How (defined below) employed by Supplier in the creation of the Deliverables or performance of the associated work, whether known to Supplier prior to, or developed or discovered or acquired in connection with, the performance of its obligations under this Contract. Ownership of all Deliverables and Know-How shall vest solely in Supplier and no Deliverables shall be deemed “works made for hire.” Without limiting the generality of the foregoing, ownership of all source files used in the course of performing all associated work shall remain the exclusive property of Supplier. For purposes of this Contract, “Know-How” means any know-how, processes, techniques, concepts, methodologies, tools, analytical approaches, database models and designs, discoveries, and ideas furnished, produced by, developed, or used by Supplier in the creation or provision of the Deliverables or in the performance of the Services, Products or Equipment, and any changes, improvements, or modifications thereto or derivatives thereof. Additional terms and conditions or other required transaction documentation related to Software Terms may be addressed directly between a Participating Entity and Supplier depending upon the Software or offering, including any applicable terms and conditions related to any Software subscriptions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

#### **15. FORCE MAJEURE**

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

#### **16. SEVERABILITY**

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

#### **17. PERFORMANCE, DEFAULT, AND REMEDIES**

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## 18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for Products-Completed operations
- \$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or

“work” performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

## **21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 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 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 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. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.



C. 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 C.F.R. § 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. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 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 C.F.R. § 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. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require 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). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 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 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 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. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must 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. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must 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.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation



and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

**22. CANCELLATION**

Sourcwell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcwell

Johnson Controls, Inc.

DocuSigned by:  
*Jeremy Schwartz*  
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DocuSigned by:  
*Jeremy L Rainwater*  
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By: \_\_\_\_\_  
Jeremy Schwartz  
Title: Chief Procurement Officer

By: \_\_\_\_\_  
Jeremy L. Rainwater  
Title: VP & GM HVAC and Controls North America

10/7/2021 | 8:54 PM CDT

10/14/2021 | 5:51 PM CDT

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved:

DocuSigned by:  
*Chad Coauette*  
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By: \_\_\_\_\_  
Chad Coauette  
Title: Executive Director/CEO

10/14/2021 | 5:53 PM CDT

Date: \_\_\_\_\_

# RFP 070121 - HVAC Systems and Related Services

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## Vendor Details

Company Name: Johnson Controls, Inc.  
Does your company conduct business under any other name? If yes, please state: MD  
Address: PO Box 246  
Chesapeake City, Maryland 21915  
Contact: Tom Staves  
Email: thomas.staves@jci.com  
Phone: 443-676-8813  
Fax: 443-676-8813  
HST#: 39-0380010

## Submission Details

Created On: Thursday June 03, 2021 10:17:10  
Submitted On: Thursday July 01, 2021 10:19:53  
Submitted By: Tom Staves  
Email: thomas.staves@jci.com  
Transaction #: 3a12fdca-b2a1-4826-b500-969a9b2c8b16  
Submitter's IP Address: 104.129.195.1

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**Specifications****Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

| Line Item | Question   | Response *  |
|-----------|--|---|
| 1         | Proposer Legal Name (one legal entity only):   | Johnson Controls Inc.   |
| 2         | Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.  | Johnson Controls Canada, LP<br>Johnson Controls Security Solutions  |
| 3         | Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.   | Johnson Controls does not have any applicable assumed names.<br>Johnson Controls, Inc. has previously operated under two (2) former names:<br>1. Johnson Service Company from July 10, 1902 to November 11, 1974<br>2. Johnson Electric Service Company from July 31, 1900 to July 10, 1902 |
| 4         | Proposer Physical Address:   | 5757 North Green Bay Avenue Milwaukee, WI 53209   |
| 5         | Proposer website address (or addresses):   | www.JohnsonControls.com   |
| 6         | Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract): | Jeremy L Rainwater, VP & GM HVAC and Controls North America<br>5757 North Green Bay Avenue Milwaukee, WI 53209<br>jeremy.l.rainwater@jci.com<br>414-524-1200  |
| 7         | Proposer's primary contact for this proposal (name, title, address, email address & phone):  | Tom Staves<br>Cooperative Program Manager<br>705 Digital Drive, Suite N, LINTHICUM HEIGHTS, MD 21090-2267<br>Thomas.Staves@JCI.com<br>443-676-8813  |
| 8         | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):   | Andrew Pergande, Director Commercial Optimization<br>5757 North Green Bay Avenue Milwaukee, WI 53209<br>Andrew.Pergande@jci.com<br>414 524 6937   |

**Table 2: Company Information and Financial Strength**

| Line Item | Question | Response * |
|-----------|----------|------------|
|-----------|----------|------------|

|    |   |   |
|----|---|---|
| 9  | Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.  | <p>Johnson Controls is a global diversified technology and multi-industrial leader serving a wide range of clients in more than 150 countries. Our Performance Infrastructure business, which operates independently, and specifically is responsible for the successful delivery of guaranteed savings projects and other alternative funding projects delivers world-class solutions that address our clients' energy and infrastructure needs. Our solutions leverage our experience from thousands of higher education projects across the country matched to the specific requirements and needs of the client and their facilities.</p> <p>Our company has its very roots in the energy efficiency business. In 1883, Warren S. Johnson, a professor at the State Normal School in Whitewater, Wisconsin, received a patent for the electric room thermostat. His invention launched the building control industry. Johnson Controls with over \$30 billion of revenue in 2017, recently Johnson Controls merged with Tyco to become a global leader in building systems, energy storage, and integrated security and fire.</p> <p>Johnson Controls is a pioneer in developing performance contracting as a viable means by which to update facilities and make them more cost-effective to operate. We have implemented more than 3,000 performance contracting agreements – all with guaranteed savings since 1983.</p> <p>Core Values, Business Philosophy Johnson Controls Values:<br/> <b>INTEGRITY FIRST:</b> We promise honesty and transparency. We uphold the highest standards of integrity and honor the commitments we make.<br/> <b>PURPOSE LED:</b> We believe in doing well by doing good and hold ourselves accountable to make the world a better place through the solutions we provide, our engagement in society, the way we do business, and our commitment to protect people and the environment.<br/> <b>CUSTOMER DRIVEN:</b> We win when our customers win. Our long-term strategic relationships provide unique insights and the ability to deliver exceptional customer experiences and solutions.<br/> <b>FUTURE FOCUSED:</b> Our culture of innovation and continuous improvement drives us to solve today's challenges while constantly asking 'what's next.'<br/> <b>ONE TEAM:</b> We are one team, dedicated to working collaboratively together to create purposeful solutions that propel the world forward.</p> <p>Industry Longevity Related To The Requested Equipment:<br/> Johnson Controls paints an impressive picture, with 130+ years of innovation and over four million customers. Johnson Controls is a global diversified technology and multi-industrial leader serving a wide range of customers. Our commitment to sustainability dates back to our roots in 1885, with the invention of the first electric room thermostat. Johnson is committed to helping our customers win and creating greater value for all of our stakeholders through a strategic focus on buildings and energy growth platforms.</p> <p>Products Or Services<br/> Johnson Controls offers best-in-class technologies, products, installation, and service capabilities across building management, fire, security, sensors/controls, HVAC, industrial refrigeration, and energy storage solutions. Our offering includes total support for all fire alarm, fire detection, fire protection, integrated security, HVAC, Building Controls, healthcare communications, and sound/communications needs. Our capabilities include design, engineering development, integration, installation, project management, programming, testing, commissioning, training, warranty support, and post-warranty service. Our Technicians are highly trained and use state-of-the-art test equipment to ensure high-quality results and are trained to perform related repairs, in addition to inspections and responding to emergency maintenance requirements. Our life safety services are "Best-Value" for the following reasons:<br/> - Specialized inspection teams trained to identify and correct problems before they occur, thus preventing costly nuisance alarms and unnecessary downtime.<br/> - Experienced technicians ensure that repairs are done right and promptly. Standardized reporting and documentation.<br/> - Customized service plans to meet any customer's needs.<br/> Our organization provides local support from our North American network of over 150 local offices in the United States and Canada. Each office functions as a "one-stop-shop" providing parts, supplies, and equipment specific to each of the clients it serves.</p> |
| 10 | What are your company's expectations in the event of an award?  | Johnson Controls expects to build upon our previous contract 030817-JHN successes. Though we had tremendous adoption by our sales teams, there is still much work that needs to be done to maximize the sales potential including launching Canada. We are looking to add additional personnel to our corporate sales team to manage field training, business development, and direct sales. An annual budget has been submitted to assist in the development of additional collateral and E-marketing campaigns and plans to attend local/ regional trade shows to promote our participation in the program.   |
| 11 | Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.  | Johnson Controls Inc is a wholly-owned indirect subsidiary of Johnson Controls International plc, a publicly owned company listed on the New York Stock Exchange (ticker: JCI). As a wholly-owned subsidiary, Johnson Controls Inc's financial results are consolidated in the financial statements of Johnson Controls International plc. In Fiscal Year 2020, Johnson Controls saw net revenue of \$22.3 billion with positive cashflow. Johnson Controls enjoys a strong balance sheet with \$10 billion in assets against \$8.2 billion in total liabilities. Total shareholders' equity was \$17.4 billion for FY 2020. We have provided the Johnson Controls 2020 Annual Report, credit and bond ratings, letters of credit, and detailed reference letters   |
| 12 | What is your US market share for the solutions that you are proposing?  | <p>Johnson Controls does not divulge market share for equipment categories, however, we can report on our North American market share for the following services:</p> <ul style="list-style-type: none"> <li>- Energy Saving Performance Contracting: 14%</li> <li>- P3: 36%</li> <li>- Service and Maintenance: 3%</li> </ul> <p>These values include both the US and Canada.</p>  |
| 13 | What is your Canadian market share for the solutions that you are proposing?  | See answer to question 12.  |
| 14 | Has your business ever petitioned for bankruptcy protection? If so, explain in detail.  | Johnson Controls has never petitioned for bankruptcy protection.  |
| 15 | <p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p> | B) Johnson Controls is a manufacturer and service provider with an extensive network of sales and service branches that are 100% company-owned. The branch network provides equipment, installation, and service for HVAC, security, fire, and Performance Contracting (PC) needs.  |

|    |   |   |
|----|---|---|
| 16 | If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP. | <p>When selecting a company to provide HVAC systems and service, you want to choose a proven contractor that is responsible, experienced, and has employees with the expertise and knowledge to work efficiently and help you make the best choices for your facilities.</p> <p>In addition to professional licenses in all 50 states and 10 Canadian Provinces, our team members hold licenses, certifications, and accreditations by various professional organizations. Professional certification or accreditation indicates a certain proven amount of knowledge and experience in a particular subject area.</p> <p>To earn many of these credentials (e.g., LEED Accredited Professional), applicants are required to have experience in the field as well as pass a comprehensive examination administered by a third party. By regularly maintaining their certifications, our employees ensure they continue their education and keep pace with industry trends and standards.</p> <p>Please see the "Johnson Controls Certification Table" uploaded as a separate file. This table identifies just a few of the professional certifications held by Johnson Controls team members, relevant to HVAC equipment and services and energy efficiency projects. Beyond the dedicated resources for a project, our team can seek additional support from a variety of certified professionals at the regional and national level, as represented here.</p> |
| 17 | Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.  | Johnson Controls has been in business for well over 100 years and operates from about 120 offices in all North America. To the best of our knowledge and information, neither company, as a corporate entity, nor any of its branch or satellite offices have been suspended or debarred by any federal, state, provincial, or municipal public agency.   |

**Table 3: Industry Recognition & Marketplace Success**

| Line Item | Question | Response * |
|-----------|----------|------------|
|-----------|----------|------------|

|    |   |  |
|----|---|--|
| 18 | Describe any relevant industry awards or recognition that your company has received in the past five years  | <p>Our organization participates in a wide range of activities and has been recognized in several unique areas. The following information highlights some key examples.</p> <p><b>SUSTAINABILITY AND CORPORATE SOCIAL RESPONSIBILITY</b><br/>                 2019 World's Most Ethical Company<br/>                 12 selections since 2007 (March 2020, selected for the 13th time) Ethisphere Magazine<br/>                 100 Best Corporate Citizens, 2019<br/>                 Transparency and social responsibility, since 2006<br/>                 Corporate Responsibility Magazine<br/>                 2019 Best Corporate Citizens<br/>                 Community involvement, environmental impact, and fair employee treatment.<br/>                 Forbes Magazine<br/>                 Change the World, 2018<br/>                 Companies that are doing well by doing good<br/>                 Fortune Magazine<br/>                 AAA Rating<br/>                 Environmental, social, and governance MSCI Socially Responsible Indices Carbon Clean 200<br/>                 Biggest public companies ranked by green energy revenues<br/>                 Corporate Knights and As You Sow<br/>                 Energy Star Most Efficient 2020 Most efficient products<br/>                 Energy Star<br/>                 Environmental Leader Project of the Year<br/>                 For partnership with The University of Hawai'i (UH) Maui College Environmental Leader and Energy Manager Today<br/>                 Top Project Judges' Choice Award for its impressive strides in sustainability and renewable energy<br/>                 Environmental Leader and Energy Manager Today<br/>                 Environment + Energy Leader 100<br/>                 Terrill Laughton, VP, and GM of Energy Optimization and Connected Equipment Environmental Leader and Energy Manager Today</p> <p><b>INNOVATION</b><br/>                 Johnson Controls Top 100 Global Innovators, 5-time winner<br/>                 Most innovative corporations and institutions in the world, 2016, 2017, 2019, 2019,2020<br/>                 Clarivate Analytics<br/>                 Overall IoT Company of the Year, 2020<br/>                 Top companies, technologies, and products in the global Internet of Things (IoT) market<br/>                 IoT Breakthrough<br/>                 Most Intelligent Building – Corporate Headquarters (Bee'ah's new headquarters in the UAE)<br/>                 Optimize energy efficiency, make the best use of available space and help the building's occupants be more productive<br/>                 Digie Award</p> <p><b>QUALITY / PRODUCTS</b><br/>                 Our organization participates in a wide range of activities and has been recognized in several unique areas. The following information highlights some key examples.<br/>                 Humanitarian Award, 2019<br/>                 Fire Commissioner's Humanitarian Award<br/>                 Fire Department of the City of New York Foundation Sustainability Product of the Year<br/>                 The YORK® Mission Critical Direct Evaporative Cooling Air Handling Unit in the 2019 Sustainability Awards. The awards honor those who have made sustainability an integral part of their business practice.<br/>                 The Business Intelligence Group<br/>                 Edison Award<br/>                 Environmentally Friendly Solutions sub-category of the Energy and Sustainability award category<br/>                 The Edison Awards annually honor excellence in human-centered design and innovation<br/>                 Five honors in the 2019 Brandon Hall Group Human Capital Management Excellence Awards<br/>                 Innovative learning solutions and sales training programs that help improve the human capital management space, achieve results and provide meaningful careers<br/>                 Brandon Hall Group<br/>                 YORK® YHAU CGN Absorption Chiller – Heater<br/>                 Use of a natural refrigerant (water) that offers zero ozone depletion and global warming potential<br/>                 New Products for Engineers<br/>                 2018 IW Best Plants Winner, Norman OK plant<br/>                 Operational excellence<br/>                 Industry Week<br/>                 Four 2019 World Class Briefing Awards for its excellence in management, planning, customer experience, and measurement<br/>                 Association of Briefing Program Managers<br/>                 Most Intelligent Building – Corporate Headquarters (Bee'ah's new headquarters in the UAE)<br/>                 Optimize energy efficiency, make the best use of available space and help the building's occupants be more productive<br/>                 Digie Award</p> <p><b>WORKFORCE DIVERSITY</b><br/>                 Grady Crosby, vice president of public affairs and chief diversity officer honored with the 2019 Business Champion award<br/>                 Commitment to creating a diverse and inclusive workforce<br/>                 African American Chamber of Commerce<br/>                 Top 50 Employers for Women Engineers, 2019<br/>                 Readers of Woman Engineer were asked to name the employers for whom they would most like to work or that they believe would provide a positive working environment for women<br/>                 Women Engineer<br/>                 50 Best Companies for Diversity Dec. 2018<br/>                 Black Enterprise Magazine Top Employer – China, 2019<br/>                 For exceptional employee conditions, nurturing and developing talent throughout all levels of the organization and striving to optimize its employment practices and to develop its employees<br/>                 Top Employers Institute, China 2019<br/>                 Best of the Best for U.S. Veterans<br/>                 Top Veteran-Friendly Companies<br/>                 U.S. Veteran's Magazine<br/>                 2019 Sustainability Awards and Recognition does not include most recognition bestowed to specific locations and individual employees by organizations around the world for our employees' work to build a sustainable world and does not include sustainability indices to which Johnson Controls was named. This list is representative but not exhaustive of global sustainability honors and awards.</p> |
| 19 | What percentage of your sales are to the governmental sector in the past three years  | 26%  |
| 20 | What percentage of your sales are to the education sector in the past three years   | 18%  |
| 21 | List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years? | NCPA - \$3,865,224<br>TIPS - \$2,281,196<br>NASPO - \$6,036,765<br>OMNIA - \$1,500,000 (1st yr of agreement)   |

|    |  |   |   |
|----|--|---|---|
| 22 | List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years? | GSA - 084 190CA \$11,680,149<br>GSA-03FAC 0060P \$5,131,971 | * |
|----|--|---|---|

**Table 4: References/Testimonials**

**Line Item 23.** Supply reference information from three customers who are eligible to be Sourcewell participating entities.

| Entity Name *              | Contact Name *  | Phone Number *                                      |   |
|----------------------------|-----------------|---|---|
| Brainerd Public Schools    | Earl Wolleat    | 218-454-6906<br>earl.wolleat@isd181.org             | * |
| Castlewood School District | Dawn Wiersma    | 605-793-2351<br>dawn.wiersma@k12.sd.us              | * |
| Watertown School District  | Heidi Clausen   | 605-882-6314<br>heidi.clausen@k12.sd.us             | * |
| Fort Bend County           | Taral Patel     | 281-341-8608<br>taral.patel@fortbendcountytexas.gov |   |
| Marshall County            | Roger Haugtvedt | 218-745-4951<br>rodger.haugtvedt@co.marshall.mn.us  |   |

**Table 5: Top Five Government or Education Customers**

**Line Item 24.** Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

| Entity Name                                  | Entity Type * | State / Province *             | Scope of Work *  | Size of Transactions *      | Dollar Volume Past Three Years * |   |
|--|---------------|--------------------------------|--|-----------------------------|----------------------------------|---|
| Western Regional Integrated Health Authority | Government    | NL - Newfoundland and Labrador | P3, service, controls  | \$322.00 – \$109,274,268.00 | \$109.3M                         | * |
| Corvias Group - Public Housing               | Government    | Florida - FL                   | Work for this entity took place in multiple states.<br>Performance Contracting infrastructure improvements | \$61,531 – \$43,968,914     | \$97M                            | * |
| CUNY - The City University of New York       | Education     | New York - NY                  | Service, Chiller plant upgrade, hot water BMS extension, security cameras, various infrastructure upgrades | \$5,620 – \$24,724,109      | \$35.9M                          | * |
| City of Toledo                               | Government    | Ohio - OH                      | Performance Contract, various HVAC upgrades, automated meters, controls, service                           | \$334 - \$75,390,135        | \$75.9M                          | * |
| School District of Philadelphia              | Education     | Pennsylvania - PA              | Performance Contract, fire alarm, controls, various mechanical HVAC equipment upgrades                     | \$3,986 - \$24,000,000      | \$64.4M                          | * |



**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

| Line Item | Question   | Response *  |
|-----------|--|---|
| 25        | Sales force.   | Johnson Controls has 1740 sales personnel in North America working out of more than 160 branch offices. Our sales professionals are full-time employees. Most of the North American employees are full time with less than 1.5% being temporary or part-time.   |
| 26        | Dealer network or other distribution methods.  | Johnson Controls, Inc. does utilize a minimal amount of Agents at strategic locations throughout the USA. These Agents will be required to work through a local branch when using the Sourcewell contract to ensure pricing integrity and contract compliance. For those dealers that eventually want to sell direct, they will be required to go through a training program and a contract modification will be submitted to add them as an approved Dealer/Agent.   |
| 27        | Service force.   | As mentioned previously, we understand the importance of having a local presence in the communities we serve. This is why we have over 4,800 front-line service providers nationwide in over 160 branch locations. These service providers are direct employees of Johnson Controls.  |
| 28        | Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.  | <p>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. In most North American locations, we have the capability to answer emergency calls within two hours of the original call if required by the customer. Once issues are logged via our 24-hour emergency number, a record of the emergency is made for tracking purposes, and a service team member or members will be dispatched to the site of the issue.</p> <p>We also provide next-day service for routine service calls. We guarantee to answer emergency calls within 24 hours of your call and have technicians available 24-hours a day, seven days a week.</p> <p>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.</p> <p>Some very remote locations may be more than 2-hours away from a service branch. In those cases, we may install additional technology to enable us to detect, analyze, and possibly remedy problems remotely. Another option is establishing a connection to our Remote Operations Center who can then detect, report, and fix problems as they occur. In some cases, we have subcontracted with a local firm that can provide service within the 2-hour window.</p> <p>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 systems, 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 the community of a local service provider.</p> <p>The Johnson Controls E-Service tool provides a customer portal where Sourcewell members can access information related to their building(s) and service jobs, including details about service history, service requests, agreements, and invoices. From the main portal page, they can also review news articles and connect directly to various offerings.</p> <p>Our service branches are certified to service a wide range of facility infrastructures including the following:</p> <ul style="list-style-type: none"> <li>Building automation control systems</li> <li>Chiller and refrigeration equipment</li> <li>Boilers and associated heating systems</li> <li>Air handling equipment and large fans</li> <li>Hydronic equipment including pumps and cooling towers</li> <li>Pneumatic air systems (control and process)</li> <li>Fire alarm systems</li> <li>Security and card access control systems</li> <li>Low and high voltage electrical systems</li> <li>Packaged rooftop units and unitary heat/cooling equipment</li> </ul> <p>Maintenance</p> <p>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 a 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.</p> <p>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 is equally important in a successful strategy.</p> <p>Reactive Maintenance<br/>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>Predictive Maintenance<br/>Checking the condition of the equipment as it operates. Equipment conditions, rather than time intervals, determine the need for service.</p> <p>Preventative Maintenance<br/>Scheduling maintenance at specific times offers the first line of defense against failure.</p> <p>Proactive Maintenance<br/>Addresses root causes identified by predictive methods. It isolates and corrects the sources of failure altogether.</p> |
| 29        | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.   | Johnson Controls will support all geographic areas and market sectors of the United States through the proposed contract. We will be offering and promoting an awarded contract to all Sourcewell member segments and verticals through the proposed contract.  |
| 30        | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.  | Johnson Controls frequently provides products and services to customers in Canada, and will gladly support Sourcewell Canadian members. We have successfully managed, engineered, and implemented more than \$550 million in performance contract projects across Canada, which represents over \$600 million in guaranteed savings. We have 20 branch offices located throughout Canada, which enables us to provide HVAC systems and services to all provinces, Yukon Territory, the Northwest Territories, and Nunavut.  |
| 31        | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.   | Johnson Controls can service all geographic areas of the United States and all Sourcewell Member sectors. We have an international presence and an extensive presence in the United States and Canada. We provide HVAC systems and services to all markets and sectors and have entire teams dedicated to State Government, Higher Education, K-12 Schools and Districts, Local Government, Federal Government, Healthcare, and Public Housing.   |
| 32        | Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract? | Johnson Controls, Inc. can service all geographic areas in North America across all entity sectors with no limitations.   |
| 33        | Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.   | Johnson Controls operates offices located in HI, AK, and US Territories. There will not be any additional charges to service customers located within these areas unless they are more than our standard branch response area of 1 hours' travel from the nearest Johnson Controls office.  |

**Table 7: Marketing Plan**

| Line Item | Question   | Response *   |
|-----------|--|--|
| 34        | Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response. | <p>Our proposed Sourcewell marketing plan includes a coordinated effort between Johnson Controls and Sourcewell. We will continue to market the SOURCEWELL program both internally and externally via our corporate websites. Brochures will be dispensed in both hard copy and electronic format. Our team's Cooperative Program Manager, Mr. Tom Staves, will continue to oversee the program. Mr. Staves will be responsible for driving growth. He will be assisted by the following personnel who have also been supporting Sourcewell in the past. The following sales personnel will assist with the training, promotion, and direct sales to SOURCEWELL clients:</p> <p>Ms. Mary Beth Alexander - Business Development Mgr.<br/>                     Ms. Melanie LeClair - Business Development Mgr.<br/>                     Ms. Hayley Nitschke - Marketing</p> <p>The Sourcewell Logo will be added to tradeshow banners and promoted locally and nationally via numerous tradeshows our personnel attends throughout the year. We will continue to promote Sourcewell via our website. We will also distribute a form to clients. The form will be used to request additional information or schedule a meeting with a sales representative.</p>   |
| 35        | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.  | <p>We use a variety of electronic platforms to ensure contract awareness and to continually educate customers on life safety in general. Some current updates that are in process include; having a strong digital component to our advertising program that includes pay-per-click advertising. Online banner advertising, e-newsletters, links to JohnsonControls.com from key websites. We continue to make significant investments in redesigning our website and implementing marketing automation software that integrates with salesforce.com.</p> <ul style="list-style-type: none"> <li>• Update our existing customer database files for known Sourcewell members</li> <li>• Continuous refresh/updates to the Internet (as stated, there will be a dedicated page to Sourcewell)</li> <li>• Conduct Emailer campaigns</li> <li>• We have launched a very successful webinar series "Learn from the Leader" that takes on a new industry-related topic once per quarter. Free for all that attend.</li> <li>• All Sourcewell customers will have access to Service Channel. A dedicated secure portal where inspection reports, will be uploaded, service calls can be placed, and can even check on the time until the technician arrives.</li> <li>• Will promote via newsletter and corporate announcement</li> </ul> |
| 36        | In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?                                | <p>Johnson Controls entities have had tremendous success with our previous Sourcewell awards. As you see we have many of the same customers still with us under Sourcewell and have greatly expanded the program. We continue to make improvements and build upon past successes and learn from our experiences. Affiliated companies including Johnson Controls Security Solutions, Johnson Controls Canada LP, and Tyco Integrated Fire and Security have the benefit of working from procedures that have been established by Johnson Controls Fire Protection.</p> <p>Our team is driven to provide efficient public service through our national contract purchasing solutions and other related programs. We are only able to do this as we work together; to create a unified purchasing alliance that is valued by both Sourcewell Members and contracted suppliers.</p> <p>We understand our sales staff will be responsible for the majority of the marketing responsibilities for this contract. We are positioned to continue to work together to support a wide range of Sourcewell clients.</p>  |
| 37        | Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.            | <p>Most of our products are designed, developed, and integrated to meet specific customer needs. SSNA products and services are purchased primarily through our local branch network.</p>  |

**Table 8: Value-Added Attributes**

| Line Item | Question   | Response *   |
|-----------|--|--|
| 38        | Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply. | <p>By partnering with Johnson Controls, Sourcewell members will have the ability to customize training to meet their needs. Our programs can be comprehensive to increase the self-sufficiency of staff or more focused to develop competencies where needed. We design our training programs in conjunction with our service offerings to protect customer investments while maximizing the efficiency of their operations. Through continuous support and professional development, we align our services with their mission.</p> <p>To create a truly focused learning experience, we carefully customize our training programs to align with your goals and objectives. To help determine what training will be required for your staff, we will work with you through a series of brief interviews and simple tests with representatives from maintenance supervisors, maintenance staff, facilities engineering, and quality control. The program steps include the following:</p> <ul style="list-style-type: none"> <li>Define current maintenance and operating procedures</li> <li>Define required maintenance and operating procedures required for new equipment</li> <li>Review training options with plant engineering and maintenance</li> <li>Determine and organize training programs, based on need and skill level, for functional groups within the facility (supervisors, maintenance staff, custodial, etc.)</li> <li>Perform training with each group using a mix of theory, hands-on practice, and maintenance manual application</li> <li>Record each session for future use by staff</li> <li>On a regular basis, repeat and redesign new needs and re-establish competency on old ones</li> </ul> <p>Johnson Controls Institute<br/>                     Professional instructors with industry experience, state-of-the-art equipment, and hands-on lab activities are hallmarks of the Johnson Controls Training Institute experience. The Institute has been widely regarded as one of the best educational sources in the building environments industry since its establishment in 1947. Each year, more than 4,000 clients and employees attend courses at our institute.</p> <p>Training is available on-site or at one of our many training centers across the U.S. On-site training features hands-on training on your own equipment. For a listing of courses, please visit our website at <a href="http://www.johnsoncontrols.com">www.johnsoncontrols.com</a>.</p> <p>Packaged Training Programs<br/>                     We realize that off-site classroom instruction is not always practical. For that reason, the Institute produces several packaged training programs to assist our clients. Convenient and effective in-house training is possible through a variety of instructional videotapes, sound/slide, and computer-based training programs produced by the Institute.</p> <p>The computer-based training programs use the power and flexibility of the computer to deliver an interactive learning experience. Interacting one-on-one with the computer, the student can gain a better working knowledge of HVAC systems, energy management concepts, and facilities management system operation. The student can review each modular lesson after the initial learning experience to refresh skills as needed.</p> <p>Branch and On-Site Instruction<br/>                     Because branch training can provide a more convenient and cost-effective alternative to our standard Institute locations, we have converted many of our more popular courses to branch training programs. We can also conduct select courses using remote seminars that allow group training of the client's facilities, systems, and equipment. On-staff Johnson Controls Institute instructors teach the remote seminars at client sites, our offices, or another convenient location depending on the needs of the client group. We use portable equipment simulators that enable employees to practice without jeopardizing building operations.</p> <p>Another option for on-site instruction is on-the-job training, which allows our engineers, technicians, and mechanics to provide instruction at your facilities. This training is excellent for practical and productive learning. Materials include course handbooks, on-site laboratory sessions, and examinations. Typical topics include energy management, HVAC systems maintenance, and facility management system operation. Finally, phone support and technical assistance are always available over the phone or during our normal client service visits.</p> |

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| 39 | Describe any technological advances that your proposed products or services offer.  | <p>Our latest technology deployment is OpenBlue, which is further described in Question 70. It is a complete suite of connected solutions that deliver impactful sustainability, new occupant experiences, and respectful safety and security that combines our 135 years of building expertise with cutting-edge technology. OpenBlue features a suite of tailored, AI-powered service solutions such as remote diagnostics, predictive maintenance, compliance monitoring, advanced risk assessments, and more.</p> <p>One of our more powerful and popular technological advances is our Connected Services. All microprocessor-based York chillers can be connected to our Remote Operations Center and monitored 24/7. This information will better prepare our chiller technicians during their service visits and alert them during abnormal operating conditions. Our team will truly be connected to your member's operations resulting in improved performance.</p> <p>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.</p> <p>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.</p> <p>This application also allows our customers to sign off on completed work, which is immediately available for viewing on the Customer Portal. This tool also gives our technicians access to the internet for updated information on third-party equipment and Johnson Controls compiled database on third-party equipment.</p>   |
| 40 | Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.   | <p>At Johnson Controls, we've been dedicated to protecting the environment since our invention of the electric thermostat in 1885, which provided a fundamental shift in the energy efficiency of buildings. Now, all over the world, our products and services empower customers and communities to consume less energy and conserve resources.</p> <p><b>Our Objectives</b><br/>Sustainability is an integral part of our vision and values. Our environmental efforts are conducted with the following objectives in mind:</p> <ul style="list-style-type: none"> <li>• Supporting our company's growth and exceeding our customers' increasing expectations for more sustainable products and services.</li> <li>• Fostering a culture of sustainability that engages and attracts people who want to make a difference.</li> <li>• Improving our operational efficiency, including lowering costs and reducing the environmental footprint of our operations and supply chain.</li> <li>• Expanding engagement with our stakeholders on environmental issues, including leading in global partnerships that increase the scale of our sustainability impact.</li> <li>• Demonstrating our commitment from the top, including the continued integration of sustainability into company goals and decision-making.</li> </ul> <p><b>Our Accomplishments</b><br/>Across our organization, we seek to continuously improve in our environmental work. We're proud and fortunate to have been included in more than 40 prestigious sustainability indexes in recent years.</p> <p>2020 World's Most Ethical Company. Our 13th year in a row to be so recognized—a record only 7 companies worldwide have ever achieved.</p> <p>100 Best Corporate Citizens, 2020. We achieved the rank of #3 in our category and #18 overall among the 100 Best Corporate Citizens for 2020, for environmental, social, and governance (ESG) transparency and performance. We were up against 1000 of the biggest companies in the US to achieve this ranking.</p> <p>MSCI AAA Status. This is Morgan Stanley's sustainability index. Only 5% of companies achieve AAA.</p> <p>S&amp;P 500 ESG Index. Even at a time when companies like Walmart, Twitter, and Honeywell were dropped from the S&amp;P index, we maintained our spot. We are included in the Dow Jones Sustainability Index as well.</p> <p>Here are just some of the reasons why we've received this recognition:</p> <ul style="list-style-type: none"> <li>• From 2002 through 2017, we are proud to have reduced our energy intensity by 47 percent and our greenhouse gas intensity by 41 percent.</li> <li>• Our efforts align with the United Nations Sustainable Development Goals, a universal call to action to end poverty, protect the planet and ensure that all people enjoy peace and prosperity.</li> <li>• We always strive to do more, which is why in 2017 we adopted a new 2025 Sustainability Strategy. 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 are committing to new, ambitious 2025 goals related to greenhouse gas emissions, energy, water, waste, safety, and diversity from a 2017 baseline.</li> </ul> |
| 41 | Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors. | <p>We are unaware of the Certification of independent products, however, Johnson Controls uses third-party software Process Map for our Environmental, Health, and Safety Information System (EHSIS) to track environment, health, and safety data from facilities worldwide. Data are reviewed routinely by qualified personnel, including the regular use of an internal audit process to check not only data in the system but also site-level checks of original records and other aspects. At times, we engage assistance from third-party environmental, health and safety, and ISO consultants for site-specific audits. This includes using, for some sites, certified registrars to validate and certify our operations to various quality, environmental, six sigma, and safety standards, e.g., ISO 9000, ISO 14001, OHSAS 18001. Additionally, filings with environmental, health and safety, and other regulatory agencies are routinely checked internally and by the applicable regulatory agency.</p>  |
| 42 | Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.    | <p>Johnson Controls is a leader in supplier diversity. Since 1993, we have spent more than \$22 billion with certified women- and minority-owned suppliers. Globally, we have included more than 300 diverse and historically underutilized companies into more than 30 product and service procurement categories to support our customer solutions.</p> <p>Johnson Controls' supplier diversity program is successful because of accountability, training, and supplier diversity processes that extend into our customer and supplier networks.</p> <p>Supplier diversity is approached as a discipline that is not confined to one department, geography, or an elite group of star performers. All of the operational, commercial, and advanced supplier diversity activities are tied together with standardized processes company-wide.</p>   |

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| 43 | <p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p> | <p>Sourcewell members can ensure their project produces significant energy savings and the highest return on investment by selecting a company with extensive HVAC System and Service experience and a nationwide branch network that ensures expert local service in every market in North America.</p> <p>Unparalleled Experience</p> <p>By selecting Johnson Controls, Inc. (Johnson Controls), Sourcewell members will engage an industry leader that has implemented over 3,000 ESPC projects over the past 30+ years and helped pioneer the ESPC industry in the 1980s. We are the national leader in HVAC Systems and services with a greater market share and more experience than any of our competitors. We currently hold over \$6 billion in performance-based guarantees through approximately 615 projects across North America.</p> <p>This experience ensures that Sourcewell members can realize a high-performance project that is designed, implemented, commissioned, and serviced by reliable experts that have successfully installed and service HVAC systems for other K- 12, higher-education, state, and local government bodies.</p> <p>We offer our customers the reliability and financial stability of a Fortune 100 company. Our sales for the fiscal year 2015 totaled \$37.2 billion. Our financial muscle is balanced by a strong code of ethics. For the tenth year in a row, Johnson Controls has been named one of the "World's Most Ethical Companies" by the Ethisphere Institute. Corporate Responsibility Magazine has also recognized Johnson Controls as the #14 company in its annual "100 Best Corporate Citizens" list.</p> <p>Our long history and proven capabilities illustrate that we can perform all phases of any project and provide Sourcewell member entities with the best value through equipment upgrades, equipment maintenance, and service, training, or any combination of service that you require.</p> <p>We Are Where You Are</p> <p>Our field service branch network of 4,500 front-line service providers in over 160 branch locations shows that although Johnson Controls has a large national and international footprint, we understand the importance of having a local presence in the communities we serve.</p> <p>Our extensive branch network is 100% company-owned and operated, which enables us to share resources, expertise, innovations, and corporate values throughout the entire branch network. This enables all of our branch employees to benefit from the experience and lessons learned on projects we perform across the nation and around the world. No other Energy Services Company (ESCO) has a similar network.</p> <p>By investing in local branch locations, we enable local decision-making authority that makes it easier to respond to the needs of customers in a timely manner. Our investment also helps support the communities where we live and work.</p> <p>Flexibility and Consistency</p> <p>Sourcewell members can benefit from our established and uniform development and implementation approaches that provide a consistent level of service and expedited delivery. We will apply the same management approach at a small-town school district, as we will for a world-renowned University or large state customer with highly dispersed facilities. This ensures that each project meets our standards of quality, safety, and maximum return on investment for our customers.</p> <p>With a large number of resources available to our teams, we are able to provide projects with additional staff to meet aggressive deadlines. Additionally, our ability to streamline the development, procurement, and implementation processes ensure faster upgrades of facilities so our customers will realize savings sooner.</p> <p>Safety</p> <p>At Johnson Controls, we realize safety is just as important to you as it is to us. From onsite field employees to corporate offices, safety is built into all the services we provide.</p> <p>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.</p> <p>Commitment to Diversity</p> <p>For any project we undertake, we endeavor to maximize participation from minority-owned and Historically Underutilized Businesses (HUBs). This is an increasingly important goal for many of our customers and benefits Johnson Controls by expanding our pool of available talent in each marketplace.</p> <p>We have more than 700 diverse suppliers representing more than 50 product and service categories. Approximately 7% of Johnson Controls' outside purchases are made with diverse suppliers and contractors with minority purchases making up approximately 80% of the spend. The remaining external purchases are from women-owned firms and firms designated by government agencies as small or disadvantaged businesses.</p> <p>Because of these efforts, Johnson Controls has joined the elite Billion Dollar Roundtable, an organization comprised of only 24 U.S. corporations that spend more than \$1 billion annually with minority- and women-owned businesses.</p> <p>Commitment to Sustainability</p> <p>Sustainability is a cornerstone of our business. We create sustainable solutions through all of our workstreams and practice what we preach as a corporation. Our corporate headquarters campus in Glendale, Wisconsin represents the largest concentration of LEED Platinum buildings with four awarded buildings in one site.</p> <p>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 2015 Sustainability Report is available for you to view online at:</p> <p><a href="http://www.johnsoncontrols.com/corporate-sustainability/reporting-and-policies/business-and-sustainability-report/environmental-leadership">http://www.johnsoncontrols.com/corporate-sustainability/reporting-and-policies/business-and-sustainability-report/environmental-leadership</a></p> |
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**Table 9A: Warranty**

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

| Line Item | Question  | Response *   |
|-----------|---|--|
| 44        | Do your warranties cover all products, parts, and labor?  | Our warranty structure is set forth to protect our clients against faulty products installed by or workmanship completed by our personnel. Our warranties cover all products, parts, and labor associated with the Johnson Controls installed or serviced system.  |
| 45        | Do your warranties impose usage restrictions or other limitations that adversely affect coverage?   | There are no usage limitations in our warranty system for Johnson Controls installed or serviced systems.  |
| 46        | Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?   | Technician travel time and mileage to perform warranty repairs are covered under our warranty program.   |
| 47        | Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair? | Due to the presence of our company-owned district offices throughout North America, we are not aware of any geographic region where we cannot provide warranty repair services.  |
| 48        | Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?  | As indicated above, our policy states we will warranty a system installed by our technicians for a period of 1 year from the date of the customer's beneficial use. Service parts carry a 90-day warranty from the date of installation by a qualified technician. Different manufacturers may offer their own equipment warranties that cover the replacement cost of specific system components  |
| 49        | What are your proposed exchange and return programs and policies?   | According to the specific terms of each client's agreement, we can exchange a faulty piece of equipment or system component under warranty for its current equivalent. Equipment that cannot be repaired, or that is part of a legacy system no longer supported, will be replaced at the client's request.  |
| 50        | Describe any service contract options for the items included in your proposal.  | <p><b>Maintenance</b><br/>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 a 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.</p> <p>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 is equally important in a successful strategy.</p> <p><b>Reactive Maintenance</b><br/>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><b>Predictive Maintenance</b><br/>Checking the condition of the equipment as it operates. Equipment conditions, rather than time intervals, determine the need for service.</p> <p><b>Preventative Maintenance</b><br/>Scheduling maintenance at specific times offers the first line of defense against failure.</p> <p><b>Proactive Maintenance</b><br/>Addresses root causes identified by predictive methods. It isolates and corrects the sources of failure altogether.</p> |

**Table 9B: Performance Standards or Guarantees**

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

| Line Item | Question   | Response *  |
|-----------|--|---|
| 51        | Describe any performance standards or guarantees that apply to your services                             | <p>Johnson Controls utilizes a total quality management approach across Canada and throughout North America. Johnson Controls develops a clear picture of our customer's definition of quality service, from that we generate a defined set of objectives that form the basis of our performance standard.</p> <p>This method will ensure that Johnson Controls clearly understands and proactively participates in exceeding all of a customer's goals, and in our ability in achieving your expectations for customer satisfaction.</p> <p>Johnson Controls team and individual performance goals are set to a level exceeding the customer's acceptable performance standard. Performance evaluations are based on the team's success in achieving overall project goals; thus, teams are motivated to apply persistent, dedicated, and focused effort to overachieve their goals.</p> <p>Our Performance Infrastructure team provides guarantees for our Performance Contracting projects.</p> <p>For a Performance Contract, Johnson Controls guarantees the savings amount in the contract.</p> <ul style="list-style-type: none"> <li>- We begin monitoring the savings performance at the onset of the construction period and continue throughout the guarantee period. At the same time, we suggest and implement operational enhancements to fine-tune the overall performance.</li> <li>- We monitor savings during the year, produce scheduled reports that describe the results and reconcile the guarantee at the end of each year (or as dictated by the M&amp;V plan).</li> <li>- If the dollar savings are equal to or greater than the guarantee amount, customers receive all of the excess benefits. If there is a shortfall, Johnson Controls will pay the difference between the actual and the guaranteed amount in the form of a check or as additional equipment and services.</li> <li>- We repeat the annual tracking and reconciliation process each year throughout the term of the agreement.</li> </ul> |
| 52        | Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.) | A schedule of values is provided with each proposal that provides details of the service or product being provided, outlines timelines, billing, and responsible parties. There are standard communication and response time protocols that will be outlined at the task-order level.   |



**Table 10: Payment Terms and Financing Options**

| Line Item | Question  | Response *   |
|-----------|---|--|
| 53        | Describe your payment terms and accepted payment methods?   | Payment terms are NPR 30 for all invoices. For contracting sales, a schedule of values will be outlined regarding payment intervals throughout the installation process including after-warranty PSA.  |
| 54        | Describe any leasing or financing options available for use by educational or governmental entities.  | It is the intent of Johnson Controls to utilize Sourcewell Approved Leasing Vendor NCL for potential financing of our Sourcewell opportunities.<br>Our organization offers various financial solutions in an effort to remain focused on the financing needs of its customers. Program offerings include:<br>Direct Purchase<br>Fair Market Value (FMV) Purchase Option<br>10% Purchase Option   |
| 55        | Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders. | Systems and Services North America has a wholly-owned branch network that provides proposals directly to customers for requested product or service purchases. Each proposal procured through the Sourcewell contract will be marked in Salesforce as a Sourcewell Cooperative and will have the Sourcewell contract number and will be logged. Additionally, services are quoted and tracked using the Sourcewell "buying group" Upon customer award and invoiced, these sales will be reported to Sourcewell quarterly |
| 56        | Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.  | Johnson Controls will utilize standard commercial quoting tools when quoting Sourcewell opportunities. The primary systemic tools utilized to build proposals are Selection Navigator, Yorkworks, and NxGen when quoting services. Standard JCI commercial terms are incorporated into these proposals.  |
| 57        | Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?  | We do accept P-card procurement and payment, and we do not pass on any fees to the customer.   |

**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

| Line Item | Question  | Response *   |
|-----------|---|--|
| 58        | Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.                              | This agreement will apply to all Johnson Controls Systems and Services North America (SSNA) branches across the United States. Johnson Controls strives to be a company that is easy to do business with. Therefore, our approach for this opportunity is to keep our pricing model simple, easy to use, and transparent.<br><br>Labor Rates<br>For labor rates, each branch location has published street labor rates that are competitive in their local markets. We will be using the approach discounting 10% off of our local branch published street rates (benchmark: Our labor pricing approach is the same approach utilized by Johnson Controls for GSA Schedule 84, which can be used by most state and local government entities). Local labor rates change annually.<br><br>Equipment, Controls, and Solutions<br>For equipment, controls, fire / Security alarm, and parts manufactured by Johnson Controls, our approach is to discount off of our North American List Price (NALP) or List Price depending upon the pricing tool being utilized.<br>For outside purchased HVAC equipment, controls, fire, security, technology equipment, and miscellaneous components, our approach is to mark up over our cost.<br>HVAC Specialty Air Quality Products are custom built, so pricing will vary<br>For miscellaneous 3rd party parts, mechanical subcontracts, electrical subcontracts, piping subcontracts, insulation subcontracts, job services such as cranes, facilities assessments, job specific tools, management & engineering services and surveys, our approach is to mark up over our cost as verified by 3rd party invoice to Johnson Controls. |
| 59        | Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.  | Discounts vary based on equipment and labor. Maximum equipment discounts are 55%.  |
| 60        | Describe any quantity or volume discounts or rebate programs that you offer.  | Volume discounts will be considered on a project-by-project basis. Most SSNA solutions are customized for each facility and do not qualify for volume discounts.   |
| 61        | Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.  | We supply these items at cost + 30%.   |
| 62        | Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer. | Proficiency and Risk (PR) Fee:<br><br>Due to unforeseen conditions and/or circumstances on all proposals Johnson Controls includes PR assessments. The PR fee averages 5%, of the total sell price depending on the risk it could be as high as 10% or as low as 2%.<br><br>In our existing Sourcewell Contract 030817-JHN, this PR Fee has consistently been included in our proposals under miscellaneous as it is part of our systemic pricing tools. Johnson Controls wants to provide customers with complete transparency of our pricing.  |
| 63        | If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.  | Shipping costs are included, as is disposal.   |
| 64        | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.   | Shipping costs are included in the price.  |
| 65        | Describe any unique distribution and/or delivery methods or options offered in your proposal.   | We strive to achieve just-in-time delivery to avoid storage costs and costs associated with damage that can occur when equipment and parts are stored on-site or in a facility for any length of time. Additionally, we do not enforce your warranty until we reach substantial completion. This helps save our customers a little money by not starting the warranty period too early when the system is not yet in use.  |

**Table 12: Pricing Offered**

| Line Item | The Pricing Offered in this Proposal is: *  | Comments   |
|-----------|---|--|
| 66        | b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments. | Pricing methodology is similar to that of past award. Both B and C apply to our response. Depending upon the opportunity discounts are equal to or better than we offer to GPO's and other cooperatives. It is Johnson Controls policy to standardize pricing across Cooperatives and GPO agreements and enable the branch offices to negotiate the additional discounts on an opportunity by opportunity basis. |

**Table 13: Audit and Administrative Fee**

| Line Item | Question   | Response *  |
|-----------|--|---|
| 67        | Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.                                | Pricing calculations under the Sourcewell contract will leverage estimating tools with defined pricing discounts for Sourcewell members. This pricing methodology makes it easy for our field organization and customers to understand pricing practices. Pricing transparency is provided to the customer with each Sourcewell proposal including reference to the Sourcewell contract. Pricing for large sales often has multiple reviews (sales, sales management, and cooperative program office). Small transactional sales are sample reviewed by the cooperative program office. If a pricing discrepancy would be identified all sales by that sales rep through the Sourcewell contract would be self-audited. The sales reporting and administrative fee remittance function are independent of the field sales organization. Fee processing is completed by a centralized GPO and cooperative processing team. This process will help to eliminate issues relating to unreported sales or missing fees under the Sourcewell contract. The centralized team utilizes data contained with our Customer Relationship Management system, booking system, and cooperative proposal log to help ensure completeness in sales reporting and fee submission. |
| 68        | If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.  | Johnson Controls has established KPI's for evaluating the performance of our Cooperative Program. These internal metrics are comprised of data from both sales and finance. For example, one key metric that we utilize is the number of sales representatives that have an active Sourcewell proposal in the Sales Force pipeline  |
| 69        | Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.) | Johnson Controls proposes a 1% administrative fee. On significant opportunities, we would like to leave open our ability to further negotiate a reduction on a case-by-case basis.  |

**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

| Line Item | Question  | Response *  |
|-----------|---|---|
| 70        | Provide a detailed description of the equipment, products, and services that you are offering in your proposal. | <p>Due to character limitation on the Bid Portal, please see the "Table 14A – Depth and Breadth of Offer Equipment Products and Services" document for complete details.</p> <p>Although we have the unique capacity to self-perform most work, we also have the contract management expertise to know when it is appropriate to outsource some functions. Please see our "Subcontracting Scope of Work" document uploaded as an attachment to this response.</p> <p>HVAC System Design, Installation, and Service<br/>                     HVAC Systems:<br/>                     - Standard Air Handling Units (AHUs), Customer AHUs, AMI Modular AHUs<br/>                     - Inefficient air handling unit replacement<br/>                     - HVAC system redesign<br/>                     - Variable frequency drives<br/>                     - Heat recovery systems<br/>                     - Low leakage air dampers<br/>                     - Variable air volume systems<br/>                     - Inlet vanes for centrifugal fan<br/>                     - Demand control ventilation<br/>                     - Exhaust fans<br/>                     - Fan coil units<br/>                     - Motor replacement<br/>                     - Unit heaters/ventilators<br/>                     - Computer room unit optimization<br/>                     - Four-pipe system to two-pipe system<br/>                     - Variable volume system upgrades<br/>                     - System recommissioning<br/>                     - Duct Free Mini Split Systems<br/>                     - Invertors<br/>                     - Pumps<br/>                     - Indoor Air Quality Products and Devices: Active polarization, non-ionizing, electronic air cleaning systems intended to replace passive filtration<br/>                     - Rooftop units<br/>                     - Heat pumps<br/>                     - PTACs<br/>                     - Water source heat pumps<br/>                     - Air Terminal Devices and Heating Products<br/>                     - Lighting systems-disinfectant lighting (UVC light tech) for air handlers</p> <p>Cooling Systems:<br/>                     - Scroll, Rotary, Centrifugal, Reciprocating, Air-Cooled Chillers, Water-Cooled Chillers, Condensing Units, and Absorption Chillers<br/>                     - Chiller replacements<br/>                     - Gas fire centrifugal chillers<br/>                     - Low load chiller<br/>                     - CFC containment conversions<br/>                     - Tower free cooling<br/>                     - Commercial refrigeration</p> |

- Cooling tower upgrade
- Two speed fan motors
- Variable pitch blade cooling tower fan
- Thermal energy storage systems
- Reclaim A.C. heat rejection
- Variable flow system upgrade
- Air-Cooled Variable Refrigerant Flow Systems
- Chilled water temperature reset
- Humidity control
- Absorption chiller
- Gas-fired chiller
- Condenser auto-cleaning
- Conversion to primary secondary, including VSD on pumps
- Cooling towers De-centralization/centralization
- Free cooling

## Energy Management and Control Systems:

- In-room control systems
- Direct digital controls
- Pneumatic control conversion
- Manual valves to automatic valves
- Air compressors
- Lab fume hood control
- Multi-system integration
- Load shedding
- Demand management
- Staging / lead-lag
- Optimum start / stop

## Heating Systems:

- Heating system redesign and optimization
- Boiler replacement
- Electric to gas fired boiler
- High efficient modular boilers
- Low load boiler
- Burner replacement
- Dual fuel burners
- Oil atomizing burners
- Boiler stack heat reclaim
- Perimeter radiation
- High efficient domestic water heaters
- Gas line turbulators
- Temperature reset control
- Electric heating to gas
- Piping insulation
- Boiler stack reclaim
- Boiler system de-centralization
- Aerator replacement with O2 scavenger
- Automated water treatment
- Condensate recovery

## Performance Contracting

- Energy Conservation Measures
- Investment Grade Audits
- Infrastructure Upgrades

## OpenBlue

## Building Systems

- Building Management System
- Access Control System
- Lighting
- HVAC
- Floor plans

## Integrated Workplace Management Systems

- Meeting rooms (size, location, amenities)
- Desk (reservable, status)
- Assets (type and location)
- Other spaces
- Frictionless Access Control
- Facial Recognition
- Skin temperature scanning solution
- Facemask detection
- Thermal imaging, UV sanitizing gates, contact tracing, touchless visitor management

## Enterprise IT Systems

- HR & IT System
- Active Directory
- Microsoft Exchange
- CMMS

## Third Party Offerings

- Sensors
- Space Scheduler
- Mobile Access
- Parking management
- Travel options (bus, train, car)
- Weather, traffic, stock prices

## OpenBlue Healthy Buildings

- OpenBlue Dynamic Spaces
- Face Mask Detection
- Social Distance Monitoring and Contact Tracing
- Intelligent Frictionless Access Control

## OpenBlue Companion

- OpenBlue Clean Air
- OpenBlue Location Manager
- OpenBlue Enterprise Management
- OpenBlue Digital Twin
- OpenBlue Secure
- OpenBlue Tailored Services Suite

## Smart City Programs



- Traffic analysis
  - Security Cameras
  - Proximity Sensors
  - Pedestrian Counters
  - Digital signage and speakers
  - Gunshot detection
- Utility Meters
- Water Meters
  - Electric Meters
  - Utility billing analysis
  - Utility rate improvements
  - Meter consolidation
  - Electric power factor correction
  - Automatic Meter Reading (AMR)
  - Advanced Metering Infrastructure (AMI) technology – Full scale implementation
  - Meter accuracy improvements
  - Meter typing & sizing upgrades
  - Automatic leak detection system
  - Customer web portal
  - SCADA upgrades
- Distribution Systems and Cogeneration Plants
- Central Utility Plants
  - Cogeneration/CHP Systems
  - Central cooling plant
- Lighting Systems
- Lighting Products: Intelligent lighting, connected lighting, streetlighting, intelligent street lighting, decorative lighting, human-centric lighting, specialty lighting, safety lighting, disinfectant lighting, and commercial lighting.
  - Interior Lighting:
    - o Linear Fluorescent Upgrades: New LED fixtures, LED retrofit kits, LED tubes
    - o CFL/INC/HID Upgrades: New LED fixtures, LED retrofit kits, LED re-lamps
    - o High Bay Fixtures: New LED fixtures
  - Exterior Lighting:
    - o Building Mounted: Wall packs, floods, canopy
    - o Pole Mounted: Area and street lights, Post top decorative, High mast, Parking garages
  - Lighting Controls:
    - o Room based controls: occupancy sensors, Photocell sensors
    - o Stand-alone Networked controls
    - o Integrated Networked controls with BAS
    - o Smart City controls
  - Human-Centric Lighting (HCL): HCL systems combine intelligent lighting control with LED lamps and fixtures that have the ability to change their color temperature and intensity. Light varies during the day according to the natural lighting cycle:
    - o Low light levels and low CCTs (Correlated Colour Temperature) in the early morning
    - o High light levels and high CCTs at midday (up to 10,000 K)
    - o Low light levels and low CCTs during evening
    - o Extremely low light levels and a medium CCT under moonlight
  - Smart Building-Wide Lighting Control
  - Building Automation System Integration
  - Business Optimization
- Building Envelope Systems
- Window glazing
  - Tinted window film
  - Energy efficient windows
  - Window and door weather stripping and caulking
  - Revolving doors
  - Air curtains
  - Automatic door closers
  - Roofing
  - Insulate walls, roof, floor, soffit
  - Caulk pipe penetrations
  - Seal ceiling to roof gap
  - Solar radiation reduction
  - Reflective coating to roof
  - Weatherproofing
- Water and Sewage Systems
- Water Conservation
- Retrofit flush valves, showerheads, faucets, toilets
  - Automated water systems
  - Cooling tower retrofits
  - Ice machine upgrades
  - High efficiency domestic water heaters
  - Waste heat recovery
- Water Supply/Treatment/Distribution
- Raw water pumping
  - High service pumps
  - Backwash water pumps (filtration plants)
  - Water control systems
  - Plumbing systems
  - Irrigation systems
  - Domestic water
  - Rain water harvesting
- Wastewater Collection and Treatment
- Wastewater lift pumps
  - Aeration system improvements (diffusers, controls, blowers)
  - Digester gas to energy projects
  - Digester improvements
- Flood Control
- Flood control systems
  - Flood monitoring systems
  - Integrated traffic control and monitoring systems
- Renewable Energy Systems
- Solar photovoltaic
  - Wind turbines

- Geothermal heat pumps
- Microgrid
- Energy storage
- Solar daylighting
- Biomass plants
- Solar thermal pool heating
- Solar thermal domestic water heating
- Solar transpired walls
  
- Distributed Energy Storage
- Battery Power Stationary Storage
- Energy Storage System - In-Building
- Modular Container Distributed Energy Storage System
- Thermal Energy Storage Systems
- Ice Storage
  
- Sewer Heat Recovery
- Waste Heat Recovery and Urban Biogas Utilization
  
- Microgrids
  
- Connected Technologies
- Audio-Visual
- Data Cabling
- LAN/WAN/Voice
- Distributed Antenna Systems
- Nurse Call Systems
- Security Systems
- HL7 Integrations
  
- Pool Systems/Environment and Recreational Spaces
- Additional Systems
- Loading dock air curtains
- Ceiling systems
- Electrical power systems
- Emergency generators
- Turbine generators
- Switch gear
- Elevator modernization
- Waste management
- Waste compactors
- Red bag waste
- Pool covers and pool heat recovery
- Air and water balance
- Power factor correction
- Fleet management
- Start-up and commissioning
- High efficiency water heating
- Instantaneous hot water heating and removal of large storage tanks
- Waste heat recovery for dryers and kitchens
- Conversion of electric kitchen equipment to gas
- Water savings measures for kitchen and laundry
- Ozonated laundry upgrades
- Kitchen equipment
- Dishwasher replacement
- Walk-in coolers optimization
- Exhaust system optimization
- Kitchen design
- Laundry systems
  
- Service and Maintenance
  
- Public Relations
  
- Security
- 24/7 remote monitoring
- Access control
- Advanced video surveillance
- Intrusion detection
  
- Fire, Life-Safety & Hazard Protection
- Fire alarm systems
- Fire sprinkler systems
- Fire suppression systems
- Mass notification systems
- Special hazard solutions
- Extinguishers
- Mass Notification
- Special Hazard
- Sprinkler
  
- Operational Intelligence & Loss Prevention
- Information management solutions
- Real-time location systems (RTLS) for asset management
- Video and traffic analytics

|    |  |  |
|----|--|--|
| 71 | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | <ul style="list-style-type: none"> <li>- Renewable Technologies</li> <li>- Indoor Air Quality</li> <li>- Lighting Systems</li> <li>- Energy Efficiency</li> <li>- Greenhouse Gas Reduction</li> <li>- Smart Building Technologies</li> <li>- Smart City Technologies</li> <li>- Artificial Intelligence</li> <li>- Security</li> <li>- Connected Technologies</li> <li>- Energy Storage</li> <li>- Microgrids</li> <li>- HVAC Equipment</li> <li>- Controls</li> <li>- Building Automation Systems</li> <li>- Energy Management Systems</li> <li>- Operational Intelligence and Asset Management</li> <li>- Fire alarm and suppression</li> <li>- Security</li> <li>- Extinguishers</li> <li>- Sprinkler</li> <li>- Mass Notification</li> <li>- Special Hazard</li> </ul> |
|----|--|--|

**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

| Line Item | Category or Type  | Offered *  | Comments  |
|-----------|---|--|---|
| 72        | HVAC, IAQ, and water heating or treatment infrastructure, equipment, components, products, parts, and related technology  | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | See attachment 14A - Depth and Breadth of Offer Equipment Products and Services |
| 73        | Sensors, controls, thermostats, gauges, and system automation or management products and technology   | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | See attachment 14A - Depth and Breadth of Offer Equipment Products and Services |
| 74        | Services related to the offering of the solutions described in Lines 72 and 73 of Table 14B above, including installation, maintenance, repair, refurbishment, replacement, system upgrades, emergency or short-term HVAC equipment rental, assessment, integration, training, support, and customization | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | See attachment 14A - Depth and Breadth of Offer Equipment Products and Services |

**Exceptions to Terms, Conditions, or Specifications Form**

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

**Documents**

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
  2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
  3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
  4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Sourcewell Pricing Table 07 01 21 Final Rev.docx - Wednesday June 30, 2021 14:58:28
  - [Financial Strength and Stability](#) - 2020-10-k-for-jci-site.pdf - Monday June 28, 2021 14:57:33 [Marketing Plan/Samples](#) - Marketing Doc.pdf - Tuesday June 29, 2021 09:58:10
  - [WMBE/MBE/SBE or Related Certificates](#) (optional)
  - [Warranty Information](#) - Project Warranty Letter.pdf - Monday June 28, 2021 16:09:35
  - [Standard Transaction Document Samples](#) - HS HP Upgrade and Service Sample Proposals.pdf - Monday June 28, 2021 15:40:04
  - [Upload Additional Document](#) - Table 2 Certification and Table 14A Additional Info.zip - Tuesday June 29, 2021 10:31:24

**Addenda, Terms and Conditions**

**PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcwell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcwell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcwell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcwell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jeremy Rainwater, VP & GM HVAC and Controls North America, Johnson Controls, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes  No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

| File Name   | I have reviewed the below addendum and attachments (if applicable) | Pages |
|---|--|-------|
| <b>Addendum_4_HVAC_Systems_Services_RFP_070121</b><br>Tue June 22 2021 04:10 PM | <input checked="" type="checkbox"/>                                | 1     |
| <b>Addendum_3_HVAC_Systems_Services_RFP_070121</b><br>Wed May 26 2021 04:55 PM  | <input checked="" type="checkbox"/>                                | 1     |
| <b>Addendum_2_HVAC_Systems_Services_RFP_070121</b><br>Tue May 18 2021 03:45 PM  | <input checked="" type="checkbox"/>                                | 1     |
| <b>Addendum_1_HVAC_Systems_Services_RFP_070121</b><br>Mon May 17 2021 01:50 PM  | <input checked="" type="checkbox"/>                                | 1     |

## **AGREEMENT**

THIS AGREEMENT IS MADE AND ENTERED INTO THIS 30<sup>th</sup> DAY OF September, 2022, by and between the Sacramento City Unified School District ("District") and Johnson Controls, Inc. or "JCI" ("Contractor") ("Agreement").

**WITNESSETH:** That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

- 1. The Work:** Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

**PROJECT: METASYS (HVAC CONTROL UPGRADE) AT NEW JOSEPH BONNHEIM**

It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents including, without limitation, the Drawings and Specifications and submission of all documents required to secure funding or by the Division of the State Architect for close-out of the Project, under the direction and supervision of, and subject to the approval of, the District or its authorized representative.

- 2. The Contract Documents:** The complete Contract consists of all Contract Documents as defined in the General Conditions, the JCI Rider to Installation Agreement dated June 15, 2022 ("Rider"), and the Memorandum of Understanding between JCI and the District dated February 28, 2022 ("MOU") all of which are incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
- 3. Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 18 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.

- 4. Time for Completion:** It is hereby understood and agreed that the work under this contract shall be completed within per the Project Schedule "HVAC Metasys Upgrades Inc 1 Phase 2 Various Schools" ("Contract Time") from the date specified in the District's Notice to Proceed.
- 5. Completion-Extension of Time:** Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.
- 6. Liquidated Damages:** Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of Five Hundred dollars (\$500) per day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work. It is hereby understood and agreed that this amount is not a penalty.

In the event that any portion of the liquidated damages is not paid to the District, the District may deduct that amount from any money due or that may become due the Contractor under this Agreement. The District's right to assess liquidated damages is as indicated herein and in the General Conditions.

The time during which the Contract is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the District may grant. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.
- 7. Loss Or Damage:** The District and its authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold the District and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.
- 8. Insurance and Bonds:** Before commencing the Work, Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.
- 9. Prosecution of Work:** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have,

make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

- 10. Authority of Architect, Project Inspector, and DSA:** Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), and the Division of the State Architect have authority to approve and/or stop Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. The Contractor shall be liable for any delay caused by its non-compliant Work.
- 11. Assignment of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
- 12. Classification of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type C-20 Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
- 13. Registration as Public Works Contractor:** The Contractor and all Subcontractors currently are registered as public works contractors with the Department of Industrial Relations, State of California, in accordance with Labor Code section 1771.4.
- 14. Payment of Prevailing Wages:** The Contractor and all Subcontractors shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.
- 15. Labor Compliance:** This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and Title 8 of the California Code of Regulations. Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of Division 2, Part 7, Chapter 1, of the Labor Code, including, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate electronic certified payroll records as required by the Contract Documents, or the District may not issue payment.
- 16. Contract Price:** In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for

construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

**Two Hundred Ninety-Seven Thousand Six Hundred Five and 68/100 Dollars  
(\$297,605.68)**

which sum is to be deducted from the V-Pac Credit [OR] applied toward the V-Pac Balance described in the MOU, according to the schedule provided by the Contractor and accepted by the District and subject to additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s).

- 17. Severability:** If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

**JOHNSON CONTROLS, INC.**

**SACRAMENTO CITY UNIFIED  
SCHOOL DISTRICT**

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

\_\_\_\_\_  
By: Rose Ramos

Title:

Title: Chief Business Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

NOTE: If the party executing this Contract is a corporation, a certified copy of the by-laws, or of the resolution of the Board of Directors, authorizing the officers of said corporation to execute the Contract and the bonds required thereby must be attached hereto.

END OF DOCUMENT





**Johnson Controls  
Rider to Installation Agreement**

This Rider is made as of **October 12, 2022** by and between **Johnson Controls, Inc.** (“Johnson Controls”) and Sacramento City Unified School District (“Customer”) and amends the Metasys (HVAC Control Upgrade) at New Joseph Bonnheim (the “Agreement”). This Rider is effective as of the date of last signature below. The provisions of this Rider supersede and replace any other agreement or agreements between Johnson Controls and Customer with respect to the subject matters covered by this Rider and constitutes the entire agreement of the parties on the subject matter hereof.

- 1. **Indemnity.** Section 14.2.1 of the General Conditions only, shall be replaced with the following: Johnson Controls agrees to indemnify Customer, its board members, officers, representatives, contractors, agents, and employees, in both individual and official capacities for all damages, losses and expenses with respect to any third-party claims, including those for personal injury, including death, or tangible property damage but only to the extent such damages, losses and expenses are caused by the negligent acts or willful misconduct of Johnson Controls in fulfilling its obligations under this agreement. In the event Johnson Controls is obligated to indemnify Customer as set forth above, Johnson Controls has the right but not the obligation to defend Customer against third-party claims. If Johnson Controls elects to undertake such defense, then Johnson Controls shall have exclusive control over the defense.
- 2. **Waiver of Consequential Damages.** **IN NO EVENT, WHETHER IN CONTRACT, TORT OR OTHERWISE (INCLUDING BREACH OF WARRANTY, NEGLIGENCE, PRODUCT LIABILITY AND STRICT LIABILITY IN TORT), WILL JOHNSON CONTROLS AND ITS AFFILIATES AND THEIR RESPECTIVE PERSONNEL, SUPPLIERS AND VENDORS BE LIABLE TO CUSTOMER (DIRECTLY OR INDIRECTLY) UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY ARISING FROM, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR ANY: (A) SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES (WITH LIQUIDATED DAMAGES NOT BEING WAIVED BY THIS PARAGRAPH); (B) LOST PROFITS, REVENUES, DATA, CUSTOMER OPPORTUNITIES, BUSINESS, ANTICIPATED SAVINGS, OR GOODWILL; (C) BUSINESS INTERRUPTION; OR (D) DATA LOSS OR OTHER LOSSES ARISING FROM VIRUSES, RANSOMWARE, CYBERATTACKS OR FAILURES OR INTERRUPTIONS TO NETWORK SYSTEMS.**
- 3. **Insurance.** Johnson Controls shall maintain insurance to cover its proportionate share of liability in amounts set forth below in full force and effect at all times until the (a) obligations under the Agreement have been completed or (b) the Agreement is cancelled or terminated, and shall provide a certificate evidencing such coverage promptly following a Customer’s request.

| <u>COVERAGES</u>                             | <u>LIMITS OF LIABILITY</u>                          |
|--|---|
| Workmen's Compensation Insurance             | Statutory   |
| Commercial General Liability Insurance       | \$1,000,000 Per Occurrence<br>\$2,000,000 Aggregate |
| Comprehensive Automobile Liability Insurance | \$1,000,000 Combined Single Limit                   |

The above limits may be obtained through primary and excess policies and may be subject to self-insured retentions.

Any insurance protection afforded to the Customer under this policy will be limited to the terms of the certificate of insurance and/or endorsement and will not expand upon, alter, supplant, or supersede Johnson Controls’ contractual obligations hereunder including any indemnification obligations. The amount payable under the policy will be the lesser of the amount required by the contract and the limits provided by the policy.

Customer shall maintain all insurance coverage that 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.

- 4. **Payment.** All undisputed amounts 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 disputed amounts are due and payable upon resolution. All other amounts remain due within thirty (30) days. Work performed on a time and material basis shall be at Johnson Controls’ then-prevailing rate for material, labor, and related items, in effect at the time supplied under this Agreement. Johnson Controls shall invoice Customer for progress payments to 100% percent based upon equipment delivered or stored, and services performed. In the event project duration exceeds one month, Johnson Controls reserves the right to submit partial invoices for progress payments for work completed at the project site. Customer agrees to pay any progress invoices in accordance with the payment terms set forth herein. Customer’s

failure to make payment when due is a material breach of this Agreement and will give Johnson Controls, without prejudice to any other right or remedy, the right to (a) stop performing any Services and/or withhold further deliveries of Equipment and other materials; terminate or suspend any unpaid software licenses; and/or terminate this Agreement; and (b) charge Customer interest on the amounts unpaid at a rate equal to the lesser of 1.5% per month or the maximum rate permitted under applicable law, until payment is made in full. Customer agrees to pay all of Johnson Controls reasonable collection costs, including legal fees and expenses. Customer agrees to pay a deposit equal to 30% of the project sell price (pre-tax) prior to Johnson Controls providing any labor or materials on the project.

5. **Force Majeure.** Johnson Controls shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to perform under this Agreement, caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is an event beyond the reasonable control of Johnson Controls, foreseeable or unforeseeable, including, without limitation, acts of God, severe weather, declared or undeclared natural disasters, acts or omissions of any governmental authority including change in applicable law, epidemics, pandemics, disease, viruses, quarantines or other public health risks and/or responses, strikes, lock-outs, labor shortages or disputes, an increase of 5% or more in tariffs, fires, explosions or other casualties, thefts, vandalism, civil disturbances, riots, war, terrorism, power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation. If Johnson Controls' performance is delayed, impacted, or prevented by a Force Majeure Event or, its continued effects, Johnson Controls shall be excused from performance under the Agreement. If Johnson Controls is delayed in achieving any scheduled milestones due to a Force Majeure Event, Johnson Controls will be entitled to extend such milestones by the amount of time Johnson Controls was delayed as a result of such event.

Sacramento City Unified School District

Johnson Controls, Inc.

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

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

By: Rose Ramos

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

Title: CBO

Title: \_\_\_\_\_

June 9, 2022

**Attention:** Mike Taxara at SCUSD

**Subject:** SCUSD – Metasys Upgrades Inc 1 Phase 2

Johnson Controls is pleased to provide the following proposal:

**This scope of work is based on the following bidding documents:**

- Plans: None
- Spec: 27 00 00 Telecom and Raceway, 26 05 33.13 Conduit and Fittings, 23 09 00 BACS Spec – as confirmed via email to the district 3.22.22
- Job walks with Mike at SCUSD and Chris Cuff at KMM and Zac Dillow with JCI.
- No formal criteria docs were given, the scope below is JCI’s understanding of the verbal discussions and is the limit of what JCI will perform.
- JCI has checked for unit counts via 5 different means
  - SCUSD Provided Maintenance Sheets
  - Counts using Google Map Images
  - Air Table Unit Counts provided by CECI
  - Air Table Room Counts as provided by CECI
  - Job Walks with the customer

The counts below is the counts as discovered by JCI via the means above. If after JCI engineering we discover fewer units than proposed – JCI will offer a credit corresponding to the change.

**Method of Procedure:**

The goal of this scope of work is to remove and replace the dysfunctional KMC and Allerton control systems at the sites shown below in a like for like manner. We aim to do this a little impact to school function as possible. This will require a combination of normal hours and off hours work. JCI will build the Metasys system in parallel with the existing systems performing as much of the wiring, programming, commissioning as possible prior to “cut over” where we will start to take actual control of the mechanical systems piece by piece.

Preliminary Engineering – Per site, JCI will generate a set of controls submittal documents that outline the points, material, terminations diagrams and sequence of operation (including economizer control) for each piece of equipment. JCI will identify mounting locations for the field controllers and the location of the JCI engine and the proposed trunk routing (which may mean having the SNE in the middle of trunk vs the end of line). JCI will include a preliminary schedule for each site. JCI will include a graphics and MUI submittal. This will require site walks by JCI and our subs. Prior to beginning any work or ordering any material – JCI will review these documents with SCUSD, and upon SCUSD approval these submittals will become the formal scope of work document to be referred too.

The first step will be building the Metasys BACnet network on each campus. During normal hours (where allowable) JCI will install a new Network Engine for each site – connect it to power and SCUSD Network. We will then run conduit/rigid on the exterior of the buildings to each piece of roof mounted or grade mounted rooftop equipment. JCI will re-use existing pathways as allowable.

The second step will be preparing each piece of mechanical equipment for cut over. JCI will install during normal hours (as allowable) a new enclosure with a JCI controller in it. JCI will power this controller using the existing 24V power source assumed available on the RTU equipment. JCI will install the various SCUSD required monitoring sensors on the unit, connect them to the JCI controller. JCI will prep the controller to land at the manufacture terminal strip for control of heating, cooling and fan – but not perform the actual termination work until cut over.



The third step will be a pre-functional test of the network. Having the engine installed, controllers powered up and connected to the engine – JCI will download controllers and perform check out of the monitoring sensors that we can. JCI will check bus integrity and proper controls communication with the head end. JCI will also perform the head end work – generating the user views, graphics and MUI configurations for the sites. At this point the system will be “online” but a lot of the points will be “offline” as they will exist in the software – but will not exist in reality as we have not performed cut over yet. The goal of this step is to have everything ready such that when the terminal point does get connected during that cut over – it will “know where to go” in the software and the ??? question marks will turn to actual data with values as measured by sensors in the space.

The 4<sup>th</sup> step will be the cut over step. This work will be performed off hours and is the moment JCI will disconnect existing control and bring full control to Metasys. JCI will perform work in the class room and administrative spaces, installing zone temperature sensors, zone CO2 sensors, terminating at the thermostat interface on the RTU and taking over control of the economizer (where applicable). Once everything is now connected, and terminations verified – JCI will perform another functional test of the unit commanding heating, cooling, fan and visually confirming the RTU receives and responds to these commands. JCI will confirm the user interface, graphics and MUI get populated with the now connected data. JCI will also confirm the SCUSD specialty sequences (Auto Demand Response, Smoke Mode, Virus Mode) on a global basis – commanding the site into the various mode, but only visually inspecting a handful of units. This step will take multiple evenings and weekends with JCI performing as many of the cutovers as we can in a workday. JCI will cut over units and ensure they are functional by 7am the following day or by 7am Monday for work performed over the weekend.

In the event that a unit fails its functional test, JCI will reconnect the existing controls infrastructure as it was, diagnose and retry at a later time.

Step 5 will be demolition of the existing system. Once the entire campus is complete. JCI will perform demolition of the existing controls system. JCI will remove all wire associated with the existing system, demo all controllers, sensors, enclosures, power supplies and crate them for delivery to the owner. Work exterior to the building will be normal hours and work interior to the building will be off hours. The only thing that will remain of the old system is the pathway that connected it.

Customer Checkout – The final step will be walking the site with SCUSD and performing a customer checkout of the system. It will also include sitting with the district at the head end and reviewing the user interface, graphics and MUI configuration. The customer at this point will have an opportunity to challenge, test, explore, as questions on the installation generating a punch list. JCI will remediate any of these punch list items and after completion of the, the warranty period will begin.

Post Engineering – JCI will provide a set of as built with final trunk mapping to the customer to serve as record documents for SCUSD. This as built will include a copy of the completed punch list.

Warranty – JCI warrants our work for a period of 1 year labor and 3 years material. Material warranty begins at time of manufacture (date code as published on the JCI controller).

*This information is confidential between JCI and SCUSD and not to be shared outside of these negotiations. They represent the intellectual property of JCI engineering the approach to the task at hand.*

#### **Method of Procedure – Summer work**

JCI intends to complete some of the sites during the summer. We would like to reserve this for the more complex sites such as high schools with larger footprints and more complex HVAC systems. Seeing there will be no students

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during the summer – the goal to have units back online by 7am is no longer a requirement. As such – JCI will follow a traditional construction process starting with complete demo of the existing system, installation of the new system leveraging existing pathway as deemed appropriate (JCI will still pull brand new cable) and ending with programming, functional testing and commissioning of the system. All pre/post engineering activities will remain the same. All customer checkout/warranty will remain the same. The actual sites to be performed over the summer will be determined per the KMM schedule as verified by JCI.

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## Sutterville

| Qty | Description  |
|-----|--|
| 1   | Site Engineering to generate<br>-Controls submittals with drawings, points lists, SOO's, controller locations, proposed trunk mapping<br>-Identify any asbestos concerns<br>-Confirm quantity of economizers JCI will take over<br>-Confirm if pathway exists to portables<br>-Generate as-built submittals for SCUSD record   |
| 1   | Coordination meeting with customer for review of JCI submittals to confirm scope of work   |
| 1   | Site walk with customer after completion to generate punch list  |
| 1   | SCUSD custom sequences<br>-Virus Mode<br>-Smoke Mode<br>-Auto DR<br>-Optimized start/stop<br>-FDD on all economizers taken over by JCI   |
| 1   | Outside air temperature sensor for site  |
| 1   | New SNE1050 in enclosure<br>-Requires IP address provided by SCUSD<br>-Engine will be installed in the middle of the trunk for ease of trunk installation  |
| 12  | Control of package rooftop equipment<br>-New NEMA 3R Enclosure with CGM mounted inside<br>-Interlock to unit terminal strip to command heat, cool, fan<br>-Discharge air temperature<br>-Return air temperature<br>-Compressor Amperage sensor<br>-Fan amperage sensor<br>-New damper actuator for (e) Outside Air damper with damper feedback<br>-Zone Temperature Sensor – SA Bus<br>-Zone CO2 sensor – SA Bus |
| 15  | Control of BARD Portable Units<br>-New NEMA 3R Enclosure with CGM mounted inside<br>-Interlock to unit terminal strip to command heat, cool, fan<br>-Discharge air temperature<br>-Return air temperature<br>-Compressor Amperage sensor<br>-Fan amperage sensor<br>-New damper actuator for (e) Outside Air damper with damper feedback<br>-Zone Temperature Sensor – SA Bus<br>-Zone CO2 sensor – SA Bus       |

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- 2 Control of Split System Furnace
  - New NEMA 3R Enclosure with CGM mounted inside
  - Interlock to unit terminal strip to command heat, cool, fan
  - Discharge air temperature
  - Return air temperature
  - Compressor Amperage sensor
  - Fan amperage sensor
  - New damper actuator for (e) Outside Air damper with damper feedback
  - Zone Temperature Sensor – SA Bus
  - Zone CO2 sensor – SA Bus
  
- 1 Loytech Zones for Portables
  - Loytech BACnet MS/TP to IP converter
  - NEMA 1 Can with Key Lock and perf liner
  - Plug in power supply (requires JCI utilizing a single gang socket to power device)

| <u>Summary</u>            | <u>Sourcewell Cost</u> |                   |
|---------------------------|------------------------|-------------------|
| Material                  | \$                     | 65,065.24         |
| JCI Labor                 | \$                     | 50,479.70         |
| Subcontractor Graphics    | \$                     | 1,098.24          |
| Market Value Installer    | \$                     | 161,869.64        |
| Profficiency and Risk     | \$                     | 27,851.28         |
|                           |                        |                   |
|                           |                        |                   |
| <b><u>Grand Total</u></b> | <b>\$</b>              | <b>306,364.11</b> |

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## Woodbine

| Qty | Description  |
|-----|--|
| 1   | Site Engineering to generate<br>-Controls submittals with drawings, points lists, SOO's, controller locations, proposed trunk mapping<br>-Identify any asbestos concerns<br>-Confirm quantity of economizers JCI will take over<br>-Confirm if pathway exists to portables<br>-Generate as-built submittals for SCUSD record   |
| 1   | Coordination meeting with customer for review of JCI submittals to confirm scope of work   |
| 1   | Site walk with customer after completion to generate punch list  |
| 1   | SCUSD custom sequences<br>-Virus Mode<br>-Smoke Mode<br>-Auto DR<br>-Optimized start/stop<br>-FDD on all economizers taken over by JCI   |
| 1   | Outside air temperature sensor for site  |
| 1   | New SNE1050 in enclosure<br>-Requires IP address provided by SCUSD<br>-Engine will be installed in the middle of the trunk for ease of trunk installation  |
| 13  | Control of package rooftop equipment<br>-New NEMA 3R Enclosure with CGM mounted inside<br>-Interlock to unit terminal strip to command heat, cool, fan<br>-Discharge air temperature<br>-Return air temperature<br>-Compressor Amperage sensor<br>-Fan amperage sensor<br>-New damper actuator for (e) Outside Air damper with damper feedback<br>-Zone Temperature Sensor – SA Bus<br>-Zone CO2 sensor – SA Bus |
| 15  | Control of BARD Portable Units<br>-New NEMA 3R Enclosure with CGM mounted inside<br>-Interlock to unit terminal strip to command heat, cool, fan<br>-Discharge air temperature<br>-Return air temperature<br>-Compressor Amperage sensor<br>-Fan amperage sensor<br>-New damper actuator for (e) Outside Air damper with damper feedback<br>-Zone Temperature Sensor – SA Bus<br>-Zone CO2 sensor – SA Bus       |



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- 1 Control of Split System Furnace
  - New NEMA 3R Enclosure with CGM mounted inside
  - Interlock to unit terminal strip to command heat, cool, fan
  - Discharge air temperature
  - Return air temperature
  - Compressor Amperage sensor
  - Fan amperage sensor
  - New damper actuator for (e) Outside Air damper with damper feedback
  - Zone Temperature Sensor – SA Bus
  - Zone CO2 sensor – SA Bus
  
- 1 Loytech Zones for Portables
  - Loytech BACnet MS/TP to IP converter
  - NEMA 1 Can with Key Lock and perf liner
  - Plug in power supply (requires JCI utilizing a single gang socket to power device)

| <u>Summary</u>            | <u>Sourcewell Cost</u> |                   |
|---------------------------|------------------------|-------------------|
| Material                  | \$                     | 71,930.82         |
| JCI Labor                 | \$                     | 50,479.70         |
| Subcontractor Graphics    | \$                     | 1,098.24          |
| Market Value Installer    | \$                     | 156,223.58        |
| Profficiency and Risk     | \$                     | 27,973.23         |
|                           |                        |                   |
| <b><u>Grand Total</u></b> | <b>\$</b>              | <b>307,705.57</b> |



## New Joseph Bonnheim Community Charter

| Qty | Description  |
|-----|--|
| 1   | Site Engineering to generate<br>-Controls submittals with drawings, points lists, SOO's, controller locations, proposed trunk mapping<br>-Identify any asbestos concerns<br>-Confirm quantity of economizers JCI will take over<br>-Confirm if pathway exists to portables<br>-Generate as-built submittals for SCUSD record   |
| 1   | Coordination meeting with customer for review of JCI submittals to confirm scope of work   |
| 1   | Site walk with customer after completion to generate punch list  |
| 1   | SCUSD custom sequences<br>-Virus Mode<br>-Smoke Mode<br>-Auto DR<br>-Optimized start/stop<br>-FDD on all economizers taken over by JCI   |
| 1   | Outside air temperature sensor for site  |
| 1   | New SNE1050 in enclosure<br>-Requires IP address provided by SCUSD<br>-Engine will be installed in the middle of the trunk for ease of trunk installation  |
| 16  | Control of package rooftop equipment<br>-New NEMA 3R Enclosure with CGM mounted inside<br>-Interlock to unit terminal strip to command heat, cool, fan<br>-Discharge air temperature<br>-Return air temperature<br>-Compressor Amperage sensor<br>-Fan amperage sensor<br>-New damper actuator for (e) Outside Air damper with damper feedback<br>-Zone Temperature Sensor – SA Bus<br>-Zone CO2 sensor – SA Bus |
| 16  | Control of BARD Portable Units<br>-New NEMA 3R Enclosure with CGM mounted inside<br>-Interlock to unit terminal strip to command heat, cool, fan<br>-Discharge air temperature<br>-Return air temperature<br>-Compressor Amperage sensor<br>-Fan amperage sensor<br>-New damper actuator for (e) Outside Air damper with damper feedback<br>-Zone Temperature Sensor – SA Bus<br>-Zone CO2 sensor – SA Bus       |

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- 2 Control of Split System Furnace
  - New NEMA 3R Enclosure with CGM mounted inside
  - Interlock to unit terminal strip to command heat, cool, fan
  - Discharge air temperature
  - Return air temperature
  - Compressor Amperage sensor
  - Fan amperage sensor
  - New damper actuator for (e) Outside Air damper with damper feedback
  - Zone Temperature Sensor – SA Bus
  - Zone CO2 sensor – SA Bus
  
- 2 Loytech Zones for Portables
  - Loytech BACnet MS/TP to IP converter
  - NEMA 1 Can with Key Lock and perf liner
  - Plug in power supply (requires JCI utilizing a single gang socket to power device)

| <u>Summary</u>            | <u>Sourcewell Cost</u> |                   |
|---------------------------|------------------------|-------------------|
| Material                  | \$                     | 48,997.06         |
| JCI Labor                 | \$                     | 58,482.97         |
| Subcontractor Graphics    | \$                     | 1,098.24          |
| Market Value Installer    | \$                     | 161,972.35        |
| Profficiency and Risk     | \$                     | 27,055.06         |
|                           |                        |                   |
|                           |                        |                   |
| <b><u>Grand Total</u></b> | <b>\$</b>              | <b>297,605.68</b> |

**Total Price for ALL Inc 1 Phase 2 Group 2 Sites \$911,675.36**

## Clarifications/Exclusions/Terms and Conditions

### Clarifications:

1. All work outside of the classroom will be done normal hours
  - a. Inclusive of work on roof, work in telecom/electrical rooms, work in exterior hallways.
2. All work inside the classroom will be done off hours
3. During the scope of work – SCUSD will be required to interface to 2 systems to control a site as we incrementally cut over equipment to Metasys
4. Rigid on roof – EMT conduit elsewhere – plenum rated where concealed
5. New pathway in the classroom will be surface mount wire mold – Plastic 2300 mechanically fastened. New back boxes for sensors will be plastic surface mount.
6. JCI will provide NEW WIRE for all devices. JCI will not leverage existing wire, only existing pathway.
7. JCI will Stop Work when we encounter any Asbestos on the site. Asbestos remediation is by others. JCI will not resume work until asbestos has been abated. This is per JCI safety policy.
8. JCI will take over economizer control with a new JCI actuator as feasible. During site engineering, if discovered that spaces are too cramped for a new actuator – JCI will make it known to the district and provide a credit to remove that from the SOW or ADD to perform the mechanical work required to take control of the OA damper.
9. Temperature Sensors to be NSB8BTN141-0 – white, warm cool adjust, no display, no occupancy, no JCI logo
10. Separate CO2 sensors to be NSB8BNC041-0 – white, CO2 only, no display, no JCI logo
11. JCI will provide 120V power insofar as to power network engine only
12. JCI will provide network cable insofar as to connect network engine to the telecom room only
13. Upon further review – a TEC option for the project is more expensive and not recommended. The TEC option requires more after hours work and significantly decreases the amount of pre-commissioning JCI can perform as TEC will not be able to come online prior to step 4. While there is a material savings, the net increase in afterhours labor for TEC installation and commissioning negates and overcomes any material savings. Furthermore, the TEC does not future proof the district for any custom programming they may need in the future and have required in the past.
14. **Priced per Sourcewell (Formerly NJPA) Contract #070121-JHN**
15. Per communication from Mike – all equipment enclosures are NEMA 3R with lockable key, whether indoor or outdoor. This however does NOT apply to the SNE panel or network equipment panels (Loytech) – these will be the JCI standard panels which are NEMA 1. JCI expects most controllers will be installed outdoors on equipment.
16. The counts noted on this proposal is the finite number of units JCI will take control over. If fewer or additional units are discovered during engineering walks – the district that their discretion can add/remove units to the scope via change order.

### Exclusions:

1. Any and all 120V wiring outside of powering the engine
2. Any and all door status or window status monitoring
3. Any and all occupancy sensors – programming occupied standby mode
4. Installing CO2 sensors 5ft from operable doors/windows.
5. Updating any of the controls system to meet current code – JCI's understanding is this is a maintenance project removing and replacing aging/dysfunctional systems with a new Metasys system – Like for Like
6. Professional engineering services to confirm sites comply with current code. JCI does not have stamped PE's on staff and cannot offer this service
7. JCI excludes upgrading/changing/enhancing any existing pathway we may use in our work.



8. Work with 3<sup>rd</sup> party commissioning agents
9. Customer training. SCUSD is an experienced user and we don't not feel any training is required.
10. Mechanical upgrades – JCI excludes doing any mechanical work. All mechanical equipment is assumed to be functioning. This includes repairing dampers, replacing economizers, changing unit controllers, swapping out compressors etc.
11. Taking control of exhaust fans
12. Taking control of kitchen hoods
13. Taking control of mini splits
14. CO2 display in the space
15. Temperature display in the space
16. Relocating CO2 sensors, they will be placed either right next to or right below the (e) temperature sensors.
17. Providing new network or power infrastructure (switches, breakers etc).
18. Indicator light to alert if CO2 in the space is over a certain value

Thank You! As always call with any comments, questions or concerns.

*Quote valid for 30 days*

Zac Dillow

HVAC Systems Sales Engineer – Johnson Controls  
925-719-7785 (mobile)  
Zachary.j.dillow@jci.com

|  |       |
|--|-------|
| <b>CUSTOMER APPROVAL:</b>  |       |
| Total Price:   | _____ |
| Customer Name:   | _____ |
| Company:   | _____ |
| Signature (*)  | _____ |
| Date:  | _____ |
| <small>* By signing this proposal, you agree to purchase the bill of material as described in this proposal document, pursuant to the attached standard terms and conditions and for the Total Price documented on the above line.</small> |       |

## Standard Terms and Conditions

**(1) AGREEMENT AND LIMITATIONS.** This document (the "Agreement") sets forth the terms and conditions of any sale by Seller of the specified product, equipment or services indicated on the reverse side hereof or attachment and is expressly made conditional on the assent of Buyer (hereinafter "Buyer") to these Standard Terms and Conditions. Buyer's acceptance of any part of the product, equipment or services sold or Buyer's instructions to Seller to begin work or to ship any product or equipment after receipt of these Standards Terms and Conditions shall constitute such assent, and a waiver of all terms and conditions in its purchase order or similar document which are different from or additional to those set forth herein. Seller's failure to object to provisions contained in any communication from Buyer shall not be deemed a waiver of these Standard Terms and Conditions. References to "products" or "equipment" herein shall mean the product and equipment to be furnished by Seller as identified on the applicable Seller Quotation. These Standard Terms and Conditions may be modified or rescinded only by a writing signed by authorized representatives of both Seller and Buyer.

**(2) TERMINATION OR MODIFICATION.** Accepted orders may be cancelled or modified by Buyer only with Seller's express written consent. If cancellation or modification is allowed, Buyer agrees to pay to Seller all expenses incurred and damage sustained by Seller on account of such cancellation or modification, plus a reasonable profit.

**(3) PRICE, SHIPMENT, AND PAYMENT.** Prices on accepted orders are firm for a period of 90 days from date of acceptance. Prices for products may be adjusted by Seller, upon notice to Buyer at any time prior to shipment, to reflect any increase in Seller's cost of raw materials (e.g., steel, aluminum) incurred by Seller after issuance of Seller's applicable proposal or quotation. Price and delivery is F.O.B. point of manufacture, unless otherwise provided. Unless otherwise agreed to in writing by Seller, all payments are due net thirty (30) days from the date of invoice. Seller may, at its sole option, have the right to make any delivery under this Agreement payable on a cash or payment guarantee before-shipment basis. In the case of export sales, unless otherwise agreed to in writing by Seller, all payments are to be by means of a confirmed irrevocable letter of credit. Invoicing disputes must be identified in writing within 21 days of the date of invoice. Payments of any disputed amounts are due and payable upon resolution. All other amounts remain due within 30 days. In the event of Buyer's default, the balance of any outstanding amounts will be immediately due and payable. Failure to make payments when due will give Seller, without prejudice to any other right or remedy, the right to: (i) stop performing any services, withhold deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or terminate this Agreement; and (ii) charge Buyer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. Shipments to Buyer with outstanding invoices unpaid after thirty (30) days will be suspended until all overdue invoices are paid or be made on a cash-in-advance basis only, in Seller's sole discretion.

**(4) DEPOSIT.** Buyer agrees to pay a deposit equal to 50% of the sell price (pre-tax) prior to Seller performing work. Seller will generate an invoice for the 50% deposit within three business days after Seller's receipt of a written agreement or order from Buyer. Seller will not commence work until receipt of the deposit.

**(5) TAXES.** All prices exclude federal, harmonized, state/provincial and local use, sales or similar applicable taxes. Such taxes, if applicable, will appear as separate items on the invoice unless Buyer provides a tax exemption certificate that is acceptable to taxing authorities.

**(6) DELIVERY.** The delivery date(s) provided by Seller for the product and equipment is only an estimate and is based upon prompt receipt of all necessary information from Buyer. The delivery date(s) is subject to and shall be extended by delays caused by strikes, fires, accidents, shortages of labor or materials, embargoes, or delays in transportation, compliance with government agency or official requests, or any other similar or dissimilar cause beyond the reasonable control of Seller. FAILURE TO DELIVER WITHIN THE TIME ESTIMATED SHALL NOT BE A MATERIAL BREACH OF CONTRACT ON SELLER'S PART. If Buyer causes Seller to delay shipment or completion of the product or equipment, Seller shall be entitled to any and all extra cost and expenses resulting from such delay.

**(7) LIMITED WARRANTY.** Seller warrants that the product and equipment furnished by Seller under this Agreement will be of good quality and that the services provided by Seller will be provided in a good and workmanlike manner for a period of twelve (12) months from initial product startup, or eighteen (18) months from product shipment, whichever occurs first (the "Warranty Period") unless such Warranty Period is modified by Seller's proposal. Alongside this limited warranty, for all new York™ air or water-cooled chillers and/or Metasys™ building automation systems installed in the US and Canada and sold through Seller owned and operated branches, Seller also provides a Year One Service Agreement for such equipment, the scope, limitations, terms and conditions of which are at <https://www.johnsoncontrols.com/yearoneservice> (collectively, "Year One Service"). Seller will not provide a credit against purchase price if offered Year One Service is declined. No warranty is provided for third-party products and equipment installed or furnished by Seller. Such products and equipment are provided with the third-party manufacturer's warranty to the extent available, and Seller will transfer the benefits together with all limitations of that manufacturer's warranty to Buyer. This warranty does not cover failures caused in whole or in part by (i) improper installation or maintenance performed by anyone other than Seller; (ii) improper use or application; (iii) corrosion; (iv) normal deterioration; (v) operation beyond rated capacity, (vi) the use of replacement parts or lubricants which do not meet or exceed Seller's specifications, or (vii) if Seller's serial numbers or warranty date decals have been removed or altered. To qualify for warranty consideration for products or equipment, at the earlier of the Buyer's discovery of the defect or the time at which the Buyer should have discovered the defect; Buyer must immediately notify Seller in writing for instructions on warranty procedures. Seller's sole obligation for defective services shall be to repair or to replace defective parts or to properly redo defective services. All replaced equipment becomes Seller's property. **THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHICH ARE HEREBY DISCLAIMED. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** Seller makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity or will detect the presence of, or eliminate, treat, or mitigate the spread, transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

**(8) INDEMNIFICATION, REMEDIES AND LIMITATIONS OF LIABILITY.** In addition to Paragraph 8 below regarding patents, Buyer agrees that Seller shall be responsible only for such injury, loss, or damage caused by the intentional misconduct or the negligent act or omission of Seller. In the event Buyer claims Seller has breached any of its obligations under the Agreement, whether of warranty or otherwise, Seller may request the return of the goods and tender to Buyer the purchase price theretofore paid by Buyer, and in such event, Seller shall have no further obligation under the Agreement except to refund such purchase price upon redelivery of the goods. If Seller so requests the return of the goods, the goods shall be redelivered to Seller in accordance with Seller's instructions and at Seller's expense. The remedies contained in these Standard Terms and Conditions shall constitute the sole recourse of Buyer against Seller for breach of any of Seller's obligations under the Agreement, whether of warranty or otherwise. **To the maximum extent permitted by law, in no event shall Seller and its affiliates and their respective personnel, suppliers and vendors ("JCI Parties") be liable to Buyer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any: (a) special, indirect, incidental, punitive, or consequential damages; (b) lost profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. In any case, the entire aggregate liability of the JCI Parties under this Agreement for all damages, losses and causes of action, whether in contract, tort (including negligence), or otherwise shall be limited to the purchase price paid by Buyer hereunder.**

**(9) PATENTS.** Seller shall defend, or at its option settle, any action against Buyer brought by a third party to the extent that the action is based upon a claim that the products or equipment provided under the Agreement in the United States infringes any U.S. patents or copyrights 9or in Canada infringes on any Canadian patents or copyrights), or misappropriates any trade secrets of a third party ("Claim"), provided that: (i) Buyer gives Seller prompt written notice of any such Claim, (ii) Buyer gives Seller full authority to defend or settle any such Claim, and (iii) Buyer gives Seller proper and full information and assistance, at Seller's expense (except for Buyer's employees' time) to defend or settle any such Claim. Seller will pay those costs and damages finally awarded against Buyer in the action that are specifically attributable to the claim or those costs and damages agreed to in a monetary settlement of the action. **THE FOREGOING IS IN LIEU OF ANY WARRANTIES OF NON-INFRINGEMENT, WHICH ARE HEREBY DISCLAIMED.** The foregoing obligation of Seller does not apply with respect to products or equipment or portions or components thereof (a) not supplied by Seller, (b) made in whole or in part in accordance to Buyer or owner specifications, (c) which are modified after shipment by Seller, if the alleged infringement related to such modification, (d) combined with other products, processes or materials where the alleged infringement relates to such combination, (e) where Buyer continues allegedly infringing activity after being notified thereof and/or after being informed of modifications that would have avoided the alleged infringement without significant loss of performance or functionality, or (f) where Buyer's use of the product or equipment is incident to an infringement not resulting primarily from the product or equipment; Buyer will indemnify Seller and its officers, directors, agents, and employees from all damages, settlements, attorneys' fees and expenses related to a claim of infringement, misappropriation, defamation, violation of rights of publicity or privacy excluded from Seller's indemnity obligation herein.

**(10) GOVERNING LAW.** For any goods or work performed in the U.S., the formation and performance of the Agreement shall be governed by the laws of the State of Wisconsin, U.S.A. For any goods or work performed in Canada, the Agreement shall be governed by the laws of Ontario. Other than claims for unpaid contract amounts by Seller, any action for breach of the Agreement or any covenant or warranty must be commenced within one year after the cause of action has accrued unless such provision is not permitted by applicable law.

**(11) DISPUTE RESOLUTION.** Seller shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. The venue for any such arbitration shall be in Milwaukee, Wisconsin for U.S. sales, and Toronto, Ontario for Canadian sales. The arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. In the event the matter is submitted to a court, Seller and Buyer hereby agree to waive their right to trial by jury and covenant that neither of them will request trial by jury in any such litigation. Buyer will pay all of Seller's reasonable collection costs (including legal fees and expenses).

Johnson Controls Inc.  
Building Efficiency, Branch 110  
103 Woodmere Rd Suite #110, Folsom CA 95630  
Tel 916 294-8800 Fax 916 294-8889

DIR: 100000593  
CL#: 22445



**(12) SOFTWARE AND DIGITAL SERVICES.** Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Seller's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Seller and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

**(13) PRIVACY. Seller as Processor:** Where Seller factually acts as Processor of Personal Data on behalf of Buyer (as such terms are defined in the DPA) the terms at [www.johnsoncontrols.com/dpa](http://www.johnsoncontrols.com/dpa) ("DPA") shall apply. **Seller as Controller:** Seller will collect, process and transfer certain personal data of Buyer and its personnel related to the business relationship between it and Buyer (for example names, email addresses, telephone numbers) as controller and in accordance with Seller's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Buyer acknowledges Seller's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Buyer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Seller is mandatorily required from Buyer's personnel under applicable law, Buyer warrants and represents that it has obtained such consent.

**(14) CONNECTED EQUIPMENT SERVICES.** Certain equipment sold hereunder includes by default Seller's Connected Equipment Services. Connected Equipment Services is a data-analytics and monitoring Software platform that uses a cellular or network connection to gather equipment performance data to assist Seller in advising Buyer on (and Buyer in better understanding) such equipment's health, performance or potential malfunction. **If Buyer's equipment includes Connected Equipment Services, such services will be on by default and the remote connection will continue to connect to Buyer's Equipment through the full equipment lifecycle, unless Buyer specifically requests in writing that Seller disable the remote connection or Seller discontinues or removes such remote connection.** For more information on whether your particular equipment includes Connected Equipment Services, a subscription to such services and the cost, if any, of such subscription, please see your applicable order, quote, proposal, or purchase documentation or talk to your Seller sales representative. If Buyer's equipment includes Connected Equipment Services, Seller will provide a cellular modem or other gateway device ("Gateway Device") owned by Seller or Buyer will supply a network connection suitable to establish a remote connection with Buyer's applicable equipment to permit Seller to use Connected Equipment Services to perform first-year and extended warranty services as well as other services, including troubleshooting, quarterly health reports, remote diagnostic and monitoring and aftermarket services. For certain subscriptions, Buyer will be able to access equipment information from a mobile or smart device using Connected Equipment Service's mobile or web app. Any Gateway Devices provided hereunder shall remain Seller's property, and Seller may upon reasonable notice access and remove such Gateway Device and discontinue services in accordance with the Software Terms. If Buyer does not permit Seller to connect via a connection validated by Seller for the equipment or the connection is disconnected by Buyer, and a service representative must therefore be dispatched to the Buyer site, then the Buyer will pay Seller at Seller's then-current standard applicable contract regular time and/or overtime rate for services performed by the service representative. Seller disclaims any obligation to advise Buyer of any possible equipment error or malfunction. **Buyer acknowledges that, while Connected Equipment Services generally improve equipment performance and services, Connected Equipment Services does not prevent all potential malfunction, insure against all loss or guarantee a certain level of performance and that Seller shall not be responsible for any injury, loss, or damage caused by any act or omission of Seller related to or arising from the monitoring of the equipment under Connected Equipment Services.**

**(15) MISCELLANEOUS**

**(a) CHANGES OF CONSTRUCTION AND DESIGN:** Seller reserves the right to change or revise the construction and design of the products or equipment purchased by Buyer, without liability or obligation to incorporate such changes to products or equipment ordered by Buyer unless specifically agreed upon in writing reasonably in advance of the delivery date for such products or equipment. Buyer agrees to bear the expense of meeting any changes or modifications in the scope of this Agreement or in local code requirements which become effective after Seller has accepted Buyer's order.

**(b) CHARACTER OF PRODUCT AND SECURITY INTEREST:** The goods delivered by Seller under the terms of the Agreement shall remain personal property and retain its character as such no matter in what manner affixed or attached to any structure or property. Buyer grants Seller a security interest in said goods, any replacement parts and any proceeds thereof until all sums due Seller have been paid to it in cash. This security interest shall secure all indebtedness or obligations of whatsoever nature now or hereafter owing Buyer to Seller. Buyer shall pay all expenses of any nature whatsoever incurred by Seller in connection with said security interest. Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall be subject to the mechanics lien legislation applicable to the location where the work will be performed.

**(c) INSURANCE:** Buyer agrees to insure the goods delivered under the Agreement in an amount at least equal to the purchase price against loss or damage from fire, wind, water or other causes. The insurance policies are to be made payable to Seller and Buyer in accordance with their respective interests, and when issued are to be delivered to Seller and held by it. Failure to take out and maintain such insurance shall entitle Seller to declare the entire purchase price to be immediately due and payable and shall also entitle Seller to recover possession of said goods.

**(d) INSTALLATION:** If installation by the Seller is included within the Seller's Quotation, Buyer shall provide all of the following at its own expense and at all times pertinent to the installation: i) free, dry, and reasonable access to Buyer's premises; and ii) proper foundations, lighting, power, water and storage facilities reasonably required. If any change in the scope of this Agreement or schedule for performance is ordered or directed by the Buyer (or any other party to the installation other than Seller) or any Force Majeure Event causes an increase in the cost or time required for Seller's performance of the work, Buyer shall make an upward equitable adjustment in the contract price or time of performance or both. Seller's additional costs, plus reasonable overhead and profit, shall be paid in full no later than 30 days from completion of such work.

**(e) COMPLIANCE WITH LAWS:** Seller's obligations are subject to the export administration and control laws and regulations of the United States and Canada. Buyer shall comply fully with such applicable laws and regulation in the export, resale or disposition of purchased products or equipment. Quotations or proposals made, and any orders accepted by Seller from a Buyer outside the United States or Canada are with the understanding that the ultimate destination of the products or equipment is the country indicated therein. Diversion of the products or equipment to any other destination contrary to the United States or Canada, as applicable, is prohibited. Accordingly, if the foregoing understanding is incorrect, or if Buyer intends to divert the products or equipment to any other destination, Buyer shall immediately inform Seller of the correct ultimate destination.

**(f) BUYER RESPONSIBILITIES:** Buyer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Seller secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Buyer and/or end user against unauthorized access. Buyer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

**(g) FORCE MAJEURE:** Seller shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Seller to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Seller, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in the tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Seller. If Seller's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Seller shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Seller is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Seller will be entitled to extend the relevant completion date by the amount of time that Seller was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Seller's cost to perform the services, Buyer is obligated to reimburse Seller for such increased costs, including, without limitation, costs incurred by Seller for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Seller in connection with the Force Majeure Event.

**(h) ONE-YEAR CLAIMS LIMITATION:** No claim or cause of action, whether known or unknown, shall be brought against Seller more than one year after the claim first arose. Except as provided for herein, Seller's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

T&C Version: 3/31/2021



**Memorandum of Understanding Between Johnson Controls Inc. and Sacramento City  
Unified School District – February 28, 2022**

This Memorandum of Understanding (“MOU”) is entered into by Sacramento City Unified School District and Johnson Controls, Inc. (collectively, “the Parties”) as of the date of full execution of the MOU (the “Effective Date”).

1. On or around December 10, 2020, Johnson Controls, Inc. (“JCI”) and Sacramento City Unified School District (“SCUSD”) executed an agreement referencing PO Number P21-01319 (the “Agreement”) whereby JCI agreed to sell and SCUSD agreed to purchase 6000 V-Pac Self-Contained Portable Air Purification Units with UV-C Bulbs (“V-Pacs”), including lamp and filter replacement parts, manufactured by UltraViolet Devices, Inc. (“UVDI”), for use in the school district’s classrooms. The total purchase price, including freight and tax, was \$6,148,125.00.
2. SCUSD financed the V-Pac transaction with relief funding received under the American Rescue Plan (“ARP”). The ARP relief funding was designed to facilitate the SCUSD’s efforts to mitigate the spread of COVID in the classrooms, and to implement appropriate indoor air quality improvements that foster healthy learning and working environments for students and staff.
3. Due to the nature of the order, the Agreement provided that “[o]nce the order is placed at the factory, it cannot be cancelled for any reason.”
4. The Agreement required SCUSD to make a 20% down payment, including tax, of \$1,207,125.00. SCUSD made this payment on December 21, 2020. Between March and May 2021, SCUSD made 3 additional payments totaling \$2,417,227.59.
5. The total amount SCUSD has paid JCI under the Agreement to date is \$3,624,352.59. \$2,523,772.41 of the \$6,148,125.00 purchase price currently remains unpaid.
6. Of the 6,000 V-Pacs purchased by SCUSD under the Agreement, 4,993 were shipped and delivered to SCUSD. However, in May 2021, prior to the shipment of the remaining V-Pacs, SCUSD requested and JCI agreed to halt further shipments due to outstanding questions concerning the value and efficacy of the V-Pacs for classroom use.
7. Given the longstanding partnership between JCI and SCUSD, the Parties worked together to overcome the challenges involved with SCUSD’s implementation of portable air purification technology for its classrooms and find a creative solution to avoid any dispute under the Agreement.
8. The crux of the solution permits SCUSD to return the units without contractual penalty and to repurpose the ARP relief funding on similarly qualifying projects and uses, while at the same time compensating JCI for the substantial negative financial impact JCI will incur downstream in returning all of the V-Pacs to UVDI.



9. Therefore, upon signature of this Memorandum of Understanding (“MOU”), the Parties agree as follows:
- A. JCI will furnish to SCUSD a Credit Memo that provides SCUSD with a credit on its account in the amount of \$3,624,352.59 (“V-Pac Credit”). The terms of the credit memo will entitle SCUSD to apply this amount toward accounts payable to JCI with respect to future healthy building and/or pandemic-related improvements to SCUSD buildings provided by JCI. Such improvements may include, but are not limited to:
    - i. HVAC/Rooftop Unit retrofits and replacements, Economizer upgrade and installations, Metasys upgrades and migrations, installations of classroom CO2 sensors and temperature control devices, UL Safe Trace Audits (IAQ, ventilation verification, and infection control for K-12 school), mechanical services to upgrade and/or retrofit ageing equipment, and/or other healthy-building related projects, including design services of such systems.
    - ii. The cost for such improvements, including but not limited to markup on any subcontract labor, will be consistent with any state or national purchasing agreement, or other public agency agreement JCI is a signatory to, such as Sourcewell (formerly NJPA) contracts and subject to review and approval by SCUSD staff (JCI to provide “open book” pricing for staff review).
  - B. The redemption period for the V-Pac Credit (\$3,624,352.59) will be by September 30, 2022. If the V-Pac Credit is not utilized in full within the redemption period, then JCI’s release of SCUSD is void and JCI may enforce the non-cancellation provision of the Agreement and seek restocking and other downstream costs from SCUSD. For purposes of this section, the definition of “utilized in full” during the redemption period shall refer to the issuance of a new purchase order by SCUSD accepted in writing by JCI or other provision of written assurance agreed to in writing by both parties for any future healthy building and/or pandemic-related improvements described above and shall not be interpreted to require the actual completion of the new project(s) by the redemption date.
  - C. SCUSD agrees to reach an agreement with JCI in writing in which SCUSD shall commit to spending the remaining balance under the original Agreement of \$2,523,772.41 (“V-Pac Balance”) with JCI in connection with one or more future healthy building and/or pandemic-related improvements by September 30, 2022. For any such Projects, SCUSD shall be invoiced by JCI as specified under the original Agreement.
  - D. All future purchases by SCUSD from JCI under the MOU shall be subject to JCI Standard Terms and Conditions.

- E. In exchange for these terms, JCI will not enforce the non-cancellation and modification provisions of the Agreement.
- F. **Instead**, JCI will **coordinate** UVDI's pick-up of all V-Pacs in SCUSD's possession and the return of all such units to UVDI, at no cost to SCUSD, no later than 30 days following execution of the MOU unless extended by mutual agreement in writing
- G. Subject to SCUSD's timely redemption of the V-Pac Credit and written commitment to spend the V-Pac Balance as set forth in Sections 9.B and 9.C above, no contractual penalty will be applied in connection with SCUSD's return of the units under the Agreement.
- H. Subject to performance of the terms and conditions stated above, the Parties agree to release all claims and causes of action, whether now known or unknown, which the parties have, or might have or could have asserted, against the other, its officials, employees, insurers, Board Members, attorneys, representatives, agents, vendors, or parties otherwise associated with the Agreement or the V-Pacs. For the avoidance of doubt, the release of liability extended by SCUSD to JCI extends and applies to UVDI.
- I. Each party will be responsible for its own legal fees and costs.
- J. The execution of this MOU shall not operate as an admission of liability by either party with respect to the Agreement or the V-Pacs.
- K. Except as otherwise agreed to by the Parties or required by law, including obligations arising under the California Public Records Act (Government Code section 6250 et seq.) and the Ralph M. Brown Act (Government Code section 54950 et seq.), the Parties and their attorneys agree to keep this MOU confidential.
- L. Each side agrees they will not publicly criticize, disparage, call into disrepute or otherwise defame the other with respect to the Agreement, the V-Pacs, and this MOU. The parties will further agree to a joint statement that indicate we are maintaining our long-standing business relationship and will continue to work on solutions that are beneficial to SCUSD's students, staff and community.

SIGNATURES:

  
 \_\_\_\_\_  
 Johnson Controls Inc.

2/28/22  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Sacramento City Unified School District

2/25/22  
 \_\_\_\_\_  
 Date

| SCUSD / HVAC / Sites 10-23 |      |                     |                        | Funding source    | Funding source  |                 |      |
|----------------------------|------|---------------------|------------------------|-------------------|-----------------|-----------------|------|
| SCUSD ID                   | ID # |                     | Total site cost        | MOU Credit        | ESSER           | PO \$           | PO # |
|                            |      |                     | \$7,753,883.71         | \$3,624,352.59    |                 |                 |      |
| 0004-463                   | 10   | Alice Binery        | \$ 285,368.69          | \$ 285,368.69     | \$ -            | \$ -            |      |
| 0108-463                   | 11   | Ethel Baker         | \$ 353,658.18          | \$ 353,658.18     | \$ -            | \$ -            |      |
| 0110-463                   | 12   | Ethel Phillips      | \$ 344,499.13          | \$ 344,499.13     | \$ -            | \$ -            |      |
| 0354-463                   | 13   | Suttersville        | \$ 306,364.10          | \$ 306,364.10     | \$ -            | \$ -            |      |
| 0390-463                   | 14   | Woodbine            | \$ 307,705.57          | \$ 307,705.57     | \$ -            | \$ -            |      |
| 0183-463                   | 15   | New Joseph Bonnheim | \$ 297,605.68          | \$ 297,605.68     | \$ -            | \$ -            |      |
| 0269-463                   | 16   | Pacific             | \$ 440,072.69          | \$ 440,072.69     | \$ -            | \$ -            |      |
| 0272-463                   | 17   | Parkway             | \$ 338,438.60          | \$ 338,438.60     | \$ -            | \$ -            |      |
| 0229-463                   | 18   | Success Acadamy     | \$ 290,775.09          | \$ 290,775.09     | \$ -            | \$ -            |      |
| 0117-463                   | 19   | Fr. Ketih B Kenn    | \$ 189,734.28          | \$ 189,734.28     | \$ -            | \$ -            |      |
| 0571-463                   | 20   | Cap Cit             | \$ 191,699.76          | \$ 191,699.76     | \$ -            | \$ -            |      |
| 0520-463                   | 21   | Hiram Johnson HS    | \$ 1,319,695.95        | \$ 278,430.81     | \$ 1,041,265.14 | \$ 1,041,265.14 |      |
| 0525-463                   | 22   | JFK HS              | \$ 1,335,524.72        | \$ -              | \$ 1,335,524.72 | \$ 1,335,524.72 |      |
| 0530-463                   | 23   | Luther Burbank      | \$ 1,752,741.27        | \$ -              | \$ 1,752,741.27 | \$ 1,752,741.27 |      |
|                            |      |                     | \$ 7,753,883.71        | \$ 3,624,352.59   | \$ 4,129,531.13 | \$ 4,129,531.13 |      |
|                            |      |                     | <b>Total site cost</b> | <b>MOU Credit</b> | <b>ESSER</b>    | <b>PO \$</b>    |      |



**Solicitation Number: RFP #070121****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Johnson Controls, Inc., 5757 North Green Bay Avenue, Milwaukee, WI 53209 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for HVAC Systems and Related Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

**1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires August 12, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship for a period of one year for Equipment and Products and ninety days for Services. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Supplier will provide its standard proposal terms and conditions with specific scope for all task orders under this Contract. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## **7. CUSTOMER SERVICE**

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:



- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

#### **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

#### **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the

circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

### **11. INDEMNITY AND HOLD HARMLESS**

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, to the extent resulting from negligence or willful misconduct in the performance of this Contract by the Supplier or its agents or employees for third-party injury or death to person(s) or property or caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Supplier will not be liable for indirect or consequential damages. Vendor's liability to Sourcewell arising out of this Contract, with the exception of Supplier's indemnification obligations under this Section, shall not exceed amounts paid or payable under this Contract. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

### **12. GOVERNMENT DATA PRACTICES**

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

### **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

#### **A. INTELLECTUAL PROPERTY**

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws. Supplier shall have the right, at its option, to: i) make the Equipment or Products non-infringing, ii) replace the infringing Equipment or Products; or (iii) on return of the Equipment or Products by Sourcewell or the Participating Entity, Supplier will refund the amounts actually paid by Sourcewell or the Participating Entity for the infringing Equipment or Products, less depreciation over a three (3) year period. Liability for infringement under this Section excludes: (i) misuse or modification of the product by Sourcewell or the Participating Entity or its employees, agents or downstream customers, (ii) use of the product or work in combination with other materials, goods, products, or services for which the product was not intended to be used (as demonstrated by Supplier's applicable product literature), (iii) failure of Sourcewell or the Participating Entity to implement any update provided by Supplier that would have prevented the claim, (iv) work that Supplier made to Sourcewell's or the Participating Entity's specifications or designs, (v) product that is not manufactured by Supplier, and (iv) claims with respect to third party hardware or software.

5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

6. *Digital & Intellectual Property.* Use, implementation, and deployment of software and hosted software products proprietary to Supplier (“Software”) shall be subject to, and governed by, Supplier’s standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the “Software Terms”). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Supplier and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Supplier shall retain all right, title and interest in any (a) work provided to Sourcewell and any Participating Entities, including without limitation, all software source and object code, documentation, technical information or data, specifications and designs and any changes, improvements or modifications thereto (“Deliverables”), and (b) Know-How (defined below) employed by Supplier in the creation of the Deliverables or performance of the associated work, whether known to Supplier prior to, or developed or discovered or acquired in connection with, the performance of its obligations under this Contract. Ownership of all Deliverables and Know-How shall vest solely in Supplier and no Deliverables shall be deemed “works made for hire.” Without limiting the generality of the foregoing, ownership of all source files used in the course of performing all associated work shall remain the exclusive property of Supplier. For purposes of this Contract, “Know-How” means any know-how, processes, techniques, concepts, methodologies, tools, analytical approaches, database models and designs, discoveries, and ideas furnished, produced by, developed, or used by Supplier in the creation or provision of the Deliverables or in the performance of the Services, Products or Equipment, and any changes, improvements, or modifications thereto or derivatives thereof. Additional terms and conditions or other required transaction documentation related to Software Terms may be addressed directly between a Participating Entity and Supplier depending upon the Software or offering, including any applicable terms and conditions related to any Software subscriptions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

#### **15. FORCE MAJEURE**

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

#### **16. SEVERABILITY**

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

#### **17. PERFORMANCE, DEFAULT, AND REMEDIES**

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## 18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for Products-Completed operations
- \$2,000,000 general aggregate



3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or



“work” performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

## **21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 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 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 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. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. 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 C.F.R. § 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. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 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 C.F.R. § 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. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require 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). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 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 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 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. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must 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. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must 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.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

**22. CANCELLATION**

Sourcwell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcwell

Johnson Controls, Inc.

DocuSigned by:  
*Jeremy Schwartz*  
C0FD2A139D06489...

DocuSigned by:  
*Jeremy L Rainwater*  
DD49E8F7B6E24C5...

By: \_\_\_\_\_  
Jeremy Schwartz  
Title: Chief Procurement Officer

By: \_\_\_\_\_  
Jeremy L. Rainwater  
Title: VP & GM HVAC and Controls North America

10/7/2021 | 8:54 PM CDT

10/14/2021 | 5:51 PM CDT

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved:

DocuSigned by:  
*Chad Coquette*  
7E42B8F817A64CC...

By: \_\_\_\_\_  
Chad Coquette  
Title: Executive Director/CEO

10/14/2021 | 5:53 PM CDT

Date: \_\_\_\_\_

# RFP 070121 - HVAC Systems and Related Services

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## Vendor Details

Company Name: Johnson Controls, Inc.  
Does your company conduct business under any other name? If yes, please state: MD  
Address: PO Box 246  
Chesapeake City, Maryland 21915  
Contact: Tom Staves  
Email: thomas.staves@jci.com  
Phone: 443-676-8813  
Fax: 443-676-8813  
HST#: 39-0380010

## Submission Details

Created On: Thursday June 03, 2021 10:17:10  
Submitted On: Thursday July 01, 2021 10:19:53  
Submitted By: Tom Staves  
Email: thomas.staves@jci.com  
Transaction #: 3a12fdca-b2a1-4826-b500-969a9b2c8b16  
Submitter's IP Address: 104.129.195.1

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**Specifications****Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

| Line Item | Question   | Response *  |
|-----------|--|---|
| 1         | Proposer Legal Name (one legal entity only):   | Johnson Controls Inc.   |
| 2         | Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.  | Johnson Controls Canada, LP<br>Johnson Controls Security Solutions  |
| 3         | Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.   | Johnson Controls does not have any applicable assumed names.<br>Johnson Controls, Inc. has previously operated under two (2) former names:<br>1. Johnson Service Company from July 10, 1902 to November 11, 1974<br>2. Johnson Electric Service Company from July 31, 1900 to July 10, 1902 |
| 4         | Proposer Physical Address:   | 5757 North Green Bay Avenue Milwaukee, WI 53209   |
| 5         | Proposer website address (or addresses):   | www.JohnsonControls.com   |
| 6         | Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract): | Jeremy L Rainwater, VP & GM HVAC and Controls North America<br>5757 North Green Bay Avenue Milwaukee, WI 53209<br>jeremy.l.rainwater@jci.com<br>414-524-1200  |
| 7         | Proposer's primary contact for this proposal (name, title, address, email address & phone):  | Tom Staves<br>Cooperative Program Manager<br>705 Digital Drive, Suite N, LINTHICUM HEIGHTS, MD 21090-2267<br>Thomas.Staves@JCI.com<br>443-676-8813  |
| 8         | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):   | Andrew Pergande, Director Commercial Optimization<br>5757 North Green Bay Avenue Milwaukee, WI 53209<br>Andrew.Pergande@jci.com<br>414 524 6937   |

**Table 2: Company Information and Financial Strength**

| Line Item | Question | Response * |
|-----------|----------|------------|
|-----------|----------|------------|



|    |   |   |
|----|---|---|
| 9  | Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.  | <p>Johnson Controls is a global diversified technology and multi-industrial leader serving a wide range of clients in more than 150 countries. Our Performance Infrastructure business, which operates independently, and specifically is responsible for the successful delivery of guaranteed savings projects and other alternative funding projects delivers world-class solutions that address our clients' energy and infrastructure needs. Our solutions leverage our experience from thousands of higher education projects across the country matched to the specific requirements and needs of the client and their facilities.</p> <p>Our company has its very roots in the energy efficiency business. In 1883, Warren S. Johnson, a professor at the State Normal School in Whitewater, Wisconsin, received a patent for the electric room thermostat. His invention launched the building control industry. Johnson Controls with over \$30 billion of revenue in 2017, recently Johnson Controls merged with Tyco to become a global leader in building systems, energy storage, and integrated security and fire.</p> <p>Johnson Controls is a pioneer in developing performance contracting as a viable means by which to update facilities and make them more cost-effective to operate. We have implemented more than 3,000 performance contracting agreements – all with guaranteed savings since 1983.</p> <p>Core Values, Business Philosophy Johnson Controls Values:<br/> <b>INTEGRITY FIRST:</b> We promise honesty and transparency. We uphold the highest standards of integrity and honor the commitments we make.<br/> <b>PURPOSE LED:</b> We believe in doing well by doing good and hold ourselves accountable to make the world a better place through the solutions we provide, our engagement in society, the way we do business, and our commitment to protect people and the environment.<br/> <b>CUSTOMER DRIVEN:</b> We win when our customers win. Our long-term strategic relationships provide unique insights and the ability to deliver exceptional customer experiences and solutions.<br/> <b>FUTURE FOCUSED:</b> Our culture of innovation and continuous improvement drives us to solve today's challenges while constantly asking 'what's next.'<br/> <b>ONE TEAM:</b> We are one team, dedicated to working collaboratively together to create purposeful solutions that propel the world forward.</p> <p>Industry Longevity Related To The Requested Equipment:<br/> Johnson Controls paints an impressive picture, with 130+ years of innovation and over four million customers. Johnson Controls is a global diversified technology and multi-industrial leader serving a wide range of customers. Our commitment to sustainability dates back to our roots in 1885, with the invention of the first electric room thermostat. Johnson is committed to helping our customers win and creating greater value for all of our stakeholders through a strategic focus on buildings and energy growth platforms.</p> <p>Products Or Services<br/> Johnson Controls offers best-in-class technologies, products, installation, and service capabilities across building management, fire, security, sensors/controls, HVAC, industrial refrigeration, and energy storage solutions. Our offering includes total support for all fire alarm, fire detection, fire protection, integrated security, HVAC, Building Controls, healthcare communications, and sound/communications needs. Our capabilities include design, engineering development, integration, installation, project management, programming, testing, commissioning, training, warranty support, and post-warranty service. Our Technicians are highly trained and use state-of-the-art test equipment to ensure high-quality results and are trained to perform related repairs, in addition to inspections and responding to emergency maintenance requirements. Our life safety services are "Best-Value" for the following reasons:<br/> - Specialized inspection teams trained to identify and correct problems before they occur, thus preventing costly nuisance alarms and unnecessary downtime.<br/> - Experienced technicians ensure that repairs are done right and promptly. Standardized reporting and documentation.<br/> - Customized service plans to meet any customer's needs.<br/> Our organization provides local support from our North American network of over 150 local offices in the United States and Canada. Each office functions as a "one-stop-shop" providing parts, supplies, and equipment specific to each of the clients it serves.</p> |
| 10 | What are your company's expectations in the event of an award?  | Johnson Controls expects to build upon our previous contract 030817-JHN successes. Though we had tremendous adoption by our sales teams, there is still much work that needs to be done to maximize the sales potential including launching Canada. We are looking to add additional personnel to our corporate sales team to manage field training, business development, and direct sales. An annual budget has been submitted to assist in the development of additional collateral and E-marketing campaigns and plans to attend local/ regional trade shows to promote our participation in the program.   |
| 11 | Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.  | Johnson Controls Inc is a wholly-owned indirect subsidiary of Johnson Controls International plc, a publicly owned company listed on the New York Stock Exchange (ticker: JCI). As a wholly-owned subsidiary, Johnson Controls Inc's financial results are consolidated in the financial statements of Johnson Controls International plc. In Fiscal Year 2020, Johnson Controls saw net revenue of \$22.3 billion with positive cashflow. Johnson Controls enjoys a strong balance sheet with \$10 billion in assets against \$8.2 billion in total liabilities. Total shareholders' equity was \$17.4 billion for FY 2020. We have provided the Johnson Controls 2020 Annual Report, credit and bond ratings, letters of credit, and detailed reference letters   |
| 12 | What is your US market share for the solutions that you are proposing?  | <p>Johnson Controls does not divulge market share for equipment categories, however, we can report on our North American market share for the following services:</p> <ul style="list-style-type: none"> <li>- Energy Saving Performance Contracting: 14%</li> <li>- P3: 36%</li> <li>- Service and Maintenance: 3%</li> </ul> <p>These values include both the US and Canada.</p>  |
| 13 | What is your Canadian market share for the solutions that you are proposing?  | See answer to question 12.  |
| 14 | Has your business ever petitioned for bankruptcy protection? If so, explain in detail.  | Johnson Controls has never petitioned for bankruptcy protection.  |
| 15 | <p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p> | B) Johnson Controls is a manufacturer and service provider with an extensive network of sales and service branches that are 100% company-owned. The branch network provides equipment, installation, and service for HVAC, security, fire, and Performance Contracting (PC) needs.  |

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| 16 | If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP. | <p>When selecting a company to provide HVAC systems and service, you want to choose a proven contractor that is responsible, experienced, and has employees with the expertise and knowledge to work efficiently and help you make the best choices for your facilities.</p> <p>In addition to professional licenses in all 50 states and 10 Canadian Provinces, our team members hold licenses, certifications, and accreditations by various professional organizations. Professional certification or accreditation indicates a certain proven amount of knowledge and experience in a particular subject area.</p> <p>To earn many of these credentials (e.g., LEED Accredited Professional), applicants are required to have experience in the field as well as pass a comprehensive examination administered by a third party. By regularly maintaining their certifications, our employees ensure they continue their education and keep pace with industry trends and standards.</p> <p>Please see the "Johnson Controls Certification Table" uploaded as a separate file. This table identifies just a few of the professional certifications held by Johnson Controls team members, relevant to HVAC equipment and services and energy efficiency projects. Beyond the dedicated resources for a project, our team can seek additional support from a variety of certified professionals at the regional and national level, as represented here.</p> |
| 17 | Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.  | Johnson Controls has been in business for well over 100 years and operates from about 120 offices in all North America. To the best of our knowledge and information, neither company, as a corporate entity, nor any of its branch or satellite offices have been suspended or debarred by any federal, state, provincial, or municipal public agency.   |

**Table 3: Industry Recognition & Marketplace Success**

| Line Item | Question | Response * |
|-----------|----------|------------|
|-----------|----------|------------|

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| 18 | Describe any relevant industry awards or recognition that your company has received in the past five years  | <p>Our organization participates in a wide range of activities and has been recognized in several unique areas. The following information highlights some key examples.</p> <p><b>SUSTAINABILITY AND CORPORATE SOCIAL RESPONSIBILITY</b><br/>                 2019 World's Most Ethical Company<br/>                 12 selections since 2007 (March 2020, selected for the 13th time) Ethisphere Magazine<br/>                 100 Best Corporate Citizens, 2019<br/>                 Transparency and social responsibility, since 2006<br/>                 Corporate Responsibility Magazine<br/>                 2019 Best Corporate Citizens<br/>                 Community involvement, environmental impact, and fair employee treatment.<br/>                 Forbes Magazine<br/>                 Change the World, 2018<br/>                 Companies that are doing well by doing good<br/>                 Fortune Magazine<br/>                 AAA Rating<br/>                 Environmental, social, and governance MSCI Socially Responsible Indices Carbon Clean 200<br/>                 Biggest public companies ranked by green energy revenues<br/>                 Corporate Knights and As You Sow<br/>                 Energy Star Most Efficient 2020 Most efficient products<br/>                 Energy Star<br/>                 Environmental Leader Project of the Year<br/>                 For partnership with The University of Hawai'i (UH) Maui College Environmental Leader and Energy Manager Today<br/>                 Top Project Judges' Choice Award for its impressive strides in sustainability and renewable energy<br/>                 Environmental Leader and Energy Manager Today<br/>                 Environment + Energy Leader 100<br/>                 Terrill Laughton, VP, and GM of Energy Optimization and Connected Equipment Environmental Leader and Energy Manager Today</p> <p><b>INNOVATION</b><br/>                 Johnson Controls Top 100 Global Innovators, 5-time winner<br/>                 Most innovative corporations and institutions in the world, 2016, 2017, 2019, 2019,2020<br/>                 Clarivate Analytics<br/>                 Overall IoT Company of the Year, 2020<br/>                 Top companies, technologies, and products in the global Internet of Things (IoT) market<br/>                 IoT Breakthrough<br/>                 Most Intelligent Building – Corporate Headquarters (Bee'ah's new headquarters in the UAE)<br/>                 Optimize energy efficiency, make the best use of available space and help the building's occupants be more productive<br/>                 Digie Award</p> <p><b>QUALITY / PRODUCTS</b><br/>                 Our organization participates in a wide range of activities and has been recognized in several unique areas. The following information highlights some key examples.<br/>                 Humanitarian Award, 2019<br/>                 Fire Commissioner's Humanitarian Award<br/>                 Fire Department of the City of New York Foundation Sustainability Product of the Year<br/>                 The YORK® Mission Critical Direct Evaporative Cooling Air Handling Unit in the 2019 Sustainability Awards. The awards honor those who have made sustainability an integral part of their business practice.<br/>                 The Business Intelligence Group<br/>                 Edison Award<br/>                 Environmentally Friendly Solutions sub-category of the Energy and Sustainability award category<br/>                 The Edison Awards annually honor excellence in human-centered design and innovation<br/>                 Five honors in the 2019 Brandon Hall Group Human Capital Management Excellence Awards<br/>                 Innovative learning solutions and sales training programs that help improve the human capital management space, achieve results and provide meaningful careers<br/>                 Brandon Hall Group<br/>                 YORK® YHAU CGN Absorption Chiller – Heater<br/>                 Use of a natural refrigerant (water) that offers zero ozone depletion and global warming potential<br/>                 New Products for Engineers<br/>                 2018 IW Best Plants Winner, Norman OK plant<br/>                 Operational excellence<br/>                 Industry Week<br/>                 Four 2019 World Class Briefing Awards for its excellence in management, planning, customer experience, and measurement<br/>                 Association of Briefing Program Managers<br/>                 Most Intelligent Building – Corporate Headquarters (Bee'ah's new headquarters in the UAE)<br/>                 Optimize energy efficiency, make the best use of available space and help the building's occupants be more productive<br/>                 Digie Award</p> <p><b>WORKFORCE DIVERSITY</b><br/>                 Grady Crosby, vice president of public affairs and chief diversity officer honored with the 2019 Business Champion award<br/>                 Commitment to creating a diverse and inclusive workforce<br/>                 African American Chamber of Commerce<br/>                 Top 50 Employers for Women Engineers, 2019<br/>                 Readers of Woman Engineer were asked to name the employers for whom they would most like to work or that they believe would provide a positive working environment for women<br/>                 Women Engineer<br/>                 50 Best Companies for Diversity Dec. 2018<br/>                 Black Enterprise Magazine Top Employer – China, 2019<br/>                 For exceptional employee conditions, nurturing and developing talent throughout all levels of the organization and striving to optimize its employment practices and to develop its employees<br/>                 Top Employers Institute, China 2019<br/>                 Best of the Best for U.S. Veterans<br/>                 Top Veteran-Friendly Companies<br/>                 U.S. Veteran's Magazine<br/>                 2019 Sustainability Awards and Recognition does not include most recognition bestowed to specific locations and individual employees by organizations around the world for our employees' work to build a sustainable world and does not include sustainability indices to which Johnson Controls was named. This list is representative but not exhaustive of global sustainability honors and awards.</p> |
| 19 | What percentage of your sales are to the governmental sector in the past three years  | 26%  |
| 20 | What percentage of your sales are to the education sector in the past three years   | 18%  |
| 21 | List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years? | NCPA - \$3,865,224<br>TIPS - \$2,281,196<br>NASPO - \$6,036,765<br>OMNIA - \$1,500,000 (1st yr of agreement)   |

|    |  |   |   |
|----|--|---|---|
| 22 | List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years? | GSA - 084 190CA \$11,680,149<br>GSA-03FAC 0060P \$5,131,971 | * |
|----|--|---|---|

**Table 4: References/Testimonials**

**Line Item 23.** Supply reference information from three customers who are eligible to be Sourcewell participating entities.

| Entity Name *              | Contact Name *  | Phone Number *                                      |   |
|----------------------------|-----------------|---|---|
| Brainerd Public Schools    | Earl Wolleat    | 218-454-6906<br>earl.wolleat@isd181.org             | * |
| Castlewood School District | Dawn Wiersma    | 605-793-2351<br>dawn.wiersma@k12.sd.us              | * |
| Watertown School District  | Heidi Clausen   | 605-882-6314<br>heidi.clausen@k12.sd.us             | * |
| Fort Bend County           | Taral Patel     | 281-341-8608<br>taral.patel@fortbendcountytexas.gov |   |
| Marshall County            | Roger Haugtvedt | 218-745-4951<br>rodger.haugtvedt@co.marshall.mn.us  |   |

**Table 5: Top Five Government or Education Customers**

**Line Item 24.** Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

| Entity Name                                  | Entity Type * | State / Province *             | Scope of Work *  | Size of Transactions *      | Dollar Volume Past Three Years * |   |
|--|---------------|--------------------------------|--|-----------------------------|----------------------------------|---|
| Western Regional Integrated Health Authority | Government    | NL - Newfoundland and Labrador | P3, service, controls  | \$322.00 – \$109,274,268.00 | \$109.3M                         | * |
| Corvias Group - Public Housing               | Government    | Florida - FL                   | Work for this entity took place in multiple states.<br>Performance Contracting infrastructure improvements | \$61,531 – \$43,968,914     | \$97M                            | * |
| CUNY - The City University of New York       | Education     | New York - NY                  | Service, Chiller plant upgrade, hot water BMS extension, security cameras, various infrastructure upgrades | \$5,620 – \$24,724,109      | \$35.9M                          | * |
| City of Toledo                               | Government    | Ohio - OH                      | Performance Contract, various HVAC upgrades, automated meters, controls, service                           | \$334 - \$75,390,135        | \$75.9M                          | * |
| School District of Philadelphia              | Education     | Pennsylvania - PA              | Performance Contract, fire alarm, controls, various mechanical HVAC equipment upgrades                     | \$3,986 - \$24,000,000      | \$64.4M                          | * |

**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

| Line Item | Question   | Response *  |
|-----------|--|---|
| 25        | Sales force.   | Johnson Controls has 1740 sales personnel in North America working out of more than 160 branch offices. Our sales professionals are full-time employees. Most of the North American employees are full time with less than 1.5% being temporary or part-time.   |
| 26        | Dealer network or other distribution methods.  | Johnson Controls, Inc. does utilize a minimal amount of Agents at strategic locations throughout the USA. These Agents will be required to work through a local branch when using the Sourcewell contract to ensure pricing integrity and contract compliance. For those dealers that eventually want to sell direct, they will be required to go through a training program and a contract modification will be submitted to add them as an approved Dealer/Agent.   |
| 27        | Service force.   | As mentioned previously, we understand the importance of having a local presence in the communities we serve. This is why we have over 4,800 front-line service providers nationwide in over 160 branch locations. These service providers are direct employees of Johnson Controls.  |
| 28        | Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.  | <p>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. In most North American locations, we have the capability to answer emergency calls within two hours of the original call if required by the customer. Once issues are logged via our 24-hour emergency number, a record of the emergency is made for tracking purposes, and a service team member or members will be dispatched to the site of the issue.</p> <p>We also provide next-day service for routine service calls. We guarantee to answer emergency calls within 24 hours of your call and have technicians available 24-hours a day, seven days a week.</p> <p>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.</p> <p>Some very remote locations may be more than 2-hours away from a service branch. In those cases, we may install additional technology to enable us to detect, analyze, and possibly remedy problems remotely. Another option is establishing a connection to our Remote Operations Center who can then detect, report, and fix problems as they occur. In some cases, we have subcontracted with a local firm that can provide service within the 2-hour window.</p> <p>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 systems, 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 the community of a local service provider.</p> <p>The Johnson Controls E-Service tool provides a customer portal where Sourcewell members can access information related to their building(s) and service jobs, including details about service history, service requests, agreements, and invoices. From the main portal page, they can also review news articles and connect directly to various offerings.</p> <p>Our service branches are certified to service a wide range of facility infrastructures including the following:</p> <ul style="list-style-type: none"> <li>Building automation control systems</li> <li>Chiller and refrigeration equipment</li> <li>Boilers and associated heating systems</li> <li>Air handling equipment and large fans</li> <li>Hydronic equipment including pumps and cooling towers</li> <li>Pneumatic air systems (control and process)</li> <li>Fire alarm systems</li> <li>Security and card access control systems</li> <li>Low and high voltage electrical systems</li> <li>Packaged rooftop units and unitary heat/cooling equipment</li> </ul> <p>Maintenance</p> <p>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 a 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.</p> <p>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 is equally important in a successful strategy.</p> <p>Reactive Maintenance<br/>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>Predictive Maintenance<br/>Checking the condition of the equipment as it operates. Equipment conditions, rather than time intervals, determine the need for service.</p> <p>Preventative Maintenance<br/>Scheduling maintenance at specific times offers the first line of defense against failure.</p> <p>Proactive Maintenance<br/>Addresses root causes identified by predictive methods. It isolates and corrects the sources of failure altogether.</p> |
| 29        | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.   | Johnson Controls will support all geographic areas and market sectors of the United States through the proposed contract. We will be offering and promoting an awarded contract to all Sourcewell member segments and verticals through the proposed contract.  |
| 30        | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.  | Johnson Controls frequently provides products and services to customers in Canada, and will gladly support Sourcewell Canadian members. We have successfully managed, engineered, and implemented more than \$550 million in performance contract projects across Canada, which represents over \$600 million in guaranteed savings. We have 20 branch offices located throughout Canada, which enables us to provide HVAC systems and services to all provinces, Yukon Territory, the Northwest Territories, and Nunavut.  |
| 31        | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.   | Johnson Controls can service all geographic areas of the United States and all Sourcewell Member sectors. We have an international presence and an extensive presence in the United States and Canada. We provide HVAC systems and services to all markets and sectors and have entire teams dedicated to State Government, Higher Education, K-12 Schools and Districts, Local Government, Federal Government, Healthcare, and Public Housing.   |
| 32        | Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract? | Johnson Controls, Inc. can service all geographic areas in North America across all entity sectors with no limitations.   |
| 33        | Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.   | Johnson Controls operates offices located in HI, AK, and US Territories. There will not be any additional charges to service customers located within these areas unless they are more than our standard branch response area of 1 hours' travel from the nearest Johnson Controls office.  |

**Table 7: Marketing Plan**

| Line Item | Question   | Response *   |
|-----------|--|--|
| 34        | Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response. | <p>Our proposed Sourcewell marketing plan includes a coordinated effort between Johnson Controls and Sourcewell. We will continue to market the SOURCEWELL program both internally and externally via our corporate websites. Brochures will be dispensed in both hard copy and electronic format. Our team's Cooperative Program Manager, Mr. Tom Staves, will continue to oversee the program. Mr. Staves will be responsible for driving growth. He will be assisted by the following personnel who have also been supporting Sourcewell in the past. The following sales personnel will assist with the training, promotion, and direct sales to SOURCEWELL clients:</p> <p>Ms. Mary Beth Alexander - Business Development Mgr.<br/>                     Ms. Melanie LeClair - Business Development Mgr.<br/>                     Ms. Hayley Nitschke - Marketing</p> <p>The Sourcewell Logo will be added to tradeshow banners and promoted locally and nationally via numerous tradeshows our personnel attends throughout the year. We will continue to promote Sourcewell via our website. We will also distribute a form to clients. The form will be used to request additional information or schedule a meeting with a sales representative.</p>   |
| 35        | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.  | <p>We use a variety of electronic platforms to ensure contract awareness and to continually educate customers on life safety in general. Some current updates that are in process include; having a strong digital component to our advertising program that includes pay-per-click advertising. Online banner advertising, e-newsletters, links to JohnsonControls.com from key websites. We continue to make significant investments in redesigning our website and implementing marketing automation software that integrates with salesforce.com.</p> <ul style="list-style-type: none"> <li>• Update our existing customer database files for known Sourcewell members</li> <li>• Continuous refresh/updates to the Internet (as stated, there will be a dedicated page to Sourcewell)</li> <li>• Conduct Emailer campaigns</li> <li>• We have launched a very successful webinar series "Learn from the Leader" that takes on a new industry-related topic once per quarter. Free for all that attend.</li> <li>• All Sourcewell customers will have access to Service Channel. A dedicated secure portal where inspection reports, will be uploaded, service calls can be placed, and can even check on the time until the technician arrives.</li> <li>• Will promote via newsletter and corporate announcement</li> </ul> |
| 36        | In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?                                | <p>Johnson Controls entities have had tremendous success with our previous Sourcewell awards. As you see we have many of the same customers still with us under Sourcewell and have greatly expanded the program. We continue to make improvements and build upon past successes and learn from our experiences. Affiliated companies including Johnson Controls Security Solutions, Johnson Controls Canada LP, and Tyco Integrated Fire and Security have the benefit of working from procedures that have been established by Johnson Controls Fire Protection.</p> <p>Our team is driven to provide efficient public service through our national contract purchasing solutions and other related programs. We are only able to do this as we work together; to create a unified purchasing alliance that is valued by both Sourcewell Members and contracted suppliers.</p> <p>We understand our sales staff will be responsible for the majority of the marketing responsibilities for this contract. We are positioned to continue to work together to support a wide range of Sourcewell clients.</p>  |
| 37        | Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.            | <p>Most of our products are designed, developed, and integrated to meet specific customer needs. SSNA products and services are purchased primarily through our local branch network.</p>  |

**Table 8: Value-Added Attributes**

| Line Item | Question   | Response *   |
|-----------|--|--|
| 38        | Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply. | <p>By partnering with Johnson Controls, Sourcewell members will have the ability to customize training to meet their needs. Our programs can be comprehensive to increase the self-sufficiency of staff or more focused to develop competencies where needed. We design our training programs in conjunction with our service offerings to protect customer investments while maximizing the efficiency of their operations. Through continuous support and professional development, we align our services with their mission.</p> <p>To create a truly focused learning experience, we carefully customize our training programs to align with your goals and objectives. To help determine what training will be required for your staff, we will work with you through a series of brief interviews and simple tests with representatives from maintenance supervisors, maintenance staff, facilities engineering, and quality control. The program steps include the following:</p> <ul style="list-style-type: none"> <li>Define current maintenance and operating procedures</li> <li>Define required maintenance and operating procedures required for new equipment</li> <li>Review training options with plant engineering and maintenance</li> <li>Determine and organize training programs, based on need and skill level, for functional groups within the facility (supervisors, maintenance staff, custodial, etc.)</li> <li>Perform training with each group using a mix of theory, hands-on practice, and maintenance manual application</li> <li>Record each session for future use by staff</li> <li>On a regular basis, repeat and redesign new needs and re-establish competency on old ones</li> </ul> <p>Johnson Controls Institute<br/>                     Professional instructors with industry experience, state-of-the-art equipment, and hands-on lab activities are hallmarks of the Johnson Controls Training Institute experience. The Institute has been widely regarded as one of the best educational sources in the building environments industry since its establishment in 1947. Each year, more than 4,000 clients and employees attend courses at our institute.</p> <p>Training is available on-site or at one of our many training centers across the U.S. On-site training features hands-on training on your own equipment. For a listing of courses, please visit our website at <a href="http://www.johnsoncontrols.com">www.johnsoncontrols.com</a>.</p> <p>Packaged Training Programs<br/>                     We realize that off-site classroom instruction is not always practical. For that reason, the Institute produces several packaged training programs to assist our clients. Convenient and effective in-house training is possible through a variety of instructional videotapes, sound/slide, and computer-based training programs produced by the Institute.</p> <p>The computer-based training programs use the power and flexibility of the computer to deliver an interactive learning experience. Interacting one-on-one with the computer, the student can gain a better working knowledge of HVAC systems, energy management concepts, and facilities management system operation. The student can review each modular lesson after the initial learning experience to refresh skills as needed.</p> <p>Branch and On-Site Instruction<br/>                     Because branch training can provide a more convenient and cost-effective alternative to our standard Institute locations, we have converted many of our more popular courses to branch training programs. We can also conduct select courses using remote seminars that allow group training of the client's facilities, systems, and equipment. On-staff Johnson Controls Institute instructors teach the remote seminars at client sites, our offices, or another convenient location depending on the needs of the client group. We use portable equipment simulators that enable employees to practice without jeopardizing building operations.</p> <p>Another option for on-site instruction is on-the-job training, which allows our engineers, technicians, and mechanics to provide instruction at your facilities. This training is excellent for practical and productive learning. Materials include course handbooks, on-site laboratory sessions, and examinations. Typical topics include energy management, HVAC systems maintenance, and facility management system operation. Finally, phone support and technical assistance are always available over the phone or during our normal client service visits.</p> |



|    |   |  |
|----|---|--|
| 39 | Describe any technological advances that your proposed products or services offer.  | <p>Our latest technology deployment is OpenBlue, which is further described in Question 70. It is a complete suite of connected solutions that deliver impactful sustainability, new occupant experiences, and respectful safety and security that combines our 135 years of building expertise with cutting-edge technology. OpenBlue features a suite of tailored, AI-powered service solutions such as remote diagnostics, predictive maintenance, compliance monitoring, advanced risk assessments, and more.</p> <p>One of our more powerful and popular technological advances is our Connected Services. All microprocessor-based York chillers can be connected to our Remote Operations Center and monitored 24/7. This information will better prepare our chiller technicians during their service visits and alert them during abnormal operating conditions. Our team will truly be connected to your member's operations resulting in improved performance.</p> <p>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.</p> <p>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.</p> <p>This application also allows our customers to sign off on completed work, which is immediately available for viewing on the Customer Portal. This tool also gives our technicians access to the internet for updated information on third-party equipment and Johnson Controls compiled database on third-party equipment.</p>   |
| 40 | Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.   | <p>At Johnson Controls, we've been dedicated to protecting the environment since our invention of the electric thermostat in 1885, which provided a fundamental shift in the energy efficiency of buildings. Now, all over the world, our products and services empower customers and communities to consume less energy and conserve resources.</p> <p><b>Our Objectives</b><br/>Sustainability is an integral part of our vision and values. Our environmental efforts are conducted with the following objectives in mind:</p> <ul style="list-style-type: none"> <li>• Supporting our company's growth and exceeding our customers' increasing expectations for more sustainable products and services.</li> <li>• Fostering a culture of sustainability that engages and attracts people who want to make a difference.</li> <li>• Improving our operational efficiency, including lowering costs and reducing the environmental footprint of our operations and supply chain.</li> <li>• Expanding engagement with our stakeholders on environmental issues, including leading in global partnerships that increase the scale of our sustainability impact.</li> <li>• Demonstrating our commitment from the top, including the continued integration of sustainability into company goals and decision-making.</li> </ul> <p><b>Our Accomplishments</b><br/>Across our organization, we seek to continuously improve in our environmental work. We're proud and fortunate to have been included in more than 40 prestigious sustainability indexes in recent years.</p> <p>2020 World's Most Ethical Company. Our 13th year in a row to be so recognized—a record only 7 companies worldwide have ever achieved.</p> <p>100 Best Corporate Citizens, 2020. We achieved the rank of #3 in our category and #18 overall among the 100 Best Corporate Citizens for 2020, for environmental, social, and governance (ESG) transparency and performance. We were up against 1000 of the biggest companies in the US to achieve this ranking.</p> <p>MSCI AAA Status. This is Morgan Stanley's sustainability index. Only 5% of companies achieve AAA.</p> <p>S&amp;P 500 ESG Index. Even at a time when companies like Walmart, Twitter, and Honeywell were dropped from the S&amp;P index, we maintained our spot. We are included in the Dow Jones Sustainability Index as well.</p> <p>Here are just some of the reasons why we've received this recognition:</p> <ul style="list-style-type: none"> <li>• From 2002 through 2017, we are proud to have reduced our energy intensity by 47 percent and our greenhouse gas intensity by 41 percent.</li> <li>• Our efforts align with the United Nations Sustainable Development Goals, a universal call to action to end poverty, protect the planet and ensure that all people enjoy peace and prosperity.</li> <li>• We always strive to do more, which is why in 2017 we adopted a new 2025 Sustainability Strategy. 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 are committing to new, ambitious 2025 goals related to greenhouse gas emissions, energy, water, waste, safety, and diversity from a 2017 baseline.</li> </ul> |
| 41 | Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors. | <p>We are unaware of the Certification of independent products, however, Johnson Controls uses third-party software Process Map for our Environmental, Health, and Safety Information System (EHSIS) to track environment, health, and safety data from facilities worldwide. Data are reviewed routinely by qualified personnel, including the regular use of an internal audit process to check not only data in the system but also site-level checks of original records and other aspects. At times, we engage assistance from third-party environmental, health and safety, and ISO consultants for site-specific audits. This includes using, for some sites, certified registrars to validate and certify our operations to various quality, environmental, six sigma, and safety standards, e.g., ISO 9000, ISO 14001, OHSAS 18001. Additionally, filings with environmental, health and safety, and other regulatory agencies are routinely checked internally and by the applicable regulatory agency.</p>  |
| 42 | Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.    | <p>Johnson Controls is a leader in supplier diversity. Since 1993, we have spent more than \$22 billion with certified women- and minority-owned suppliers. Globally, we have included more than 300 diverse and historically underutilized companies into more than 30 product and service procurement categories to support our customer solutions.</p> <p>Johnson Controls' supplier diversity program is successful because of accountability, training, and supplier diversity processes that extend into our customer and supplier networks.</p> <p>Supplier diversity is approached as a discipline that is not confined to one department, geography, or an elite group of star performers. All of the operational, commercial, and advanced supplier diversity activities are tied together with standardized processes company-wide.</p>   |

|    |   |   |
|----|---|---|
| 43 | <p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p> | <p>Sourcewell members can ensure their project produces significant energy savings and the highest return on investment by selecting a company with extensive HVAC System and Service experience and a nationwide branch network that ensures expert local service in every market in North America.</p> <p>Unparalleled Experience</p> <p>By selecting Johnson Controls, Inc. (Johnson Controls), Sourcewell members will engage an industry leader that has implemented over 3,000 ESPC projects over the past 30+ years and helped pioneer the ESPC industry in the 1980s. We are the national leader in HVAC Systems and services with a greater market share and more experience than any of our competitors. We currently hold over \$6 billion in performance-based guarantees through approximately 615 projects across North America.</p> <p>This experience ensures that Sourcewell members can realize a high-performance project that is designed, implemented, commissioned, and serviced by reliable experts that have successfully installed and service HVAC systems for other K- 12, higher-education, state, and local government bodies.</p> <p>We offer our customers the reliability and financial stability of a Fortune 100 company. Our sales for the fiscal year 2015 totaled \$37.2 billion. Our financial muscle is balanced by a strong code of ethics. For the tenth year in a row, Johnson Controls has been named one of the "World's Most Ethical Companies" by the Ethisphere Institute. Corporate Responsibility Magazine has also recognized Johnson Controls as the #14 company in its annual "100 Best Corporate Citizens" list.</p> <p>Our long history and proven capabilities illustrate that we can perform all phases of any project and provide Sourcewell member entities with the best value through equipment upgrades, equipment maintenance, and service, training, or any combination of service that you require.</p> <p>We Are Where You Are</p> <p>Our field service branch network of 4,500 front-line service providers in over 160 branch locations shows that although Johnson Controls has a large national and international footprint, we understand the importance of having a local presence in the communities we serve.</p> <p>Our extensive branch network is 100% company-owned and operated, which enables us to share resources, expertise, innovations, and corporate values throughout the entire branch network. This enables all of our branch employees to benefit from the experience and lessons learned on projects we perform across the nation and around the world. No other Energy Services Company (ESCO) has a similar network.</p> <p>By investing in local branch locations, we enable local decision-making authority that makes it easier to respond to the needs of customers in a timely manner. Our investment also helps support the communities where we live and work.</p> <p>Flexibility and Consistency</p> <p>Sourcewell members can benefit from our established and uniform development and implementation approaches that provide a consistent level of service and expedited delivery. We will apply the same management approach at a small-town school district, as we will for a world-renowned University or large state customer with highly dispersed facilities. This ensures that each project meets our standards of quality, safety, and maximum return on investment for our customers.</p> <p>With a large number of resources available to our teams, we are able to provide projects with additional staff to meet aggressive deadlines. Additionally, our ability to streamline the development, procurement, and implementation processes ensure faster upgrades of facilities so our customers will realize savings sooner.</p> <p>Safety</p> <p>At Johnson Controls, we realize safety is just as important to you as it is to us. From onsite field employees to corporate offices, safety is built into all the services we provide.</p> <p>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.</p> <p>Commitment to Diversity</p> <p>For any project we undertake, we endeavor to maximize participation from minority-owned and Historically Underutilized Businesses (HUBs). This is an increasingly important goal for many of our customers and benefits Johnson Controls by expanding our pool of available talent in each marketplace.</p> <p>We have more than 700 diverse suppliers representing more than 50 product and service categories. Approximately 7% of Johnson Controls' outside purchases are made with diverse suppliers and contractors with minority purchases making up approximately 80% of the spend. The remaining external purchases are from women-owned firms and firms designated by government agencies as small or disadvantaged businesses.</p> <p>Because of these efforts, Johnson Controls has joined the elite Billion Dollar Roundtable, an organization comprised of only 24 U.S. corporations that spend more than \$1 billion annually with minority- and women-owned businesses.</p> <p>Commitment to Sustainability</p> <p>Sustainability is a cornerstone of our business. We create sustainable solutions through all of our workstreams and practice what we preach as a corporation. Our corporate headquarters campus in Glendale, Wisconsin represents the largest concentration of LEED Platinum buildings with four awarded buildings in one site.</p> <p>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 2015 Sustainability Report is available for you to view online at:</p> <p><a href="http://www.johnsoncontrols.com/corporate-sustainability/reporting-and-policies/business-and-sustainability-report/environmental-leadership">http://www.johnsoncontrols.com/corporate-sustainability/reporting-and-policies/business-and-sustainability-report/environmental-leadership</a></p> |
|----|---|---|



**Table 9A: Warranty**

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

| Line Item | Question  | Response *   |
|-----------|---|--|
| 44        | Do your warranties cover all products, parts, and labor?  | Our warranty structure is set forth to protect our clients against faulty products installed by or workmanship completed by our personnel. Our warranties cover all products, parts, and labor associated with the Johnson Controls installed or serviced system.  |
| 45        | Do your warranties impose usage restrictions or other limitations that adversely affect coverage?   | There are no usage limitations in our warranty system for Johnson Controls installed or serviced systems.  |
| 46        | Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?   | Technician travel time and mileage to perform warranty repairs are covered under our warranty program.   |
| 47        | Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair? | Due to the presence of our company-owned district offices throughout North America, we are not aware of any geographic region where we cannot provide warranty repair services.  |
| 48        | Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?  | As indicated above, our policy states we will warranty a system installed by our technicians for a period of 1 year from the date of the customer's beneficial use. Service parts carry a 90-day warranty from the date of installation by a qualified technician. Different manufacturers may offer their own equipment warranties that cover the replacement cost of specific system components  |
| 49        | What are your proposed exchange and return programs and policies?   | According to the specific terms of each client's agreement, we can exchange a faulty piece of equipment or system component under warranty for its current equivalent. Equipment that cannot be repaired, or that is part of a legacy system no longer supported, will be replaced at the client's request.  |
| 50        | Describe any service contract options for the items included in your proposal.  | <p><b>Maintenance</b><br/>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 a 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.</p> <p>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 is equally important in a successful strategy.</p> <p><b>Reactive Maintenance</b><br/>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><b>Predictive Maintenance</b><br/>Checking the condition of the equipment as it operates. Equipment conditions, rather than time intervals, determine the need for service.</p> <p><b>Preventative Maintenance</b><br/>Scheduling maintenance at specific times offers the first line of defense against failure.</p> <p><b>Proactive Maintenance</b><br/>Addresses root causes identified by predictive methods. It isolates and corrects the sources of failure altogether.</p> |

**Table 9B: Performance Standards or Guarantees**

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

| Line Item | Question   | Response *  |
|-----------|--|---|
| 51        | Describe any performance standards or guarantees that apply to your services                             | <p>Johnson Controls utilizes a total quality management approach across Canada and throughout North America. Johnson Controls develops a clear picture of our customer's definition of quality service, from that we generate a defined set of objectives that form the basis of our performance standard.</p> <p>This method will ensure that Johnson Controls clearly understands and proactively participates in exceeding all of a customer's goals, and in our ability in achieving your expectations for customer satisfaction.</p> <p>Johnson Controls team and individual performance goals are set to a level exceeding the customer's acceptable performance standard. Performance evaluations are based on the team's success in achieving overall project goals; thus, teams are motivated to apply persistent, dedicated, and focused effort to overachieve their goals.</p> <p>Our Performance Infrastructure team provides guarantees for our Performance Contracting projects.</p> <p>For a Performance Contract, Johnson Controls guarantees the savings amount in the contract.</p> <ul style="list-style-type: none"> <li>- We begin monitoring the savings performance at the onset of the construction period and continue throughout the guarantee period. At the same time, we suggest and implement operational enhancements to fine-tune the overall performance.</li> <li>- We monitor savings during the year, produce scheduled reports that describe the results and reconcile the guarantee at the end of each year (or as dictated by the M&amp;V plan).</li> <li>- If the dollar savings are equal to or greater than the guarantee amount, customers receive all of the excess benefits. If there is a shortfall, Johnson Controls will pay the difference between the actual and the guaranteed amount in the form of a check or as additional equipment and services.</li> <li>- We repeat the annual tracking and reconciliation process each year throughout the term of the agreement.</li> </ul> |
| 52        | Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.) | A schedule of values is provided with each proposal that provides details of the service or product being provided, outlines timelines, billing, and responsible parties. There are standard communication and response time protocols that will be outlined at the task-order level.   |

**Table 10: Payment Terms and Financing Options**

| Line Item | Question  | Response *   |
|-----------|---|--|
| 53        | Describe your payment terms and accepted payment methods?   | Payment terms are NPR 30 for all invoices. For contracting sales, a schedule of values will be outlined regarding payment intervals throughout the installation process including after-warranty PSA.  |
| 54        | Describe any leasing or financing options available for use by educational or governmental entities.  | It is the intent of Johnson Controls to utilize Sourcewell Approved Leasing Vendor NCL for potential financing of our Sourcewell opportunities.<br>Our organization offers various financial solutions in an effort to remain focused on the financing needs of its customers. Program offerings include:<br>Direct Purchase<br>Fair Market Value (FMV) Purchase Option<br>10% Purchase Option   |
| 55        | Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders. | Systems and Services North America has a wholly-owned branch network that provides proposals directly to customers for requested product or service purchases. Each proposal procured through the Sourcewell contract will be marked in Salesforce as a Sourcewell Cooperative and will have the Sourcewell contract number and will be logged. Additionally, services are quoted and tracked using the Sourcewell "buying group" Upon customer award and invoiced, these sales will be reported to Sourcewell quarterly |
| 56        | Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.  | Johnson Controls will utilize standard commercial quoting tools when quoting Sourcewell opportunities. The primary systemic tools utilized to build proposals are Selection Navigator, Yorkworks, and NxGen when quoting services. Standard JCI commercial terms are incorporated into these proposals.  |
| 57        | Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?  | We do accept P-card procurement and payment, and we do not pass on any fees to the customer.   |

**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

| Line Item | Question  | Response *   |
|-----------|---|--|
| 58        | Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.                              | This agreement will apply to all Johnson Controls Systems and Services North America (SSNA) branches across the United States. Johnson Controls strives to be a company that is easy to do business with. Therefore, our approach for this opportunity is to keep our pricing model simple, easy to use, and transparent.<br><br>Labor Rates<br>For labor rates, each branch location has published street labor rates that are competitive in their local markets. We will be using the approach discounting 10% off of our local branch published street rates (benchmark: Our labor pricing approach is the same approach utilized by Johnson Controls for GSA Schedule 84, which can be used by most state and local government entities). Local labor rates change annually.<br><br>Equipment, Controls, and Solutions<br>For equipment, controls, fire / Security alarm, and parts manufactured by Johnson Controls, our approach is to discount off of our North American List Price (NALP) or List Price depending upon the pricing tool being utilized.<br>For outside purchased HVAC equipment, controls, fire, security, technology equipment, and miscellaneous components, our approach is to mark up over our cost.<br>HVAC Specialty Air Quality Products are custom built, so pricing will vary<br>For miscellaneous 3rd party parts, mechanical subcontracts, electrical subcontracts, piping subcontracts, insulation subcontracts, job services such as cranes, facilities assessments, job specific tools, management & engineering services and surveys, our approach is to mark up over our cost as verified by 3rd party invoice to Johnson Controls. |
| 59        | Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.  | Discounts vary based on equipment and labor. Maximum equipment discounts are 55%.  |
| 60        | Describe any quantity or volume discounts or rebate programs that you offer.  | Volume discounts will be considered on a project-by-project basis. Most SSNA solutions are customized for each facility and do not qualify for volume discounts.   |
| 61        | Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.  | We supply these items at cost + 30%.   |
| 62        | Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer. | Proficiency and Risk (PR) Fee:<br><br>Due to unforeseen conditions and/or circumstances on all proposals Johnson Controls includes PR assessments. The PR fee averages 5%, of the total sell price depending on the risk it could be as high as 10% or as low as 2%.<br><br>In our existing Sourcewell Contract 030817-JHN, this PR Fee has consistently been included in our proposals under miscellaneous as it is part of our systemic pricing tools. Johnson Controls wants to provide customers with complete transparency of our pricing.  |
| 63        | If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.  | Shipping costs are included, as is disposal.   |
| 64        | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.   | Shipping costs are included in the price.  |
| 65        | Describe any unique distribution and/or delivery methods or options offered in your proposal.   | We strive to achieve just-in-time delivery to avoid storage costs and costs associated with damage that can occur when equipment and parts are stored on-site or in a facility for any length of time. Additionally, we do not enforce your warranty until we reach substantial completion. This helps save our customers a little money by not starting the warranty period too early when the system is not yet in use.  |

**Table 12: Pricing Offered**

| Line Item | The Pricing Offered in this Proposal is: *  | Comments   |
|-----------|---|--|
| 66        | b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments. | Pricing methodology is similar to that of past award. Both B and C apply to our response. Depending upon the opportunity discounts are equal to or better than we offer to GPO's and other cooperatives. It is Johnson Controls policy to standardize pricing across Cooperatives and GPO agreements and enable the branch offices to negotiate the additional discounts on an opportunity by opportunity basis. |

**Table 13: Audit and Administrative Fee**

| Line Item | Question   | Response *  |
|-----------|--|---|
| 67        | Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.                                | Pricing calculations under the Sourcewell contract will leverage estimating tools with defined pricing discounts for Sourcewell members. This pricing methodology makes it easy for our field organization and customers to understand pricing practices. Pricing transparency is provided to the customer with each Sourcewell proposal including reference to the Sourcewell contract. Pricing for large sales often has multiple reviews (sales, sales management, and cooperative program office). Small transactional sales are sample reviewed by the cooperative program office. If a pricing discrepancy would be identified all sales by that sales rep through the Sourcewell contract would be self-audited. The sales reporting and administrative fee remittance function are independent of the field sales organization. Fee processing is completed by a centralized GPO and cooperative processing team. This process will help to eliminate issues relating to unreported sales or missing fees under the Sourcewell contract. The centralized team utilizes data contained with our Customer Relationship Management system, booking system, and cooperative proposal log to help ensure completeness in sales reporting and fee submission. |
| 68        | If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.  | Johnson Controls has established KPI's for evaluating the performance of our Cooperative Program. These internal metrics are comprised of data from both sales and finance. For example, one key metric that we utilize is the number of sales representatives that have an active Sourcewell proposal in the Sales Force pipeline  |
| 69        | Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.) | Johnson Controls proposes a 1% administrative fee. On significant opportunities, we would like to leave open our ability to further negotiate a reduction on a case-by-case basis.  |

**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

| Line Item | Question  | Response *  |
|-----------|---|---|
| 70        | Provide a detailed description of the equipment, products, and services that you are offering in your proposal. | <p>Due to character limitation on the Bid Portal, please see the "Table 14A – Depth and Breadth of Offer Equipment Products and Services" document for complete details.</p> <p>Although we have the unique capacity to self-perform most work, we also have the contract management expertise to know when it is appropriate to outsource some functions. Please see our "Subcontracting Scope of Work" document uploaded as an attachment to this response.</p> <p>HVAC System Design, Installation, and Service<br/>                     HVAC Systems:<br/>                     - Standard Air Handling Units (AHUs), Customer AHUs, AMI Modular AHUs<br/>                     - Inefficient air handling unit replacement<br/>                     - HVAC system redesign<br/>                     - Variable frequency drives<br/>                     - Heat recovery systems<br/>                     - Low leakage air dampers<br/>                     - Variable air volume systems<br/>                     - Inlet vanes for centrifugal fan<br/>                     - Demand control ventilation<br/>                     - Exhaust fans<br/>                     - Fan coil units<br/>                     - Motor replacement<br/>                     - Unit heaters/ventilators<br/>                     - Computer room unit optimization<br/>                     - Four-pipe system to two-pipe system<br/>                     - Variable volume system upgrades<br/>                     - System recommissioning<br/>                     - Duct Free Mini Split Systems<br/>                     - Invertors<br/>                     - Pumps<br/>                     - Indoor Air Quality Products and Devices: Active polarization, non-ionizing, electronic air cleaning systems intended to replace passive filtration<br/>                     - Rooftop units<br/>                     - Heat pumps<br/>                     - PTACs<br/>                     - Water source heat pumps<br/>                     - Air Terminal Devices and Heating Products<br/>                     - Lighting systems-disinfectant lighting (UVC light tech) for air handlers</p> <p>Cooling Systems:<br/>                     - Scroll, Rotary, Centrifugal, Reciprocating, Air-Cooled Chillers, Water-Cooled Chillers, Condensing Units, and Absorption Chillers<br/>                     - Chiller replacements<br/>                     - Gas fire centrifugal chillers<br/>                     - Low load chiller<br/>                     - CFC containment conversions<br/>                     - Tower free cooling<br/>                     - Commercial refrigeration</p> |

- Cooling tower upgrade
- Two speed fan motors
- Variable pitch blade cooling tower fan
- Thermal energy storage systems
- Reclaim A.C. heat rejection
- Variable flow system upgrade
- Air-Cooled Variable Refrigerant Flow Systems
- Chilled water temperature reset
- Humidity control
- Absorption chiller
- Gas-fired chiller
- Condenser auto-cleaning
- Conversion to primary secondary, including VSD on pumps
- Cooling towers De-centralization/centralization
- Free cooling

Energy Management and Control Systems:

- In-room control systems
- Direct digital controls
- Pneumatic control conversion
- Manual valves to automatic valves
- Air compressors
- Lab fume hood control
- Multi-system integration
- Load shedding
- Demand management
- Staging / lead-lag
- Optimum start / stop

Heating Systems:

- Heating system redesign and optimization
- Boiler replacement
- Electric to gas fired boiler
- High efficient modular boilers
- Low load boiler
- Burner replacement
- Dual fuel burners
- Oil atomizing burners
- Boiler stack heat reclaim
- Perimeter radiation
- High efficient domestic water heaters
- Gas line turbulators
- Temperature reset control
- Electric heating to gas
- Piping insulation
- Boiler stack reclaim
- Boiler system de-centralization
- Aerator replacement with O2 scavenger
- Automated water treatment
- Condensate recovery

Performance Contracting

- Energy Conservation Measures
- Investment Grade Audits
- Infrastructure Upgrades

OpenBlue

Building Systems

- Building Management System
- Access Control System
- Lighting
- HVAC
- Floor plans

Integrated Workplace Management Systems

- Meeting rooms (size, location, amenities)
- Desk (reservable, status)
- Assets (type and location)
- Other spaces
- Frictionless Access Control
- Facial Recognition
- Skin temperature scanning solution
- Facemask detection
- Thermal imaging, UV sanitizing gates, contact tracing, touchless visitor management

Enterprise IT Systems

- HR & IT System
- Active Directory
- Microsoft Exchange
- CMMS

Third Party Offerings

- Sensors
- Space Scheduler
- Mobile Access
- Parking management
- Travel options (bus, train, car)
- Weather, traffic, stock prices

OpenBlue Healthy Buildings

- OpenBlue Dynamic Spaces
- Face Mask Detection
- Social Distance Monitoring and Contact Tracing
- Intelligent Frictionless Access Control

OpenBlue Companion

- OpenBlue Clean Air
- OpenBlue Location Manager
- OpenBlue Enterprise Management
- OpenBlue Digital Twin
- OpenBlue Secure
- OpenBlue Tailored Services Suite

Smart City Programs

- Traffic analysis
  - Security Cameras
  - Proximity Sensors
  - Pedestrian Counters
  - Digital signage and speakers
  - Gunshot detection
- Utility Meters
- Water Meters
  - Electric Meters
  - Utility billing analysis
  - Utility rate improvements
  - Meter consolidation
  - Electric power factor correction
  - Automatic Meter Reading (AMR)
  - Advanced Metering Infrastructure (AMI) technology – Full scale implementation
  - Meter accuracy improvements
  - Meter typing & sizing upgrades
  - Automatic leak detection system
  - Customer web portal
  - SCADA upgrades
- Distribution Systems and Cogeneration Plants
- Central Utility Plants
  - Cogeneration/CHP Systems
  - Central cooling plant
- Lighting Systems
- Lighting Products: Intelligent lighting, connected lighting, streetlighting, intelligent street lighting, decorative lighting, human-centric lighting, specialty lighting, safety lighting, disinfectant lighting, and commercial lighting.
  - Interior Lighting:
    - o Linear Fluorescent Upgrades: New LED fixtures, LED retrofit kits, LED tubes
    - o CFL/INC/HID Upgrades: New LED fixtures, LED retrofit kits, LED re-lamps
    - o High Bay Fixtures: New LED fixtures
  - Exterior Lighting:
    - o Building Mounted: Wall packs, floods, canopy
    - o Pole Mounted: Area and street lights, Post top decorative, High mast, Parking garages
  - Lighting Controls:
    - o Room based controls: occupancy sensors, Photocell sensors
    - o Stand-alone Networked controls
    - o Integrated Networked controls with BAS
    - o Smart City controls
  - Human-Centric Lighting (HCL): HCL systems combine intelligent lighting control with LED lamps and fixtures that have the ability to change their color temperature and intensity. Light varies during the day according to the natural lighting cycle:
    - o Low light levels and low CCTs (Correlated Colour Temperature) in the early morning
    - o High light levels and high CCTs at midday (up to 10,000 K)
    - o Low light levels and low CCTs during evening
    - o Extremely low light levels and a medium CCT under moonlight
  - Smart Building-Wide Lighting Control
  - Building Automation System Integration
  - Business Optimization
- Building Envelope Systems
- Window glazing
  - Tinted window film
  - Energy efficient windows
  - Window and door weather stripping and caulking
  - Revolving doors
  - Air curtains
  - Automatic door closers
  - Roofing
  - Insulate walls, roof, floor, soffit
  - Caulk pipe penetrations
  - Seal ceiling to roof gap
  - Solar radiation reduction
  - Reflective coating to roof
  - Weatherproofing
- Water and Sewage Systems
- Water Conservation
- Retrofit flush valves, showerheads, faucets, toilets
  - Automated water systems
  - Cooling tower retrofits
  - Ice machine upgrades
  - High efficiency domestic water heaters
  - Waste heat recovery
- Water Supply/Treatment/Distribution
- Raw water pumping
  - High service pumps
  - Backwash water pumps (filtration plants)
  - Water control systems
  - Plumbing systems
  - Irrigation systems
  - Domestic water
  - Rain water harvesting
- Wastewater Collection and Treatment
- Wastewater lift pumps
  - Aeration system improvements (diffusers, controls, blowers)
  - Digester gas to energy projects
  - Digester improvements
- Flood Control
- Flood control systems
  - Flood monitoring systems
  - Integrated traffic control and monitoring systems
- Renewable Energy Systems
- Solar photovoltaic
  - Wind turbines

- Geothermal heat pumps
- Microgrid
- Energy storage
- Solar daylighting
- Biomass plants
- Solar thermal pool heating
- Solar thermal domestic water heating
- Solar transpired walls
  
- Distributed Energy Storage
- Battery Power Stationary Storage
- Energy Storage System - In-Building
- Modular Container Distributed Energy Storage System
- Thermal Energy Storage Systems
- Ice Storage
  
- Sewer Heat Recovery
- Waste Heat Recovery and Urban Biogas Utilization
  
- Microgrids
  
- Connected Technologies
- Audio-Visual
- Data Cabling
- LAN/WAN/Voice
- Distributed Antenna Systems
- Nurse Call Systems
- Security Systems
- HL7 Integrations
  
- Pool Systems/Environment and Recreational Spaces
- Additional Systems
- Loading dock air curtains
- Ceiling systems
- Electrical power systems
- Emergency generators
- Turbine generators
- Switch gear
- Elevator modernization
- Waste management
- Waste compactors
- Red bag waste
- Pool covers and pool heat recovery
- Air and water balance
- Power factor correction
- Fleet management
- Start-up and commissioning
- High efficiency water heating
- Instantaneous hot water heating and removal of large storage tanks
- Waste heat recovery for dryers and kitchens
- Conversion of electric kitchen equipment to gas
- Water savings measures for kitchen and laundry
- Ozonated laundry upgrades
- Kitchen equipment
- Dishwasher replacement
- Walk-in coolers optimization
- Exhaust system optimization
- Kitchen design
- Laundry systems
  
- Service and Maintenance
  
- Public Relations
  
- Security
- 24/7 remote monitoring
- Access control
- Advanced video surveillance
- Intrusion detection
  
- Fire, Life-Safety & Hazard Protection
- Fire alarm systems
- Fire sprinkler systems
- Fire suppression systems
- Mass notification systems
- Special hazard solutions
- Extinguishers
- Mass Notification
- Special Hazard
- Sprinkler
  
- Operational Intelligence & Loss Prevention
- Information management solutions
- Real-time location systems (RTLS) for asset management
- Video and traffic analytics

|    |  |  |
|----|--|--|
| 71 | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | <ul style="list-style-type: none"> <li>- Renewable Technologies</li> <li>- Indoor Air Quality</li> <li>- Lighting Systems</li> <li>- Energy Efficiency</li> <li>- Greenhouse Gas Reduction</li> <li>- Smart Building Technologies</li> <li>- Smart City Technologies</li> <li>- Artificial Intelligence</li> <li>- Security</li> <li>- Connected Technologies</li> <li>- Energy Storage</li> <li>- Microgrids</li> <li>- HVAC Equipment</li> <li>- Controls</li> <li>- Building Automation Systems</li> <li>- Energy Management Systems</li> <li>- Operational Intelligence and Asset Management</li> <li>- Fire alarm and suppression</li> <li>- Security</li> <li>- Extinguishers</li> <li>- Sprinkler</li> <li>- Mass Notification</li> <li>- Special Hazard</li> </ul> |
|----|--|--|

**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

| Line Item | Category or Type  | Offered *  | Comments  |
|-----------|---|--|---|
| 72        | HVAC, IAQ, and water heating or treatment infrastructure, equipment, components, products, parts, and related technology  | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | See attachment 14A - Depth and Breadth of Offer Equipment Products and Services |
| 73        | Sensors, controls, thermostats, gauges, and system automation or management products and technology   | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | See attachment 14A - Depth and Breadth of Offer Equipment Products and Services |
| 74        | Services related to the offering of the solutions described in Lines 72 and 73 of Table 14B above, including installation, maintenance, repair, refurbishment, replacement, system upgrades, emergency or short-term HVAC equipment rental, assessment, integration, training, support, and customization | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | See attachment 14A - Depth and Breadth of Offer Equipment Products and Services |

**Exceptions to Terms, Conditions, or Specifications Form**

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

**Documents**

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
  2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
  3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
  4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Sourcewell Pricing Table 07 01 21 Final Rev.docx - Wednesday June 30, 2021 14:58:28
  - [Financial Strength and Stability](#) - 2020-10-k-for-jci-site.pdf - Monday June 28, 2021 14:57:33 [Marketing Plan/Samples](#) - Marketing Doc.pdf - Tuesday June 29, 2021 09:58:10
  - [WMBE/MBE/SBE or Related Certificates](#) (optional)
  - [Warranty Information](#) - Project Warranty Letter.pdf - Monday June 28, 2021 16:09:35
  - [Standard Transaction Document Samples](#) - HS HP Upgrade and Service Sample Proposals.pdf - Monday June 28, 2021 15:40:04
  - [Upload Additional Document](#) - Table 2 Certification and Table 14A Additional Info.zip - Tuesday June 29, 2021 10:31:24

**Addenda, Terms and Conditions**

**PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcwell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcwell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcwell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcwell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jeremy Rainwater, VP & GM HVAC and Controls North America, Johnson Controls, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes  No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

| File Name   | I have reviewed the below addendum and attachments (if applicable) | Pages |
|---|--|-------|
| <b>Addendum_4_HVAC_Systems_Services_RFP_070121</b><br>Tue June 22 2021 04:10 PM | <input checked="" type="checkbox"/>                                | 1     |
| <b>Addendum_3_HVAC_Systems_Services_RFP_070121</b><br>Wed May 26 2021 04:55 PM  | <input checked="" type="checkbox"/>                                | 1     |
| <b>Addendum_2_HVAC_Systems_Services_RFP_070121</b><br>Tue May 18 2021 03:45 PM  | <input checked="" type="checkbox"/>                                | 1     |
| <b>Addendum_1_HVAC_Systems_Services_RFP_070121</b><br>Mon May 17 2021 01:50 PM  | <input checked="" type="checkbox"/>                                | 1     |



## **AGREEMENT**

THIS AGREEMENT IS MADE AND ENTERED INTO THIS 30<sup>th</sup> DAY OF September, 2022, by and between the Sacramento City Unified School District ("District") and Johnson Controls, Inc. or "JCI" ("Contractor") ("Agreement").

**WITNESSETH:** That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

- 1. The Work:** Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

**PROJECT: METASYS (HVAC CONTROL UPGRADE) AT SUCCESS ACADEMY**

It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents including, without limitation, the Drawings and Specifications and submission of all documents required to secure funding or by the Division of the State Architect for close-out of the Project, under the direction and supervision of, and subject to the approval of, the District or its authorized representative.

- 2. The Contract Documents:** The complete Contract consists of all Contract Documents as defined in the General Conditions, the JCI Rider to Installation Agreement dated June 15, 2022 ("Rider"), and the Memorandum of Understanding between JCI and the District dated February 28, 2022 ("MOU") all of which are incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
- 3. Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 18 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.
- 4. Time for Completion:** It is hereby understood and agreed that the work under this contract shall be completed within per the Project Schedule "HVAC Metasys Upgrades Inc 1 Phase 2 Various Schools" ("Contract Time") from the date specified in the District's Notice to Proceed.

**5. Completion-Extension of Time:** Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.

**6. Liquidated Damages:** Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of Five Hundred dollars (\$500) per day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work. It is hereby understood and agreed that this amount is not a penalty.

In the event that any portion of the liquidated damages is not paid to the District, the District may deduct that amount from any money due or that may become due the Contractor under this Agreement. The District's right to assess liquidated damages is as indicated herein and in the General Conditions.

The time during which the Contract is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the District may grant. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

**7. Loss Or Damage:** The District and its authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold the District and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.

**8. Insurance and Bonds:** Before commencing the Work, Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.

**9. Prosecution of Work:** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

**10. Authority of Architect, Project Inspector, and DSA:** Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), and the Division of the State Architect have authority to approve and/or stop Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the

California Code of Regulations, and all applicable laws. The Contractor shall be liable for any delay caused by its non-compliant Work.

- 11. Assignment of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
- 12. Classification of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type C-20 Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
- 13. Registration as Public Works Contractor:** The Contractor and all Subcontractors currently are registered as public works contractors with the Department of Industrial Relations, State of California, in accordance with Labor Code section 1771.4.
- 14. Payment of Prevailing Wages:** The Contractor and all Subcontractors shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code
- 15. Labor Compliance:** This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and Title 8 of the California Code of Regulations. Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of Division 2, Part 7, Chapter 1, of the Labor Code, including, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate electronic certified payroll records as required by the Contract Documents, or the District may not issue payment.
- 16. Contract Price:** In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

**Two Hundred Ninety Thousand Seven Hundred Seventy-Five and 09/100 Dollars  
(\$290,775.09)**

which sum is to be deducted from the V-Pac Credit [OR] applied toward the V-Pac Balance described in the MOU, according to the schedule provided by the Contractor and accepted by the District and subject to additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s).

- 17. Severability:** If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

**JOHNSON CONTROLS, INC.**

**SACRAMENTO CITY UNIFIED  
SCHOOL DISTRICT**

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

\_\_\_\_\_  
By: Rose Ramos

Title:

Title: Chief Business Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

NOTE: If the party executing this Contract is a corporation, a certified copy of the by-laws, or of the resolution of the Board of Directors, authorizing the officers of said corporation to execute the Contract and the bonds required thereby must be attached hereto.

END OF DOCUMENT



**Johnson Controls  
Rider to Installation Agreement**

This Rider is made as of **October 12, 2022** by and between **Johnson Controls, Inc.** ("Johnson Controls") and Sacramento City Unified School District ("Customer") and amends the Metasys (HVAC Control Upgrade) at Success Academy (the "Agreement"). This Rider is effective as of the date of last signature below. The provisions of this Rider supersede and replace any other agreement or agreements between Johnson Controls and Customer with respect to the subject matters covered by this Rider and constitutes the entire agreement of the parties on the subject matter hereof.

- 1. **Indemnity.** Section 14.2.1 of the General Conditions only, shall be replaced with the following: Johnson Controls agrees to indemnify Customer, its board members, officers, representatives, contractors, agents, and employees, in both individual and official capacities for all damages, losses and expenses with respect to any third-party claims, including those for personal injury, including death, or tangible property damage but only to the extent such damages, losses and expenses are caused by the negligent acts or willful misconduct of Johnson Controls in fulfilling its obligations under this agreement. In the event Johnson Controls is obligated to indemnify Customer as set forth above, Johnson Controls has the right but not the obligation to defend Customer against third-party claims. If Johnson Controls elects to undertake such defense, then Johnson Controls shall have exclusive control over the defense.
- 2. **Waiver of Consequential Damages.** **IN NO EVENT, WHETHER IN CONTRACT, TORT OR OTHERWISE (INCLUDING BREACH OF WARRANTY, NEGLIGENCE, PRODUCT LIABILITY AND STRICT LIABILITY IN TORT), WILL JOHNSON CONTROLS AND ITS AFFILIATES AND THEIR RESPECTIVE PERSONNEL, SUPPLIERS AND VENDORS BE LIABLE TO CUSTOMER (DIRECTLY OR INDIRECTLY) UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY ARISING FROM, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR ANY: (A) SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES (WITH LIQUIDATED DAMAGES NOT BEING WAIVED BY THIS PARAGRAPH); (B) LOST PROFITS, REVENUES, DATA, CUSTOMER OPPORTUNITIES, BUSINESS, ANTICIPATED SAVINGS, OR GOODWILL; (C) BUSINESS INTERRUPTION; OR (D) DATA LOSS OR OTHER LOSSES ARISING FROM VIRUSES, RANSOMWARE, CYBERATTACKS OR FAILURES OR INTERRUPTIONS TO NETWORK SYSTEMS.**
- 3. **Insurance.** Johnson Controls shall maintain insurance to cover its proportionate share of liability in amounts set forth below in full force and effect at all times until the (a) obligations under the Agreement have been completed or (b) the Agreement is cancelled or terminated, and shall provide a certificate evidencing such coverage promptly following a Customer's request.

| <u>COVERAGES</u>                             | <u>LIMITS OF LIABILITY</u>                          |
|--|---|
| Workmen's Compensation Insurance             | Statutory   |
| Commercial General Liability Insurance       | \$1,000,000 Per Occurrence<br>\$2,000,000 Aggregate |
| Comprehensive Automobile Liability Insurance | \$1,000,000 Combined Single Limit                   |

The above limits may be obtained through primary and excess policies and may be subject to self-insured retentions.

Any insurance protection afforded to the Customer under this policy will be limited to the terms of the certificate of insurance and/or endorsement and will not expand upon, alter, supplant, or supersede Johnson Controls' contractual obligations hereunder including any indemnification obligations. The amount payable under the policy will be the lesser of the amount required by the contract and the limits provided by the policy.

Customer shall maintain all insurance coverage that 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.

- 4. **Payment.** All undisputed amounts 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 disputed amounts are due and payable upon resolution. All other amounts remain due within thirty (30) days. Work performed on a time and material basis shall be at Johnson Controls' then-prevailing rate for material, labor, and related items, in effect at the time supplied under this Agreement. Johnson Controls shall invoice Customer for progress payments to 100% percent based upon equipment delivered or stored, and services performed. In the event project duration exceeds one month, Johnson Controls reserves the right to submit partial invoices for progress payments for work completed at the project site. Customer agrees to pay any progress invoices in accordance with the payment terms set forth herein. Customer's

failure to make payment when due is a material breach of this Agreement and will give Johnson Controls, without prejudice to any other right or remedy, the right to (a) stop performing any Services and/or withhold further deliveries of Equipment and other materials; terminate or suspend any unpaid software licenses; and/or terminate this Agreement; and (b) charge Customer interest on the amounts unpaid at a rate equal to the lesser of 1.5% per month or the maximum rate permitted under applicable law, until payment is made in full. Customer agrees to pay all of Johnson Controls reasonable collection costs, including legal fees and expenses. Customer agrees to pay a deposit equal to 30% of the project sell price (pre-tax) prior to Johnson Controls providing any labor or materials on the project.

5. **Force Majeure.** Johnson Controls shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to perform under this Agreement, caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is an event beyond the reasonable control of Johnson Controls, foreseeable or unforeseeable, including, without limitation, acts of God, severe weather, declared or undeclared natural disasters, acts or omissions of any governmental authority including change in applicable law, epidemics, pandemics, disease, viruses, quarantines or other public health risks and/or responses, strikes, lock-outs, labor shortages or disputes, an increase of 5% or more in tariffs, fires, explosions or other casualties, thefts, vandalism, civil disturbances, riots, war, terrorism, power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation. If Johnson Controls' performance is delayed, impacted, or prevented by a Force Majeure Event or, its continued effects, Johnson Controls shall be excused from performance under the Agreement. If Johnson Controls is delayed in achieving any scheduled milestones due to a Force Majeure Event, Johnson Controls will be entitled to extend such milestones by the amount of time Johnson Controls was delayed as a result of such event.

Sacramento City Unified School District

Johnson Controls, Inc.

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

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

By: Rose Ramos

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

Title: CBO

Title: \_\_\_\_\_

June 9, 2022

**Attention:** Mike Taxara at SCUSD

**Subject:** SCUSD – Metasys Upgrades Inc 1 Phase 2

Johnson Controls is pleased to provide the following proposal:

**This scope of work is based on the following bidding documents:**

- Plans: None
- Spec: 27 00 00 Telecom and Raceway, 26 05 33.13 Conduit and Fittings, 23 09 00 BACS Spec – as confirmed via email to the district 3.22.22
- Job walks with Mike at SCUSD and Chris Cuff at KMM and Zac Dillow with JCI.
- No formal criteria docs were given, the scope below is JCI’s understanding of the verbal discussions and is the limit of what JCI will perform.
- JCI has checked for unit counts via 5 different means
  - SCUSD Provided Maintenance Sheets
  - Counts using Google Map Images
  - Air Table Unit Counts provided by CECI
  - Air Table Room Counts as provided by CECI
  - Job Walks with the customer

The counts below is the counts as discovered by JCI via the means above. If after JCI engineering we discover fewer units than proposed – JCI will offer a credit corresponding to the change.

**Method of Procedure:**

The goal of this scope of work is to remove and replace the dysfunctional KMC and Allerton control systems at the sites shown below in a like for like manner. We aim to do this a little impact to school function as possible. This will require a combination of normal hours and off hours work. JCI will build the Metasys system in parallel with the existing systems performing as much of the wiring, programming, commissioning as possible prior to “cut over” where we will start to take actual control of the mechanical systems piece by piece.

Preliminary Engineering – Per site, JCI will generate a set of controls submittal documents that outline the points, material, terminations diagrams and sequence of operation (including economizer control) for each piece of equipment. JCI will identify mounting locations for the field controllers and the location of the JCI engine and the proposed trunk routing (which may mean having the SNE in the middle of trunk vs the end of line). JCI will include a preliminary schedule for each site. JCI will include a graphics and MUI submittal. This will require site walks by JCI and our subs. Prior to beginning any work or ordering any material – JCI will review these documents with SCUSD, and upon SCUSD approval these submittals will become the formal scope of work document to be referred too.

The first step will be building the Metasys BACnet network on each campus. During normal hours (where allowable) JCI will install a new Network Engine for each site – connect it to power and SCUSD Network. We will then run conduit/rigid on the exterior of the buildings to each piece of roof mounted or grade mounted rooftop equipment. JCI will re-use existing pathways as allowable.

The second step will be preparing each piece of mechanical equipment for cut over. JCI will install during normal hours (as allowable) a new enclosure with a JCI controller in it. JCI will power this controller using the existing 24V power source assumed available on the RTU equipment. JCI will install the various SCUSD required monitoring sensors on the unit, connect them to the JCI controller. JCI will prep the controller to land at the manufacture terminal strip for control of heating, cooling and fan – but not perform the actual termination work until cut over.



The third step will be a pre-functional test of the network. Having the engine installed, controllers powered up and connected to the engine – JCI will download controllers and perform check out of the monitoring sensors that we can. JCI will check bus integrity and proper controls communication with the head end. JCI will also perform the head end work – generating the user views, graphics and MUI configurations for the sites. At this point the system will be “online” but a lot of the points will be “offline” as they will exist in the software – but will not exist in reality as we have not performed cut over yet. The goal of this step is to have everything ready such that when the terminal point does get connected during that cut over – it will “know where to go” in the software and the ??? question marks will turn to actual data with values as measured by sensors in the space.

The 4<sup>th</sup> step will be the cut over step. This work will be performed off hours and is the moment JCI will disconnect existing control and bring full control to Metasys. JCI will perform work in the class room and administrative spaces, installing zone temperature sensors, zone CO2 sensors, terminating at the thermostat interface on the RTU and taking over control of the economizer (where applicable). Once everything is now connected, and terminations verified – JCI will perform another functional test of the unit commanding heating, cooling, fan and visually confirming the RTU receives and responds to these commands. JCI will confirm the user interface, graphics and MUI get populated with the now connected data. JCI will also confirm the SCUSD specialty sequences (Auto Demand Response, Smoke Mode, Virus Mode) on a global basis – commanding the site into the various mode, but only visually inspecting a handful of units. This step will take multiple evenings and weekends with JCI performing as many of the cutovers as we can in a workday. JCI will cut over units and ensure they are functional by 7am the following day or by 7am Monday for work performed over the weekend.

In the event that a unit fails its functional test, JCI will reconnect the existing controls infrastructure as it was, diagnose and retry at a later time.

Step 5 will be demolition of the existing system. Once the entire campus is complete. JCI will perform demolition of the existing controls system. JCI will remove all wire associated with the existing system, demo all controllers, sensors, enclosures, power supplies and crate them for delivery to the owner. Work exterior to the building will be normal hours and work interior to the building will be off hours. The only thing that will remain of the old system is the pathway that connected it.

Customer Checkout – The final step will be walking the site with SCUSD and performing a customer checkout of the system. It will also include sitting with the district at the head end and reviewing the user interface, graphics and MUI configuration. The customer at this point will have an opportunity to challenge, test, explore, as questions on the installation generating a punch list. JCI will remediate any of these punch list items and after completion of the, the warranty period will begin.

Post Engineering – JCI will provide a set of as builts with final trunk mapping to the customer to serve as record documents for SCUSD. This as builts will include a copy of the completed punch list.

Warranty – JCI warrants our work for a period of 1 year labor and 3 years material. Material warranty begins at time of manufacture (date code as published on the JCI controller).

*This information is confidential between JCI and SCUSD and not to be shared outside of these negotiations. They represent the intellectual property of JCI engineering the approach to the task at hand.*

#### **Method of Procedure – Summer work**

JCI intends to complete some of the sites during the summer. We would like to reserve this for the more complex sites such as high schools with larger footprints and more complex HVAC systems. Seeing there will be no students



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during the summer – the goal to have units back online by 7am is no longer a requirement. As such – JCI will follow a traditional construction process starting with complete demo of the existing system, installation of the new system leveraging existing pathway as deemed appropriate (JCI will still pull brand new cable) and ending with programming, functional testing and commissioning of the system. All pre/post engineering activities will remain the same. All customer checkout/warranty will remain the same. The actual sites to be performed over the summer will be determined per the KMM schedule as verified by JCI.

## Success Academy

| Qty | Description  |
|-----|--|
| 1   | Site Engineering to generate<br>-Controls submittals with drawings, points lists, SOO's, controller locations, proposed trunk mapping<br>-Identify any asbestos concerns<br>-Confirm quantity of economizers JCI will take over<br>-Confirm if pathway exists to portables<br>-Generate as-built submittals for SCUSD record   |
| 1   | Coordination meeting with customer for review of JCI submittals to confirm scope of work   |
| 1   | Site walk with customer after completion to generate punch list  |
| 1   | SCUSD custom sequences<br>-Virus Mode<br>-Smoke Mode<br>-Auto DR<br>-Optimized start/stop<br>-FDD on all economizers taken over by JCI   |
| 1   | Outside air temperature sensor for site  |
| 1   | New SNE1050 in enclosure<br>-Requires IP address provided by SCUSD<br>-Engine will be installed in the middle of the trunk for ease of trunk installation  |
| 16  | Control of package rooftop equipment<br>-New NEMA 3R Enclosure with CGM mounted inside<br>-Interlock to unit terminal strip to command heat, cool, fan<br>-Discharge air temperature<br>-Return air temperature<br>-Compressor Amperage sensor<br>-Fan amperage sensor<br>-New damper actuator for (e) Outside Air damper with damper feedback<br>-Zone Temperature Sensor – SA Bus<br>-Zone CO2 sensor – SA Bus |
| 10  | Control of BARD Portable Units<br>-New NEMA 3R Enclosure with CGM mounted inside<br>-Interlock to unit terminal strip to command heat, cool, fan<br>-Discharge air temperature<br>-Return air temperature<br>-Compressor Amperage sensor<br>-Fan amperage sensor<br>-New damper actuator for (e) Outside Air damper with damper feedback<br>-Zone Temperature Sensor – SA Bus<br>-Zone CO2 sensor – SA Bus       |

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- 2 Loytech Zones for Portables
  - Loytech BACnet MS/TP to IP converter
  - NEMA 1 Can with Key Lock and perf liner
  - Plug in power supply (requires JCI utilizing a single gang socket to power device)

| <u>Summary</u>         | <u>Sourcewell Cost</u> |                   |
|------------------------|------------------------|-------------------|
| Material               | \$                     | 65,786.58         |
| JCI Labor              | \$                     | 47,058.50         |
| Subcontractor Graphics | \$                     | 1,098.24          |
| Market Value Installer | \$                     | 150,397.97        |
| Profficiency and Risk  | \$                     | 26,434.13         |
|                        |                        |                   |
|                        |                        |                   |
| <b>Grand Total</b>     | <b>\$</b>              | <b>290,775.42</b> |

# SEE SEPARATE CONTRACT

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## Fr. Keith B. Kenny

| Qty | Description  |
|-----|--|
| 1   | Site Engineering to generate<br>-Controls submittals with drawings, points lists, SOO's, controller locations, proposed trunk mapping<br>-Identify any asbestos concerns<br>-Confirm quantity of economizers JCI will take over<br>-Confirm if pathway exists to portables<br>-Generate as-built submittals for SCUSD record   |
| 1   | Coordination meeting with customer for review of JCI submittals to confirm scope of work   |
| 1   | Site walk with customer after completion to generate punch list  |
| 1   | SCUSD custom sequences<br>-Virus Mode<br>-Smoke Mode<br>-Auto DR<br>-Optimized start/stop<br>-FDD on all economizers taken over by JCI   |
| 1   | Outside air temperature sensor for site  |
| 1   | New SNE1100 in enclosure<br>-Requires IP address provided by SCUSD<br>-Engine will be installed in the middle of the trunk for ease of trunk installation  |
| 4   | Control of package rooftop equipment<br>-New NEMA 3R Enclosure with CGM mounted inside<br>-Interlock to unit terminal strip to command heat, cool, fan<br>-Discharge air temperature<br>-Return air temperature<br>-Compressor Amperage sensor<br>-Fan amperage sensor<br>-New damper actuator for (e) Outside Air damper with damper feedback<br>-Zone Temperature Sensor – SA Bus<br>-Zone CO2 sensor – SA Bus |
| 5   | Control of BARD Portable Units<br>-New NEMA 3R Enclosure with CGM mounted inside<br>-Interlock to unit terminal strip to command heat, cool, fan<br>-Discharge air temperature<br>-Return air temperature<br>-Compressor Amperage sensor<br>-Fan amperage sensor<br>-New damper actuator for (e) Outside Air damper with damper feedback<br>-Zone Temperature Sensor – SA Bus<br>-Zone CO2 sensor – SA Bus       |



- 10 Control of Split System Furnace
  - New NEMA 3R Enclosure with CGM mounted inside
  - Interlock to unit terminal strip to command heat, cool, fan
  - Discharge air temperature
  - Return air temperature
  - Compressor Amperage sensor
  - Fan amperage sensor
  - New damper actuator for (e) Outside Air damper with damper feedback
  - Zone Temperature Sensor – SA Bus
  - Zone CO2 sensor – SA Bus
  
- 1 Loytech Zones for Portables
  - Loytech BACnet MS/TP to IP converter
  - NEMA 1 Can with Key Lock and perf liner
  - Plug in power supply (requires JCI utilizing a single gang socket to power device)

| <u>Summary</u>         | <u>Sourcewell Cost</u> |                   |
|------------------------|------------------------|-------------------|
| Material               | \$                     | 56,394.82         |
| JCI Labor              | \$                     | 38,129.00         |
| Subcontractor Graphics | \$                     | 1,098.24          |
| Market Value Installer | \$                     | 76,863.65         |
| Profficiency and Risk  | \$                     | 17,248.57         |
|                        |                        |                   |
| <b>Grand Total</b>     | <b>\$</b>              | <b>189,734.28</b> |

# SEE SEPARATE CONTRACT

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## Capital City School

| Qty | Description  |
|-----|--|
| 1   | Site Engineering to generate<br>-Controls submittals with drawings, points lists, SOO's, controller locations, proposed trunk mapping<br>-Identify any asbestos concerns<br>-Confirm quantity of economizers JCI will take over<br>-Confirm if pathway exists to portables<br>-Generate as-built submittals for SCUSD record   |
| 1   | Coordination meeting with customer for review of JCI submittals to confirm scope of work   |
| 1   | Site walk with customer after completion to generate punch list  |
| 1   | SCUSD custom sequences<br>-Virus Mode<br>-Smoke Mode<br>-Auto DR<br>-Optimized start/stop<br>-FDD on all economizers taken over by JCI   |
| 1   | Outside air temperature sensor for site  |
| 1   | New SNE1050 in enclosure<br>-Requires IP address provided by SCUSD<br>-Engine will be installed in the middle of the trunk for ease of trunk installation  |
| 18  | Control of BARD Portable Units<br>-New NEMA 3R Enclosure with CGM mounted inside<br>-Interlock to unit terminal strip to command heat, cool, fan<br>-Discharge air temperature<br>-Return air temperature<br>-Compressor Amperage sensor<br>-Fan amperage sensor<br>-New damper actuator for (e) Outside Air damper with damper feedback<br>-Zone Temperature Sensor – SA Bus<br>-Zone CO2 sensor – SA Bus |
| 1   | Loytech Zones for Portables<br>-Loytech BACnet MS/TP to IP converter<br>-NEMA 1 Can with Key Lock and perf liner<br>-Plug in power supply (requires JCI utilizing a single gang socket to power device)  |

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| <u>Summary</u>         | <u>Sourcewell Cost</u> |                   |
|------------------------|------------------------|-------------------|
| Material               | \$                     | 45,874.23         |
| JCI Labor              | \$                     | 32,912.77         |
| Subcontractor Graphics | \$                     | 1,098.24          |
| Market Value Installer | \$                     | 94,387.27         |
| Profficiency and Risk  | \$                     | 17,427.25         |
|                        |                        |                   |
|                        |                        |                   |
| <b>Grand Total</b>     | <b>\$</b>              | <b>191,699.76</b> |

**Total Price for ALL Inc 1 Phase 2 Group 4 Sites** **\$672,209.46**

## Clarifications/Exclusions/Terms and Conditions

### Clarifications:

1. All work outside of the classroom will be done normal hours
  - a. Inclusive of work on roof, work in telecom/electrical rooms, work in exterior hallways.
2. All work inside the classroom will be done off hours
3. During the scope of work – SCUSD will be required to interface to 2 systems to control a site as we incrementally cut over equipment to Metasys
4. Rigid on roof – EMT conduit elsewhere – plenum rated where concealed
5. New pathway in the classroom will be surface mount wire mold – Plastic 2300 mechanically fastened. New back boxes for sensors will be plastic surface mount.
6. JCI will provide NEW WIRE for all devices. JCI will not leverage existing wire, only existing pathway.
7. JCI will Stop Work when we encounter any Asbestos on the site. Asbestos remediation is by others. JCI will not resume work until asbestos has been abated. This is per JCI safety policy.
8. JCI will take over economizer control with a new JCI actuator as feasible. During site engineering, if discovered that spaces are too cramped for a new actuator – JCI will make it known to the district and provide a credit to remove that from the SOW or ADD to perform the mechanical work required to take control of the OA damper.
9. Temperature Sensors to be NSB8BTN141-0 – white, warm cool adjust, no display, no occupancy, no JCI logo
10. Separate CO2 sensors to be NSB8BNC041-0 – white, CO2 only, no display, no JCI logo
11. JCI will provide 120V power insofar as to power network engine only
12. JCI will provide network cable insofar as to connect network engine to the telecom room only
13. Upon further review – a TEC option for the project is more expensive and not recommended. The TEC option requires more after hours work and significantly decreases the amount of pre-commissioning JCI can perform as TEC will not be able to come online prior to step 4. While there is a material savings, the net increase in afterhours labor for TEC installation and commissioning negates and overcomes any material savings. Furthermore, the TEC does not future proof the district for any custom programming they may need in the future and have required in the past.
14. Priced per Sourcewell (Formerly NJPA) Contract #070121-JHN
15. Per communication from Mike – all equipment enclosures are NEMA 3R with lockable key, whether indoor or outdoor. This however does NOT apply to the SNE panel or network equipment panels (Loytech) – these will be the JCI standard panels which are NEMA 1. JCI expects most controllers will be installed outdoors on equipment.
16. The counts noted on this proposal is the finite number of units JCI will take control over. If fewer or additional units are discovered during engineering walks – the district that their discretion can add/remove units to the scope via change order.

### Exclusions:

1. Any and all 120V wiring outside of powering the engine
2. Any and all door status or window status monitoring
3. Any and all occupancy sensors – programming occupied standby mode
4. Installing CO2 sensors 5ft from operable doors/windows.
5. Updating any of the controls system to meet current code – JCI's understanding is this is a maintenance project removing and replacing aging/dysfunctional systems with a new Metasys system – Like for Like





6. Professional engineering services to confirm sites comply with current code. JCI does not have stamped PE's on staff and cannot offer this service
7. JCI excludes upgrading/changing/enhancing any existing pathway we may use in our work.
8. Work with 3<sup>rd</sup> party commissioning agents
9. Customer training. SCUSD is an experienced user and we don't not feel any training is required.
10. Mechanical upgrades – JCI excludes doing any mechanical work. All mechanical equipment is assumed to be functioning. This includes repairing dampers, replacing economizers, changing unit controllers, swapping out compressors etc.
11. Taking control of exhaust fans
12. Taking control of kitchen hoods
13. Taking control of mini splits
14. CO2 display in the space
15. Temperature display in the space
16. Relocating CO2 sensors, they will be placed either right next to or right below the (e) temperature sensors.
17. Providing new network or power infrastructure (switches, breakers etc).
18. Indicator light to alert if CO2 in the space is over a certain value

Thank You! As always call with any comments, questions or concerns.

*Quote valid for 30 days*

Zac Dillow

HVAC Systems Sales Engineer – Johnson Controls  
925-719-7785 (mobile)  
Zachary.j.dillow@jci.com

**CUSTOMER APPROVAL:**

Total Price: \_\_\_\_\_

Customer Name: \_\_\_\_\_

Company: \_\_\_\_\_

Signature (\*) \_\_\_\_\_

Date: \_\_\_\_\_

\* By signing this proposal, you agree to purchase the bill of material as described in this proposal document, pursuant to the attached standard terms and conditions and for the Total Price documented on the above line.

## Standard Terms and Conditions

**(1) AGREEMENT AND LIMITATIONS.** This document (the "Agreement") sets forth the terms and conditions of any sale by Seller of the specified product, equipment or services indicated on the reverse side hereof or attachment and is expressly made conditional on the assent of Buyer (hereinafter "Buyer") to these Standard Terms and Conditions. Buyer's acceptance of any part of the product, equipment or services sold or Buyer's instructions to Seller to begin work or to ship any product or equipment after receipt of these Standards Terms and Conditions shall constitute such assent, and a waiver of all terms and conditions in its purchase order or similar document which are different from or additional to those set forth herein. Seller's failure to object to provisions contained in any communication from Buyer shall not be deemed a waiver of these Standard Terms and Conditions. References to "products" or "equipment" herein shall mean the product and equipment to be furnished by Seller as identified on the applicable Seller Quotation. These Standard Terms and Conditions may be modified or rescinded only by a writing signed by authorized representatives of both Seller and Buyer.

**(2) TERMINATION OR MODIFICATION.** Accepted orders may be cancelled or modified by Buyer only with Seller's express written consent. If cancellation or modification is allowed, Buyer agrees to pay to Seller all expenses incurred and damage sustained by Seller on account of such cancellation or modification, plus a reasonable profit.

**(3) PRICE, SHIPMENT, AND PAYMENT.** Prices on accepted orders are firm for a period of 90 days from date of acceptance. Prices for products may be adjusted by Seller, upon notice to Buyer at any time prior to shipment, to reflect any increase in Seller's cost of raw materials (e.g., steel, aluminum) incurred by Seller after issuance of Seller's applicable proposal or quotation. Price and delivery is F.O.B. point of manufacture, unless otherwise provided. Unless otherwise agreed to in writing by Seller, all payments are due net thirty (30) days from the date of invoice. Seller may, at its sole option, have the right to make any delivery under this Agreement payable on a cash or payment guarantee before-shipment basis. In the case of export sales, unless otherwise agreed to in writing by Seller, all payments are to be by means of a confirmed irrevocable letter of credit. Invoicing disputes must be identified in writing within 21 days of the date of invoice. Payments of any disputed amounts are due and payable upon resolution. All other amounts remain due within 30 days. In the event of Buyer's default, the balance of any outstanding amounts will be immediately due and payable. Failure to make payments when due will give Seller, without prejudice to any other right or remedy, the right to: (i) stop performing any services, withhold deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or terminate this Agreement; and (ii) charge Buyer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. Shipments to Buyer with outstanding invoices unpaid after thirty (30) days will be suspended until all overdue invoices are paid or be made on a cash-in-advance basis only, in Seller's sole discretion.

**(4) DEPOSIT.** Buyer agrees to pay a deposit equal to 50% of the sell price (pre-tax) prior to Seller performing work. Seller will generate an invoice for the 50% deposit within three business days after Seller's receipt of a written agreement or order from Buyer. Seller will not commence work until receipt of the deposit.

**(5) TAXES.** All prices exclude federal, harmonized, state/provincial and local use, sales or similar applicable taxes. Such taxes, if applicable, will appear as separate items on the invoice unless Buyer provides a tax exemption certificate that is acceptable to taxing authorities.

**(6) DELIVERY.** The delivery date(s) provided by Seller for the product and equipment is only an estimate and is based upon prompt receipt of all necessary information from Buyer. The delivery date(s) is subject to and shall be extended by delays caused by strikes, fires, accidents, shortages of labor or materials, embargoes, or delays in transportation, compliance with government agency or official requests, or any other similar or dissimilar cause beyond the reasonable control of Seller. FAILURE TO DELIVER WITHIN THE TIME ESTIMATED SHALL NOT BE A MATERIAL BREACH OF CONTRACT ON SELLER'S PART. If Buyer causes Seller to delay shipment or completion of the product or equipment, Seller shall be entitled to any and all extra cost and expenses resulting from such delay.

**(7) LIMITED WARRANTY.** Seller warrants that the product and equipment furnished by Seller under this Agreement will be of good quality and that the services provided by Seller will be provided in a good and workmanlike manner for a period of twelve (12) months from initial product startup, or eighteen (18) months from product shipment, whichever occurs first (the "Warranty Period") unless such Warranty Period is modified by Seller's proposal. Alongside this limited warranty, for all new York™ air or water-cooled chillers and/or Metasys™ building automation systems installed in the US and Canada and sold through Seller owned and operated branches, Seller also provides a Year One Service Agreement for such equipment, the scope, limitations, terms and conditions of which are at <https://www.johnsoncontrols.com/yearoneservice> (collectively, "Year One Service"). Seller will not provide a credit against purchase price if offered Year One Service is declined. No warranty is provided for third-party products and equipment installed or furnished by Seller. Such products and equipment are provided with the third-party manufacturer's warranty to the extent available, and Seller will transfer the benefits together with all limitations of that manufacturer's warranty to Buyer. This warranty does not cover failures caused in whole or in part by (i) improper installation or maintenance performed by anyone other than Seller; (ii) improper use or application; (iii) corrosion; (iv) normal deterioration; (v) operation beyond rated capacity, (vi) the use of replacement parts or lubricants which do not meet or exceed Seller's specifications, or (vii) if Seller's serial numbers or warranty date decals have been removed or altered. To qualify for warranty consideration for products or equipment, at the earlier of the Buyer's discovery of the defect or the time at which the Buyer should have discovered the defect; Buyer must immediately notify Seller in writing for instructions on warranty procedures. Seller's sole obligation for defective services shall be to repair or to replace defective parts or to properly redo defective services. All replaced equipment becomes Seller's property. **THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHICH ARE HEREBY DISCLAIMED. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** Seller makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity or will detect the presence of, or eliminate, treat, or mitigate the spread, transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

**(8) INDEMNIFICATION, REMEDIES AND LIMITATIONS OF LIABILITY.** In addition to Paragraph 8 below regarding patents, Buyer agrees that Seller shall be responsible only for such injury, loss, or damage caused by the intentional misconduct or the negligent act or omission of Seller. In the event Buyer claims Seller has breached any of its obligations under the Agreement, whether of warranty or otherwise, Seller may request the return of the goods and tender to Buyer the purchase price theretofore paid by Buyer, and in such event, Seller shall have no further obligation under the Agreement except to refund such purchase price upon redelivery of the goods. If Seller so requests the return of the goods, the goods shall be redelivered to Seller in accordance with Seller's instructions and at Seller's expense. The remedies contained in these Standard Terms and Conditions shall constitute the sole recourse of Buyer against Seller for breach of any of Seller's obligations under the Agreement, whether of warranty or otherwise. **To the maximum extent permitted by law, in no event shall Seller and its affiliates and their respective personnel, suppliers and vendors ("JCI Parties") be liable to Buyer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any: (a) special, indirect, incidental, punitive, or consequential damages; (b) lost profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. In any case, the entire aggregate liability of the JCI Parties under this Agreement for all damages, losses and causes of action, whether in contract, tort (including negligence), or otherwise shall be limited to the purchase price paid by Buyer hereunder.**

**(9) PATENTS.** Seller shall defend, or at its option settle, any action against Buyer brought by a third party to the extent that the action is based upon a claim that the products or equipment provided under the Agreement in the United States infringes any U.S. patents or copyrights 9or in Canada infringes on any Canadian patents or copyrights), or misappropriates any trade secrets of a third party ("Claim"), provided that: (i) Buyer gives Seller prompt written notice of any such Claim, (ii) Buyer gives Seller full authority to defend or settle any such Claim, and (iii) Buyer gives Seller proper and full information and assistance, at Seller's expense (except for Buyer's employees' time) to defend or settle any such Claim. Seller will pay those costs and damages finally awarded against Buyer in the action that are specifically attributable to the claim or those costs and damages agreed to in a monetary settlement of the action. **THE FOREGOING IS IN LIEU OF ANY WARRANTIES OF NON-INFRINGEMENT, WHICH ARE HEREBY DISCLAIMED.** The foregoing obligation of Seller does not apply with respect to products or equipment or portions or components thereof (a) not supplied by Seller, (b) made in whole or in part in accordance to Buyer or owner specifications, (c) which are modified after shipment by Seller, if the alleged infringement related to such modification, (d) combined with other products, processes or materials where the alleged infringement relates to such combination, (e) where Buyer continues allegedly infringing activity after being notified thereof and/or after being informed of modifications that would have avoided the alleged infringement without significant loss of performance or functionality, or (f) where Buyer's use of the product or equipment is incident to an infringement not resulting primarily from the product or equipment; Buyer will indemnify Seller and its officers, directors, agents, and employees from all damages, settlements, attorneys' fees and expenses related to a claim of infringement, misappropriation, defamation, violation of rights of publicity or privacy excluded from Seller's indemnity obligation herein.

**(10) GOVERNING LAW.** For any goods or work performed in the U.S., the formation and performance of the Agreement shall be governed by the laws of the State of Wisconsin, U.S.A. For any goods or work performed in Canada, the Agreement shall be governed by the laws of Ontario. Other than claims for unpaid contract amounts by Seller, any action for breach of the Agreement or any covenant or warranty must be commenced within one year after the cause of action has accrued unless such provision is not permitted by applicable law.

**(11) DISPUTE RESOLUTION.** Seller shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. The venue for any such arbitration shall be in Milwaukee, Wisconsin for U.S. sales, and Toronto, Ontario for Canadian sales. The arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. In the event the matter is submitted to a court, Seller and Buyer hereby agree to waive their right to trial by jury and covenant that neither of them will request trial by jury in any such litigation. Buyer will pay all of Seller's reasonable collection costs (including legal fees and expenses).

Johnson Controls Inc.  
Building Efficiency, Branch 110  
103 Woodmere Rd Suite #110, Folsom CA 95630  
Tel 916 294-8800 Fax 916 294-8889

DIR: 100000593  
CL#: 22445



**(12) SOFTWARE AND DIGITAL SERVICES.** Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Seller's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Seller and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

**(13) PRIVACY. Seller as Processor:** Where Seller factually acts as Processor of Personal Data on behalf of Buyer (as such terms are defined in the DPA) the terms at [www.johnsoncontrols.com/dpa](http://www.johnsoncontrols.com/dpa) ("DPA") shall apply. **Seller as Controller:** Seller will collect, process and transfer certain personal data of Buyer and its personnel related to the business relationship between it and Buyer (for example names, email addresses, telephone numbers) as controller and in accordance with Seller's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Buyer acknowledges Seller's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Buyer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Seller is mandatorily required from Buyer's personnel under applicable law, Buyer warrants and represents that it has obtained such consent.

**(14) CONNECTED EQUIPMENT SERVICES.** Certain equipment sold hereunder includes by default Seller's Connected Equipment Services. Connected Equipment Services is a data-analytics and monitoring Software platform that uses a cellular or network connection to gather equipment performance data to assist Seller in advising Buyer on (and Buyer in better understanding) such equipment's health, performance or potential malfunction. **If Buyer's equipment includes Connected Equipment Services, such services will be on by default and the remote connection will continue to connect to Buyer's Equipment through the full equipment lifecycle, unless Buyer specifically requests in writing that Seller disable the remote connection or Seller discontinues or removes such remote connection.** For more information on whether your particular equipment includes Connected Equipment Services, a subscription to such services and the cost, if any, of such subscription, please see your applicable order, quote, proposal, or purchase documentation or talk to your Seller sales representative. If Buyer's equipment includes Connected Equipment Services, Seller will provide a cellular modem or other gateway device ("Gateway Device") owned by Seller or Buyer will supply a network connection suitable to establish a remote connection with Buyer's applicable equipment to permit Seller to use Connected Equipment Services to perform first-year and extended warranty services as well as other services, including troubleshooting, quarterly health reports, remote diagnostic and monitoring and aftermarket services. For certain subscriptions, Buyer will be able to access equipment information from a mobile or smart device using Connected Equipment Service's mobile or web app. Any Gateway Devices provided hereunder shall remain Seller's property, and Seller may upon reasonable notice access and remove such Gateway Device and discontinue services in accordance with the Software Terms. If Buyer does not permit Seller to connect via a connection validated by Seller for the equipment or the connection is disconnected by Buyer, and a service representative must therefore be dispatched to the Buyer site, then the Buyer will pay Seller at Seller's then-current standard applicable contract regular time and/or overtime rate for services performed by the service representative. Seller disclaims any obligation to advise Buyer of any possible equipment error or malfunction. **Buyer acknowledges that, while Connected Equipment Services generally improve equipment performance and services, Connected Equipment Services does not prevent all potential malfunction, insure against all loss or guarantee a certain level of performance and that Seller shall not be responsible for any injury, loss, or damage caused by any act or omission of Seller related to or arising from the monitoring of the equipment under Connected Equipment Services.**

**(15) MISCELLANEOUS**

**(a) CHANGES OF CONSTRUCTION AND DESIGN:** Seller reserves the right to change or revise the construction and design of the products or equipment purchased by Buyer, without liability or obligation to incorporate such changes to products or equipment ordered by Buyer unless specifically agreed upon in writing reasonably in advance of the delivery date for such products or equipment. Buyer agrees to bear the expense of meeting any changes or modifications in the scope of this Agreement or in local code requirements which become effective after Seller has accepted Buyer's order.

**(b) CHARACTER OF PRODUCT AND SECURITY INTEREST:** The goods delivered by Seller under the terms of the Agreement shall remain personal property and retain its character as such no matter in what manner affixed or attached to any structure or property. Buyer grants Seller a security interest in said goods, any replacement parts and any proceeds thereof until all sums due Seller have been paid to it in cash. This security interest shall secure all indebtedness or obligations of whatsoever nature now or hereafter owing Buyer to Seller. Buyer shall pay all expenses of any nature whatsoever incurred by Seller in connection with said security interest. Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall be subject to the mechanics lien legislation applicable to the location where the work will be performed.

**(c) INSURANCE:** Buyer agrees to insure the goods delivered under the Agreement in an amount at least equal to the purchase price against loss or damage from fire, wind, water or other causes. The insurance policies are to be made payable to Seller and Buyer in accordance with their respective interests, and when issued are to be delivered to Seller and held by it. Failure to take out and maintain such insurance shall entitle Seller to declare the entire purchase price to be immediately due and payable and shall also entitle Seller to recover possession of said goods.

**(d) INSTALLATION:** If installation by the Seller is included within the Seller's Quotation, Buyer shall provide all of the following at its own expense and at all times pertinent to the installation: i) free, dry, and reasonable access to Buyer's premises; and ii) proper foundations, lighting, power, water and storage facilities reasonably required. If any change in the scope of this Agreement or schedule for performance is ordered or directed by the Buyer (or any other party to the installation other than Seller) or any Force Majeure Event causes an increase in the cost or time required for Seller's performance of the work, Buyer shall make an upward equitable adjustment in the contract price or time of performance or both. Seller's additional costs, plus reasonable overhead and profit, shall be paid in full no later than 30 days from completion of such work.

**(e) COMPLIANCE WITH LAWS:** Seller's obligations are subject to the export administration and control laws and regulations of the United States and Canada. Buyer shall comply fully with such applicable laws and regulation in the export, resale or disposition of purchased products or equipment. Quotations or proposals made, and any orders accepted by Seller from a Buyer outside the United States or Canada are with the understanding that the ultimate destination of the products or equipment is the country indicated therein. Diversion of the products or equipment to any other destination contrary to the United States or Canada, as applicable, is prohibited. Accordingly, if the foregoing understanding is incorrect, or if Buyer intends to divert the products or equipment to any other destination, Buyer shall immediately inform Seller of the correct ultimate destination.

**(f) BUYER RESPONSIBILITIES:** Buyer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Seller secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Buyer and/or end user against unauthorized access. Buyer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

**(g) FORCE MAJEURE:** Seller shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Seller to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Seller, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in the tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Seller. If Seller's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Seller shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Seller is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Seller will be entitled to extend the relevant completion date by the amount of time that Seller was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Seller's cost to perform the services, Buyer is obligated to reimburse Seller for such increased costs, including, without limitation, costs incurred by Seller for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Seller in connection with the Force Majeure Event.

**(h) ONE-YEAR CLAIMS LIMITATION:** No claim or cause of action, whether known or unknown, shall be brought against Seller more than one year after the claim first arose. Except as provided for herein, Seller's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

T&C Version: 3/31/2021

**Memorandum of Understanding Between Johnson Controls Inc. and Sacramento City  
Unified School District – February 28, 2022**

This Memorandum of Understanding (“MOU”) is entered into by Sacramento City Unified School District and Johnson Controls, Inc. (collectively, “the Parties”) as of the date of full execution of the MOU (the “Effective Date”).

1. On or around December 10, 2020, Johnson Controls, Inc. (“JCI”) and Sacramento City Unified School District (“SCUSD”) executed an agreement referencing PO Number P21-01319 (the “Agreement”) whereby JCI agreed to sell and SCUSD agreed to purchase 6000 V-Pac Self-Contained Portable Air Purification Units with UV-C Bulbs (“V-Pacs”), including lamp and filter replacement parts, manufactured by UltraViolet Devices, Inc. (“UVDI”), for use in the school district’s classrooms. The total purchase price, including freight and tax, was \$6,148,125.00.
2. SCUSD financed the V-Pac transaction with relief funding received under the American Rescue Plan (“ARP”). The ARP relief funding was designed to facilitate the SCUSD’s efforts to mitigate the spread of COVID in the classrooms, and to implement appropriate indoor air quality improvements that foster healthy learning and working environments for students and staff.
3. Due to the nature of the order, the Agreement provided that “[o]nce the order is placed at the factory, it cannot be cancelled for any reason.”
4. The Agreement required SCUSD to make a 20% down payment, including tax, of \$1,207,125.00. SCUSD made this payment on December 21, 2020. Between March and May 2021, SCUSD made 3 additional payments totaling \$2,417,227.59.
5. The total amount SCUSD has paid JCI under the Agreement to date is \$3,624,352.59. \$2,523,772.41 of the \$6,148,125.00 purchase price currently remains unpaid.
6. Of the 6,000 V-Pacs purchased by SCUSD under the Agreement, 4,993 were shipped and delivered to SCUSD. However, in May 2021, prior to the shipment of the remaining V-Pacs, SCUSD requested and JCI agreed to halt further shipments due to outstanding questions concerning the value and efficacy of the V-Pacs for classroom use.
7. Given the longstanding partnership between JCI and SCUSD, the Parties worked together to overcome the challenges involved with SCUSD’s implementation of portable air purification technology for its classrooms and find a creative solution to avoid any dispute under the Agreement.
8. The crux of the solution permits SCUSD to return the units without contractual penalty and to repurpose the ARP relief funding on similarly qualifying projects and uses, while at the same time compensating JCI for the substantial negative financial impact JCI will incur downstream in returning all of the V-Pacs to UVDI.



9. Therefore, upon signature of this Memorandum of Understanding (“MOU”), the Parties agree as follows:
- A. JCI will furnish to SCUSD a Credit Memo that provides SCUSD with a credit on its account in the amount of \$3,624,352.59 (“V-Pac Credit”). The terms of the credit memo will entitle SCUSD to apply this amount toward accounts payable to JCI with respect to future healthy building and/or pandemic-related improvements to SCUSD buildings provided by JCI. Such improvements may include, but are not limited to:
    - i. HVAC/Rooftop Unit retrofits and replacements, Economizer upgrade and installations, Metasys upgrades and migrations, installations of classroom CO2 sensors and temperature control devices, UL Safe Trace Audits (IAQ, ventilation verification, and infection control for K-12 school), mechanical services to upgrade and/or retrofit ageing equipment, and/or other healthy-building related projects, including design services of such systems.
    - ii. The cost for such improvements, including but not limited to markup on any subcontract labor, will be consistent with any state or national purchasing agreement, or other public agency agreement JCI is a signatory to, such as Sourcewell (formerly NJPA) contracts and subject to review and approval by SCUSD staff (JCI to provide “open book” pricing for staff review).
  - B. The redemption period for the V-Pac Credit (\$3,624,352.59) will be by September 30, 2022. If the V-Pac Credit is not utilized in full within the redemption period, then JCI’s release of SCUSD is void and JCI may enforce the non-cancellation provision of the Agreement and seek restocking and other downstream costs from SCUSD. For purposes of this section, the definition of “utilized in full” during the redemption period shall refer to the issuance of a new purchase order by SCUSD accepted in writing by JCI or other provision of written assurance agreed to in writing by both parties for any future healthy building and/or pandemic-related improvements described above and shall not be interpreted to require the actual completion of the new project(s) by the redemption date.
  - C. SCUSD agrees to reach an agreement with JCI in writing in which SCUSD shall commit to spending the remaining balance under the original Agreement of \$2,523,772.41 (“V-Pac Balance”) with JCI in connection with one or more future healthy building and/or pandemic-related improvements by September 30, 2022. For any such Projects, SCUSD shall be invoiced by JCI as specified under the original Agreement.
  - D. All future purchases by SCUSD from JCI under the MOU shall be subject to JCI Standard Terms and Conditions.

- E. In exchange for these terms, JCI will not enforce the non-cancellation and modification provisions of the Agreement.
- F. **Instead**, JCI will **coordinate** UVDI's pick-up of all V-Pacs in SCUSD's possession and the return of all such units to UVDI, at no cost to SCUSD, no later than 30 days following execution of the MOU unless extended by mutual agreement in writing
- G. Subject to SCUSD's timely redemption of the V-Pac Credit and written commitment to spend the V-Pac Balance as set forth in Sections 9.B and 9.C above, no contractual penalty will be applied in connection with SCUSD's return of the units under the Agreement.
- H. Subject to performance of the terms and conditions stated above, the Parties agree to release all claims and causes of action, whether now known or unknown, which the parties have, or might have or could have asserted, against the other, its officials, employees, insurers, Board Members, attorneys, representatives, agents, vendors, or parties otherwise associated with the Agreement or the V-Pacs. For the avoidance of doubt, the release of liability extended by SCUSD to JCI extends and applies to UVDI.
- I. Each party will be responsible for its own legal fees and costs.
- J. The execution of this MOU shall not operate as an admission of liability by either party with respect to the Agreement or the V-Pacs.
- K. Except as otherwise agreed to by the Parties or required by law, including obligations arising under the California Public Records Act (Government Code section 6250 et seq.) and the Ralph M. Brown Act (Government Code section 54950 et seq.), the Parties and their attorneys agree to keep this MOU confidential.
- L. Each side agrees they will not publicly criticize, disparage, call into disrepute or otherwise defame the other with respect to the Agreement, the V-Pacs, and this MOU. The parties will further agree to a joint statement that indicate we are maintaining our long-standing business relationship and will continue to work on solutions that are beneficial to SCUSD's students, staff and community.

SIGNATURES:

  
 \_\_\_\_\_  
 Johnson Controls Inc.

2/28/22  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Sacramento City Unified School District

2/25/22  
 \_\_\_\_\_  
 Date

| SCUSD / HVAC / Sites 10-23 |      |                     |                        | Funding source    | Funding source  |                 |      |
|----------------------------|------|---------------------|------------------------|-------------------|-----------------|-----------------|------|
| SCUSD ID                   | ID # |                     | Total site cost        | MOU Credit        | ESSER           | PO \$           | PO # |
|                            |      |                     | \$7,753,883.71         | \$3,624,352.59    |                 |                 |      |
| 0004-463                   | 10   | Alice Binery        | \$ 285,368.69          | \$ 285,368.69     | \$ -            | \$ -            |      |
| 0108-463                   | 11   | Ethel Baker         | \$ 353,658.18          | \$ 353,658.18     | \$ -            | \$ -            |      |
| 0110-463                   | 12   | Ethel Phillips      | \$ 344,499.13          | \$ 344,499.13     | \$ -            | \$ -            |      |
| 0354-463                   | 13   | Suttersville        | \$ 306,364.10          | \$ 306,364.10     | \$ -            | \$ -            |      |
| 0390-463                   | 14   | Woodbine            | \$ 307,705.57          | \$ 307,705.57     | \$ -            | \$ -            |      |
| 0183-463                   | 15   | New Joseph Bonnheim | \$ 297,605.68          | \$ 297,605.68     | \$ -            | \$ -            |      |
| 0269-463                   | 16   | Pacific             | \$ 440,072.69          | \$ 440,072.69     | \$ -            | \$ -            |      |
| 0272-463                   | 17   | Parkway             | \$ 338,438.60          | \$ 338,438.60     | \$ -            | \$ -            |      |
| 0229-463                   | 18   | Success Acadamy     | \$ 290,775.09          | \$ 290,775.09     | \$ -            | \$ -            |      |
| 0117-463                   | 19   | Fr. Ketih B Kenn    | \$ 189,734.28          | \$ 189,734.28     | \$ -            | \$ -            |      |
| 0571-463                   | 20   | Cap Cit             | \$ 191,699.76          | \$ 191,699.76     | \$ -            | \$ -            |      |
| 0520-463                   | 21   | Hiram Johnson HS    | \$ 1,319,695.95        | \$ 278,430.81     | \$ 1,041,265.14 | \$ 1,041,265.14 |      |
| 0525-463                   | 22   | JFK HS              | \$ 1,335,524.72        | \$ -              | \$ 1,335,524.72 | \$ 1,335,524.72 |      |
| 0530-463                   | 23   | Luther Burbank      | \$ 1,752,741.27        | \$ -              | \$ 1,752,741.27 | \$ 1,752,741.27 |      |
|                            |      |                     | \$ 7,753,883.71        | \$ 3,624,352.59   | \$ 4,129,531.13 | \$ 4,129,531.13 |      |
|                            |      |                     | <b>Total site cost</b> | <b>MOU Credit</b> | <b>ESSER</b>    | <b>PO \$</b>    |      |



**Solicitation Number: RFP #070121****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Johnson Controls, Inc., 5757 North Green Bay Avenue, Milwaukee, WI 53209 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for HVAC Systems and Related Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

**1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires August 12, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.



Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship for a period of one year for Equipment and Products and ninety days for Services. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Supplier will provide its standard proposal terms and conditions with specific scope for all task orders under this Contract. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## **7. CUSTOMER SERVICE**

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

#### **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

#### **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the

circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

### **11. INDEMNITY AND HOLD HARMLESS**

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, to the extent resulting from negligence or willful misconduct in the performance of this Contract by the Supplier or its agents or employees for third-party injury or death to person(s) or property or caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Supplier will not be liable for indirect or consequential damages. Vendor's liability to Sourcewell arising out of this Contract, with the exception of Supplier's indemnification obligations under this Section, shall not exceed amounts paid or payable under this Contract. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

### **12. GOVERNMENT DATA PRACTICES**

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

### **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

#### **A. INTELLECTUAL PROPERTY**

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.



- b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
- a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws. Supplier shall have the right, at its option, to: i) make the Equipment or Products non-infringing, ii) replace the infringing Equipment or Products; or (iii) on return of the Equipment or Products by Sourcewell or the Participating Entity, Supplier will refund the amounts actually paid by Sourcewell or the Participating Entity for the infringing Equipment or Products, less depreciation over a three (3) year period. Liability for infringement under this Section excludes: (i) misuse or modification of the product by Sourcewell or the Participating Entity or its employees, agents or downstream customers, (ii) use of the product or work in combination with other materials, goods, products, or services for which the product was not intended to be used (as demonstrated by Supplier's applicable product literature), (iii) failure of Sourcewell or the Participating Entity to implement any update provided by Supplier that would have prevented the claim, (iv) work that Supplier made to Sourcewell's or the Participating Entity's specifications or designs, (v) product that is not manufactured by Supplier, and (iv) claims with respect to third party hardware or software.
5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.



6. *Digital & Intellectual Property.* Use, implementation, and deployment of software and hosted software products proprietary to Supplier (“Software”) shall be subject to, and governed by, Supplier’s standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the “Software Terms”). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Supplier and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Supplier shall retain all right, title and interest in any (a) work provided to Sourcewell and any Participating Entities, including without limitation, all software source and object code, documentation, technical information or data, specifications and designs and any changes, improvements or modifications thereto (“Deliverables”), and (b) Know-How (defined below) employed by Supplier in the creation of the Deliverables or performance of the associated work, whether known to Supplier prior to, or developed or discovered or acquired in connection with, the performance of its obligations under this Contract. Ownership of all Deliverables and Know-How shall vest solely in Supplier and no Deliverables shall be deemed “works made for hire.” Without limiting the generality of the foregoing, ownership of all source files used in the course of performing all associated work shall remain the exclusive property of Supplier. For purposes of this Contract, “Know-How” means any know-how, processes, techniques, concepts, methodologies, tools, analytical approaches, database models and designs, discoveries, and ideas furnished, produced by, developed, or used by Supplier in the creation or provision of the Deliverables or in the performance of the Services, Products or Equipment, and any changes, improvements, or modifications thereto or derivatives thereof. Additional terms and conditions or other required transaction documentation related to Software Terms may be addressed directly between a Participating Entity and Supplier depending upon the Software or offering, including any applicable terms and conditions related to any Software subscriptions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

#### **15. FORCE MAJEURE**

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

#### **16. SEVERABILITY**

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

#### **17. PERFORMANCE, DEFAULT, AND REMEDIES**

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## 18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or

“work” performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

## **21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 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 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 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. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.



C. 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 C.F.R. § 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. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 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 C.F.R. § 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. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require 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). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 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 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 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. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must 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. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must 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.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation



and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

**22. CANCELLATION**

Sourcwell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcwell

Johnson Controls, Inc.

DocuSigned by:  
*Jeremy Schwartz*  
C0FD2A139D06489...

DocuSigned by:  
*Jeremy L Rainwater*  
DD49E8F7B6E24C5...

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

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

Jeremy Schwartz

Jeremy L. Rainwater

Title: Chief Procurement Officer

Title: VP & GM HVAC and Controls North America

10/7/2021 | 8:54 PM CDT

10/14/2021 | 5:51 PM CDT

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved:

DocuSigned by:  
*Chad Coquette*  
7E42B8F817A64CC...

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

Chad Coquette

Title: Executive Director/CEO

10/14/2021 | 5:53 PM CDT

Date: \_\_\_\_\_

# RFP 070121 - HVAC Systems and Related Services

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## Vendor Details

Company Name: Johnson Controls, Inc.  
Does your company conduct business under any other name? If yes, please state: MD  
Address: PO Box 246  
Chesapeake City, Maryland 21915  
Contact: Tom Staves  
Email: thomas.staves@jci.com  
Phone: 443-676-8813  
Fax: 443-676-8813  
HST#: 39-0380010

## Submission Details

Created On: Thursday June 03, 2021 10:17:10  
Submitted On: Thursday July 01, 2021 10:19:53  
Submitted By: Tom Staves  
Email: thomas.staves@jci.com  
Transaction #: 3a12fdca-b2a1-4826-b500-969a9b2c8b16  
Submitter's IP Address: 104.129.195.1

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**Specifications****Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

| Line Item | Question   | Response *  |
|-----------|--|---|
| 1         | Proposer Legal Name (one legal entity only):   | Johnson Controls Inc.   |
| 2         | Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.  | Johnson Controls Canada, LP<br>Johnson Controls Security Solutions  |
| 3         | Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.   | Johnson Controls does not have any applicable assumed names.<br>Johnson Controls, Inc. has previously operated under two (2) former names:<br>1. Johnson Service Company from July 10, 1902 to November 11, 1974<br>2. Johnson Electric Service Company from July 31, 1900 to July 10, 1902 |
| 4         | Proposer Physical Address:   | 5757 North Green Bay Avenue Milwaukee, WI 53209   |
| 5         | Proposer website address (or addresses):   | www.JohnsonControls.com   |
| 6         | Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract): | Jeremy L Rainwater, VP & GM HVAC and Controls North America<br>5757 North Green Bay Avenue Milwaukee, WI 53209<br>jeremy.l.rainwater@jci.com<br>414-524-1200  |
| 7         | Proposer's primary contact for this proposal (name, title, address, email address & phone):  | Tom Staves<br>Cooperative Program Manager<br>705 Digital Drive, Suite N, LINTHICUM HEIGHTS, MD 21090-2267<br>Thomas.Staves@JCI.com<br>443-676-8813  |
| 8         | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):   | Andrew Pergande, Director Commercial Optimization<br>5757 North Green Bay Avenue Milwaukee, WI 53209<br>Andrew.Pergande@jci.com<br>414 524 6937   |

**Table 2: Company Information and Financial Strength**

| Line Item | Question | Response * |
|-----------|----------|------------|
|-----------|----------|------------|

|    |   |   |
|----|---|---|
| 9  | Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.  | <p>Johnson Controls is a global diversified technology and multi-industrial leader serving a wide range of clients in more than 150 countries. Our Performance Infrastructure business, which operates independently, and specifically is responsible for the successful delivery of guaranteed savings projects and other alternative funding projects delivers world-class solutions that address our clients' energy and infrastructure needs. Our solutions leverage our experience from thousands of higher education projects across the country matched to the specific requirements and needs of the client and their facilities.</p> <p>Our company has its very roots in the energy efficiency business. In 1883, Warren S. Johnson, a professor at the State Normal School in Whitewater, Wisconsin, received a patent for the electric room thermostat. His invention launched the building control industry. Johnson Controls with over \$30 billion of revenue in 2017, recently Johnson Controls merged with Tyco to become a global leader in building systems, energy storage, and integrated security and fire.</p> <p>Johnson Controls is a pioneer in developing performance contracting as a viable means by which to update facilities and make them more cost-effective to operate. We have implemented more than 3,000 performance contracting agreements – all with guaranteed savings since 1983.</p> <p>Core Values, Business Philosophy Johnson Controls Values:<br/> <b>INTEGRITY FIRST:</b> We promise honesty and transparency. We uphold the highest standards of integrity and honor the commitments we make.<br/> <b>PURPOSE LED:</b> We believe in doing well by doing good and hold ourselves accountable to make the world a better place through the solutions we provide, our engagement in society, the way we do business, and our commitment to protect people and the environment.<br/> <b>CUSTOMER DRIVEN:</b> We win when our customers win. Our long-term strategic relationships provide unique insights and the ability to deliver exceptional customer experiences and solutions.<br/> <b>FUTURE FOCUSED:</b> Our culture of innovation and continuous improvement drives us to solve today's challenges while constantly asking 'what's next.'<br/> <b>ONE TEAM:</b> We are one team, dedicated to working collaboratively together to create purposeful solutions that propel the world forward.</p> <p>Industry Longevity Related To The Requested Equipment:<br/> Johnson Controls paints an impressive picture, with 130+ years of innovation and over four million customers. Johnson Controls is a global diversified technology and multi-industrial leader serving a wide range of customers. Our commitment to sustainability dates back to our roots in 1885, with the invention of the first electric room thermostat. Johnson is committed to helping our customers win and creating greater value for all of our stakeholders through a strategic focus on buildings and energy growth platforms.</p> <p>Products Or Services<br/> Johnson Controls offers best-in-class technologies, products, installation, and service capabilities across building management, fire, security, sensors/controls, HVAC, industrial refrigeration, and energy storage solutions. Our offering includes total support for all fire alarm, fire detection, fire protection, integrated security, HVAC, Building Controls, healthcare communications, and sound/communications needs. Our capabilities include design, engineering development, integration, installation, project management, programming, testing, commissioning, training, warranty support, and post-warranty service. Our Technicians are highly trained and use state-of-the-art test equipment to ensure high-quality results and are trained to perform related repairs, in addition to inspections and responding to emergency maintenance requirements. Our life safety services are "Best-Value" for the following reasons:<br/> - Specialized inspection teams trained to identify and correct problems before they occur, thus preventing costly nuisance alarms and unnecessary downtime.<br/> - Experienced technicians ensure that repairs are done right and promptly. Standardized reporting and documentation.<br/> - Customized service plans to meet any customer's needs.<br/> Our organization provides local support from our North American network of over 150 local offices in the United States and Canada. Each office functions as a "one-stop-shop" providing parts, supplies, and equipment specific to each of the clients it serves.</p> |
| 10 | What are your company's expectations in the event of an award?  | Johnson Controls expects to build upon our previous contract 030817-JHN successes. Though we had tremendous adoption by our sales teams, there is still much work that needs to be done to maximize the sales potential including launching Canada. We are looking to add additional personnel to our corporate sales team to manage field training, business development, and direct sales. An annual budget has been submitted to assist in the development of additional collateral and E-marketing campaigns and plans to attend local/ regional trade shows to promote our participation in the program.   |
| 11 | Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.  | Johnson Controls Inc is a wholly-owned indirect subsidiary of Johnson Controls International plc, a publicly owned company listed on the New York Stock Exchange (ticker: JCI). As a wholly-owned subsidiary, Johnson Controls Inc's financial results are consolidated in the financial statements of Johnson Controls International plc. In Fiscal Year 2020, Johnson Controls saw net revenue of \$22.3 billion with positive cashflow. Johnson Controls enjoys a strong balance sheet with \$10 billion in assets against \$8.2 billion in total liabilities. Total shareholders' equity was \$17.4 billion for FY 2020. We have provided the Johnson Controls 2020 Annual Report, credit and bond ratings, letters of credit, and detailed reference letters   |
| 12 | What is your US market share for the solutions that you are proposing?  | <p>Johnson Controls does not divulge market share for equipment categories, however, we can report on our North American market share for the following services:</p> <ul style="list-style-type: none"> <li>- Energy Saving Performance Contracting: 14%</li> <li>- P3: 36%</li> <li>- Service and Maintenance: 3%</li> </ul> <p>These values include both the US and Canada.</p>  |
| 13 | What is your Canadian market share for the solutions that you are proposing?  | See answer to question 12.  |
| 14 | Has your business ever petitioned for bankruptcy protection? If so, explain in detail.  | Johnson Controls has never petitioned for bankruptcy protection.  |
| 15 | <p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p> | B) Johnson Controls is a manufacturer and service provider with an extensive network of sales and service branches that are 100% company-owned. The branch network provides equipment, installation, and service for HVAC, security, fire, and Performance Contracting (PC) needs.  |

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|----|---|---|
| 16 | If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP. | <p>When selecting a company to provide HVAC systems and service, you want to choose a proven contractor that is responsible, experienced, and has employees with the expertise and knowledge to work efficiently and help you make the best choices for your facilities.</p> <p>In addition to professional licenses in all 50 states and 10 Canadian Provinces, our team members hold licenses, certifications, and accreditations by various professional organizations. Professional certification or accreditation indicates a certain proven amount of knowledge and experience in a particular subject area.</p> <p>To earn many of these credentials (e.g., LEED Accredited Professional), applicants are required to have experience in the field as well as pass a comprehensive examination administered by a third party. By regularly maintaining their certifications, our employees ensure they continue their education and keep pace with industry trends and standards.</p> <p>Please see the "Johnson Controls Certification Table" uploaded as a separate file. This table identifies just a few of the professional certifications held by Johnson Controls team members, relevant to HVAC equipment and services and energy efficiency projects. Beyond the dedicated resources for a project, our team can seek additional support from a variety of certified professionals at the regional and national level, as represented here.</p> |
| 17 | Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.  | Johnson Controls has been in business for well over 100 years and operates from about 120 offices in all North America. To the best of our knowledge and information, neither company, as a corporate entity, nor any of its branch or satellite offices have been suspended or debarred by any federal, state, provincial, or municipal public agency.   |

**Table 3: Industry Recognition & Marketplace Success**

| Line Item | Question | Response * |
|-----------|----------|------------|
|-----------|----------|------------|

|    |   |  |
|----|---|--|
| 18 | Describe any relevant industry awards or recognition that your company has received in the past five years  | <p>Our organization participates in a wide range of activities and has been recognized in several unique areas. The following information highlights some key examples.</p> <p><b>SUSTAINABILITY AND CORPORATE SOCIAL RESPONSIBILITY</b><br/>                 2019 World's Most Ethical Company<br/>                 12 selections since 2007 (March 2020, selected for the 13th time) Ethisphere Magazine<br/>                 100 Best Corporate Citizens, 2019<br/>                 Transparency and social responsibility, since 2006<br/>                 Corporate Responsibility Magazine<br/>                 2019 Best Corporate Citizens<br/>                 Community involvement, environmental impact, and fair employee treatment.<br/>                 Forbes Magazine<br/>                 Change the World, 2018<br/>                 Companies that are doing well by doing good<br/>                 Fortune Magazine<br/>                 AAA Rating<br/>                 Environmental, social, and governance MSCI Socially Responsible Indices Carbon Clean 200<br/>                 Biggest public companies ranked by green energy revenues<br/>                 Corporate Knights and As You Sow<br/>                 Energy Star Most Efficient 2020 Most efficient products<br/>                 Energy Star<br/>                 Environmental Leader Project of the Year<br/>                 For partnership with The University of Hawai'i (UH) Maui College Environmental Leader and Energy Manager Today<br/>                 Top Project Judges' Choice Award for its impressive strides in sustainability and renewable energy<br/>                 Environmental Leader and Energy Manager Today<br/>                 Environment + Energy Leader 100<br/>                 Terrill Laughton, VP, and GM of Energy Optimization and Connected Equipment Environmental Leader and Energy Manager Today</p> <p><b>INNOVATION</b><br/>                 Johnson Controls Top 100 Global Innovators, 5-time winner<br/>                 Most innovative corporations and institutions in the world, 2016, 2017, 2019, 2019,2020<br/>                 Clarivate Analytics<br/>                 Overall IoT Company of the Year, 2020<br/>                 Top companies, technologies, and products in the global Internet of Things (IoT) market<br/>                 IoT Breakthrough<br/>                 Most Intelligent Building – Corporate Headquarters (Bee'ah's new headquarters in the UAE)<br/>                 Optimize energy efficiency, make the best use of available space and help the building's occupants be more productive<br/>                 Digie Award</p> <p><b>QUALITY / PRODUCTS</b><br/>                 Our organization participates in a wide range of activities and has been recognized in several unique areas. The following information highlights some key examples.<br/>                 Humanitarian Award, 2019<br/>                 Fire Commissioner's Humanitarian Award<br/>                 Fire Department of the City of New York Foundation Sustainability Product of the Year<br/>                 The YORK® Mission Critical Direct Evaporative Cooling Air Handling Unit in the 2019 Sustainability Awards. The awards honor those who have made sustainability an integral part of their business practice.<br/>                 The Business Intelligence Group<br/>                 Edison Award<br/>                 Environmentally Friendly Solutions sub-category of the Energy and Sustainability award category<br/>                 The Edison Awards annually honor excellence in human-centered design and innovation<br/>                 Five honors in the 2019 Brandon Hall Group Human Capital Management Excellence Awards<br/>                 Innovative learning solutions and sales training programs that help improve the human capital management space, achieve results and provide meaningful careers<br/>                 Brandon Hall Group<br/>                 YORK® YHAU CGN Absorption Chiller – Heater<br/>                 Use of a natural refrigerant (water) that offers zero ozone depletion and global warming potential<br/>                 New Products for Engineers<br/>                 2018 IW Best Plants Winner, Norman OK plant<br/>                 Operational excellence<br/>                 Industry Week<br/>                 Four 2019 World Class Briefing Awards for its excellence in management, planning, customer experience, and measurement<br/>                 Association of Briefing Program Managers<br/>                 Most Intelligent Building – Corporate Headquarters (Bee'ah's new headquarters in the UAE)<br/>                 Optimize energy efficiency, make the best use of available space and help the building's occupants be more productive<br/>                 Digie Award</p> <p><b>WORKFORCE DIVERSITY</b><br/>                 Grady Crosby, vice president of public affairs and chief diversity officer honored with the 2019 Business Champion award<br/>                 Commitment to creating a diverse and inclusive workforce<br/>                 African American Chamber of Commerce<br/>                 Top 50 Employers for Women Engineers, 2019<br/>                 Readers of Woman Engineer were asked to name the employers for whom they would most like to work or that they believe would provide a positive working environment for women<br/>                 Women Engineer<br/>                 50 Best Companies for Diversity Dec. 2018<br/>                 Black Enterprise Magazine Top Employer – China, 2019<br/>                 For exceptional employee conditions, nurturing and developing talent throughout all levels of the organization and striving to optimize its employment practices and to develop its employees<br/>                 Top Employers Institute, China 2019<br/>                 Best of the Best for U.S. Veterans<br/>                 Top Veteran-Friendly Companies<br/>                 U.S. Veteran's Magazine<br/>                 2019 Sustainability Awards and Recognition does not include most recognition bestowed to specific locations and individual employees by organizations around the world for our employees' work to build a sustainable world and does not include sustainability indices to which Johnson Controls was named. This list is representative but not exhaustive of global sustainability honors and awards.</p> |
| 19 | What percentage of your sales are to the governmental sector in the past three years  | 26%  |
| 20 | What percentage of your sales are to the education sector in the past three years   | 18%  |
| 21 | List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years? | NCPA - \$3,865,224<br>TIPS - \$2,281,196<br>NASPO - \$6,036,765<br>OMNIA - \$1,500,000 (1st yr of agreement)   |

|    |  |   |   |
|----|--|---|---|
| 22 | List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years? | GSA - 084 190CA \$11,680,149<br>GSA-03FAC 0060P \$5,131,971 | * |
|----|--|---|---|

**Table 4: References/Testimonials**

**Line Item 23.** Supply reference information from three customers who are eligible to be Sourcewell participating entities.

| Entity Name *              | Contact Name *  | Phone Number *                                      |   |
|----------------------------|-----------------|---|---|
| Brainerd Public Schools    | Earl Wolleat    | 218-454-6906<br>earl.wolleat@isd181.org             | * |
| Castlewood School District | Dawn Wiersma    | 605-793-2351<br>dawn.wiersma@k12.sd.us              | * |
| Watertown School District  | Heidi Clausen   | 605-882-6314<br>heidi.clausen@k12.sd.us             | * |
| Fort Bend County           | Taral Patel     | 281-341-8608<br>taral.patel@fortbendcountytexas.gov |   |
| Marshall County            | Roger Haugtvedt | 218-745-4951<br>rodger.haugtvedt@co.marshall.mn.us  |   |

**Table 5: Top Five Government or Education Customers**

**Line Item 24.** Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

| Entity Name                                  | Entity Type * | State / Province *             | Scope of Work *  | Size of Transactions *      | Dollar Volume Past Three Years * |   |
|--|---------------|--------------------------------|--|-----------------------------|----------------------------------|---|
| Western Regional Integrated Health Authority | Government    | NL - Newfoundland and Labrador | P3, service, controls  | \$322.00 – \$109,274,268.00 | \$109.3M                         | * |
| Corvias Group - Public Housing               | Government    | Florida - FL                   | Work for this entity took place in multiple states.<br>Performance Contracting infrastructure improvements | \$61,531 – \$43,968,914     | \$97M                            | * |
| CUNY - The City University of New York       | Education     | New York - NY                  | Service, Chiller plant upgrade, hot water BMS extension, security cameras, various infrastructure upgrades | \$5,620 – \$24,724,109      | \$35.9M                          | * |
| City of Toledo                               | Government    | Ohio - OH                      | Performance Contract, various HVAC upgrades, automated meters, controls, service                           | \$334 - \$75,390,135        | \$75.9M                          | * |
| School District of Philadelphia              | Education     | Pennsylvania - PA              | Performance Contract, fire alarm, controls, various mechanical HVAC equipment upgrades                     | \$3,986 - \$24,000,000      | \$64.4M                          | * |



**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

| Line Item | Question   | Response *  |
|-----------|--|---|
| 25        | Sales force.   | Johnson Controls has 1740 sales personnel in North America working out of more than 160 branch offices. Our sales professionals are full-time employees. Most of the North American employees are full time with less than 1.5% being temporary or part-time.   |
| 26        | Dealer network or other distribution methods.  | Johnson Controls, Inc. does utilize a minimal amount of Agents at strategic locations throughout the USA. These Agents will be required to work through a local branch when using the Sourcewell contract to ensure pricing integrity and contract compliance. For those dealers that eventually want to sell direct, they will be required to go through a training program and a contract modification will be submitted to add them as an approved Dealer/Agent.   |
| 27        | Service force.   | As mentioned previously, we understand the importance of having a local presence in the communities we serve. This is why we have over 4,800 front-line service providers nationwide in over 160 branch locations. These service providers are direct employees of Johnson Controls.  |
| 28        | Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.  | <p>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. In most North American locations, we have the capability to answer emergency calls within two hours of the original call if required by the customer. Once issues are logged via our 24-hour emergency number, a record of the emergency is made for tracking purposes, and a service team member or members will be dispatched to the site of the issue.</p> <p>We also provide next-day service for routine service calls. We guarantee to answer emergency calls within 24 hours of your call and have technicians available 24-hours a day, seven days a week.</p> <p>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.</p> <p>Some very remote locations may be more than 2-hours away from a service branch. In those cases, we may install additional technology to enable us to detect, analyze, and possibly remedy problems remotely. Another option is establishing a connection to our Remote Operations Center who can then detect, report, and fix problems as they occur. In some cases, we have subcontracted with a local firm that can provide service within the 2-hour window.</p> <p>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 systems, 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 the community of a local service provider.</p> <p>The Johnson Controls E-Service tool provides a customer portal where Sourcewell members can access information related to their building(s) and service jobs, including details about service history, service requests, agreements, and invoices. From the main portal page, they can also review news articles and connect directly to various offerings.</p> <p>Our service branches are certified to service a wide range of facility infrastructures including the following:</p> <ul style="list-style-type: none"> <li>Building automation control systems</li> <li>Chiller and refrigeration equipment</li> <li>Boilers and associated heating systems</li> <li>Air handling equipment and large fans</li> <li>Hydronic equipment including pumps and cooling towers</li> <li>Pneumatic air systems (control and process)</li> <li>Fire alarm systems</li> <li>Security and card access control systems</li> <li>Low and high voltage electrical systems</li> <li>Packaged rooftop units and unitary heat/cooling equipment</li> </ul> <p>Maintenance</p> <p>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 a 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.</p> <p>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 is equally important in a successful strategy.</p> <p>Reactive Maintenance<br/>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>Predictive Maintenance<br/>Checking the condition of the equipment as it operates. Equipment conditions, rather than time intervals, determine the need for service.</p> <p>Preventative Maintenance<br/>Scheduling maintenance at specific times offers the first line of defense against failure.</p> <p>Proactive Maintenance<br/>Addresses root causes identified by predictive methods. It isolates and corrects the sources of failure altogether.</p> |
| 29        | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.   | Johnson Controls will support all geographic areas and market sectors of the United States through the proposed contract. We will be offering and promoting an awarded contract to all Sourcewell member segments and verticals through the proposed contract.  |
| 30        | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.  | Johnson Controls frequently provides products and services to customers in Canada, and will gladly support Sourcewell Canadian members. We have successfully managed, engineered, and implemented more than \$550 million in performance contract projects across Canada, which represents over \$600 million in guaranteed savings. We have 20 branch offices located throughout Canada, which enables us to provide HVAC systems and services to all provinces, Yukon Territory, the Northwest Territories, and Nunavut.  |
| 31        | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.   | Johnson Controls can service all geographic areas of the United States and all Sourcewell Member sectors. We have an international presence and an extensive presence in the United States and Canada. We provide HVAC systems and services to all markets and sectors and have entire teams dedicated to State Government, Higher Education, K-12 Schools and Districts, Local Government, Federal Government, Healthcare, and Public Housing.   |
| 32        | Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract? | Johnson Controls, Inc. can service all geographic areas in North America across all entity sectors with no limitations.   |
| 33        | Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.   | Johnson Controls operates offices located in HI, AK, and US Territories. There will not be any additional charges to service customers located within these areas unless they are more than our standard branch response area of 1 hours' travel from the nearest Johnson Controls office.  |

**Table 7: Marketing Plan**

| Line Item | Question   | Response *   |
|-----------|--|--|
| 34        | Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response. | <p>Our proposed Sourcewell marketing plan includes a coordinated effort between Johnson Controls and Sourcewell. We will continue to market the SOURCEWELL program both internally and externally via our corporate websites. Brochures will be dispensed in both hard copy and electronic format. Our team's Cooperative Program Manager, Mr. Tom Staves, will continue to oversee the program. Mr. Staves will be responsible for driving growth. He will be assisted by the following personnel who have also been supporting Sourcewell in the past. The following sales personnel will assist with the training, promotion, and direct sales to SOURCEWELL clients:</p> <p>Ms. Mary Beth Alexander - Business Development Mgr.<br/>                     Ms. Melanie LeClair - Business Development Mgr.<br/>                     Ms. Hayley Nitschke - Marketing</p> <p>The Sourcewell Logo will be added to tradeshow banners and promoted locally and nationally via numerous tradeshows our personnel attends throughout the year. We will continue to promote Sourcewell via our website. We will also distribute a form to clients. The form will be used to request additional information or schedule a meeting with a sales representative.</p>   |
| 35        | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.  | <p>We use a variety of electronic platforms to ensure contract awareness and to continually educate customers on life safety in general. Some current updates that are in process include; having a strong digital component to our advertising program that includes pay-per-click advertising. Online banner advertising, e-newsletters, links to JohnsonControls.com from key websites. We continue to make significant investments in redesigning our website and implementing marketing automation software that integrates with salesforce.com.</p> <ul style="list-style-type: none"> <li>• Update our existing customer database files for known Sourcewell members</li> <li>• Continuous refresh/updates to the Internet (as stated, there will be a dedicated page to Sourcewell)</li> <li>• Conduct Emailer campaigns</li> <li>• We have launched a very successful webinar series "Learn from the Leader" that takes on a new industry-related topic once per quarter. Free for all that attend.</li> <li>• All Sourcewell customers will have access to Service Channel. A dedicated secure portal where inspection reports, will be uploaded, service calls can be placed, and can even check on the time until the technician arrives.</li> <li>• Will promote via newsletter and corporate announcement</li> </ul> |
| 36        | In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?                                | <p>Johnson Controls entities have had tremendous success with our previous Sourcewell awards. As you see we have many of the same customers still with us under Sourcewell and have greatly expanded the program. We continue to make improvements and build upon past successes and learn from our experiences. Affiliated companies including Johnson Controls Security Solutions, Johnson Controls Canada LP, and Tyco Integrated Fire and Security have the benefit of working from procedures that have been established by Johnson Controls Fire Protection.</p> <p>Our team is driven to provide efficient public service through our national contract purchasing solutions and other related programs. We are only able to do this as we work together; to create a unified purchasing alliance that is valued by both Sourcewell Members and contracted suppliers.</p> <p>We understand our sales staff will be responsible for the majority of the marketing responsibilities for this contract. We are positioned to continue to work together to support a wide range of Sourcewell clients.</p>  |
| 37        | Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.            | <p>Most of our products are designed, developed, and integrated to meet specific customer needs. SSNA products and services are purchased primarily through our local branch network.</p>  |

**Table 8: Value-Added Attributes**

| Line Item | Question   | Response *   |
|-----------|--|--|
| 38        | Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply. | <p>By partnering with Johnson Controls, Sourcewell members will have the ability to customize training to meet their needs. Our programs can be comprehensive to increase the self-sufficiency of staff or more focused to develop competencies where needed. We design our training programs in conjunction with our service offerings to protect customer investments while maximizing the efficiency of their operations. Through continuous support and professional development, we align our services with their mission.</p> <p>To create a truly focused learning experience, we carefully customize our training programs to align with your goals and objectives. To help determine what training will be required for your staff, we will work with you through a series of brief interviews and simple tests with representatives from maintenance supervisors, maintenance staff, facilities engineering, and quality control. The program steps include the following:</p> <ul style="list-style-type: none"> <li>Define current maintenance and operating procedures</li> <li>Define required maintenance and operating procedures required for new equipment</li> <li>Review training options with plant engineering and maintenance</li> <li>Determine and organize training programs, based on need and skill level, for functional groups within the facility (supervisors, maintenance staff, custodial, etc.)</li> <li>Perform training with each group using a mix of theory, hands-on practice, and maintenance manual application</li> <li>Record each session for future use by staff</li> <li>On a regular basis, repeat and redesign new needs and re-establish competency on old ones</li> </ul> <p>Johnson Controls Institute<br/>                     Professional instructors with industry experience, state-of-the-art equipment, and hands-on lab activities are hallmarks of the Johnson Controls Training Institute experience. The Institute has been widely regarded as one of the best educational sources in the building environments industry since its establishment in 1947. Each year, more than 4,000 clients and employees attend courses at our institute.</p> <p>Training is available on-site or at one of our many training centers across the U.S. On-site training features hands-on training on your own equipment. For a listing of courses, please visit our website at <a href="http://www.johnsoncontrols.com">www.johnsoncontrols.com</a>.</p> <p>Packaged Training Programs<br/>                     We realize that off-site classroom instruction is not always practical. For that reason, the Institute produces several packaged training programs to assist our clients. Convenient and effective in-house training is possible through a variety of instructional videotapes, sound/slide, and computer-based training programs produced by the Institute.</p> <p>The computer-based training programs use the power and flexibility of the computer to deliver an interactive learning experience. Interacting one-on-one with the computer, the student can gain a better working knowledge of HVAC systems, energy management concepts, and facilities management system operation. The student can review each modular lesson after the initial learning experience to refresh skills as needed.</p> <p>Branch and On-Site Instruction<br/>                     Because branch training can provide a more convenient and cost-effective alternative to our standard Institute locations, we have converted many of our more popular courses to branch training programs. We can also conduct select courses using remote seminars that allow group training of the client's facilities, systems, and equipment. On-staff Johnson Controls Institute instructors teach the remote seminars at client sites, our offices, or another convenient location depending on the needs of the client group. We use portable equipment simulators that enable employees to practice without jeopardizing building operations.</p> <p>Another option for on-site instruction is on-the-job training, which allows our engineers, technicians, and mechanics to provide instruction at your facilities. This training is excellent for practical and productive learning. Materials include course handbooks, on-site laboratory sessions, and examinations. Typical topics include energy management, HVAC systems maintenance, and facility management system operation. Finally, phone support and technical assistance are always available over the phone or during our normal client service visits.</p> |

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| 39 | Describe any technological advances that your proposed products or services offer.  | <p>Our latest technology deployment is OpenBlue, which is further described in Question 70. It is a complete suite of connected solutions that deliver impactful sustainability, new occupant experiences, and respectful safety and security that combines our 135 years of building expertise with cutting-edge technology. OpenBlue features a suite of tailored, AI-powered service solutions such as remote diagnostics, predictive maintenance, compliance monitoring, advanced risk assessments, and more.</p> <p>One of our more powerful and popular technological advances is our Connected Services. All microprocessor-based York chillers can be connected to our Remote Operations Center and monitored 24/7. This information will better prepare our chiller technicians during their service visits and alert them during abnormal operating conditions. Our team will truly be connected to your member's operations resulting in improved performance.</p> <p>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.</p> <p>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.</p> <p>This application also allows our customers to sign off on completed work, which is immediately available for viewing on the Customer Portal. This tool also gives our technicians access to the internet for updated information on third-party equipment and Johnson Controls compiled database on third-party equipment.</p>   |
| 40 | Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.   | <p>At Johnson Controls, we've been dedicated to protecting the environment since our invention of the electric thermostat in 1885, which provided a fundamental shift in the energy efficiency of buildings. Now, all over the world, our products and services empower customers and communities to consume less energy and conserve resources.</p> <p><b>Our Objectives</b><br/>Sustainability is an integral part of our vision and values. Our environmental efforts are conducted with the following objectives in mind:</p> <ul style="list-style-type: none"> <li>• Supporting our company's growth and exceeding our customers' increasing expectations for more sustainable products and services.</li> <li>• Fostering a culture of sustainability that engages and attracts people who want to make a difference.</li> <li>• Improving our operational efficiency, including lowering costs and reducing the environmental footprint of our operations and supply chain.</li> <li>• Expanding engagement with our stakeholders on environmental issues, including leading in global partnerships that increase the scale of our sustainability impact.</li> <li>• Demonstrating our commitment from the top, including the continued integration of sustainability into company goals and decision-making.</li> </ul> <p><b>Our Accomplishments</b><br/>Across our organization, we seek to continuously improve in our environmental work. We're proud and fortunate to have been included in more than 40 prestigious sustainability indexes in recent years.</p> <p>2020 World's Most Ethical Company. Our 13th year in a row to be so recognized—a record only 7 companies worldwide have ever achieved.</p> <p>100 Best Corporate Citizens, 2020. We achieved the rank of #3 in our category and #18 overall among the 100 Best Corporate Citizens for 2020, for environmental, social, and governance (ESG) transparency and performance. We were up against 1000 of the biggest companies in the US to achieve this ranking.</p> <p>MSCI AAA Status. This is Morgan Stanley's sustainability index. Only 5% of companies achieve AAA.</p> <p>S&amp;P 500 ESG Index. Even at a time when companies like Walmart, Twitter, and Honeywell were dropped from the S&amp;P index, we maintained our spot. We are included in the Dow Jones Sustainability Index as well.</p> <p>Here are just some of the reasons why we've received this recognition:</p> <ul style="list-style-type: none"> <li>• From 2002 through 2017, we are proud to have reduced our energy intensity by 47 percent and our greenhouse gas intensity by 41 percent.</li> <li>• Our efforts align with the United Nations Sustainable Development Goals, a universal call to action to end poverty, protect the planet and ensure that all people enjoy peace and prosperity.</li> <li>• We always strive to do more, which is why in 2017 we adopted a new 2025 Sustainability Strategy. 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 are committing to new, ambitious 2025 goals related to greenhouse gas emissions, energy, water, waste, safety, and diversity from a 2017 baseline.</li> </ul> |
| 41 | Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors. | <p>We are unaware of the Certification of independent products, however, Johnson Controls uses third-party software Process Map for our Environmental, Health, and Safety Information System (EHSIS) to track environment, health, and safety data from facilities worldwide. Data are reviewed routinely by qualified personnel, including the regular use of an internal audit process to check not only data in the system but also site-level checks of original records and other aspects. At times, we engage assistance from third-party environmental, health and safety, and ISO consultants for site-specific audits. This includes using, for some sites, certified registrars to validate and certify our operations to various quality, environmental, six sigma, and safety standards, e.g., ISO 9000, ISO 14001, OHSAS 18001. Additionally, filings with environmental, health and safety, and other regulatory agencies are routinely checked internally and by the applicable regulatory agency.</p>  |
| 42 | Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.    | <p>Johnson Controls is a leader in supplier diversity. Since 1993, we have spent more than \$22 billion with certified women- and minority-owned suppliers. Globally, we have included more than 300 diverse and historically underutilized companies into more than 30 product and service procurement categories to support our customer solutions.</p> <p>Johnson Controls' supplier diversity program is successful because of accountability, training, and supplier diversity processes that extend into our customer and supplier networks.</p> <p>Supplier diversity is approached as a discipline that is not confined to one department, geography, or an elite group of star performers. All of the operational, commercial, and advanced supplier diversity activities are tied together with standardized processes company-wide.</p>   |

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| <p>43</p> | <p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p> | <p>Sourcewell members can ensure their project produces significant energy savings and the highest return on investment by selecting a company with extensive HVAC System and Service experience and a nationwide branch network that ensures expert local service in every market in North America.</p> <p>Unparalleled Experience</p> <p>By selecting Johnson Controls, Inc. (Johnson Controls), Sourcewell members will engage an industry leader that has implemented over 3,000 ESPC projects over the past 30+ years and helped pioneer the ESPC industry in the 1980s. We are the national leader in HVAC Systems and services with a greater market share and more experience than any of our competitors. We currently hold over \$6 billion in performance-based guarantees through approximately 615 projects across North America.</p> <p>This experience ensures that Sourcewell members can realize a high-performance project that is designed, implemented, commissioned, and serviced by reliable experts that have successfully installed and service HVAC systems for other K- 12, higher-education, state, and local government bodies.</p> <p>We offer our customers the reliability and financial stability of a Fortune 100 company. Our sales for the fiscal year 2015 totaled \$37.2 billion. Our financial muscle is balanced by a strong code of ethics. For the tenth year in a row, Johnson Controls has been named one of the "World's Most Ethical Companies" by the Ethisphere Institute. Corporate Responsibility Magazine has also recognized Johnson Controls as the #14 company in its annual "100 Best Corporate Citizens" list.</p> <p>Our long history and proven capabilities illustrate that we can perform all phases of any project and provide Sourcewell member entities with the best value through equipment upgrades, equipment maintenance, and service, training, or any combination of service that you require.</p> <p>We Are Where You Are</p> <p>Our field service branch network of 4,500 front-line service providers in over 160 branch locations shows that although Johnson Controls has a large national and international footprint, we understand the importance of having a local presence in the communities we serve.</p> <p>Our extensive branch network is 100% company-owned and operated, which enables us to share resources, expertise, innovations, and corporate values throughout the entire branch network. This enables all of our branch employees to benefit from the experience and lessons learned on projects we perform across the nation and around the world. No other Energy Services Company (ESCO) has a similar network.</p> <p>By investing in local branch locations, we enable local decision-making authority that makes it easier to respond to the needs of customers in a timely manner. Our investment also helps support the communities where we live and work.</p> <p>Flexibility and Consistency</p> <p>Sourcewell members can benefit from our established and uniform development and implementation approaches that provide a consistent level of service and expedited delivery. We will apply the same management approach at a small-town school district, as we will for a world-renowned University or large state customer with highly dispersed facilities. This ensures that each project meets our standards of quality, safety, and maximum return on investment for our customers.</p> <p>With a large number of resources available to our teams, we are able to provide projects with additional staff to meet aggressive deadlines. Additionally, our ability to streamline the development, procurement, and implementation processes ensure faster upgrades of facilities so our customers will realize savings sooner.</p> <p>Safety</p> <p>At Johnson Controls, we realize safety is just as important to you as it is to us. From onsite field employees to corporate offices, safety is built into all the services we provide.</p> <p>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.</p> <p>Commitment to Diversity</p> <p>For any project we undertake, we endeavor to maximize participation from minority-owned and Historically Underutilized Businesses (HUBs). This is an increasingly important goal for many of our customers and benefits Johnson Controls by expanding our pool of available talent in each marketplace.</p> <p>We have more than 700 diverse suppliers representing more than 50 product and service categories. Approximately 7% of Johnson Controls' outside purchases are made with diverse suppliers and contractors with minority purchases making up approximately 80% of the spend. The remaining external purchases are from women-owned firms and firms designated by government agencies as small or disadvantaged businesses.</p> <p>Because of these efforts, Johnson Controls has joined the elite Billion Dollar Roundtable, an organization comprised of only 24 U.S. corporations that spend more than \$1 billion annually with minority- and women-owned businesses.</p> <p>Commitment to Sustainability</p> <p>Sustainability is a cornerstone of our business. We create sustainable solutions through all of our workstreams and practice what we preach as a corporation. Our corporate headquarters campus in Glendale, Wisconsin represents the largest concentration of LEED Platinum buildings with four awarded buildings in one site.</p> <p>Since 2002, we have publicly 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 2015 Sustainability Report is available for you to view online at:</p> <p><a href="http://www.johnsoncontrols.com/corporate-sustainability/reporting-and-policies/business-and-sustainability-report/environmental-leadership">http://www.johnsoncontrols.com/corporate-sustainability/reporting-and-policies/business-and-sustainability-report/environmental-leadership</a></p> |
|-----------|---|---|

**Table 9A: Warranty**

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

| Line Item | Question  | Response *   |
|-----------|---|--|
| 44        | Do your warranties cover all products, parts, and labor?  | Our warranty structure is set forth to protect our clients against faulty products installed by or workmanship completed by our personnel. Our warranties cover all products, parts, and labor associated with the Johnson Controls installed or serviced system.  |
| 45        | Do your warranties impose usage restrictions or other limitations that adversely affect coverage?   | There are no usage limitations in our warranty system for Johnson Controls installed or serviced systems.  |
| 46        | Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?   | Technician travel time and mileage to perform warranty repairs are covered under our warranty program.   |
| 47        | Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair? | Due to the presence of our company-owned district offices throughout North America, we are not aware of any geographic region where we cannot provide warranty repair services.  |
| 48        | Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?  | As indicated above, our policy states we will warranty a system installed by our technicians for a period of 1 year from the date of the customer's beneficial use. Service parts carry a 90-day warranty from the date of installation by a qualified technician. Different manufacturers may offer their own equipment warranties that cover the replacement cost of specific system components  |
| 49        | What are your proposed exchange and return programs and policies?   | According to the specific terms of each client's agreement, we can exchange a faulty piece of equipment or system component under warranty for its current equivalent. Equipment that cannot be repaired, or that is part of a legacy system no longer supported, will be replaced at the client's request.  |
| 50        | Describe any service contract options for the items included in your proposal.  | <p><b>Maintenance</b><br/>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 a 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.</p> <p>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 is equally important in a successful strategy.</p> <p><b>Reactive Maintenance</b><br/>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><b>Predictive Maintenance</b><br/>Checking the condition of the equipment as it operates. Equipment conditions, rather than time intervals, determine the need for service.</p> <p><b>Preventative Maintenance</b><br/>Scheduling maintenance at specific times offers the first line of defense against failure.</p> <p><b>Proactive Maintenance</b><br/>Addresses root causes identified by predictive methods. It isolates and corrects the sources of failure altogether.</p> |

**Table 9B: Performance Standards or Guarantees**

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

| Line Item | Question   | Response *  |
|-----------|--|---|
| 51        | Describe any performance standards or guarantees that apply to your services                             | <p>Johnson Controls utilizes a total quality management approach across Canada and throughout North America. Johnson Controls develops a clear picture of our customer's definition of quality service, from that we generate a defined set of objectives that form the basis of our performance standard.</p> <p>This method will ensure that Johnson Controls clearly understands and proactively participates in exceeding all of a customer's goals, and in our ability in achieving your expectations for customer satisfaction.</p> <p>Johnson Controls team and individual performance goals are set to a level exceeding the customer's acceptable performance standard. Performance evaluations are based on the team's success in achieving overall project goals; thus, teams are motivated to apply persistent, dedicated, and focused effort to overachieve their goals.</p> <p>Our Performance Infrastructure team provides guarantees for our Performance Contracting projects.</p> <p>For a Performance Contract, Johnson Controls guarantees the savings amount in the contract.</p> <ul style="list-style-type: none"> <li>- We begin monitoring the savings performance at the onset of the construction period and continue throughout the guarantee period. At the same time, we suggest and implement operational enhancements to fine-tune the overall performance.</li> <li>- We monitor savings during the year, produce scheduled reports that describe the results and reconcile the guarantee at the end of each year (or as dictated by the M&amp;V plan).</li> <li>- If the dollar savings are equal to or greater than the guarantee amount, customers receive all of the excess benefits. If there is a shortfall, Johnson Controls will pay the difference between the actual and the guaranteed amount in the form of a check or as additional equipment and services.</li> <li>- We repeat the annual tracking and reconciliation process each year throughout the term of the agreement.</li> </ul> |
| 52        | Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.) | A schedule of values is provided with each proposal that provides details of the service or product being provided, outlines timelines, billing, and responsible parties. There are standard communication and response time protocols that will be outlined at the task-order level.   |



**Table 10: Payment Terms and Financing Options**

| Line Item | Question  | Response *   |
|-----------|---|--|
| 53        | Describe your payment terms and accepted payment methods?   | Payment terms are NPR 30 for all invoices. For contracting sales, a schedule of values will be outlined regarding payment intervals throughout the installation process including after-warranty PSA.  |
| 54        | Describe any leasing or financing options available for use by educational or governmental entities.  | It is the intent of Johnson Controls to utilize Sourcewell Approved Leasing Vendor NCL for potential financing of our Sourcewell opportunities.<br>Our organization offers various financial solutions in an effort to remain focused on the financing needs of its customers. Program offerings include:<br>Direct Purchase<br>Fair Market Value (FMV) Purchase Option<br>10% Purchase Option   |
| 55        | Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders. | Systems and Services North America has a wholly-owned branch network that provides proposals directly to customers for requested product or service purchases. Each proposal procured through the Sourcewell contract will be marked in Salesforce as a Sourcewell Cooperative and will have the Sourcewell contract number and will be logged. Additionally, services are quoted and tracked using the Sourcewell "buying group" Upon customer award and invoiced, these sales will be reported to Sourcewell quarterly |
| 56        | Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.  | Johnson Controls will utilize standard commercial quoting tools when quoting Sourcewell opportunities. The primary systemic tools utilized to build proposals are Selection Navigator, Yorkworks, and NxGen when quoting services. Standard JCI commercial terms are incorporated into these proposals.  |
| 57        | Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?  | We do accept P-card procurement and payment, and we do not pass on any fees to the customer.   |

**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

| Line Item | Question  | Response *   |
|-----------|---|--|
| 58        | Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.                              | This agreement will apply to all Johnson Controls Systems and Services North America (SSNA) branches across the United States. Johnson Controls strives to be a company that is easy to do business with. Therefore, our approach for this opportunity is to keep our pricing model simple, easy to use, and transparent.<br><br>Labor Rates<br>For labor rates, each branch location has published street labor rates that are competitive in their local markets. We will be using the approach discounting 10% off of our local branch published street rates (benchmark: Our labor pricing approach is the same approach utilized by Johnson Controls for GSA Schedule 84, which can be used by most state and local government entities). Local labor rates change annually.<br><br>Equipment, Controls, and Solutions<br>For equipment, controls, fire / Security alarm, and parts manufactured by Johnson Controls, our approach is to discount off of our North American List Price (NALP) or List Price depending upon the pricing tool being utilized.<br>For outside purchased HVAC equipment, controls, fire, security, technology equipment, and miscellaneous components, our approach is to mark up over our cost.<br>HVAC Specialty Air Quality Products are custom built, so pricing will vary<br>For miscellaneous 3rd party parts, mechanical subcontracts, electrical subcontracts, piping subcontracts, insulation subcontracts, job services such as cranes, facilities assessments, job specific tools, management & engineering services and surveys, our approach is to mark up over our cost as verified by 3rd party invoice to Johnson Controls. |
| 59        | Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.  | Discounts vary based on equipment and labor. Maximum equipment discounts are 55%.  |
| 60        | Describe any quantity or volume discounts or rebate programs that you offer.  | Volume discounts will be considered on a project-by-project basis. Most SSNA solutions are customized for each facility and do not qualify for volume discounts.   |
| 61        | Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.  | We supply these items at cost + 30%.   |
| 62        | Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer. | Proficiency and Risk (PR) Fee:<br><br>Due to unforeseen conditions and/or circumstances on all proposals Johnson Controls includes PR assessments. The PR fee averages 5%, of the total sell price depending on the risk it could be as high as 10% or as low as 2%.<br><br>In our existing Sourcewell Contract 030817-JHN, this PR Fee has consistently been included in our proposals under miscellaneous as it is part of our systemic pricing tools. Johnson Controls wants to provide customers with complete transparency of our pricing.  |
| 63        | If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.  | Shipping costs are included, as is disposal.   |
| 64        | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.   | Shipping costs are included in the price.  |
| 65        | Describe any unique distribution and/or delivery methods or options offered in your proposal.   | We strive to achieve just-in-time delivery to avoid storage costs and costs associated with damage that can occur when equipment and parts are stored on-site or in a facility for any length of time. Additionally, we do not enforce your warranty until we reach substantial completion. This helps save our customers a little money by not starting the warranty period too early when the system is not yet in use.  |

**Table 12: Pricing Offered**

| Line Item | The Pricing Offered in this Proposal is: *  | Comments   |
|-----------|---|--|
| 66        | b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments. | Pricing methodology is similar to that of past award. Both B and C apply to our response. Depending upon the opportunity discounts are equal to or better than we offer to GPO's and other cooperatives. It is Johnson Controls policy to standardize pricing across Cooperatives and GPO agreements and enable the branch offices to negotiate the additional discounts on an opportunity by opportunity basis. |

**Table 13: Audit and Administrative Fee**

| Line Item | Question   | Response *  |
|-----------|--|---|
| 67        | Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.                                | Pricing calculations under the Sourcewell contract will leverage estimating tools with defined pricing discounts for Sourcewell members. This pricing methodology makes it easy for our field organization and customers to understand pricing practices. Pricing transparency is provided to the customer with each Sourcewell proposal including reference to the Sourcewell contract. Pricing for large sales often has multiple reviews (sales, sales management, and cooperative program office). Small transactional sales are sample reviewed by the cooperative program office. If a pricing discrepancy would be identified all sales by that sales rep through the Sourcewell contract would be self-audited. The sales reporting and administrative fee remittance function are independent of the field sales organization. Fee processing is completed by a centralized GPO and cooperative processing team. This process will help to eliminate issues relating to unreported sales or missing fees under the Sourcewell contract. The centralized team utilizes data contained with our Customer Relationship Management system, booking system, and cooperative proposal log to help ensure completeness in sales reporting and fee submission. |
| 68        | If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.  | Johnson Controls has established KPI's for evaluating the performance of our Cooperative Program. These internal metrics are comprised of data from both sales and finance. For example, one key metric that we utilize is the number of sales representatives that have an active Sourcewell proposal in the Sales Force pipeline  |
| 69        | Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.) | Johnson Controls proposes a 1% administrative fee. On significant opportunities, we would like to leave open our ability to further negotiate a reduction on a case-by-case basis.  |

**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

| Line Item | Question  | Response *  |
|-----------|---|---|
| 70        | Provide a detailed description of the equipment, products, and services that you are offering in your proposal. | <p>Due to character limitation on the Bid Portal, please see the "Table 14A – Depth and Breadth of Offer Equipment Products and Services" document for complete details.</p> <p>Although we have the unique capacity to self-perform most work, we also have the contract management expertise to know when it is appropriate to outsource some functions. Please see our "Subcontracting Scope of Work" document uploaded as an attachment to this response.</p> <p>HVAC System Design, Installation, and Service<br/>                     HVAC Systems:<br/>                     - Standard Air Handling Units (AHUs), Customer AHUs, AMI Modular AHUs<br/>                     - Inefficient air handling unit replacement<br/>                     - HVAC system redesign<br/>                     - Variable frequency drives<br/>                     - Heat recovery systems<br/>                     - Low leakage air dampers<br/>                     - Variable air volume systems<br/>                     - Inlet vanes for centrifugal fan<br/>                     - Demand control ventilation<br/>                     - Exhaust fans<br/>                     - Fan coil units<br/>                     - Motor replacement<br/>                     - Unit heaters/ventilators<br/>                     - Computer room unit optimization<br/>                     - Four-pipe system to two-pipe system<br/>                     - Variable volume system upgrades<br/>                     - System recommissioning<br/>                     - Duct Free Mini Split Systems<br/>                     - Invertors<br/>                     - Pumps<br/>                     - Indoor Air Quality Products and Devices: Active polarization, non-ionizing, electronic air cleaning systems intended to replace passive filtration<br/>                     - Rooftop units<br/>                     - Heat pumps<br/>                     - PTACs<br/>                     - Water source heat pumps<br/>                     - Air Terminal Devices and Heating Products<br/>                     - Lighting systems-disinfectant lighting (UVC light tech) for air handlers</p> <p>Cooling Systems:<br/>                     - Scroll, Rotary, Centrifugal, Reciprocating, Air-Cooled Chillers, Water-Cooled Chillers, Condensing Units, and Absorption Chillers<br/>                     - Chiller replacements<br/>                     - Gas fire centrifugal chillers<br/>                     - Low load chiller<br/>                     - CFC containment conversions<br/>                     - Tower free cooling<br/>                     - Commercial refrigeration</p> |

- Cooling tower upgrade
- Two speed fan motors
- Variable pitch blade cooling tower fan
- Thermal energy storage systems
- Reclaim A.C. heat rejection
- Variable flow system upgrade
- Air-Cooled Variable Refrigerant Flow Systems
- Chilled water temperature reset
- Humidity control
- Absorption chiller
- Gas-fired chiller
- Condenser auto-cleaning
- Conversion to primary secondary, including VSD on pumps
- Cooling towers De-centralization/centralization
- Free cooling

#### Energy Management and Control Systems:

- In-room control systems
- Direct digital controls
- Pneumatic control conversion
- Manual valves to automatic valves
- Air compressors
- Lab fume hood control
- Multi-system integration
- Load shedding
- Demand management
- Staging / lead-lag
- Optimum start / stop

#### Heating Systems:

- Heating system redesign and optimization
- Boiler replacement
- Electric to gas fired boiler
- High efficient modular boilers
- Low load boiler
- Burner replacement
- Dual fuel burners
- Oil atomizing burners
- Boiler stack heat reclaim
- Perimeter radiation
- High efficient domestic water heaters
- Gas line turbulators
- Temperature reset control
- Electric heating to gas
- Piping insulation
- Boiler stack reclaim
- Boiler system de-centralization
- Aerator replacement with O2 scavenger
- Automated water treatment
- Condensate recovery

#### Performance Contracting

- Energy Conservation Measures
- Investment Grade Audits
- Infrastructure Upgrades

#### OpenBlue

##### Building Systems

- Building Management System
- Access Control System
- Lighting
- HVAC
- Floor plans

##### Integrated Workplace Management Systems

- Meeting rooms (size, location, amenities)
- Desk (reservable, status)
- Assets (type and location)
- Other spaces
- Frictionless Access Control
- Facial Recognition
- Skin temperature scanning solution
- Facemask detection
- Thermal imaging, UV sanitizing gates, contact tracing, touchless visitor management

##### Enterprise IT Systems

- HR & IT System
- Active Directory
- Microsoft Exchange
- CMMS

##### Third Party Offerings

- Sensors
- Space Scheduler
- Mobile Access
- Parking management
- Travel options (bus, train, car)
- Weather, traffic, stock prices

##### OpenBlue Healthy Buildings

- OpenBlue Dynamic Spaces
- Face Mask Detection
- Social Distance Monitoring and Contact Tracing
- Intelligent Frictionless Access Control

##### OpenBlue Companion

- OpenBlue Clean Air
- OpenBlue Location Manager
- OpenBlue Enterprise Management
- OpenBlue Digital Twin
- OpenBlue Secure
- OpenBlue Tailored Services Suite

##### Smart City Programs



- Traffic analysis
  - Security Cameras
  - Proximity Sensors
  - Pedestrian Counters
  - Digital signage and speakers
  - Gunshot detection
- Utility Meters
- Water Meters
  - Electric Meters
  - Utility billing analysis
  - Utility rate improvements
  - Meter consolidation
  - Electric power factor correction
  - Automatic Meter Reading (AMR)
  - Advanced Metering Infrastructure (AMI) technology – Full scale implementation
  - Meter accuracy improvements
  - Meter typing & sizing upgrades
  - Automatic leak detection system
  - Customer web portal
  - SCADA upgrades
- Distribution Systems and Cogeneration Plants
- Central Utility Plants
  - Cogeneration/CHP Systems
  - Central cooling plant
- Lighting Systems
- Lighting Products: Intelligent lighting, connected lighting, streetlighting, intelligent street lighting, decorative lighting, human-centric lighting, specialty lighting, safety lighting, disinfectant lighting, and commercial lighting.
  - Interior Lighting:
    - o Linear Fluorescent Upgrades: New LED fixtures, LED retrofit kits, LED tubes
    - o CFL/INC/HID Upgrades: New LED fixtures, LED retrofit kits, LED re-lamps
    - o High Bay Fixtures: New LED fixtures
  - Exterior Lighting:
    - o Building Mounted: Wall packs, floods, canopy
    - o Pole Mounted: Area and street lights, Post top decorative, High mast, Parking garages
  - Lighting Controls:
    - o Room based controls: occupancy sensors, Photocell sensors
    - o Stand-alone Networked controls
    - o Integrated Networked controls with BAS
    - o Smart City controls
  - Human-Centric Lighting (HCL): HCL systems combine intelligent lighting control with LED lamps and fixtures that have the ability to change their color temperature and intensity. Light varies during the day according to the natural lighting cycle:
    - o Low light levels and low CCTs (Correlated Colour Temperature) in the early morning
    - o High light levels and high CCTs at midday (up to 10,000 K)
    - o Low light levels and low CCTs during evening
    - o Extremely low light levels and a medium CCT under moonlight
  - Smart Building-Wide Lighting Control
  - Building Automation System Integration
  - Business Optimization
- Building Envelope Systems
- Window glazing
  - Tinted window film
  - Energy efficient windows
  - Window and door weather stripping and caulking
  - Revolving doors
  - Air curtains
  - Automatic door closers
  - Roofing
  - Insulate walls, roof, floor, soffit
  - Caulk pipe penetrations
  - Seal ceiling to roof gap
  - Solar radiation reduction
  - Reflective coating to roof
  - Weatherproofing
- Water and Sewage Systems
- Water Conservation
- Retrofit flush valves, showerheads, faucets, toilets
  - Automated water systems
  - Cooling tower retrofits
  - Ice machine upgrades
  - High efficiency domestic water heaters
  - Waste heat recovery
- Water Supply/Treatment/Distribution
- Raw water pumping
  - High service pumps
  - Backwash water pumps (filtration plants)
  - Water control systems
  - Plumbing systems
  - Irrigation systems
  - Domestic water
  - Rain water harvesting
- Wastewater Collection and Treatment
- Wastewater lift pumps
  - Aeration system improvements (diffusers, controls, blowers)
  - Digester gas to energy projects
  - Digester improvements
- Flood Control
- Flood control systems
  - Flood monitoring systems
  - Integrated traffic control and monitoring systems
- Renewable Energy Systems
- Solar photovoltaic
  - Wind turbines

- Geothermal heat pumps
- Microgrid
- Energy storage
- Solar daylighting
- Biomass plants
- Solar thermal pool heating
- Solar thermal domestic water heating
- Solar transpired walls
  
- Distributed Energy Storage
- Battery Power Stationary Storage
- Energy Storage System - In-Building
- Modular Container Distributed Energy Storage System
- Thermal Energy Storage Systems
- Ice Storage
  
- Sewer Heat Recovery
- Waste Heat Recovery and Urban Biogas Utilization
  
- Microgrids
  
- Connected Technologies
- Audio-Visual
- Data Cabling
- LAN/WAN/Voice
- Distributed Antenna Systems
- Nurse Call Systems
- Security Systems
- HL7 Integrations
  
- Pool Systems/Environment and Recreational Spaces
- Additional Systems
- Loading dock air curtains
- Ceiling systems
- Electrical power systems
- Emergency generators
- Turbine generators
- Switch gear
- Elevator modernization
- Waste management
- Waste compactors
- Red bag waste
- Pool covers and pool heat recovery
- Air and water balance
- Power factor correction
- Fleet management
- Start-up and commissioning
- High efficiency water heating
- Instantaneous hot water heating and removal of large storage tanks
- Waste heat recovery for dryers and kitchens
- Conversion of electric kitchen equipment to gas
- Water savings measures for kitchen and laundry
- Ozonated laundry upgrades
- Kitchen equipment
- Dishwasher replacement
- Walk-in coolers optimization
- Exhaust system optimization
- Kitchen design
- Laundry systems
  
- Service and Maintenance
  
- Public Relations
  
- Security
- 24/7 remote monitoring
- Access control
- Advanced video surveillance
- Intrusion detection
  
- Fire, Life-Safety & Hazard Protection
- Fire alarm systems
- Fire sprinkler systems
- Fire suppression systems
- Mass notification systems
- Special hazard solutions
- Extinguishers
- Mass Notification
- Special Hazard
- Sprinkler
  
- Operational Intelligence & Loss Prevention
- Information management solutions
- Real-time location systems (RTLS) for asset management
- Video and traffic analytics

|    |  |  |
|----|--|--|
| 71 | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | <ul style="list-style-type: none"> <li>- Renewable Technologies</li> <li>- Indoor Air Quality</li> <li>- Lighting Systems</li> <li>- Energy Efficiency</li> <li>- Greenhouse Gas Reduction</li> <li>- Smart Building Technologies</li> <li>- Smart City Technologies</li> <li>- Artificial Intelligence</li> <li>- Security</li> <li>- Connected Technologies</li> <li>- Energy Storage</li> <li>- Microgrids</li> <li>- HVAC Equipment</li> <li>- Controls</li> <li>- Building Automation Systems</li> <li>- Energy Management Systems</li> <li>- Operational Intelligence and Asset Management</li> <li>- Fire alarm and suppression</li> <li>- Security</li> <li>- Extinguishers</li> <li>- Sprinkler</li> <li>- Mass Notification</li> <li>- Special Hazard</li> </ul> |
|----|--|--|

**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

| Line Item | Category or Type  | Offered *  | Comments  |
|-----------|---|--|---|
| 72        | HVAC, IAQ, and water heating or treatment infrastructure, equipment, components, products, parts, and related technology  | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | See attachment 14A - Depth and Breadth of Offer Equipment Products and Services |
| 73        | Sensors, controls, thermostats, gauges, and system automation or management products and technology   | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | See attachment 14A - Depth and Breadth of Offer Equipment Products and Services |
| 74        | Services related to the offering of the solutions described in Lines 72 and 73 of Table 14B above, including installation, maintenance, repair, refurbishment, replacement, system upgrades, emergency or short-term HVAC equipment rental, assessment, integration, training, support, and customization | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | See attachment 14A - Depth and Breadth of Offer Equipment Products and Services |

**Exceptions to Terms, Conditions, or Specifications Form**

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

**Documents**

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
  2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
  3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
  4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Sourcewell Pricing Table 07 01 21 Final Rev.docx - Wednesday June 30, 2021 14:58:28
  - [Financial Strength and Stability](#) - 2020-10-k-for-jci-site.pdf - Monday June 28, 2021 14:57:33 [Marketing Plan/Samples](#) - Marketing Doc.pdf - Tuesday June 29, 2021 09:58:10
  - [WMBE/MBE/SBE or Related Certificates](#) (optional)
  - [Warranty Information](#) - Project Warranty Letter.pdf - Monday June 28, 2021 16:09:35
  - [Standard Transaction Document Samples](#) - HS HP Upgrade and Service Sample Proposals.pdf - Monday June 28, 2021 15:40:04
  - [Upload Additional Document](#) - Table 2 Certification and Table 14A Additional Info.zip - Tuesday June 29, 2021 10:31:24

**Addenda, Terms and Conditions**

**PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcwell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcwell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcwell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcwell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jeremy Rainwater, VP & GM HVAC and Controls North America, Johnson Controls, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes  No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

| File Name   | I have reviewed the below addendum and attachments (if applicable) | Pages |
|---|--|-------|
| <b>Addendum_4_HVAC_Systems_Services_RFP_070121</b><br>Tue June 22 2021 04:10 PM | <input checked="" type="checkbox"/>                                | 1     |
| <b>Addendum_3_HVAC_Systems_Services_RFP_070121</b><br>Wed May 26 2021 04:55 PM  | <input checked="" type="checkbox"/>                                | 1     |
| <b>Addendum_2_HVAC_Systems_Services_RFP_070121</b><br>Tue May 18 2021 03:45 PM  | <input checked="" type="checkbox"/>                                | 1     |
| <b>Addendum_1_HVAC_Systems_Services_RFP_070121</b><br>Mon May 17 2021 01:50 PM  | <input checked="" type="checkbox"/>                                | 1     |

## **AGREEMENT**

THIS AGREEMENT IS MADE AND ENTERED INTO THIS 30<sup>th</sup> DAY OF September, 2022, by and between the Sacramento City Unified School District ("District") and Johnson Controls, Inc. or "JCI" ("Contractor") ("Agreement").

**WITNESSETH:** That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

- 1. The Work:** Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

**PROJECT: METASYS (HVAC CONTROL UPGRADE) AT PACIFIC**

It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents including, without limitation, the Drawings and Specifications and submission of all documents required to secure funding or by the Division of the State Architect for close-out of the Project, under the direction and supervision of, and subject to the approval of, the District or its authorized representative.

- 2. The Contract Documents:** The complete Contract consists of all Contract Documents as defined in the General Conditions, the JCI Rider to Installation Agreement dated June 15, 2022 ("Rider"), and the Memorandum of Understanding between JCI and the District dated February 28, 2022 ("MOU") all of which are incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
- 3. Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 18 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.
- 4. Time for Completion:** It is hereby understood and agreed that the work under this contract shall be completed within per the Project Schedule "HVAC Metasys Upgrades Inc 1 Phase 2 Various Schools" ("Contract Time") from the date specified in the District's Notice to Proceed.

**5. Completion-Extension of Time:** Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.

**6. Liquidated Damages:** Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of Five Hundred dollars (\$500) per day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work. It is hereby understood and agreed that this amount is not a penalty.

In the event that any portion of the liquidated damages is not paid to the District, the District may deduct that amount from any money due or that may become due the Contractor under this Agreement. The District's right to assess liquidated damages is as indicated herein and in the General Conditions.

The time during which the Contract is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the District may grant. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

**7. Loss Or Damage:** The District and its authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold the District and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.

**8. Insurance and Bonds:** Before commencing the Work, Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.

**9. Prosecution of Work:** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

**10. Authority of Architect, Project Inspector, and DSA:** Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), and the Division of the State Architect have authority to approve and/or stop Work if the Contractor's Work

does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. The Contractor shall be liable for any delay caused by its non-compliant Work.

- 11. Assignment of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
- 12. Classification of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type C-20 Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
- 13. Registration as Public Works Contractor:** The Contractor and all Subcontractors currently are registered as public works contractors with the Department of Industrial Relations, State of California, in accordance with Labor Code section 1771.4.
- 14. Payment of Prevailing Wages:** The Contractor and all Subcontractors shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.
- 15. Labor Compliance:** This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and Title 8 of the California Code of Regulations. Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of Division 2, Part 7, Chapter 1, of the Labor Code, including, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate electronic certified payroll records as required by the Contract Documents, or the District may not issue payment.
- 16. Contract Price:** In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

**Four Hundred Forty Thousand Seventy-Two and 69/100 Dollars (\$440,072.69)**

which sum is to be deducted from the V-Pac Credit [OR] applied toward the V-Pac Balance described in the MOU, according to the schedule provided by the Contractor and accepted by the District and subject to additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s).

- 17. Severability:** If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

**JOHNSON CONTROLS, INC.**

**SACRAMENTO CITY UNIFIED  
SCHOOL DISTRICT**

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

\_\_\_\_\_  
By: Rose Ramos

Title:

Title: Chief Business Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

NOTE: If the party executing this Contract is a corporation, a certified copy of the by-laws, or of the resolution of the Board of Directors, authorizing the officers of said corporation to execute the Contract and the bonds required thereby must be attached hereto.

END OF DOCUMENT





**Johnson Controls  
Rider to Installation Agreement**

This Rider is made as of **October 12, 2022** by and between **Johnson Controls, Inc.** ("Johnson Controls") and Sacramento City Unified School District ("Customer") and amends the Metasys (HVAC Control Upgrade) at Pacific (the "Agreement"). This Rider is effective as of the date of last signature below. The provisions of this Rider supersede and replace any other agreement or agreements between Johnson Controls and Customer with respect to the subject matters covered by this Rider and constitutes the entire agreement of the parties on the subject matter hereof.

- 1. **Indemnity.** Section 14.2.1 of the General Conditions only, shall be replaced with the following: Johnson Controls agrees to indemnify Customer, its board members, officers, representatives, contractors, agents, and employees, in both individual and official capacities for all damages, losses and expenses with respect to any third-party claims, including those for personal injury, including death, or tangible property damage but only to the extent such damages, losses and expenses are caused by the negligent acts or willful misconduct of Johnson Controls in fulfilling its obligations under this agreement. In the event Johnson Controls is obligated to indemnify Customer as set forth above, Johnson Controls has the right but not the obligation to defend Customer against third-party claims. If Johnson Controls elects to undertake such defense, then Johnson Controls shall have exclusive control over the defense.
  
- 2. **Waiver of Consequential Damages.** **IN NO EVENT, WHETHER IN CONTRACT, TORT OR OTHERWISE (INCLUDING BREACH OF WARRANTY, NEGLIGENCE, PRODUCT LIABILITY AND STRICT LIABILITY IN TORT), WILL JOHNSON CONTROLS AND ITS AFFILIATES AND THEIR RESPECTIVE PERSONNEL, SUPPLIERS AND VENDORS BE LIABLE TO CUSTOMER (DIRECTLY OR INDIRECTLY) UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY ARISING FROM, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR ANY: (A) SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES (WITH LIQUIDATED DAMAGES NOT BEING WAIVED BY THIS PARAGRAPH); (B) LOST PROFITS, REVENUES, DATA, CUSTOMER OPPORTUNITIES, BUSINESS, ANTICIPATED SAVINGS, OR GOODWILL; (C) BUSINESS INTERRUPTION; OR (D) DATA LOSS OR OTHER LOSSES ARISING FROM VIRUSES, RANSOMWARE, CYBERATTACKS OR FAILURES OR INTERRUPTIONS TO NETWORK SYSTEMS.**
  
- 3. **Insurance.** Johnson Controls shall maintain insurance to cover its proportionate share of liability in amounts set forth below in full force and effect at all times until the (a) obligations under the Agreement have been completed or (b) the Agreement is cancelled or terminated, and shall provide a certificate evidencing such coverage promptly following a Customer's request.

| <u>COVERAGES</u>                             | <u>LIMITS OF LIABILITY</u>                          |
|--|---|
| Workmen's Compensation Insurance             | Statutory   |
| Commercial General Liability Insurance       | \$1,000,000 Per Occurrence<br>\$2,000,000 Aggregate |
| Comprehensive Automobile Liability Insurance | \$1,000,000 Combined Single Limit                   |

The above limits may be obtained through primary and excess policies and may be subject to self-insured retentions.

Any insurance protection afforded to the Customer under this policy will be limited to the terms of the certificate of insurance and/or endorsement and will not expand upon, alter, supplant, or supersede Johnson Controls' contractual obligations hereunder including any indemnification obligations. The amount payable under the policy will be the lesser of the amount required by the contract and the limits provided by the policy.

Customer shall maintain all insurance coverage that 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.

- 4. **Payment.** All undisputed amounts 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 disputed amounts are due and payable upon resolution. All other amounts remain due within thirty (30) days. Work performed on a time and material basis shall be at Johnson Controls' then-prevailing rate for material, labor, and related items, in effect at the time supplied under this Agreement. Johnson Controls shall invoice Customer for progress payments to 100% percent based upon equipment delivered or stored, and services performed. In the event project duration exceeds one month, Johnson Controls reserves the right to submit partial invoices for progress payments for work completed at the project site. Customer agrees to pay any progress invoices in accordance with the payment terms set forth herein. Customer's

failure to make payment when due is a material breach of this Agreement and will give Johnson Controls, without prejudice to any other right or remedy, the right to (a) stop performing any Services and/or withhold further deliveries of Equipment and other materials; terminate or suspend any unpaid software licenses; and/or terminate this Agreement; and (b) charge Customer interest on the amounts unpaid at a rate equal to the lesser of 1.5% per month or the maximum rate permitted under applicable law, until payment is made in full. Customer agrees to pay all of Johnson Controls reasonable collection costs, including legal fees and expenses. Customer agrees to pay a deposit equal to 30% of the project sell price (pre-tax) prior to Johnson Controls providing any labor or materials on the project.

5. **Force Majeure.** Johnson Controls shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to perform under this Agreement, caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is an event beyond the reasonable control of Johnson Controls, foreseeable or unforeseeable, including, without limitation, acts of God, severe weather, declared or undeclared natural disasters, acts or omissions of any governmental authority including change in applicable law, epidemics, pandemics, disease, viruses, quarantines or other public health risks and/or responses, strikes, lock-outs, labor shortages or disputes, an increase of 5% or more in tariffs, fires, explosions or other casualties, thefts, vandalism, civil disturbances, riots, war, terrorism, power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation. If Johnson Controls' performance is delayed, impacted, or prevented by a Force Majeure Event or, its continued effects, Johnson Controls shall be excused from performance under the Agreement. If Johnson Controls is delayed in achieving any scheduled milestones due to a Force Majeure Event, Johnson Controls will be entitled to extend such milestones by the amount of time Johnson Controls was delayed as a result of such event.

Sacramento City Unified School District

Johnson Controls, Inc.

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

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

By: Rose Ramos

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

Title: CBO

Title: \_\_\_\_\_

June 9, 2022

**Attention:** Mike Taxara at SCUSD

**Subject:** SCUSD – Metasys Upgrades Inc 1 Phase 2

Johnson Controls is pleased to provide the following proposal:

**This scope of work is based on the following bidding documents:**

- Plans: None
- Spec: 27 00 00 Telecom and Raceway, 26 05 33.13 Conduit and Fittings, 23 09 00 BACS Spec – as confirmed via email to the district 3.22.22
- Job walks with Mike at SCUSD and Chris Cuff at KMM and Zac Dillow with JCI.
- No formal criteria docs were given, the scope below is JCI’s understanding of the verbal discussions and is the limit of what JCI will perform.
- JCI has checked for unit counts via 5 different means
  - SCUSD Provided Maintenance Sheets
  - Counts using Google Map Images
  - Air Table Unit Counts provided by CECI
  - Air Table Room Counts as provided by CECI
  - Job Walks with the customer

The counts below is the counts as discovered by JCI via the means above. If after JCI engineering we discover fewer units than proposed – JCI will offer a credit corresponding to the change.

**Method of Procedure:**

The goal of this scope of work is to remove and replace the dysfunctional KMC and Allerton control systems at the sites shown below in a like for like manner. We aim to do this a little impact to school function as possible. This will require a combination of normal hours and off hours work. JCI will build the Metasys system in parallel with the existing systems performing as much of the wiring, programming, commissioning as possible prior to “cut over” where we will start to take actual control of the mechanical systems piece by piece.

Preliminary Engineering – Per site, JCI will generate a set of controls submittal documents that outline the points, material, terminations diagrams and sequence of operation (including economizer control) for each piece of equipment. JCI will identify mounting locations for the field controllers and the location of the JCI engine and the proposed trunk routing (which may mean having the SNE in the middle of trunk vs the end of line). JCI will include a preliminary schedule for each site. JCI will include a graphics and MUI submittal. This will require site walks by JCI and our subs. Prior to beginning any work or ordering any material – JCI will review these documents with SCUSD, and upon SCUSD approval these submittals will become the formal scope of work document to be referred too.

The first step will be building the Metasys BACnet network on each campus. During normal hours (where allowable) JCI will install a new Network Engine for each site – connect it to power and SCUSD Network. We will then run conduit/rigid on the exterior of the buildings to each piece of roof mounted or grade mounted rooftop equipment. JCI will re-use existing pathways as allowable.

The second step will be preparing each piece of mechanical equipment for cut over. JCI will install during normal hours (as allowable) a new enclosure with a JCI controller in it. JCI will power this controller using the existing 24V power source assumed available on the RTU equipment. JCI will install the various SCUSD required monitoring sensors on the unit, connect them to the JCI controller. JCI will prep the controller to land at the manufacture terminal strip for control of heating, cooling and fan – but not perform the actual termination work until cut over.



The third step will be a pre-functional test of the network. Having the engine installed, controllers powered up and connected to the engine – JCI will download controllers and perform check out of the monitoring sensors that we can. JCI will check bus integrity and proper controls communication with the head end. JCI will also perform the head end work – generating the user views, graphics and MUI configurations for the sites. At this point the system will be “online” but a lot of the points will be “offline” as they will exist in the software – but will not exist in reality as we have not performed cut over yet. The goal of this step is to have everything ready such that when the terminal point does get connected during that cut over – it will “know where to go” in the software and the ??? question marks will turn to actual data with values as measured by sensors in the space.

The 4<sup>th</sup> step will be the cut over step. This work will be performed off hours and is the moment JCI will disconnect existing control and bring full control to Metasys. JCI will perform work in the class room and administrative spaces, installing zone temperature sensors, zone CO2 sensors, terminating at the thermostat interface on the RTU and taking over control of the economizer (where applicable). Once everything is now connected, and terminations verified – JCI will perform another functional test of the unit commanding heating, cooling, fan and visually confirming the RTU receives and responds to these commands. JCI will confirm the user interface, graphics and MUI get populated with the now connected data. JCI will also confirm the SCUSD specialty sequences (Auto Demand Response, Smoke Mode, Virus Mode) on a global basis – commanding the site into the various mode, but only visually inspecting a handful of units. This step will take multiple evenings and weekends with JCI performing as many of the cutovers as we can in a workday. JCI will cut over units and ensure they are functional by 7am the following day or by 7am Monday for work performed over the weekend.

In the event that a unit fails its functional test, JCI will reconnect the existing controls infrastructure as it was, diagnose and retry at a later time.

Step 5 will be demolition of the existing system. Once the entire campus is complete. JCI will perform demolition of the existing controls system. JCI will remove all wire associated with the existing system, demo all controllers, sensors, enclosures, power supplies and crate them for delivery to the owner. Work exterior to the building will be normal hours and work interior to the building will be off hours. The only thing that will remain of the old system is the pathway that connected it.

Customer Checkout – The final step will be walking the site with SCUSD and performing a customer checkout of the system. It will also include sitting with the district at the head end and reviewing the user interface, graphics and MUI configuration. The customer at this point will have an opportunity to challenge, test, explore, as questions on the installation generating a punch list. JCI will remediate any of these punch list items and after completion of the, the warranty period will begin.

Post Engineering – JCI will provide a set of as builts with final trunk mapping to the customer to serve as record documents for SCUSD. This as builts will include a copy of the completed punch list.

Warranty – JCI warrants our work for a period of 1 year labor and 3 years material. Material warranty begins at time of manufacture (date code as published on the JCI controller).

*This information is confidential between JCI and SCUSD and not to be shared outside of these negotiations. They represent the intellectual property of JCI engineering the approach to the task at hand.*

#### **Method of Procedure – Summer work**

JCI intends to complete some of the sites during the summer. We would like to reserve this for the more complex sites such as high schools with larger footprints and more complex HVAC systems. Seeing there will be no students

Johnson Controls Inc.  
Building Efficiency, Branch 110  
103 Woodmere Rd Suite #110, Folsom CA 95630  
Tel 916 294-8800 Fax 916 294-8889

DIR: 1000000593  
CL#: 22445



during the summer – the goal to have units back online by 7am is no longer a requirement. As such – JCI will follow a traditional construction process starting with complete demo of the existing system, installation of the new system leveraging existing pathway as deemed appropriate (JCI will still pull brand new cable) and ending with programming, functional testing and commissioning of the system. All pre/post engineering activities will remain the same. All customer checkout/warranty will remain the same. The actual sites to be performed over the summer will be determined per the KMM schedule as verified by JCI.



## Pacific

| Qty | Description  |
|-----|--|
| 1   | Site Engineering to generate<br>-Controls submittals with drawings, points lists, SOO's, controller locations, proposed trunk mapping<br>-Identify any asbestos concerns<br>-Confirm quantity of economizers JCI will take over<br>-Confirm if pathway exists to portables<br>-Generate as-built submittals for SCUSD record   |
| 1   | Coordination meeting with customer for review of JCI submittals to confirm scope of work   |
| 1   | Site walk with customer after completion to generate punch list  |
| 1   | SCUSD custom sequences<br>-Virus Mode<br>-Smoke Mode<br>-Auto DR<br>-Optimized start/stop<br>-FDD on all economizers taken over by JCI   |
| 1   | Outside air temperature sensor for site  |
| 1   | New SNE1100 in enclosure<br>-Requires IP address provided by SCUSD<br>-Engine will be installed in the middle of the trunk for ease of trunk installation  |
| 20  | Control of package rooftop equipment<br>-New NEMA 3R Enclosure with CGM mounted inside<br>-Interlock to unit terminal strip to command heat, cool, fan<br>-Discharge air temperature<br>-Return air temperature<br>-Compressor Amperage sensor<br>-Fan amperage sensor<br>-New damper actuator for (e) Outside Air damper with damper feedback<br>-Zone Temperature Sensor – SA Bus<br>-Zone CO2 sensor – SA Bus |
| 22  | Control of BARD Portable Units<br>-New NEMA 3R Enclosure with CGM mounted inside<br>-Interlock to unit terminal strip to command heat, cool, fan<br>-Discharge air temperature<br>-Return air temperature<br>-Compressor Amperage sensor<br>-Fan amperage sensor<br>-New damper actuator for (e) Outside Air damper with damper feedback<br>-Zone Temperature Sensor – SA Bus<br>-Zone CO2 sensor – SA Bus       |



- 2 Control of Split System Furnace
  - New NEMA 3R Enclosure with CGM mounted inside
  - Interlock to unit terminal strip to command heat, cool, fan
  - Discharge air temperature
  - Return air temperature
  - Compressor Amperage sensor
  - Fan amperage sensor
  - New damper actuator for (e) Outside Air damper with damper feedback
  - Zone Temperature Sensor – SA Bus
  - Zone CO2 sensor – SA Bus
  
- 1 Window Shaker with old furnace
  - JCI cannot control this unit, JCI will install a zone temperature sensor and zone CO2 sensor on the SA bus to monitor the space
  
- 2 Loytech Zones for Portables
  - Loytech BACnet MS/TP to IP converter
  - NEMA 1 Can with Key Lock and perf liner
  - Plug in power supply (requires JCI utilizing a single gang socket to power device)

| <u>Summary</u>            | <u>Sourcewell Cost</u> |                          |
|---------------------------|------------------------|--------------------------|
| Material                  | \$                     | 98,049.39                |
| JCI Labor                 | \$                     | 72,802.67                |
| Subcontractor Graphics    | \$                     | 1,098.24                 |
| Market Value Installer    | \$                     | 228,115.78               |
| Profficiency and Risk     | \$                     | 40,006.61                |
|                           |                        |                          |
| <b><u>Grand Total</u></b> | <b><u>\$</u></b>       | <b><u>440,072.69</u></b> |

# SEE SEPARATE CONTRACT

Johnson Controls Inc.  
Building Efficiency, Branch 110  
103 Woodmere Rd Suite #110, Folsom CA 95630  
Tel 916 294-8800 Fax 916 294-8889

DIR: 1000000593  
CL#: 22445



## Parkway

| Qty | Description  |
|-----|--|
| 1   | Site Engineering to generate<br>-Controls submittals with drawings, points lists, SOO's, controller locations, proposed trunk mapping<br>-Identify any asbestos concerns<br>-Confirm quantity of economizers JCI will take over<br>-Confirm if pathway exists to portables<br>-Generate as-built submittals for SCUSD record   |
| 1   | Coordination meeting with customer for review of JCI submittals to confirm scope of work   |
| 1   | Site walk with customer after completion to generate punch list  |
| 1   | SCUSD custom sequences<br>-Virus Mode<br>-Smoke Mode<br>-Auto DR<br>-Optimized start/stop<br>-FDD on all economizers taken over by JCI   |
| 1   | Outside air temperature sensor for site  |
| 1   | New SNE1050 in enclosure<br>-Requires IP address provided by SCUSD<br>-Engine will be installed in the middle of the trunk for ease of trunk installation  |
| 14  | Control of package rooftop equipment<br>-New NEMA 3R Enclosure with CGM mounted inside<br>-Interlock to unit terminal strip to command heat, cool, fan<br>-Discharge air temperature<br>-Return air temperature<br>-Compressor Amperage sensor<br>-Fan amperage sensor<br>-New damper actuator for (e) Outside Air damper with damper feedback<br>-Zone Temperature Sensor – SA Bus<br>-Zone CO2 sensor – SA Bus |
| 21  | Control of BARD Portable Units<br>-New NEMA 3R Enclosure with CGM mounted inside<br>-Interlock to unit terminal strip to command heat, cool, fan<br>-Discharge air temperature<br>-Return air temperature<br>-Compressor Amperage sensor<br>-Fan amperage sensor<br>-New damper actuator for (e) Outside Air damper with damper feedback<br>-Zone Temperature Sensor – SA Bus<br>-Zone CO2 sensor – SA Bus       |



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- 2 Loytech Zones for Portables
  - Loytech BACnet MS/TP to IP converter
  - NEMA 1 Can with Key Lock and perf liner
  - Plug in power supply (requires JCI utilizing a single gang socket to power device)

| <u>Summary</u>         | <u>Sourcewell Cost</u> |                   |
|------------------------|------------------------|-------------------|
| Material               | \$                     | 76,911.29         |
| JCI Labor              | \$                     | 56,596.37         |
| Subcontractor Graphics | \$                     | 1,098.24          |
| Market Value Installer | \$                     | 173,065.55        |
| Profficiency and Risk  | \$                     | 30,767.14         |
|                        |                        |                   |
| <b>Grand Total</b>     | <b>\$</b>              | <b>338,438.59</b> |

**Total Price for ALL Inc 1 Phase 2 Group 3 Sites \$778,511.28**

## Clarifications/Exclusions/Terms and Conditions

### Clarifications:

1. All work outside of the classroom will be done normal hours
  - a. Inclusive of work on roof, work in telecom/electrical rooms, work in exterior hallways.
2. All work inside the classroom will be done off hours
3. During the scope of work – SCUSD will be required to interface to 2 systems to control a site as we incrementally cut over equipment to Metasys
4. Rigid on roof – EMT conduit elsewhere – plenum rated where concealed
5. New pathway in the classroom will be surface mount wire mold – Plastic 2300 mechanically fastened. New back boxes for sensors will be plastic surface mount.
6. JCI will provide NEW WIRE for all devices. JCI will not leverage existing wire, only existing pathway.
7. JCI will Stop Work when we encounter any Asbestos on the site. Asbestos remediation is by others. JCI will not resume work until asbestos has been abated. This is per JCI safety policy.
8. JCI will take over economizer control with a new JCI actuator as feasible. During site engineering, if discovered that spaces are too cramped for a new actuator – JCI will make it known to the district and provide a credit to remove that from the SOW or ADD to perform the mechanical work required to take control of the OA damper.
9. Temperature Sensors to be NSB8BTN141-0 – white, warm cool adjust, no display, no occupancy, no JCI logo
10. Separate CO2 sensors to be NSB8BNC041-0 – white, CO2 only, no display, no JCI logo
11. JCI will provide 120V power insofar as to power network engine only
12. JCI will provide network cable insofar as to connect network engine to the telecom room only
13. Upon further review – a TEC option for the project is more expensive and not recommended. The TEC option requires more after hours work and significantly decreases the amount of pre-commissioning JCI can perform as TEC will not be able to come online prior to step 4. While there is a material savings, the net increase in afterhours labor for TEC installation and commissioning negates and overcomes any material savings. Furthermore, the TEC does not future proof the district for any custom programming they may need in the future and have required in the past.
14. Priced per Sourcewell (Formerly NJPA) Contract #070121-JHN
15. Per communication from Mike – all equipment enclosures are NEMA 3R with lockable key, whether indoor or outdoor. This however does NOT apply to the SNE panel or network equipment panels (Loytech) – these will be the JCI standard panels which are NEMA 1. JCI expects most controllers will be installed outdoors on equipment.
16. The counts noted on this proposal is the finite number of units JCI will take control over. If fewer or additional units are discovered during engineering walks – the district that their discretion can add/remove units to the scope via change order.

### Exclusions:

1. Any and all 120V wiring outside of powering the engine
2. Any and all door status or window status monitoring
3. Any and all occupancy sensors – programming occupied standby mode
4. Installing CO2 sensors 5ft from operable doors/windows.
5. Updating any of the controls system to meet current code – JCI's understanding is this is a maintenance project removing and replacing aging/dysfunctional systems with a new Metasys system – Like for Like



6. Professional engineering services to confirm sites comply with current code. JCI does not have stamped PE's on staff and cannot offer this service
7. JCI excludes upgrading/changing/enhancing any existing pathway we may use in our work.
8. Work with 3<sup>rd</sup> party commissioning agents
9. Customer training. SCUSD is an experienced user and we don't not feel any training is required.
10. Mechanical upgrades – JCI excludes doing any mechanical work. All mechanical equipment is assumed to be functioning. This includes repairing dampers, replacing economizers, changing unit controllers, swapping out compressors etc.
11. Taking control of exhaust fans
12. Taking control of kitchen hoods
13. Taking control of mini splits
14. CO2 display in the space
15. Temperature display in the space
16. Relocating CO2 sensors, they will be placed either right next to or right below the (e) temperature sensors.
17. Providing new network or power infrastructure (switches, breakers etc).
18. Indicator light to alert if CO2 in the space is over a certain value

Thank You! As always call with any comments, questions or concerns.

*Quote valid for 30 days*

Zac Dillow

HVAC Systems Sales Engineer – Johnson Controls  
925-719-7785 (mobile)  
Zachary.j.dillow@jci.com

**CUSTOMER APPROVAL:**

Total Price: \_\_\_\_\_

Customer Name: \_\_\_\_\_

Company: \_\_\_\_\_

Signature (\*) \_\_\_\_\_

Date: \_\_\_\_\_

\* By signing this proposal, you agree to purchase the bill of material as described in this proposal document, pursuant to the attached standard terms and conditions and for the Total Price documented on the above line.

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## Standard Terms and Conditions

**(1) AGREEMENT AND LIMITATIONS.** This document (the "Agreement") sets forth the terms and conditions of any sale by Seller of the specified product, equipment or services indicated on the reverse side hereof or attachment and is expressly made conditional on the assent of Buyer (hereinafter "Buyer") to these Standard Terms and Conditions. Buyer's acceptance of any part of the product, equipment or services sold or Buyer's instructions to Seller to begin work or to ship any product or equipment after receipt of these Standards Terms and Conditions shall constitute such assent, and a waiver of all terms and conditions in its purchase order or similar document which are different from or additional to those set forth herein. Seller's failure to object to provisions contained in any communication from Buyer shall not be deemed a waiver of these Standard Terms and Conditions. References to "products" or "equipment" herein shall mean the product and equipment to be furnished by Seller as identified on the applicable Seller Quotation. These Standard Terms and Conditions may be modified or rescinded only by a writing signed by authorized representatives of both Seller and Buyer.

**(2) TERMINATION OR MODIFICATION.** Accepted orders may be cancelled or modified by Buyer only with Seller's express written consent. If cancellation or modification is allowed, Buyer agrees to pay to Seller all expenses incurred and damage sustained by Seller on account of such cancellation or modification, plus a reasonable profit.

**(3) PRICE, SHIPMENT, AND PAYMENT.** Prices on accepted orders are firm for a period of 90 days from date of acceptance. Prices for products may be adjusted by Seller, upon notice to Buyer at any time prior to shipment, to reflect any increase in Seller's cost of raw materials (e.g., steel, aluminum) incurred by Seller after issuance of Seller's applicable proposal or quotation. Price and delivery is F.O.B. point of manufacture, unless otherwise provided. Unless otherwise agreed to in writing by Seller, all payments are due net thirty (30) days from the date of invoice. Seller may, at its sole option, have the right to make any delivery under this Agreement payable on a cash or payment guarantee before-shipment basis. In the case of export sales, unless otherwise agreed to in writing by Seller, all payments are to be by means of a confirmed irrevocable letter of credit. Invoicing disputes must be identified in writing within 21 days of the date of invoice. Payments of any disputed amounts are due and payable upon resolution. All other amounts remain due within 30 days. In the event of Buyer's default, the balance of any outstanding amounts will be immediately due and payable. Failure to make payments when due will give Seller, without prejudice to any other right or remedy, the right to: (i) stop performing any services, withhold deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or terminate this Agreement; and (ii) charge Buyer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. Shipments to Buyer with outstanding invoices unpaid after thirty (30) days will be suspended until all overdue invoices are paid or be made on a cash-in-advance basis only, in Seller's sole discretion.

**(4) DEPOSIT.** Buyer agrees to pay a deposit equal to 50% of the sell price (pre-tax) prior to Seller performing work. Seller will generate an invoice for the 50% deposit within three business days after Seller's receipt of a written agreement or order from Buyer. Seller will not commence work until receipt of the deposit.

**(5) TAXES.** All prices exclude federal, harmonized, state/provincial and local use, sales or similar applicable taxes. Such taxes, if applicable, will appear as separate items on the invoice unless Buyer provides a tax exemption certificate that is acceptable to taxing authorities.

**(6) DELIVERY.** The delivery date(s) provided by Seller for the product and equipment is only an estimate and is based upon prompt receipt of all necessary information from Buyer. The delivery date(s) is subject to and shall be extended by delays caused by strikes, fires, accidents, shortages of labor or materials, embargoes, or delays in transportation, compliance with government agency or official requests, or any other similar or dissimilar cause beyond the reasonable control of Seller. FAILURE TO DELIVER WITHIN THE TIME ESTIMATED SHALL NOT BE A MATERIAL BREACH OF CONTRACT ON SELLER'S PART. If Buyer causes Seller to delay shipment or completion of the product or equipment, Seller shall be entitled to any and all extra cost and expenses resulting from such delay.

**(7) LIMITED WARRANTY.** Seller warrants that the product and equipment furnished by Seller under this Agreement will be of good quality and that the services provided by Seller will be provided in a good and workmanlike manner for a period of twelve (12) months from initial product startup, or eighteen (18) months from product shipment, whichever occurs first (the "Warranty Period") unless such Warranty Period is modified by Seller's proposal. Alongside this limited warranty, for all new York™ air or water-cooled chillers and/or Metasys™ building automation systems installed in the US and Canada and sold through Seller owned and operated branches, Seller also provides a Year One Service Agreement for such equipment, the scope, limitations, terms and conditions of which are at <https://www.johnsoncontrols.com/yearoneservice> (collectively, "Year One Service"). Seller will not provide a credit against purchase price if offered Year One Service is declined. No warranty is provided for third-party products and equipment installed or furnished by Seller. Such products and equipment are provided with the third-party manufacturer's warranty to the extent available, and Seller will transfer the benefits together with all limitations of that manufacturer's warranty to Buyer. This warranty does not cover failures caused in whole or in part by (i) improper installation or maintenance performed by anyone other than Seller; (ii) improper use or application; (iii) corrosion; (iv) normal deterioration; (v) operation beyond rated capacity, (vi) the use of replacement parts or lubricants which do not meet or exceed Seller's specifications, or (vii) if Seller's serial numbers or warranty date decals have been removed or altered. To qualify for warranty consideration for products or equipment, at the earlier of the Buyer's discovery of the defect or the time at which the Buyer should have discovered the defect; Buyer must immediately notify Seller in writing for instructions on warranty procedures. Seller's sole obligation for defective services shall be to repair or to replace defective parts or to properly redo defective services. All replaced equipment becomes Seller's property. **THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHICH ARE HEREBY DISCLAIMED. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** Seller makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity or will detect the presence of, or eliminate, treat, or mitigate the spread, transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

**(8) INDEMNIFICATION, REMEDIES AND LIMITATIONS OF LIABILITY.** In addition to Paragraph 8 below regarding patents, Buyer agrees that Seller shall be responsible only for such injury, loss, or damage caused by the intentional misconduct or the negligent act or omission of Seller. In the event Buyer claims Seller has breached any of its obligations under the Agreement, whether of warranty or otherwise, Seller may request the return of the goods and tender to Buyer the purchase price theretofore paid by Buyer, and in such event, Seller shall have no further obligation under the Agreement except to refund such purchase price upon redelivery of the goods. If Seller so requests the return of the goods, the goods shall be redelivered to Seller in accordance with Seller's instructions and at Seller's expense. The remedies contained in these Standard Terms and Conditions shall constitute the sole recourse of Buyer against Seller for breach of any of Seller's obligations under the Agreement, whether of warranty or otherwise. **To the maximum extent permitted by law, in no event shall Seller and its affiliates and their respective personnel, suppliers and vendors ("JCI Parties") be liable to Buyer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any: (a) special, indirect, incidental, punitive, or consequential damages; (b) lost profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. In any case, the entire aggregate liability of the JCI Parties under this Agreement for all damages, losses and causes of action, whether in contract, tort (including negligence), or otherwise shall be limited to the purchase price paid by Buyer hereunder.**

**(9) PATENTS.** Seller shall defend, or at its option settle, any action against Buyer brought by a third party to the extent that the action is based upon a claim that the products or equipment provided under the Agreement in the United States infringes any U.S. patents or copyrights 9or in Canada infringes on any Canadian patents or copyrights), or misappropriates any trade secrets of a third party ("Claim"), provided that: (i) Buyer gives Seller prompt written notice of any such Claim, (ii) Buyer gives Seller full authority to defend or settle any such Claim, and (iii) Buyer gives Seller proper and full information and assistance, at Seller's expense (except for Buyer's employees' time) to defend or settle any such Claim. Seller will pay those costs and damages finally awarded against Buyer in the action that are specifically attributable to the claim or those costs and damages agreed to in a monetary settlement of the action. **THE FOREGOING IS IN LIEU OF ANY WARRANTIES OF NON-INFRINGEMENT, WHICH ARE HEREBY DISCLAIMED.** The foregoing obligation of Seller does not apply with respect to products or equipment or portions or components thereof (a) not supplied by Seller, (b) made in whole or in part in accordance to Buyer or owner specifications, (c) which are modified after shipment by Seller, if the alleged infringement related to such modification, (d) combined with other products, processes or materials where the alleged infringement relates to such combination, (e) where Buyer continues allegedly infringing activity after being notified thereof and/or after being informed of modifications that would have avoided the alleged infringement without significant loss of performance or functionality, or (f) where Buyer's use of the product or equipment is incident to an infringement not resulting primarily from the product or equipment; Buyer will indemnify Seller and its officers, directors, agents, and employees from all damages, settlements, attorneys' fees and expenses related to a claim of infringement, misappropriation, defamation, violation of rights of publicity or privacy excluded from Seller's indemnity obligation herein.

**(10) GOVERNING LAW.** For any goods or work performed in the U.S., the formation and performance of the Agreement shall be governed by the laws of the State of Wisconsin, U.S.A. For any goods or work performed in Canada, the Agreement shall be governed by the laws of Ontario. Other than claims for unpaid contract amounts by Seller, any action for breach of the Agreement or any covenant or warranty must be commenced within one year after the cause of action has accrued unless such provision is not permitted by applicable law.

**(11) DISPUTE RESOLUTION.** Seller shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. The venue for any such arbitration shall be in Milwaukee, Wisconsin for U.S. sales, and Toronto, Ontario for Canadian sales. The arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. In the event the matter is submitted to a court, Seller and Buyer hereby agree to waive their right to trial by jury and covenant that neither of them will request trial by jury in any such litigation. Buyer will pay all of Seller's reasonable collection costs (including legal fees and expenses).

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**(12) SOFTWARE AND DIGITAL SERVICES.** Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Seller's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Seller and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

**(13) PRIVACY. Seller as Processor:** Where Seller factually acts as Processor of Personal Data on behalf of Buyer (as such terms are defined in the DPA) the terms at [www.johnsoncontrols.com/dpa](http://www.johnsoncontrols.com/dpa) ("DPA") shall apply. **Seller as Controller:** Seller will collect, process and transfer certain personal data of Buyer and its personnel related to the business relationship between it and Buyer (for example names, email addresses, telephone numbers) as controller and in accordance with Seller's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Buyer acknowledges Seller's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Buyer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Seller is mandatorily required from Buyer's personnel under applicable law, Buyer warrants and represents that it has obtained such consent.

**(14) CONNECTED EQUIPMENT SERVICES.** Certain equipment sold hereunder includes by default Seller's Connected Equipment Services. Connected Equipment Services is a data-analytics and monitoring Software platform that uses a cellular or network connection to gather equipment performance data to assist Seller in advising Buyer on (and Buyer in better understanding) such equipment's health, performance or potential malfunction. **If Buyer's equipment includes Connected Equipment Services, such services will be on by default and the remote connection will continue to connect to Buyer's Equipment through the full equipment lifecycle, unless Buyer specifically requests in writing that Seller disable the remote connection or Seller discontinues or removes such remote connection.** For more information on whether your particular equipment includes Connected Equipment Services, a subscription to such services and the cost, if any, of such subscription, please see your applicable order, quote, proposal, or purchase documentation or talk to your Seller sales representative. If Buyer's equipment includes Connected Equipment Services, Seller will provide a cellular modem or other gateway device ("Gateway Device") owned by Seller or Buyer will supply a network connection suitable to establish a remote connection with Buyer's applicable equipment to permit Seller to use Connected Equipment Services to perform first-year and extended warranty services as well as other services, including troubleshooting, quarterly health reports, remote diagnostic and monitoring and aftermarket services. For certain subscriptions, Buyer will be able to access equipment information from a mobile or smart device using Connected Equipment Service's mobile or web app. Any Gateway Devices provided hereunder shall remain Seller's property, and Seller may upon reasonable notice access and remove such Gateway Device and discontinue services in accordance with the Software Terms. If Buyer does not permit Seller to connect via a connection validated by Seller for the equipment or the connection is disconnected by Buyer, and a service representative must therefore be dispatched to the Buyer site, then the Buyer will pay Seller at Seller's then-current standard applicable contract regular time and/or overtime rate for services performed by the service representative. Seller disclaims any obligation to advise Buyer of any possible equipment error or malfunction. **Buyer acknowledges that, while Connected Equipment Services generally improve equipment performance and services, Connected Equipment Services does not prevent all potential malfunction, insure against all loss or guarantee a certain level of performance and that Seller shall not be responsible for any injury, loss, or damage caused by any act or omission of Seller related to or arising from the monitoring of the equipment under Connected Equipment Services.**

**(15) MISCELLANEOUS**

**(a) CHANGES OF CONSTRUCTION AND DESIGN:** Seller reserves the right to change or revise the construction and design of the products or equipment purchased by Buyer, without liability or obligation to incorporate such changes to products or equipment ordered by Buyer unless specifically agreed upon in writing reasonably in advance of the delivery date for such products or equipment. Buyer agrees to bear the expense of meeting any changes or modifications in the scope of this Agreement or in local code requirements which become effective after Seller has accepted Buyer's order.

**(b) CHARACTER OF PRODUCT AND SECURITY INTEREST:** The goods delivered by Seller under the terms of the Agreement shall remain personal property and retain its character as such no matter in what manner affixed or attached to any structure or property. Buyer grants Seller a security interest in said goods, any replacement parts and any proceeds thereof until all sums due Seller have been paid to it in cash. This security interest shall secure all indebtedness or obligations of whatsoever nature now or hereafter owing Buyer to Seller. Buyer shall pay all expenses of any nature whatsoever incurred by Seller in connection with said security interest. Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall be subject to the mechanics lien legislation applicable to the location where the work will be performed.

**(c) INSURANCE:** Buyer agrees to insure the goods delivered under the Agreement in an amount at least equal to the purchase price against loss or damage from fire, wind, water or other causes. The insurance policies are to be made payable to Seller and Buyer in accordance with their respective interests, and when issued are to be delivered to Seller and held by it. Failure to take out and maintain such insurance shall entitle Seller to declare the entire purchase price to be immediately due and payable and shall also entitle Seller to recover possession of said goods.

**(d) INSTALLATION:** If installation by the Seller is included within the Seller's Quotation, Buyer shall provide all of the following at its own expense and at all times pertinent to the installation: i) free, dry, and reasonable access to Buyer's premises; and ii) proper foundations, lighting, power, water and storage facilities reasonably required. If any change in the scope of this Agreement or schedule for performance is ordered or directed by the Buyer (or any other party to the installation other than Seller) or any Force Majeure Event causes an increase in the cost or time required for Seller's performance of the work, Buyer shall make an upward equitable adjustment in the contract price or time of performance or both. Seller's additional costs, plus reasonable overhead and profit, shall be paid in full no later than 30 days from completion of such work.

**(e) COMPLIANCE WITH LAWS:** Seller's obligations are subject to the export administration and control laws and regulations of the United States and Canada. Buyer shall comply fully with such applicable laws and regulation in the export, resale or disposition of purchased products or equipment. Quotations or proposals made, and any orders accepted by Seller from a Buyer outside the United States or Canada are with the understanding that the ultimate destination of the products or equipment is the country indicated therein. Diversion of the products or equipment to any other destination contrary to the United States or Canada, as applicable, is prohibited. Accordingly, if the foregoing understanding is incorrect, or if Buyer intends to divert the products or equipment to any other destination, Buyer shall immediately inform Seller of the correct ultimate destination.

**(f) BUYER RESPONSIBILITIES:** Buyer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Seller secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Buyer and/or end user against unauthorized access. Buyer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

**(g) FORCE MAJEURE:** Seller shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Seller to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Seller, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in the tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Seller. If Seller's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Seller shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Seller is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Seller will be entitled to extend the relevant completion date by the amount of time that Seller was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Seller's cost to perform the services, Buyer is obligated to reimburse Seller for such increased costs, including, without limitation, costs incurred by Seller for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Seller in connection with the Force Majeure Event.

**(h) ONE-YEAR CLAIMS LIMITATION:** No claim or cause of action, whether known or unknown, shall be brought against Seller more than one year after the claim first arose. Except as provided for herein, Seller's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

T&C Version: 3/31/2021



**Memorandum of Understanding Between Johnson Controls Inc. and Sacramento City Unified School District – February 28, 2022**

This Memorandum of Understanding (“MOU”) is entered into by Sacramento City Unified School District and Johnson Controls, Inc. (collectively, “the Parties”) as of the date of full execution of the MOU (the “Effective Date”).


1. On or around December 10, 2020, Johnson Controls, Inc. (“JCI”) and Sacramento City Unified School District (“SCUSD”) executed an agreement referencing PO Number P21-01319 (the “Agreement”) whereby JCI agreed to sell and SCUSD agreed to purchase 6000 V-Pac Self-Contained Portable Air Purification Units with UV-C Bulbs (“V-Pacs”), including lamp and filter replacement parts, manufactured by UltraViolet Devices, Inc. (“UVDI”), for use in the school district’s classrooms. The total purchase price, including freight and tax, was \$6,148,125.00.
2. SCUSD financed the V-Pac transaction with relief funding received under the American Rescue Plan (“ARP”). The ARP relief funding was designed to facilitate the SCUSD’s efforts to mitigate the spread of COVID in the classrooms, and to implement appropriate indoor air quality improvements that foster healthy learning and working environments for students and staff.
3. Due to the nature of the order, the Agreement provided that “[o]nce the order is placed at the factory, it cannot be cancelled for any reason.”
4. The Agreement required SCUSD to make a 20% down payment, including tax, of \$1,207,125.00. SCUSD made this payment on December 21, 2020. Between March and May 2021, SCUSD made 3 additional payments totaling \$2,417,227.59.
5. The total amount SCUSD has paid JCI under the Agreement to date is \$3,624,352.59. \$2,523,772.41 of the \$6,148,125.00 purchase price currently remains unpaid.
6. Of the 6,000 V-Pacs purchased by SCUSD under the Agreement, 4,993 were shipped and delivered to SCUSD. However, in May 2021, prior to the shipment of the remaining V-Pacs, SCUSD requested and JCI agreed to halt further shipments due to outstanding questions concerning the value and efficacy of the V-Pacs for classroom use.
7. Given the longstanding partnership between JCI and SCUSD, the Parties worked together to overcome the challenges involved with SCUSD’s implementation of portable air purification technology for its classrooms and find a creative solution to avoid any dispute under the Agreement.
8. The crux of the solution permits SCUSD to return the units without contractual penalty and to repurpose the ARP relief funding on similarly qualifying projects and uses, while at the same time compensating JCI for the substantial negative financial impact JCI will incur downstream in returning all of the V-Pacs to UVDI.

9. Therefore, upon signature of this Memorandum of Understanding (“MOU”), the Parties agree as follows:
- A. JCI will furnish to SCUSD a Credit Memo that provides SCUSD with a credit on its account in the amount of \$3,624,352.59 (“V-Pac Credit”). The terms of the credit memo will entitle SCUSD to apply this amount toward accounts payable to JCI with respect to future healthy building and/or pandemic-related improvements to SCUSD buildings provided by JCI. Such improvements may include, but are not limited to:
    - i. HVAC/Rooftop Unit retrofits and replacements, Economizer upgrade and installations, Metasys upgrades and migrations, installations of classroom CO2 sensors and temperature control devices, UL Safe Trace Audits (IAQ, ventilation verification, and infection control for K-12 school), mechanical services to upgrade and/or retrofit ageing equipment, and/or other healthy-building related projects, including design services of such systems.
    - ii. The cost for such improvements, including but not limited to markup on any subcontract labor, will be consistent with any state or national purchasing agreement, or other public agency agreement JCI is a signatory to, such as Sourcewell (formerly NJPA) contracts and subject to review and approval by SCUSD staff (JCI to provide “open book” pricing for staff review).
  - B. The redemption period for the V-Pac Credit (\$3,624,352.59) will be by September 30, 2022. If the V-Pac Credit is not utilized in full within the redemption period, then JCI’s release of SCUSD is void and JCI may enforce the non-cancellation provision of the Agreement and seek restocking and other downstream costs from SCUSD. For purposes of this section, the definition of “utilized in full” during the redemption period shall refer to the issuance of a new purchase order by SCUSD accepted in writing by JCI or other provision of written assurance agreed to in writing by both parties for any future healthy building and/or pandemic-related improvements described above and shall not be interpreted to require the actual completion of the new project(s) by the redemption date.
  - C. SCUSD agrees to reach an agreement with JCI in writing in which SCUSD shall commit to spending the remaining balance under the original Agreement of \$2,523,772.41 (“V-Pac Balance”) with JCI in connection with one or more future healthy building and/or pandemic-related improvements by September 30, 2022. For any such Projects, SCUSD shall be invoiced by JCI as specified under the original Agreement.
  - D. All future purchases by SCUSD from JCI under the MOU shall be subject to JCI Standard Terms and Conditions.



- E. In exchange for these terms, JCI will not enforce the non-cancellation and modification provisions of the Agreement.
- F. **Instead, JCI will coordinate** UVDI's pick-up of all V-Pacs in SCUSD's possession and the return of all such units to UVDI, at no cost to SCUSD, no later than 30 days following execution of the MOU unless extended by mutual agreement in writing
- G. Subject to SCUSD's timely redemption of the V-Pac Credit and written commitment to spend the V-Pac Balance as set forth in Sections 9.B and 9.C above, no contractual penalty will be applied in connection with SCUSD's return of the units under the Agreement.
- H. Subject to performance of the terms and conditions stated above, the Parties agree to release all claims and causes of action, whether now known or unknown, which the parties have, or might have or could have asserted, against the other, its officials, employees, insurers, Board Members, attorneys, representatives, agents, vendors, or parties otherwise associated with the Agreement or the V-Pacs. For the avoidance of doubt, the release of liability extended by SCUSD to JCI extends and applies to UVDI.
- I. Each party will be responsible for its own legal fees and costs.
- J. The execution of this MOU shall not operate as an admission of liability by either party with respect to the Agreement or the V-Pacs.
- K. Except as otherwise agreed to by the Parties or required by law, including obligations arising under the California Public Records Act (Government Code section 6250 et seq.) and the Ralph M. Brown Act (Government Code section 54950 et seq.), the Parties and their attorneys agree to keep this MOU confidential.
- L. Each side agrees they will not publicly criticize, disparage, call into disrepute or otherwise defame the other with respect to the Agreement, the V-Pacs, and this MOU. The parties will further agree to a joint statement that indicate we are maintaining our long-standing business relationship and will continue to work on solutions that are beneficial to SCUSD's students, staff and community.

SIGNATURES:

  
 \_\_\_\_\_  
 Johnson Controls Inc.

2/28/22  
 Date

  
 \_\_\_\_\_  
 Sacramento City Unified School District

2/25/22  
 Date



| SCUSD / HVAC / Sites 10-23 |      |                     |                        | Funding source    | Funding source  |                 |      |
|----------------------------|------|---------------------|------------------------|-------------------|-----------------|-----------------|------|
| SCUSD ID                   | ID # |                     | Total site cost        | MOU Credit        | ESSER           | PO \$           | PO # |
|                            |      |                     | \$7,753,883.71         | \$3,624,352.59    |                 |                 |      |
| 0004-463                   | 10   | Alice Binery        | \$ 285,368.69          | \$ 285,368.69     | \$ -            | \$ -            |      |
| 0108-463                   | 11   | Ethel Baker         | \$ 353,658.18          | \$ 353,658.18     | \$ -            | \$ -            |      |
| 0110-463                   | 12   | Ethel Phillips      | \$ 344,499.13          | \$ 344,499.13     | \$ -            | \$ -            |      |
| 0354-463                   | 13   | Suttersville        | \$ 306,364.10          | \$ 306,364.10     | \$ -            | \$ -            |      |
| 0390-463                   | 14   | Woodbine            | \$ 307,705.57          | \$ 307,705.57     | \$ -            | \$ -            |      |
| 0183-463                   | 15   | New Joseph Bonnheim | \$ 297,605.68          | \$ 297,605.68     | \$ -            | \$ -            |      |
| 0269-463                   | 16   | Pacific             | \$ 440,072.69          | \$ 440,072.69     | \$ -            | \$ -            |      |
| 0272-463                   | 17   | Parkway             | \$ 338,438.60          | \$ 338,438.60     | \$ -            | \$ -            |      |
| 0229-463                   | 18   | Success Acadamy     | \$ 290,775.09          | \$ 290,775.09     | \$ -            | \$ -            |      |
| 0117-463                   | 19   | Fr. Ketih B Kenn    | \$ 189,734.28          | \$ 189,734.28     | \$ -            | \$ -            |      |
| 0571-463                   | 20   | Cap Cit             | \$ 191,699.76          | \$ 191,699.76     | \$ -            | \$ -            |      |
| 0520-463                   | 21   | Hiram Johnson HS    | \$ 1,319,695.95        | \$ 278,430.81     | \$ 1,041,265.14 | \$ 1,041,265.14 |      |
| 0525-463                   | 22   | JFK HS              | \$ 1,335,524.72        | \$ -              | \$ 1,335,524.72 | \$ 1,335,524.72 |      |
| 0530-463                   | 23   | Luther Burbank      | \$ 1,752,741.27        | \$ -              | \$ 1,752,741.27 | \$ 1,752,741.27 |      |
|                            |      |                     | \$ 7,753,883.71        | \$ 3,624,352.59   | \$ 4,129,531.13 | \$ 4,129,531.13 |      |
|                            |      |                     | <b>Total site cost</b> | <b>MOU Credit</b> | <b>ESSER</b>    | <b>PO \$</b>    |      |

**Solicitation Number: RFP #070121****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Johnson Controls, Inc., 5757 North Green Bay Avenue, Milwaukee, WI 53209 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for HVAC Systems and Related Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

**1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires August 12, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship for a period of one year for Equipment and Products and ninety days for Services. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Supplier will provide its standard proposal terms and conditions with specific scope for all task orders under this Contract. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## **7. CUSTOMER SERVICE**

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

#### **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

#### **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the



circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

### **11. INDEMNITY AND HOLD HARMLESS**

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, to the extent resulting from negligence or willful misconduct in the performance of this Contract by the Supplier or its agents or employees for third-party injury or death to person(s) or property or caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Supplier will not be liable for indirect or consequential damages. Vendor's liability to Sourcewell arising out of this Contract, with the exception of Supplier's indemnification obligations under this Section, shall not exceed amounts paid or payable under this Contract. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

### **12. GOVERNMENT DATA PRACTICES**

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

### **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

#### **A. INTELLECTUAL PROPERTY**

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws. Supplier shall have the right, at its option, to: i) make the Equipment or Products non-infringing, ii) replace the infringing Equipment or Products; or (iii) on return of the Equipment or Products by Sourcewell or the Participating Entity, Supplier will refund the amounts actually paid by Sourcewell or the Participating Entity for the infringing Equipment or Products, less depreciation over a three (3) year period. Liability for infringement under this Section excludes: (i) misuse or modification of the product by Sourcewell or the Participating Entity or its employees, agents or downstream customers, (ii) use of the product or work in combination with other materials, goods, products, or services for which the product was not intended to be used (as demonstrated by Supplier's applicable product literature), (iii) failure of Sourcewell or the Participating Entity to implement any update provided by Supplier that would have prevented the claim, (iv) work that Supplier made to Sourcewell's or the Participating Entity's specifications or designs, (v) product that is not manufactured by Supplier, and (iv) claims with respect to third party hardware or software.

5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

6. *Digital & Intellectual Property.* Use, implementation, and deployment of software and hosted software products proprietary to Supplier (“Software”) shall be subject to, and governed by, Supplier’s standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the “Software Terms”). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Supplier and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Supplier shall retain all right, title and interest in any (a) work provided to Sourcewell and any Participating Entities, including without limitation, all software source and object code, documentation, technical information or data, specifications and designs and any changes, improvements or modifications thereto (“Deliverables”), and (b) Know-How (defined below) employed by Supplier in the creation of the Deliverables or performance of the associated work, whether known to Supplier prior to, or developed or discovered or acquired in connection with, the performance of its obligations under this Contract. Ownership of all Deliverables and Know-How shall vest solely in Supplier and no Deliverables shall be deemed “works made for hire.” Without limiting the generality of the foregoing, ownership of all source files used in the course of performing all associated work shall remain the exclusive property of Supplier. For purposes of this Contract, “Know-How” means any know-how, processes, techniques, concepts, methodologies, tools, analytical approaches, database models and designs, discoveries, and ideas furnished, produced by, developed, or used by Supplier in the creation or provision of the Deliverables or in the performance of the Services, Products or Equipment, and any changes, improvements, or modifications thereto or derivatives thereof. Additional terms and conditions or other required transaction documentation related to Software Terms may be addressed directly between a Participating Entity and Supplier depending upon the Software or offering, including any applicable terms and conditions related to any Software subscriptions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

#### **15. FORCE MAJEURE**

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

#### **16. SEVERABILITY**

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

#### **17. PERFORMANCE, DEFAULT, AND REMEDIES**

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## **18. INSURANCE**

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or

“work” performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.



## **21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 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 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 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. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.



C. 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 C.F.R. § 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. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 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 C.F.R. § 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. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require 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). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 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 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 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. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must 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. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must 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.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

**22. CANCELLATION**

Sourcwell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcwell

Johnson Controls, Inc.

DocuSigned by:  
*Jeremy Schwartz*  
C0FD2A139D06489...

DocuSigned by:  
*Jeremy L. Rainwater*  
DD49E8F7B6E24C5...

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

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

Jeremy Schwartz

Jeremy L. Rainwater

Title: Chief Procurement Officer

Title: VP & GM HVAC and Controls North America

10/7/2021 | 8:54 PM CDT

10/14/2021 | 5:51 PM CDT

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved:

DocuSigned by:  
*Chad Coquette*  
7E42B8F817A64CC...

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

Chad Coquette

Title: Executive Director/CEO

10/14/2021 | 5:53 PM CDT

Date: \_\_\_\_\_

# RFP 070121 - HVAC Systems and Related Services

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## Vendor Details

Company Name: Johnson Controls, Inc.  
Does your company conduct business under any other name? If yes, please state: MD  
Address: PO Box 246  
Chesapeake City, Maryland 21915  
Contact: Tom Staves  
Email: thomas.staves@jci.com  
Phone: 443-676-8813  
Fax: 443-676-8813  
HST#: 39-0380010

## Submission Details

Created On: Thursday June 03, 2021 10:17:10  
Submitted On: Thursday July 01, 2021 10:19:53  
Submitted By: Tom Staves  
Email: thomas.staves@jci.com  
Transaction #: 3a12fdca-b2a1-4826-b500-969a9b2c8b16  
Submitter's IP Address: 104.129.195.1

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**Specifications****Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

| Line Item | Question   | Response *  |
|-----------|--|---|
| 1         | Proposer Legal Name (one legal entity only):   | Johnson Controls Inc.   |
| 2         | Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.  | Johnson Controls Canada, LP<br>Johnson Controls Security Solutions  |
| 3         | Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.   | Johnson Controls does not have any applicable assumed names.<br>Johnson Controls, Inc. has previously operated under two (2) former names:<br>1. Johnson Service Company from July 10, 1902 to November 11, 1974<br>2. Johnson Electric Service Company from July 31, 1900 to July 10, 1902 |
| 4         | Proposer Physical Address:   | 5757 North Green Bay Avenue Milwaukee, WI 53209   |
| 5         | Proposer website address (or addresses):   | www.JohnsonControls.com   |
| 6         | Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract): | Jeremy L Rainwater, VP & GM HVAC and Controls North America<br>5757 North Green Bay Avenue Milwaukee, WI 53209<br>jeremy.l.rainwater@jci.com<br>414-524-1200  |
| 7         | Proposer's primary contact for this proposal (name, title, address, email address & phone):  | Tom Staves<br>Cooperative Program Manager<br>705 Digital Drive, Suite N, LINTHICUM HEIGHTS, MD 21090-2267<br>Thomas.Staves@JCI.com<br>443-676-8813  |
| 8         | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):   | Andrew Pergande, Director Commercial Optimization<br>5757 North Green Bay Avenue Milwaukee, WI 53209<br>Andrew.Pergande@jci.com<br>414 524 6937   |

**Table 2: Company Information and Financial Strength**

| Line Item | Question | Response * |
|-----------|----------|------------|
|-----------|----------|------------|

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| 9  | Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.  | <p>Johnson Controls is a global diversified technology and multi-industrial leader serving a wide range of clients in more than 150 countries. Our Performance Infrastructure business, which operates independently, and specifically is responsible for the successful delivery of guaranteed savings projects and other alternative funding projects delivers world-class solutions that address our clients' energy and infrastructure needs. Our solutions leverage our experience from thousands of higher education projects across the country matched to the specific requirements and needs of the client and their facilities.</p> <p>Our company has its very roots in the energy efficiency business. In 1883, Warren S. Johnson, a professor at the State Normal School in Whitewater, Wisconsin, received a patent for the electric room thermostat. His invention launched the building control industry. Johnson Controls with over \$30 billion of revenue in 2017, recently Johnson Controls merged with Tyco to become a global leader in building systems, energy storage, and integrated security and fire.</p> <p>Johnson Controls is a pioneer in developing performance contracting as a viable means by which to update facilities and make them more cost-effective to operate. We have implemented more than 3,000 performance contracting agreements – all with guaranteed savings since 1983.</p> <p>Core Values, Business Philosophy Johnson Controls Values:<br/> <b>INTEGRITY FIRST:</b> We promise honesty and transparency. We uphold the highest standards of integrity and honor the commitments we make.<br/> <b>PURPOSE LED:</b> We believe in doing well by doing good and hold ourselves accountable to make the world a better place through the solutions we provide, our engagement in society, the way we do business, and our commitment to protect people and the environment.<br/> <b>CUSTOMER DRIVEN:</b> We win when our customers win. Our long-term strategic relationships provide unique insights and the ability to deliver exceptional customer experiences and solutions.<br/> <b>FUTURE FOCUSED:</b> Our culture of innovation and continuous improvement drives us to solve today's challenges while constantly asking 'what's next.'<br/> <b>ONE TEAM:</b> We are one team, dedicated to working collaboratively together to create purposeful solutions that propel the world forward.</p> <p>Industry Longevity Related To The Requested Equipment:<br/> Johnson Controls paints an impressive picture, with 130+ years of innovation and over four million customers. Johnson Controls is a global diversified technology and multi-industrial leader serving a wide range of customers. Our commitment to sustainability dates back to our roots in 1885, with the invention of the first electric room thermostat. Johnson is committed to helping our customers win and creating greater value for all of our stakeholders through a strategic focus on buildings and energy growth platforms.</p> <p>Products Or Services<br/> Johnson Controls offers best-in-class technologies, products, installation, and service capabilities across building management, fire, security, sensors/controls, HVAC, industrial refrigeration, and energy storage solutions. Our offering includes total support for all fire alarm, fire detection, fire protection, integrated security, HVAC, Building Controls, healthcare communications, and sound/communications needs. Our capabilities include design, engineering development, integration, installation, project management, programming, testing, commissioning, training, warranty support, and post-warranty service. Our Technicians are highly trained and use state-of-the-art test equipment to ensure high-quality results and are trained to perform related repairs, in addition to inspections and responding to emergency maintenance requirements. Our life safety services are "Best-Value" for the following reasons:<br/> - Specialized inspection teams trained to identify and correct problems before they occur, thus preventing costly nuisance alarms and unnecessary downtime.<br/> - Experienced technicians ensure that repairs are done right and promptly. Standardized reporting and documentation.<br/> - Customized service plans to meet any customer's needs.</p> <p>Our organization provides local support from our North American network of over 150 local offices in the United States and Canada. Each office functions as a "one-stop-shop" providing parts, supplies, and equipment specific to each of the clients it serves.</p> |
| 10 | What are your company's expectations in the event of an award?  | Johnson Controls expects to build upon our previous contract 030817-JHN successes. Though we had tremendous adoption by our sales teams, there is still much work that needs to be done to maximize the sales potential including launching Canada. We are looking to add additional personnel to our corporate sales team to manage field training, business development, and direct sales. An annual budget has been submitted to assist in the development of additional collateral and E-marketing campaigns and plans to attend local/ regional trade shows to promote our participation in the program.   |
| 11 | Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.  | Johnson Controls Inc is a wholly-owned indirect subsidiary of Johnson Controls International plc, a publicly owned company listed on the New York Stock Exchange (ticker: JCI). As a wholly-owned subsidiary, Johnson Controls Inc's financial results are consolidated in the financial statements of Johnson Controls International plc. In Fiscal Year 2020, Johnson Controls saw net revenue of \$22.3 billion with positive cashflow. Johnson Controls enjoys a strong balance sheet with \$10 billion in assets against \$8.2 billion in total liabilities. Total shareholders' equity was \$17.4 billion for FY 2020. We have provided the Johnson Controls 2020 Annual Report, credit and bond ratings, letters of credit, and detailed reference letters   |
| 12 | What is your US market share for the solutions that you are proposing?  | <p>Johnson Controls does not divulge market share for equipment categories, however, we can report on our North American market share for the following services:</p> <ul style="list-style-type: none"> <li>- Energy Saving Performance Contracting: 14%</li> <li>- P3: 36%</li> <li>- Service and Maintenance: 3%</li> </ul> <p>These values include both the US and Canada.</p>  |
| 13 | What is your Canadian market share for the solutions that you are proposing?  | See answer to question 12.  |
| 14 | Has your business ever petitioned for bankruptcy protection? If so, explain in detail.  | Johnson Controls has never petitioned for bankruptcy protection.  |
| 15 | <p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p> | B) Johnson Controls is a manufacturer and service provider with an extensive network of sales and service branches that are 100% company-owned. The branch network provides equipment, installation, and service for HVAC, security, fire, and Performance Contracting (PC) needs.  |

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| 16 | If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP. | <p>When selecting a company to provide HVAC systems and service, you want to choose a proven contractor that is responsible, experienced, and has employees with the expertise and knowledge to work efficiently and help you make the best choices for your facilities.</p> <p>In addition to professional licenses in all 50 states and 10 Canadian Provinces, our team members hold licenses, certifications, and accreditations by various professional organizations. Professional certification or accreditation indicates a certain proven amount of knowledge and experience in a particular subject area.</p> <p>To earn many of these credentials (e.g., LEED Accredited Professional), applicants are required to have experience in the field as well as pass a comprehensive examination administered by a third party. By regularly maintaining their certifications, our employees ensure they continue their education and keep pace with industry trends and standards.</p> <p>Please see the "Johnson Controls Certification Table" uploaded as a separate file. This table identifies just a few of the professional certifications held by Johnson Controls team members, relevant to HVAC equipment and services and energy efficiency projects. Beyond the dedicated resources for a project, our team can seek additional support from a variety of certified professionals at the regional and national level, as represented here.</p> |
| 17 | Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.  | Johnson Controls has been in business for well over 100 years and operates from about 120 offices in all North America. To the best of our knowledge and information, neither company, as a corporate entity, nor any of its branch or satellite offices have been suspended or debarred by any federal, state, provincial, or municipal public agency.   |

**Table 3: Industry Recognition & Marketplace Success**

| Line Item | Question | Response * |
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| 18 | Describe any relevant industry awards or recognition that your company has received in the past five years  | <p>Our organization participates in a wide range of activities and has been recognized in several unique areas. The following information highlights some key examples.</p> <p><b>SUSTAINABILITY AND CORPORATE SOCIAL RESPONSIBILITY</b><br/>                 2019 World's Most Ethical Company<br/>                 12 selections since 2007 (March 2020, selected for the 13th time) Ethisphere Magazine<br/>                 100 Best Corporate Citizens, 2019<br/>                 Transparency and social responsibility, since 2006<br/>                 Corporate Responsibility Magazine<br/>                 2019 Best Corporate Citizens<br/>                 Community involvement, environmental impact, and fair employee treatment.<br/>                 Forbes Magazine<br/>                 Change the World, 2018<br/>                 Companies that are doing well by doing good<br/>                 Fortune Magazine<br/>                 AAA Rating<br/>                 Environmental, social, and governance MSCI Socially Responsible Indices Carbon Clean 200<br/>                 Biggest public companies ranked by green energy revenues<br/>                 Corporate Knights and As You Sow<br/>                 Energy Star Most Efficient 2020 Most efficient products<br/>                 Energy Star<br/>                 Environmental Leader Project of the Year<br/>                 For partnership with The University of Hawai'i (UH) Maui College Environmental Leader and Energy Manager Today<br/>                 Top Project Judges' Choice Award for its impressive strides in sustainability and renewable energy<br/>                 Environmental Leader and Energy Manager Today<br/>                 Environment + Energy Leader 100<br/>                 Terrill Laughton, VP, and GM of Energy Optimization and Connected Equipment Environmental Leader and Energy Manager Today</p> <p><b>INNOVATION</b><br/>                 Johnson Controls Top 100 Global Innovators, 5-time winner<br/>                 Most innovative corporations and institutions in the world, 2016, 2017, 2019, 2019,2020<br/>                 Clarivate Analytics<br/>                 Overall IoT Company of the Year, 2020<br/>                 Top companies, technologies, and products in the global Internet of Things (IoT) market<br/>                 IoT Breakthrough<br/>                 Most Intelligent Building – Corporate Headquarters (Bee'ah's new headquarters in the UAE)<br/>                 Optimize energy efficiency, make the best use of available space and help the building's occupants be more productive<br/>                 Digie Award</p> <p><b>QUALITY / PRODUCTS</b><br/>                 Our organization participates in a wide range of activities and has been recognized in several unique areas. The following information highlights some key examples.<br/>                 Humanitarian Award, 2019<br/>                 Fire Commissioner's Humanitarian Award<br/>                 Fire Department of the City of New York Foundation Sustainability Product of the Year<br/>                 The YORK® Mission Critical Direct Evaporative Cooling Air Handling Unit in the 2019 Sustainability Awards. The awards honor those who have made sustainability an integral part of their business practice.<br/>                 The Business Intelligence Group<br/>                 Edison Award<br/>                 Environmentally Friendly Solutions sub-category of the Energy and Sustainability award category<br/>                 The Edison Awards annually honor excellence in human-centered design and innovation<br/>                 Five honors in the 2019 Brandon Hall Group Human Capital Management Excellence Awards<br/>                 Innovative learning solutions and sales training programs that help improve the human capital management space, achieve results and provide meaningful careers<br/>                 Brandon Hall Group<br/>                 YORK® YHAU CGN Absorption Chiller – Heater<br/>                 Use of a natural refrigerant (water) that offers zero ozone depletion and global warming potential<br/>                 New Products for Engineers<br/>                 2018 IW Best Plants Winner, Norman OK plant<br/>                 Operational excellence<br/>                 Industry Week<br/>                 Four 2019 World Class Briefing Awards for its excellence in management, planning, customer experience, and measurement<br/>                 Association of Briefing Program Managers<br/>                 Most Intelligent Building – Corporate Headquarters (Bee'ah's new headquarters in the UAE)<br/>                 Optimize energy efficiency, make the best use of available space and help the building's occupants be more productive<br/>                 Digie Award</p> <p><b>WORKFORCE DIVERSITY</b><br/>                 Grady Crosby, vice president of public affairs and chief diversity officer honored with the 2019 Business Champion award<br/>                 Commitment to creating a diverse and inclusive workforce<br/>                 African American Chamber of Commerce<br/>                 Top 50 Employers for Women Engineers, 2019<br/>                 Readers of Woman Engineer were asked to name the employers for whom they would most like to work or that they believe would provide a positive working environment for women<br/>                 Women Engineer<br/>                 50 Best Companies for Diversity Dec. 2018<br/>                 Black Enterprise Magazine Top Employer – China, 2019<br/>                 For exceptional employee conditions, nurturing and developing talent throughout all levels of the organization and striving to optimize its employment practices and to develop its employees<br/>                 Top Employers Institute, China 2019<br/>                 Best of the Best for U.S. Veterans<br/>                 Top Veteran-Friendly Companies<br/>                 U.S. Veteran's Magazine<br/>                 2019 Sustainability Awards and Recognition does not include most recognition bestowed to specific locations and individual employees by organizations around the world for our employees' work to build a sustainable world and does not include sustainability indices to which Johnson Controls was named. This list is representative but not exhaustive of global sustainability honors and awards.</p> |
| 19 | What percentage of your sales are to the governmental sector in the past three years  | 26%  |
| 20 | What percentage of your sales are to the education sector in the past three years   | 18%  |
| 21 | List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years? | NCPA - \$3,865,224<br>TIPS - \$2,281,196<br>NASPO - \$6,036,765<br>OMNIA - \$1,500,000 (1st yr of agreement)   |

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| 22 | List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years? | GSA - 084 190CA \$11,680,149<br>GSA-03FAC 0060P \$5,131,971 |
|----|--|---|

**Table 4: References/Testimonials**

**Line Item 23.** Supply reference information from three customers who are eligible to be Sourcewell participating entities.

| Entity Name *              | Contact Name *  | Phone Number *                                      |
|----------------------------|-----------------|---|
| Brainerd Public Schools    | Earl Wolleat    | 218-454-6906<br>earl.wolleat@isd181.org             |
| Castlewood School District | Dawn Wiersma    | 605-793-2351<br>dawn.wiersma@k12.sd.us              |
| Watertown School District  | Heidi Clausen   | 605-882-6314<br>heidi.clausen@k12.sd.us             |
| Fort Bend County           | Taral Patel     | 281-341-8608<br>taral.patel@fortbendcountytexas.gov |
| Marshall County            | Roger Haugtvedt | 218-745-4951<br>rodger.haugtvedt@co.marshall.mn.us  |

**Table 5: Top Five Government or Education Customers**

**Line Item 24.** Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

| Entity Name                                  | Entity Type * | State / Province *             | Scope of Work *  | Size of Transactions *      | Dollar Volume Past Three Years * |
|--|---------------|--------------------------------|--|-----------------------------|----------------------------------|
| Western Regional Integrated Health Authority | Government    | NL - Newfoundland and Labrador | P3, service, controls  | \$322.00 – \$109,274,268.00 | \$109.3M                         |
| Corvias Group - Public Housing               | Government    | Florida - FL                   | Work for this entity took place in multiple states. Performance Contracting infrastructure improvements    | \$61,531 – \$43,968,914     | \$97M                            |
| CUNY - The City University of New York       | Education     | New York - NY                  | Service, Chiller plant upgrade, hot water BMS extension, security cameras, various infrastructure upgrades | \$5,620 – \$24,724,109      | \$35.9M                          |
| City of Toledo                               | Government    | Ohio - OH                      | Performance Contract, various HVAC upgrades, automated meters, controls, service                           | \$334 - \$75,390,135        | \$75.9M                          |
| School District of Philadelphia              | Education     | Pennsylvania - PA              | Performance Contract, fire alarm, controls, various mechanical HVAC equipment upgrades                     | \$3,986 - \$24,000,000      | \$64.4M                          |

**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

| Line Item | Question   | Response *  |
|-----------|--|---|
| 25        | Sales force.   | Johnson Controls has 1740 sales personnel in North America working out of more than 160 branch offices. Our sales professionals are full-time employees. Most of the North American employees are full time with less than 1.5% being temporary or part-time.   |
| 26        | Dealer network or other distribution methods.  | Johnson Controls, Inc. does utilize a minimal amount of Agents at strategic locations throughout the USA. These Agents will be required to work through a local branch when using the Sourcewell contract to ensure pricing integrity and contract compliance. For those dealers that eventually want to sell direct, they will be required to go through a training program and a contract modification will be submitted to add them as an approved Dealer/Agent.   |
| 27        | Service force.   | As mentioned previously, we understand the importance of having a local presence in the communities we serve. This is why we have over 4,800 front-line service providers nationwide in over 160 branch locations. These service providers are direct employees of Johnson Controls.  |
| 28        | Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.  | <p>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. In most North American locations, we have the capability to answer emergency calls within two hours of the original call if required by the customer. Once issues are logged via our 24-hour emergency number, a record of the emergency is made for tracking purposes, and a service team member or members will be dispatched to the site of the issue.</p> <p>We also provide next-day service for routine service calls. We guarantee to answer emergency calls within 24 hours of your call and have technicians available 24-hours a day, seven days a week.</p> <p>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.</p> <p>Some very remote locations may be more than 2-hours away from a service branch. In those cases, we may install additional technology to enable us to detect, analyze, and possibly remedy problems remotely. Another option is establishing a connection to our Remote Operations Center who can then detect, report, and fix problems as they occur. In some cases, we have subcontracted with a local firm that can provide service within the 2-hour window.</p> <p>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 systems, 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 the community of a local service provider.</p> <p>The Johnson Controls E-Service tool provides a customer portal where Sourcewell members can access information related to their building(s) and service jobs, including details about service history, service requests, agreements, and invoices. From the main portal page, they can also review news articles and connect directly to various offerings.</p> <p>Our service branches are certified to service a wide range of facility infrastructures including the following:</p> <ul style="list-style-type: none"> <li>Building automation control systems</li> <li>Chiller and refrigeration equipment</li> <li>Boilers and associated heating systems</li> <li>Air handling equipment and large fans</li> <li>Hydronic equipment including pumps and cooling towers</li> <li>Pneumatic air systems (control and process)</li> <li>Fire alarm systems</li> <li>Security and card access control systems</li> <li>Low and high voltage electrical systems</li> <li>Packaged rooftop units and unitary heat/cooling equipment</li> </ul> <p>Maintenance</p> <p>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 a 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.</p> <p>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 is equally important in a successful strategy.</p> <p>Reactive Maintenance<br/>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>Predictive Maintenance<br/>Checking the condition of the equipment as it operates. Equipment conditions, rather than time intervals, determine the need for service.</p> <p>Preventative Maintenance<br/>Scheduling maintenance at specific times offers the first line of defense against failure.</p> <p>Proactive Maintenance<br/>Addresses root causes identified by predictive methods. It isolates and corrects the sources of failure altogether.</p> |
| 29        | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.   | Johnson Controls will support all geographic areas and market sectors of the United States through the proposed contract. We will be offering and promoting an awarded contract to all Sourcewell member segments and verticals through the proposed contract.  |
| 30        | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.  | Johnson Controls frequently provides products and services to customers in Canada, and will gladly support Sourcewell Canadian members. We have successfully managed, engineered, and implemented more than \$550 million in performance contract projects across Canada, which represents over \$600 million in guaranteed savings. We have 20 branch offices located throughout Canada, which enables us to provide HVAC systems and services to all provinces, Yukon Territory, the Northwest Territories, and Nunavut.  |
| 31        | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.   | Johnson Controls can service all geographic areas of the United States and all Sourcewell Member sectors. We have an international presence and an extensive presence in the United States and Canada. We provide HVAC systems and services to all markets and sectors and have entire teams dedicated to State Government, Higher Education, K-12 Schools and Districts, Local Government, Federal Government, Healthcare, and Public Housing.   |
| 32        | Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract? | Johnson Controls, Inc. can service all geographic areas in North America across all entity sectors with no limitations.   |
| 33        | Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.   | Johnson Controls operates offices located in HI, AK, and US Territories. There will not be any additional charges to service customers located within these areas unless they are more than our standard branch response area of 1 hours' travel from the nearest Johnson Controls office.  |

**Table 7: Marketing Plan**

| Line Item | Question   | Response *   |
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| 34        | Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response. | <p>Our proposed Sourcewell marketing plan includes a coordinated effort between Johnson Controls and Sourcewell. We will continue to market the SOURCEWELL program both internally and externally via our corporate websites. Brochures will be dispensed in both hard copy and electronic format. Our team's Cooperative Program Manager, Mr. Tom Staves, will continue to oversee the program. Mr. Staves will be responsible for driving growth. He will be assisted by the following personnel who have also been supporting Sourcewell in the past. The following sales personnel will assist with the training, promotion, and direct sales to SOURCEWELL clients:</p> <p>Ms. Mary Beth Alexander - Business Development Mgr.<br/>                     Ms. Melanie LeClair - Business Development Mgr.<br/>                     Ms. Hayley Nitschke - Marketing</p> <p>The Sourcewell Logo will be added to tradeshow banners and promoted locally and nationally via numerous tradeshows our personnel attends throughout the year. We will continue to promote Sourcewell via our website. We will also distribute a form to clients. The form will be used to request additional information or schedule a meeting with a sales representative.</p>   |
| 35        | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.  | <p>We use a variety of electronic platforms to ensure contract awareness and to continually educate customers on life safety in general. Some current updates that are in process include; having a strong digital component to our advertising program that includes pay-per-click advertising. Online banner advertising, e-newsletters, links to JohnsonControls.com from key websites. We continue to make significant investments in redesigning our website and implementing marketing automation software that integrates with salesforce.com.</p> <ul style="list-style-type: none"> <li>• Update our existing customer database files for known Sourcewell members</li> <li>• Continuous refresh/updates to the Internet (as stated, there will be a dedicated page to Sourcewell)</li> <li>• Conduct Emailer campaigns</li> <li>• We have launched a very successful webinar series "Learn from the Leader" that takes on a new industry-related topic once per quarter. Free for all that attend.</li> <li>• All Sourcewell customers will have access to Service Channel. A dedicated secure portal where inspection reports, will be uploaded, service calls can be placed, and can even check on the time until the technician arrives.</li> <li>• Will promote via newsletter and corporate announcement</li> </ul> |
| 36        | In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?                                | <p>Johnson Controls entities have had tremendous success with our previous Sourcewell awards. As you see we have many of the same customers still with us under Sourcewell and have greatly expanded the program. We continue to make improvements and build upon past successes and learn from our experiences. Affiliated companies including Johnson Controls Security Solutions, Johnson Controls Canada LP, and Tyco Integrated Fire and Security have the benefit of working from procedures that have been established by Johnson Controls Fire Protection.</p> <p>Our team is driven to provide efficient public service through our national contract purchasing solutions and other related programs. We are only able to do this as we work together; to create a unified purchasing alliance that is valued by both Sourcewell Members and contracted suppliers.</p> <p>We understand our sales staff will be responsible for the majority of the marketing responsibilities for this contract. We are positioned to continue to work together to support a wide range of Sourcewell clients.</p>  |
| 37        | Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.            | <p>Most of our products are designed, developed, and integrated to meet specific customer needs. SSNA products and services are purchased primarily through our local branch network.</p>  |

**Table 8: Value-Added Attributes**

| Line Item | Question   | Response *   |
|-----------|--|--|
| 38        | Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply. | <p>By partnering with Johnson Controls, Sourcewell members will have the ability to customize training to meet their needs. Our programs can be comprehensive to increase the self-sufficiency of staff or more focused to develop competencies where needed. We design our training programs in conjunction with our service offerings to protect customer investments while maximizing the efficiency of their operations. Through continuous support and professional development, we align our services with their mission.</p> <p>To create a truly focused learning experience, we carefully customize our training programs to align with your goals and objectives. To help determine what training will be required for your staff, we will work with you through a series of brief interviews and simple tests with representatives from maintenance supervisors, maintenance staff, facilities engineering, and quality control. The program steps include the following:</p> <ul style="list-style-type: none"> <li>Define current maintenance and operating procedures</li> <li>Define required maintenance and operating procedures required for new equipment</li> <li>Review training options with plant engineering and maintenance</li> <li>Determine and organize training programs, based on need and skill level, for functional groups within the facility (supervisors, maintenance staff, custodial, etc.)</li> <li>Perform training with each group using a mix of theory, hands-on practice, and maintenance manual application</li> <li>Record each session for future use by staff</li> <li>On a regular basis, repeat and redesign new needs and re-establish competency on old ones</li> </ul> <p>Johnson Controls Institute</p> <p>Professional instructors with industry experience, state-of-the-art equipment, and hands-on lab activities are hallmarks of the Johnson Controls Training Institute experience. The Institute has been widely regarded as one of the best educational sources in the building environments industry since its establishment in 1947. Each year, more than 4,000 clients and employees attend courses at our institute.</p> <p>Training is available on-site or at one of our many training centers across the U.S. On-site training features hands-on training on your own equipment. For a listing of courses, please visit our website at <a href="http://www.johnsoncontrols.com">www.johnsoncontrols.com</a>.</p> <p>Packaged Training Programs</p> <p>We realize that off-site classroom instruction is not always practical. For that reason, the Institute produces several packaged training programs to assist our clients. Convenient and effective in-house training is possible through a variety of instructional videotapes, sound/slide, and computer-based training programs produced by the Institute.</p> <p>The computer-based training programs use the power and flexibility of the computer to deliver an interactive learning experience. Interacting one-on-one with the computer, the student can gain a better working knowledge of HVAC systems, energy management concepts, and facilities management system operation. The student can review each modular lesson after the initial learning experience to refresh skills as needed.</p> <p>Branch and On-Site Instruction</p> <p>Because branch training can provide a more convenient and cost-effective alternative to our standard Institute locations, we have converted many of our more popular courses to branch training programs. We can also conduct select courses using remote seminars that allow group training of the client's facilities, systems, and equipment. On-staff Johnson Controls Institute instructors teach the remote seminars at client sites, our offices, or another convenient location depending on the needs of the client group. We use portable equipment simulators that enable employees to practice without jeopardizing building operations.</p> <p>Another option for on-site instruction is on-the-job training, which allows our engineers, technicians, and mechanics to provide instruction at your facilities. This training is excellent for practical and productive learning. Materials include course handbooks, on-site laboratory sessions, and examinations. Typical topics include energy management, HVAC systems maintenance, and facility management system operation. Finally, phone support and technical assistance are always available over the phone or during our normal client service visits.</p> |

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|----|---|--|
| 39 | Describe any technological advances that your proposed products or services offer.  | <p>Our latest technology deployment is OpenBlue, which is further described in Question 70. It is a complete suite of connected solutions that deliver impactful sustainability, new occupant experiences, and respectful safety and security that combines our 135 years of building expertise with cutting-edge technology. OpenBlue features a suite of tailored, AI-powered service solutions such as remote diagnostics, predictive maintenance, compliance monitoring, advanced risk assessments, and more.</p> <p>One of our more powerful and popular technological advances is our Connected Services. All microprocessor-based York chillers can be connected to our Remote Operations Center and monitored 24/7. This information will better prepare our chiller technicians during their service visits and alert them during abnormal operating conditions. Our team will truly be connected to your member's operations resulting in improved performance.</p> <p>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.</p> <p>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.</p> <p>This application also allows our customers to sign off on completed work, which is immediately available for viewing on the Customer Portal. This tool also gives our technicians access to the internet for updated information on third-party equipment and Johnson Controls compiled database on third-party equipment.</p>   |
| 40 | Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.   | <p>At Johnson Controls, we've been dedicated to protecting the environment since our invention of the electric thermostat in 1885, which provided a fundamental shift in the energy efficiency of buildings. Now, all over the world, our products and services empower customers and communities to consume less energy and conserve resources.</p> <p><b>Our Objectives</b><br/>Sustainability is an integral part of our vision and values. Our environmental efforts are conducted with the following objectives in mind:</p> <ul style="list-style-type: none"> <li>• Supporting our company's growth and exceeding our customers' increasing expectations for more sustainable products and services.</li> <li>• Fostering a culture of sustainability that engages and attracts people who want to make a difference.</li> <li>• Improving our operational efficiency, including lowering costs and reducing the environmental footprint of our operations and supply chain.</li> <li>• Expanding engagement with our stakeholders on environmental issues, including leading in global partnerships that increase the scale of our sustainability impact.</li> <li>• Demonstrating our commitment from the top, including the continued integration of sustainability into company goals and decision-making.</li> </ul> <p><b>Our Accomplishments</b><br/>Across our organization, we seek to continuously improve in our environmental work. We're proud and fortunate to have been included in more than 40 prestigious sustainability indexes in recent years.</p> <p>2020 World's Most Ethical Company. Our 13th year in a row to be so recognized—a record only 7 companies worldwide have ever achieved.</p> <p>100 Best Corporate Citizens, 2020. We achieved the rank of #3 in our category and #18 overall among the 100 Best Corporate Citizens for 2020, for environmental, social, and governance (ESG) transparency and performance. We were up against 1000 of the biggest companies in the US to achieve this ranking.</p> <p>MSCI AAA Status. This is Morgan Stanley's sustainability index. Only 5% of companies achieve AAA.</p> <p>S&amp;P 500 ESG Index. Even at a time when companies like Walmart, Twitter, and Honeywell were dropped from the S&amp;P index, we maintained our spot. We are included in the Dow Jones Sustainability Index as well.</p> <p>Here are just some of the reasons why we've received this recognition:</p> <ul style="list-style-type: none"> <li>• From 2002 through 2017, we are proud to have reduced our energy intensity by 47 percent and our greenhouse gas intensity by 41 percent.</li> <li>• Our efforts align with the United Nations Sustainable Development Goals, a universal call to action to end poverty, protect the planet and ensure that all people enjoy peace and prosperity.</li> <li>• We always strive to do more, which is why in 2017 we adopted a new 2025 Sustainability Strategy. 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 are committing to new, ambitious 2025 goals related to greenhouse gas emissions, energy, water, waste, safety, and diversity from a 2017 baseline.</li> </ul> |
| 41 | Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors. | <p>We are unaware of the Certification of independent products, however, Johnson Controls uses third-party software Process Map for our Environmental, Health, and Safety Information System (EHSIS) to track environment, health, and safety data from facilities worldwide. Data are reviewed routinely by qualified personnel, including the regular use of an internal audit process to check not only data in the system but also site-level checks of original records and other aspects. At times, we engage assistance from third-party environmental, health and safety, and ISO consultants for site-specific audits. This includes using, for some sites, certified registrars to validate and certify our operations to various quality, environmental, six sigma, and safety standards, e.g., ISO 9000, ISO 14001, OHSAS 18001. Additionally, filings with environmental, health and safety, and other regulatory agencies are routinely checked internally and by the applicable regulatory agency.</p>  |
| 42 | Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.    | <p>Johnson Controls is a leader in supplier diversity. Since 1993, we have spent more than \$22 billion with certified women- and minority-owned suppliers. Globally, we have included more than 300 diverse and historically underutilized companies into more than 30 product and service procurement categories to support our customer solutions.</p> <p>Johnson Controls' supplier diversity program is successful because of accountability, training, and supplier diversity processes that extend into our customer and supplier networks.</p> <p>Supplier diversity is approached as a discipline that is not confined to one department, geography, or an elite group of star performers. All of the operational, commercial, and advanced supplier diversity activities are tied together with standardized processes company-wide.</p>   |

|           |   |   |
|-----------|---|---|
| <p>43</p> | <p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p> | <p>Sourcewell members can ensure their project produces significant energy savings and the highest return on investment by selecting a company with extensive HVAC System and Service experience and a nationwide branch network that ensures expert local service in every market in North America.</p> <p>Unparalleled Experience</p> <p>By selecting Johnson Controls, Inc. (Johnson Controls), Sourcewell members will engage an industry leader that has implemented over 3,000 ESPC projects over the past 30+ years and helped pioneer the ESPC industry in the 1980s. We are the national leader in HVAC Systems and services with a greater market share and more experience than any of our competitors. We currently hold over \$6 billion in performance-based guarantees through approximately 615 projects across North America.</p> <p>This experience ensures that Sourcewell members can realize a high-performance project that is designed, implemented, commissioned, and serviced by reliable experts that have successfully installed and service HVAC systems for other K- 12, higher-education, state, and local government bodies.</p> <p>We offer our customers the reliability and financial stability of a Fortune 100 company. Our sales for the fiscal year 2015 totaled \$37.2 billion. Our financial muscle is balanced by a strong code of ethics. For the tenth year in a row, Johnson Controls has been named one of the "World's Most Ethical Companies" by the Ethisphere Institute. Corporate Responsibility Magazine has also recognized Johnson Controls as the #14 company in its annual "100 Best Corporate Citizens" list.</p> <p>Our long history and proven capabilities illustrate that we can perform all phases of any project and provide Sourcewell member entities with the best value through equipment upgrades, equipment maintenance, and service, training, or any combination of service that you require.</p> <p>We Are Where You Are</p> <p>Our field service branch network of 4,500 front-line service providers in over 160 branch locations shows that although Johnson Controls has a large national and international footprint, we understand the importance of having a local presence in the communities we serve.</p> <p>Our extensive branch network is 100% company-owned and operated, which enables us to share resources, expertise, innovations, and corporate values throughout the entire branch network. This enables all of our branch employees to benefit from the experience and lessons learned on projects we perform across the nation and around the world. No other Energy Services Company (ESCO) has a similar network.</p> <p>By investing in local branch locations, we enable local decision-making authority that makes it easier to respond to the needs of customers in a timely manner. Our investment also helps support the communities where we live and work.</p> <p>Flexibility and Consistency</p> <p>Sourcewell members can benefit from our established and uniform development and implementation approaches that provide a consistent level of service and expedited delivery. We will apply the same management approach at a small-town school district, as we will for a world-renowned University or large state customer with highly dispersed facilities. This ensures that each project meets our standards of quality, safety, and maximum return on investment for our customers.</p> <p>With a large number of resources available to our teams, we are able to provide projects with additional staff to meet aggressive deadlines. Additionally, our ability to streamline the development, procurement, and implementation processes ensure faster upgrades of facilities so our customers will realize savings sooner.</p> <p>Safety</p> <p>At Johnson Controls, we realize safety is just as important to you as it is to us. From onsite field employees to corporate offices, safety is built into all the services we provide.</p> <p>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.</p> <p>Commitment to Diversity</p> <p>For any project we undertake, we endeavor to maximize participation from minority-owned and Historically Underutilized Businesses (HUBs). This is an increasingly important goal for many of our customers and benefits Johnson Controls by expanding our pool of available talent in each marketplace.</p> <p>We have more than 700 diverse suppliers representing more than 50 product and service categories. Approximately 7% of Johnson Controls' outside purchases are made with diverse suppliers and contractors with minority purchases making up approximately 80% of the spend. The remaining external purchases are from women-owned firms and firms designated by government agencies as small or disadvantaged businesses.</p> <p>Because of these efforts, Johnson Controls has joined the elite Billion Dollar Roundtable, an organization comprised of only 24 U.S. corporations that spend more than \$1 billion annually with minority- and women-owned businesses.</p> <p>Commitment to Sustainability</p> <p>Sustainability is a cornerstone of our business. We create sustainable solutions through all of our workstreams and practice what we preach as a corporation. Our corporate headquarters campus in Glendale, Wisconsin represents the largest concentration of LEED Platinum buildings with four awarded buildings in one site.</p> <p>Since 2002, we have publicly 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 2015 Sustainability Report is available for you to view online at:</p> <p><a href="http://www.johnsoncontrols.com/corporate-sustainability/reporting-and-policies/business-and-sustainability-report/environmental-leadership">http://www.johnsoncontrols.com/corporate-sustainability/reporting-and-policies/business-and-sustainability-report/environmental-leadership</a></p> |
|-----------|---|---|



**Table 9A: Warranty**

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

| Line Item | Question  | Response *   |
|-----------|---|--|
| 44        | Do your warranties cover all products, parts, and labor?  | Our warranty structure is set forth to protect our clients against faulty products installed by or workmanship completed by our personnel. Our warranties cover all products, parts, and labor associated with the Johnson Controls installed or serviced system.  |
| 45        | Do your warranties impose usage restrictions or other limitations that adversely affect coverage?   | There are no usage limitations in our warranty system for Johnson Controls installed or serviced systems.  |
| 46        | Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?   | Technician travel time and mileage to perform warranty repairs are covered under our warranty program.   |
| 47        | Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair? | Due to the presence of our company-owned district offices throughout North America, we are not aware of any geographic region where we cannot provide warranty repair services.  |
| 48        | Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?  | As indicated above, our policy states we will warranty a system installed by our technicians for a period of 1 year from the date of the customer's beneficial use. Service parts carry a 90-day warranty from the date of installation by a qualified technician. Different manufacturers may offer their own equipment warranties that cover the replacement cost of specific system components  |
| 49        | What are your proposed exchange and return programs and policies?   | According to the specific terms of each client's agreement, we can exchange a faulty piece of equipment or system component under warranty for its current equivalent. Equipment that cannot be repaired, or that is part of a legacy system no longer supported, will be replaced at the client's request.  |
| 50        | Describe any service contract options for the items included in your proposal.  | <p><b>Maintenance</b><br/>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 a 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.</p> <p>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 is equally important in a successful strategy.</p> <p><b>Reactive Maintenance</b><br/>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><b>Predictive Maintenance</b><br/>Checking the condition of the equipment as it operates. Equipment conditions, rather than time intervals, determine the need for service.</p> <p><b>Preventative Maintenance</b><br/>Scheduling maintenance at specific times offers the first line of defense against failure.</p> <p><b>Proactive Maintenance</b><br/>Addresses root causes identified by predictive methods. It isolates and corrects the sources of failure altogether.</p> |

**Table 9B: Performance Standards or Guarantees**

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

| Line Item | Question   | Response *  |
|-----------|--|---|
| 51        | Describe any performance standards or guarantees that apply to your services                             | <p>Johnson Controls utilizes a total quality management approach across Canada and throughout North America. Johnson Controls develops a clear picture of our customer's definition of quality service, from that we generate a defined set of objectives that form the basis of our performance standard.</p> <p>This method will ensure that Johnson Controls clearly understands and proactively participates in exceeding all of a customer's goals, and in our ability in achieving your expectations for customer satisfaction.</p> <p>Johnson Controls team and individual performance goals are set to a level exceeding the customer's acceptable performance standard. Performance evaluations are based on the team's success in achieving overall project goals; thus, teams are motivated to apply persistent, dedicated, and focused effort to overachieve their goals.</p> <p>Our Performance Infrastructure team provides guarantees for our Performance Contracting projects.</p> <p>For a Performance Contract, Johnson Controls guarantees the savings amount in the contract.</p> <ul style="list-style-type: none"> <li>- We begin monitoring the savings performance at the onset of the construction period and continue throughout the guarantee period. At the same time, we suggest and implement operational enhancements to fine-tune the overall performance.</li> <li>- We monitor savings during the year, produce scheduled reports that describe the results and reconcile the guarantee at the end of each year (or as dictated by the M&amp;V plan).</li> <li>- If the dollar savings are equal to or greater than the guarantee amount, customers receive all of the excess benefits. If there is a shortfall, Johnson Controls will pay the difference between the actual and the guaranteed amount in the form of a check or as additional equipment and services.</li> <li>- We repeat the annual tracking and reconciliation process each year throughout the term of the agreement.</li> </ul> |
| 52        | Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.) | A schedule of values is provided with each proposal that provides details of the service or product being provided, outlines timelines, billing, and responsible parties. There are standard communication and response time protocols that will be outlined at the task-order level.   |

**Table 10: Payment Terms and Financing Options**

| Line Item | Question  | Response *   |
|-----------|---|--|
| 53        | Describe your payment terms and accepted payment methods?   | Payment terms are NPR 30 for all invoices. For contracting sales, a schedule of values will be outlined regarding payment intervals throughout the installation process including after-warranty PSA.  |
| 54        | Describe any leasing or financing options available for use by educational or governmental entities.  | It is the intent of Johnson Controls to utilize Sourcewell Approved Leasing Vendor NCL for potential financing of our Sourcewell opportunities.<br>Our organization offers various financial solutions in an effort to remain focused on the financing needs of its customers. Program offerings include:<br>Direct Purchase<br>Fair Market Value (FMV) Purchase Option<br>10% Purchase Option   |
| 55        | Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders. | Systems and Services North America has a wholly-owned branch network that provides proposals directly to customers for requested product or service purchases. Each proposal procured through the Sourcewell contract will be marked in Salesforce as a Sourcewell Cooperative and will have the Sourcewell contract number and will be logged. Additionally, services are quoted and tracked using the Sourcewell "buying group" Upon customer award and invoiced, these sales will be reported to Sourcewell quarterly |
| 56        | Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.  | Johnson Controls will utilize standard commercial quoting tools when quoting Sourcewell opportunities. The primary systemic tools utilized to build proposals are Selection Navigator, Yorkworks, and NxGen when quoting services. Standard JCI commercial terms are incorporated into these proposals.  |
| 57        | Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?  | We do accept P-card procurement and payment, and we do not pass on any fees to the customer.   |

**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

| Line Item | Question  | Response *   |
|-----------|---|--|
| 58        | Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.                              | This agreement will apply to all Johnson Controls Systems and Services North America (SSNA) branches across the United States. Johnson Controls strives to be a company that is easy to do business with. Therefore, our approach for this opportunity is to keep our pricing model simple, easy to use, and transparent.<br><br>Labor Rates<br>For labor rates, each branch location has published street labor rates that are competitive in their local markets. We will be using the approach discounting 10% off of our local branch published street rates (benchmark: Our labor pricing approach is the same approach utilized by Johnson Controls for GSA Schedule 84, which can be used by most state and local government entities). Local labor rates change annually.<br><br>Equipment, Controls, and Solutions<br>For equipment, controls, fire / Security alarm, and parts manufactured by Johnson Controls, our approach is to discount off of our North American List Price (NALP) or List Price depending upon the pricing tool being utilized.<br>For outside purchased HVAC equipment, controls, fire, security, technology equipment, and miscellaneous components, our approach is to mark up over our cost.<br>HVAC Specialty Air Quality Products are custom built, so pricing will vary<br>For miscellaneous 3rd party parts, mechanical subcontracts, electrical subcontracts, piping subcontracts, insulation subcontracts, job services such as cranes, facilities assessments, job specific tools, management & engineering services and surveys, our approach is to mark up over our cost as verified by 3rd party invoice to Johnson Controls. |
| 59        | Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.  | Discounts vary based on equipment and labor. Maximum equipment discounts are 55%.  |
| 60        | Describe any quantity or volume discounts or rebate programs that you offer.  | Volume discounts will be considered on a project-by-project basis. Most SSNA solutions are customized for each facility and do not qualify for volume discounts.   |
| 61        | Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.  | We supply these items at cost + 30%.   |
| 62        | Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer. | Proficiency and Risk (PR) Fee:<br><br>Due to unforeseen conditions and/or circumstances on all proposals Johnson Controls includes PR assessments. The PR fee averages 5%, of the total sell price depending on the risk it could be as high as 10% or as low as 2%.<br><br>In our existing Sourcewell Contract 030817-JHN, this PR Fee has consistently been included in our proposals under miscellaneous as it is part of our systemic pricing tools. Johnson Controls wants to provide customers with complete transparency of our pricing.  |
| 63        | If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.  | Shipping costs are included, as is disposal.   |
| 64        | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.   | Shipping costs are included in the price.  |
| 65        | Describe any unique distribution and/or delivery methods or options offered in your proposal.   | We strive to achieve just-in-time delivery to avoid storage costs and costs associated with damage that can occur when equipment and parts are stored on-site or in a facility for any length of time. Additionally, we do not enforce your warranty until we reach substantial completion. This helps save our customers a little money by not starting the warranty period too early when the system is not yet in use.  |



**Table 12: Pricing Offered**

| Line Item | The Pricing Offered in this Proposal is: *  | Comments   |
|-----------|---|--|
| 66        | b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments. | Pricing methodology is similar to that of past award. Both B and C apply to our response. Depending upon the opportunity discounts are equal to or better than we offer to GPO's and other cooperatives. It is Johnson Controls policy to standardize pricing across Cooperatives and GPO agreements and enable the branch offices to negotiate the additional discounts on an opportunity by opportunity basis. |

**Table 13: Audit and Administrative Fee**

| Line Item | Question   | Response *  |
|-----------|--|---|
| 67        | Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.                                | Pricing calculations under the Sourcewell contract will leverage estimating tools with defined pricing discounts for Sourcewell members. This pricing methodology makes it easy for our field organization and customers to understand pricing practices. Pricing transparency is provided to the customer with each Sourcewell proposal including reference to the Sourcewell contract. Pricing for large sales often has multiple reviews (sales, sales management, and cooperative program office). Small transactional sales are sample reviewed by the cooperative program office. If a pricing discrepancy would be identified all sales by that sales rep through the Sourcewell contract would be self-audited. The sales reporting and administrative fee remittance function are independent of the field sales organization. Fee processing is completed by a centralized GPO and cooperative processing team. This process will help to eliminate issues relating to unreported sales or missing fees under the Sourcewell contract. The centralized team utilizes data contained with our Customer Relationship Management system, booking system, and cooperative proposal log to help ensure completeness in sales reporting and fee submission. |
| 68        | If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.  | Johnson Controls has established KPI's for evaluating the performance of our Cooperative Program. These internal metrics are comprised of data from both sales and finance. For example, one key metric that we utilize is the number of sales representatives that have an active Sourcewell proposal in the Sales Force pipeline  |
| 69        | Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.) | Johnson Controls proposes a 1% administrative fee. On significant opportunities, we would like to leave open our ability to further negotiate a reduction on a case-by-case basis.  |

**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

| Line Item | Question  | Response *  |
|-----------|---|---|
| 70        | Provide a detailed description of the equipment, products, and services that you are offering in your proposal. | <p>Due to character limitation on the Bid Portal, please see the "Table 14A – Depth and Breadth of Offer Equipment Products and Services" document for complete details.</p> <p>Although we have the unique capacity to self-perform most work, we also have the contract management expertise to know when it is appropriate to outsource some functions. Please see our "Subcontracting Scope of Work" document uploaded as an attachment to this response.</p> <p>HVAC System Design, Installation, and Service<br/>                     HVAC Systems:<br/>                     - Standard Air Handling Units (AHUs), Customer AHUs, AMI Modular AHUs<br/>                     - Inefficient air handling unit replacement<br/>                     - HVAC system redesign<br/>                     - Variable frequency drives<br/>                     - Heat recovery systems<br/>                     - Low leakage air dampers<br/>                     - Variable air volume systems<br/>                     - Inlet vanes for centrifugal fan<br/>                     - Demand control ventilation<br/>                     - Exhaust fans<br/>                     - Fan coil units<br/>                     - Motor replacement<br/>                     - Unit heaters/ventilators<br/>                     - Computer room unit optimization<br/>                     - Four-pipe system to two-pipe system<br/>                     - Variable volume system upgrades<br/>                     - System recommissioning<br/>                     - Duct Free Mini Split Systems<br/>                     - Invertors<br/>                     - Pumps<br/>                     - Indoor Air Quality Products and Devices: Active polarization, non-ionizing, electronic air cleaning systems intended to replace passive filtration<br/>                     - Rooftop units<br/>                     - Heat pumps<br/>                     - PTACs<br/>                     - Water source heat pumps<br/>                     - Air Terminal Devices and Heating Products<br/>                     - Lighting systems-disinfectant lighting (UVC light tech) for air handlers</p> <p>Cooling Systems:<br/>                     - Scroll, Rotary, Centrifugal, Reciprocating, Air-Cooled Chillers, Water-Cooled Chillers, Condensing Units, and Absorption Chillers<br/>                     - Chiller replacements<br/>                     - Gas fire centrifugal chillers<br/>                     - Low load chiller<br/>                     - CFC containment conversions<br/>                     - Tower free cooling<br/>                     - Commercial refrigeration</p> |

- Cooling tower upgrade
- Two speed fan motors
- Variable pitch blade cooling tower fan
- Thermal energy storage systems
- Reclaim A.C. heat rejection
- Variable flow system upgrade
- Air-Cooled Variable Refrigerant Flow Systems
- Chilled water temperature reset
- Humidity control
- Absorption chiller
- Gas-fired chiller
- Condenser auto-cleaning
- Conversion to primary secondary, including VSD on pumps
- Cooling towers De-centralization/centralization
- Free cooling

Energy Management and Control Systems:

- In-room control systems
- Direct digital controls
- Pneumatic control conversion
- Manual valves to automatic valves
- Air compressors
- Lab fume hood control
- Multi-system integration
- Load shedding
- Demand management
- Staging / lead-lag
- Optimum start / stop

Heating Systems:

- Heating system redesign and optimization
- Boiler replacement
- Electric to gas fired boiler
- High efficient modular boilers
- Low load boiler
- Burner replacement
- Dual fuel burners
- Oil atomizing burners
- Boiler stack heat reclaim
- Perimeter radiation
- High efficient domestic water heaters
- Gas line turbulators
- Temperature reset control
- Electric heating to gas
- Piping insulation
- Boiler stack reclaim
- Boiler system de-centralization
- Aerator replacement with O2 scavenger
- Automated water treatment
- Condensate recovery

Performance Contracting

- Energy Conservation Measures
- Investment Grade Audits
- Infrastructure Upgrades

OpenBlue

Building Systems

- Building Management System
- Access Control System
- Lighting
- HVAC
- Floor plans

Integrated Workplace Management Systems

- Meeting rooms (size, location, amenities)
- Desk (reservable, status)
- Assets (type and location)
- Other spaces
- Frictionless Access Control
- Facial Recognition
- Skin temperature scanning solution
- Facemask detection
- Thermal imaging, UV sanitizing gates, contact tracing, touchless visitor management

Enterprise IT Systems

- HR & IT System
- Active Directory
- Microsoft Exchange
- CMMS

Third Party Offerings

- Sensors
- Space Scheduler
- Mobile Access
- Parking management
- Travel options (bus, train, car)
- Weather, traffic, stock prices

OpenBlue Healthy Buildings

- OpenBlue Dynamic Spaces
- Face Mask Detection
- Social Distance Monitoring and Contact Tracing
- Intelligent Frictionless Access Control

OpenBlue Companion

- OpenBlue Clean Air
- OpenBlue Location Manager
- OpenBlue Enterprise Management
- OpenBlue Digital Twin
- OpenBlue Secure
- OpenBlue Tailored Services Suite

Smart City Programs

- Traffic analysis
  - Security Cameras
  - Proximity Sensors
  - Pedestrian Counters
  - Digital signage and speakers
  - Gunshot detection
- Utility Meters
- Water Meters
  - Electric Meters
  - Utility billing analysis
  - Utility rate improvements
  - Meter consolidation
  - Electric power factor correction
  - Automatic Meter Reading (AMR)
  - Advanced Metering Infrastructure (AMI) technology – Full scale implementation
  - Meter accuracy improvements
  - Meter typing & sizing upgrades
  - Automatic leak detection system
  - Customer web portal
  - SCADA upgrades
- Distribution Systems and Cogeneration Plants
- Central Utility Plants
  - Cogeneration/CHP Systems
  - Central cooling plant
- Lighting Systems
- Lighting Products: Intelligent lighting, connected lighting, streetlighting, intelligent street lighting, decorative lighting, human-centric lighting, specialty lighting, safety lighting, disinfectant lighting, and commercial lighting.
  - Interior Lighting:
    - o Linear Fluorescent Upgrades: New LED fixtures, LED retrofit kits, LED tubes
    - o CFL/INC/HID Upgrades: New LED fixtures, LED retrofit kits, LED re-lamps
    - o High Bay Fixtures: New LED fixtures
  - Exterior Lighting:
    - o Building Mounted: Wall packs, floods, canopy
    - o Pole Mounted: Area and street lights, Post top decorative, High mast, Parking garages
  - Lighting Controls:
    - o Room based controls: occupancy sensors, Photocell sensors
    - o Stand-alone Networked controls
    - o Integrated Networked controls with BAS
    - o Smart City controls
  - Human-Centric Lighting (HCL): HCL systems combine intelligent lighting control with LED lamps and fixtures that have the ability to change their color temperature and intensity. Light varies during the day according to the natural lighting cycle:
    - o Low light levels and low CCTs (Correlated Colour Temperature) in the early morning
    - o High light levels and high CCTs at midday (up to 10,000 K)
    - o Low light levels and low CCTs during evening
    - o Extremely low light levels and a medium CCT under moonlight
  - Smart Building-Wide Lighting Control
  - Building Automation System Integration
  - Business Optimization
- Building Envelope Systems
- Window glazing
  - Tinted window film
  - Energy efficient windows
  - Window and door weather stripping and caulking
  - Revolving doors
  - Air curtains
  - Automatic door closers
  - Roofing
  - Insulate walls, roof, floor, soffit
  - Caulk pipe penetrations
  - Seal ceiling to roof gap
  - Solar radiation reduction
  - Reflective coating to roof
  - Weatherproofing
- Water and Sewage Systems
- Water Conservation
- Retrofit flush valves, showerheads, faucets, toilets
  - Automated water systems
  - Cooling tower retrofits
  - Ice machine upgrades
  - High efficiency domestic water heaters
  - Waste heat recovery
- Water Supply/Treatment/Distribution
- Raw water pumping
  - High service pumps
  - Backwash water pumps (filtration plants)
  - Water control systems
  - Plumbing systems
  - Irrigation systems
  - Domestic water
  - Rain water harvesting
- Wastewater Collection and Treatment
- Wastewater lift pumps
  - Aeration system improvements (diffusers, controls, blowers)
  - Digester gas to energy projects
  - Digester improvements
- Flood Control
- Flood control systems
  - Flood monitoring systems
  - Integrated traffic control and monitoring systems
- Renewable Energy Systems
- Solar photovoltaic
  - Wind turbines

- Geothermal heat pumps
- Microgrid
- Energy storage
- Solar daylighting
- Biomass plants
- Solar thermal pool heating
- Solar thermal domestic water heating
- Solar transpired walls
  
- Distributed Energy Storage
- Battery Power Stationary Storage
- Energy Storage System - In-Building
- Modular Container Distributed Energy Storage System
- Thermal Energy Storage Systems
- Ice Storage
  
- Sewer Heat Recovery
- Waste Heat Recovery and Urban Biogas Utilization
  
- Microgrids
  
- Connected Technologies
- Audio-Visual
- Data Cabling
- LAN/WAN/Voice
- Distributed Antenna Systems
- Nurse Call Systems
- Security Systems
- HL7 Integrations
  
- Pool Systems/Environment and Recreational Spaces
- Additional Systems
- Loading dock air curtains
- Ceiling systems
- Electrical power systems
- Emergency generators
- Turbine generators
- Switch gear
- Elevator modernization
- Waste management
- Waste compactors
- Red bag waste
- Pool covers and pool heat recovery
- Air and water balance
- Power factor correction
- Fleet management
- Start-up and commissioning
- High efficiency water heating
- Instantaneous hot water heating and removal of large storage tanks
- Waste heat recovery for dryers and kitchens
- Conversion of electric kitchen equipment to gas
- Water savings measures for kitchen and laundry
- Ozonated laundry upgrades
- Kitchen equipment
- Dishwasher replacement
- Walk-in coolers optimization
- Exhaust system optimization
- Kitchen design
- Laundry systems
  
- Service and Maintenance
  
- Public Relations
  
- Security
- 24/7 remote monitoring
- Access control
- Advanced video surveillance
- Intrusion detection
  
- Fire, Life-Safety & Hazard Protection
- Fire alarm systems
- Fire sprinkler systems
- Fire suppression systems
- Mass notification systems
- Special hazard solutions
- Extinguishers
- Mass Notification
- Special Hazard
- Sprinkler
  
- Operational Intelligence & Loss Prevention
- Information management solutions
- Real-time location systems (RTLS) for asset management
- Video and traffic analytics

|    |  |  |
|----|--|--|
| 71 | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | <ul style="list-style-type: none"> <li>- Renewable Technologies</li> <li>- Indoor Air Quality</li> <li>- Lighting Systems</li> <li>- Energy Efficiency</li> <li>- Greenhouse Gas Reduction</li> <li>- Smart Building Technologies</li> <li>- Smart City Technologies</li> <li>- Artificial Intelligence</li> <li>- Security</li> <li>- Connected Technologies</li> <li>- Energy Storage</li> <li>- Microgrids</li> <li>- HVAC Equipment</li> <li>- Controls</li> <li>- Building Automation Systems</li> <li>- Energy Management Systems</li> <li>- Operational Intelligence and Asset Management</li> <li>- Fire alarm and suppression</li> <li>- Security</li> <li>- Extinguishers</li> <li>- Sprinkler</li> <li>- Mass Notification</li> <li>- Special Hazard</li> </ul> |
|----|--|--|

**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

| Line Item | Category or Type  | Offered *  | Comments  |
|-----------|---|--|---|
| 72        | HVAC, IAQ, and water heating or treatment infrastructure, equipment, components, products, parts, and related technology  | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | See attachment 14A - Depth and Breadth of Offer Equipment Products and Services |
| 73        | Sensors, controls, thermostats, gauges, and system automation or management products and technology   | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | See attachment 14A - Depth and Breadth of Offer Equipment Products and Services |
| 74        | Services related to the offering of the solutions described in Lines 72 and 73 of Table 14B above, including installation, maintenance, repair, refurbishment, replacement, system upgrades, emergency or short-term HVAC equipment rental, assessment, integration, training, support, and customization | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | See attachment 14A - Depth and Breadth of Offer Equipment Products and Services |

**Exceptions to Terms, Conditions, or Specifications Form**

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

**Documents**

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
  2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
  3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
  4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Sourcewell Pricing Table 07 01 21 Final Rev.docx - Wednesday June 30, 2021 14:58:28
  - [Financial Strength and Stability](#) - 2020-10-k-for-jci-site.pdf - Monday June 28, 2021 14:57:33 [Marketing Plan/Samples](#) - Marketing Doc.pdf - Tuesday June 29, 2021 09:58:10
  - [WMBE/MBE/SBE or Related Certificates](#) (optional)
  - [Warranty Information](#) - Project Warranty Letter.pdf - Monday June 28, 2021 16:09:35
  - [Standard Transaction Document Samples](#) - HS HP Upgrade and Service Sample Proposals.pdf - Monday June 28, 2021 15:40:04
  - [Upload Additional Document](#) - Table 2 Certification and Table 14A Additional Info.zip - Tuesday June 29, 2021 10:31:24

**Addenda, Terms and Conditions**

**PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcwell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcwell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcwell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcwell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jeremy Rainwater, VP & GM HVAC and Controls North America, Johnson Controls, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes  No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

| File Name   | I have reviewed the below addendum and attachments (if applicable) | Pages |
|---|--|-------|
| <b>Addendum_4_HVAC_Systems_Services_RFP_070121</b><br>Tue June 22 2021 04:10 PM | <input checked="" type="checkbox"/>                                | 1     |
| <b>Addendum_3_HVAC_Systems_Services_RFP_070121</b><br>Wed May 26 2021 04:55 PM  | <input checked="" type="checkbox"/>                                | 1     |
| <b>Addendum_2_HVAC_Systems_Services_RFP_070121</b><br>Tue May 18 2021 03:45 PM  | <input checked="" type="checkbox"/>                                | 1     |
| <b>Addendum_1_HVAC_Systems_Services_RFP_070121</b><br>Mon May 17 2021 01:50 PM  | <input checked="" type="checkbox"/>                                | 1     |

## **AGREEMENT**

THIS AGREEMENT IS MADE AND ENTERED INTO THIS 30<sup>th</sup> DAY OF September, 2022, by and between the Sacramento City Unified School District ("District") and Johnson Controls, Inc. or "JCI" ("Contractor") ("Agreement").

**WITNESSETH:** That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

- 1. The Work:** Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

**PROJECT: METASYS (HVAC CONTROL UPGRADE) AT PARKWAY**

It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents including, without limitation, the Drawings and Specifications and submission of all documents required to secure funding or by the Division of the State Architect for close-out of the Project, under the direction and supervision of, and subject to the approval of, the District or its authorized representative.

- 2. The Contract Documents:** The complete Contract consists of all Contract Documents as defined in the General Conditions, the JCI Rider to Installation Agreement dated June 15, 2022 ("Rider"), and the Memorandum of Understanding between JCI and the District dated February 28, 2022 ("MOU") all of which are incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
- 3. Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 18 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.
- 4. Time for Completion:** It is hereby understood and agreed that the work under this contract shall be completed within per the Project Schedule "HVAC Metasys Upgrades Inc 1 Phase 2 Various Schools" ("Contract Time") from the date specified in the District's Notice to Proceed.

**5. Completion-Extension of Time:** Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.

**6. Liquidated Damages:** Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of Five Hundred dollars (\$500) per day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work. It is hereby understood and agreed that this amount is not a penalty.

In the event that any portion of the liquidated damages is not paid to the District, the District may deduct that amount from any money due or that may become due the Contractor under this Agreement. The District's right to assess liquidated damages is as indicated herein and in the General Conditions.

The time during which the Contract is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the District may grant. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

**7. Loss Or Damage:** The District and its authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold the District and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.

**8. Insurance and Bonds:** Before commencing the Work, Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.

**9. Prosecution of Work:** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

**10. Authority of Architect, Project Inspector, and DSA:** Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), and the Division of the State Architect have authority to approve and/or stop Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the



California Code of Regulations, and all applicable laws. The Contractor shall be liable for any delay caused by its non-compliant Work.

- 11. Assignment of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
- 12. Classification of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type C-20 Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
- 13. Registration as Public Works Contractor:** The Contractor and all Subcontractors currently are registered as public works contractors with the Department of Industrial Relations, State of California, in accordance with Labor Code section 1771.4.
- 14. Payment of Prevailing Wages:** The Contractor and all Subcontractors shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.
- 15. Labor Compliance:** This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and Title 8 of the California Code of Regulations. Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of Division 2, Part 7, Chapter 1, of the Labor Code, including, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate electronic certified payroll records as required by the Contract Documents, or the District may not issue payment.
- 16. Contract Price:** In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

**Three Hundred Thirty-Eight Thousand Four Hundred Thirty-Eight and 60/100 Dollars (\$338,438.60)**

which sum is to be deducted from the V-Pac Credit [OR] applied toward the V-Pac Balance described in the MOU, according to the schedule provided by the Contractor and accepted by the District and subject to additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s).

- 17. Severability:** If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

**JOHNSON CONTROLS, INC.**

**SACRAMENTO CITY UNIFIED  
SCHOOL DISTRICT**

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

\_\_\_\_\_  
By: Rose Ramos

Title:

Title: Chief Business Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

NOTE: If the party executing this Contract is a corporation, a certified copy of the by-laws, or of the resolution of the Board of Directors, authorizing the officers of said corporation to execute the Contract and the bonds required thereby must be attached hereto.

END OF DOCUMENT



**Johnson Controls  
Rider to Installation Agreement**

This Rider is made as of **October 12, 2022** by and between **Johnson Controls, Inc.** ("Johnson Controls") and Sacramento City Unified School District ("Customer") and amends the Metasys (HVAC Control Upgrade) at Parkway (the "Agreement"). This Rider is effective as of the date of last signature below. The provisions of this Rider supersede and replace any other agreement or agreements between Johnson Controls and Customer with respect to the subject matters covered by this Rider and constitutes the entire agreement of the parties on the subject matter hereof.

- 1. **Indemnity.** Section 14.2.1 of the General Conditions only, shall be replaced with the following: Johnson Controls agrees to indemnify Customer, its board members, officers, representatives, contractors, agents, and employees, in both individual and official capacities for all damages, losses and expenses with respect to any third-party claims, including those for personal injury, including death, or tangible property damage but only to the extent such damages, losses and expenses are caused by the negligent acts or willful misconduct of Johnson Controls in fulfilling its obligations under this agreement. In the event Johnson Controls is obligated to indemnify Customer as set forth above, Johnson Controls has the right but not the obligation to defend Customer against third-party claims. If Johnson Controls elects to undertake such defense, then Johnson Controls shall have exclusive control over the defense.
- 2. **Waiver of Consequential Damages.** **IN NO EVENT, WHETHER IN CONTRACT, TORT OR OTHERWISE (INCLUDING BREACH OF WARRANTY, NEGLIGENCE, PRODUCT LIABILITY AND STRICT LIABILITY IN TORT), WILL JOHNSON CONTROLS AND ITS AFFILIATES AND THEIR RESPECTIVE PERSONNEL, SUPPLIERS AND VENDORS BE LIABLE TO CUSTOMER (DIRECTLY OR INDIRECTLY) UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY ARISING FROM, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR ANY: (A) SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES (WITH LIQUIDATED DAMAGES NOT BEING WAIVED BY THIS PARAGRAPH); (B) LOST PROFITS, REVENUES, DATA, CUSTOMER OPPORTUNITIES, BUSINESS, ANTICIPATED SAVINGS, OR GOODWILL; (C) BUSINESS INTERRUPTION; OR (D) DATA LOSS OR OTHER LOSSES ARISING FROM VIRUSES, RANSOMWARE, CYBERATTACKS OR FAILURES OR INTERRUPTIONS TO NETWORK SYSTEMS.**
- 3. **Insurance.** Johnson Controls shall maintain insurance to cover its proportionate share of liability in amounts set forth below in full force and effect at all times until the (a) obligations under the Agreement have been completed or (b) the Agreement is cancelled or terminated, and shall provide a certificate evidencing such coverage promptly following a Customer's request.

| <u>COVERAGES</u>                             | <u>LIMITS OF LIABILITY</u>                          |
|--|---|
| Workmen's Compensation Insurance             | Statutory   |
| Commercial General Liability Insurance       | \$1,000,000 Per Occurrence<br>\$2,000,000 Aggregate |
| Comprehensive Automobile Liability Insurance | \$1,000,000 Combined Single Limit                   |

The above limits may be obtained through primary and excess policies and may be subject to self-insured retentions.

Any insurance protection afforded to the Customer under this policy will be limited to the terms of the certificate of insurance and/or endorsement and will not expand upon, alter, supplant, or supersede Johnson Controls' contractual obligations hereunder including any indemnification obligations. The amount payable under the policy will be the lesser of the amount required by the contract and the limits provided by the policy.

Customer shall maintain all insurance coverage that 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.

- 4. **Payment.** All undisputed amounts 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 disputed amounts are due and payable upon resolution. All other amounts remain due within thirty (30) days. Work performed on a time and material basis shall be at Johnson Controls' then-prevailing rate for material, labor, and related items, in effect at the time supplied under this Agreement. Johnson Controls shall invoice Customer for progress payments to 100% percent based upon equipment delivered or stored, and services performed. In the event project duration exceeds one month, Johnson Controls reserves the right to submit partial invoices for progress payments for work completed at the project site. Customer agrees to pay any progress invoices in accordance with the payment terms set forth herein. Customer's

failure to make payment when due is a material breach of this Agreement and will give Johnson Controls, without prejudice to any other right or remedy, the right to (a) stop performing any Services and/or withhold further deliveries of Equipment and other materials; terminate or suspend any unpaid software licenses; and/or terminate this Agreement; and (b) charge Customer interest on the amounts unpaid at a rate equal to the lesser of 1.5% per month or the maximum rate permitted under applicable law, until payment is made in full. Customer agrees to pay all of Johnson Controls reasonable collection costs, including legal fees and expenses. Customer agrees to pay a deposit equal to 30% of the project sell price (pre-tax) prior to Johnson Controls providing any labor or materials on the project.

5. **Force Majeure.** Johnson Controls shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to perform under this Agreement, caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is an event beyond the reasonable control of Johnson Controls, foreseeable or unforeseeable, including, without limitation, acts of God, severe weather, declared or undeclared natural disasters, acts or omissions of any governmental authority including change in applicable law, epidemics, pandemics, disease, viruses, quarantines or other public health risks and/or responses, strikes, lock-outs, labor shortages or disputes, an increase of 5% or more in tariffs, fires, explosions or other casualties, thefts, vandalism, civil disturbances, riots, war, terrorism, power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation. If Johnson Controls' performance is delayed, impacted, or prevented by a Force Majeure Event or, its continued effects, Johnson Controls shall be excused from performance under the Agreement. If Johnson Controls is delayed in achieving any scheduled milestones due to a Force Majeure Event, Johnson Controls will be entitled to extend such milestones by the amount of time Johnson Controls was delayed as a result of such event.

Sacramento City Unified School District

Johnson Controls, Inc.

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

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

By: Rose Ramos

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

Title: CBO

Title: \_\_\_\_\_

June 9, 2022

**Attention:** Mike Taxara at SCUSD

**Subject:** SCUSD – Metasys Upgrades Inc 1 Phase 2

Johnson Controls is pleased to provide the following proposal:

**This scope of work is based on the following bidding documents:**

- Plans: None
- Spec: 27 00 00 Telecom and Raceway, 26 05 33.13 Conduit and Fittings, 23 09 00 BACS Spec – as confirmed via email to the district 3.22.22
- Job walks with Mike at SCUSD and Chris Cuff at KMM and Zac Dillow with JCI.
- No formal criteria docs were given, the scope below is JCI’s understanding of the verbal discussions and is the limit of what JCI will perform.
- JCI has checked for unit counts via 5 different means
  - SCUSD Provided Maintenance Sheets
  - Counts using Google Map Images
  - Air Table Unit Counts provided by CECI
  - Air Table Room Counts as provided by CECI
  - Job Walks with the customer

The counts below is the counts as discovered by JCI via the means above. If after JCI engineering we discover fewer units than proposed – JCI will offer a credit corresponding to the change.

**Method of Procedure:**

The goal of this scope of work is to remove and replace the dysfunctional KMC and Allerton control systems at the sites shown below in a like for like manner. We aim to do this a little impact to school function as possible. This will require a combination of normal hours and off hours work. JCI will build the Metasys system in parallel with the existing systems performing as much of the wiring, programming, commissioning as possible prior to “cut over” where we will start to take actual control of the mechanical systems piece by piece.

Preliminary Engineering – Per site, JCI will generate a set of controls submittal documents that outline the points, material, terminations diagrams and sequence of operation (including economizer control) for each piece of equipment. JCI will identify mounting locations for the field controllers and the location of the JCI engine and the proposed trunk routing (which may mean having the SNE in the middle of trunk vs the end of line). JCI will include a preliminary schedule for each site. JCI will include a graphics and MUI submittal. This will require site walks by JCI and our subs. Prior to beginning any work or ordering any material – JCI will review these documents with SCUSD, and upon SCUSD approval these submittals will become the formal scope of work document to be referred too.

The first step will be building the Metasys BACnet network on each campus. During normal hours (where allowable) JCI will install a new Network Engine for each site – connect it to power and SCUSD Network. We will then run conduit/rigid on the exterior of the buildings to each piece of roof mounted or grade mounted rooftop equipment. JCI will re-use existing pathways as allowable.

The second step will be preparing each piece of mechanical equipment for cut over. JCI will install during normal hours (as allowable) a new enclosure with a JCI controller in it. JCI will power this controller using the existing 24V power source assumed available on the RTU equipment. JCI will install the various SCUSD required monitoring sensors on the unit, connect them to the JCI controller. JCI will prep the controller to land at the manufacture terminal strip for control of heating, cooling and fan – but not perform the actual termination work until cut over.



The third step will be a pre-functional test of the network. Having the engine installed, controllers powered up and connected to the engine – JCI will download controllers and perform check out of the monitoring sensors that we can. JCI will check bus integrity and proper controls communication with the head end. JCI will also perform the head end work – generating the user views, graphics and MUI configurations for the sites. At this point the system will be “online” but a lot of the points will be “offline” as they will exist in the software – but will not exist in reality as we have not performed cut over yet. The goal of this step is to have everything ready such that when the terminal point does get connected during that cut over – it will “know where to go” in the software and the ??? question marks will turn to actual data with values as measured by sensors in the space.

The 4<sup>th</sup> step will be the cut over step. This work will be performed off hours and is the moment JCI will disconnect existing control and bring full control to Metasys. JCI will perform work in the class room and administrative spaces, installing zone temperature sensors, zone CO2 sensors, terminating at the thermostat interface on the RTU and taking over control of the economizer (where applicable). Once everything is now connected, and terminations verified – JCI will perform another functional test of the unit commanding heating, cooling, fan and visually confirming the RTU receives and responds to these commands. JCI will confirm the user interface, graphics and MUI get populated with the now connected data. JCI will also confirm the SCUSD specialty sequences (Auto Demand Response, Smoke Mode, Virus Mode) on a global basis – commanding the site into the various mode, but only visually inspecting a handful of units. This step will take multiple evenings and weekends with JCI performing as many of the cutovers as we can in a workday. JCI will cut over units and ensure they are functional by 7am the following day or by 7am Monday for work performed over the weekend.

In the event that a unit fails its functional test, JCI will reconnect the existing controls infrastructure as it was, diagnose and retry at a later time.

Step 5 will be demolition of the existing system. Once the entire campus is complete. JCI will perform demolition of the existing controls system. JCI will remove all wire associated with the existing system, demo all controllers, sensors, enclosures, power supplies and crate them for delivery to the owner. Work exterior to the building will be normal hours and work interior to the building will be off hours. The only thing that will remain of the old system is the pathway that connected it.

Customer Checkout – The final step will be walking the site with SCUSD and performing a customer checkout of the system. It will also include sitting with the district at the head end and reviewing the user interface, graphics and MUI configuration. The customer at this point will have an opportunity to challenge, test, explore, as questions on the installation generating a punch list. JCI will remediate any of these punch list items and after completion of the, the warranty period will begin.

Post Engineering – JCI will provide a set of as builts with final trunk mapping to the customer to serve as record documents for SCUSD. This as builts will include a copy of the completed punch list.

Warranty – JCI warrants our work for a period of 1 year labor and 3 years material. Material warranty begins at time of manufacture (date code as published on the JCI controller).

*This information is confidential between JCI and SCUSD and not to be shared outside of these negotiations. They represent the intellectual property of JCI engineering the approach to the task at hand.*

#### **Method of Procedure – Summer work**

JCI intends to complete some of the sites during the summer. We would like to reserve this for the more complex sites such as high schools with larger footprints and more complex HVAC systems. Seeing there will be no students

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during the summer – the goal to have units back online by 7am is no longer a requirement. As such – JCI will follow a traditional construction process starting with complete demo of the existing system, installation of the new system leveraging existing pathway as deemed appropriate (JCI will still pull brand new cable) and ending with programming, functional testing and commissioning of the system. All pre/post engineering activities will remain the same. All customer checkout/warranty will remain the same. The actual sites to be performed over the summer will be determined per the KMM schedule as verified by JCI.

# SEE SEPARATE CONTRACT

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## Pacific

| Qty | Description  |
|-----|--|
| 1   | Site Engineering to generate<br>-Controls submittals with drawings, points lists, SOO's, controller locations, proposed trunk mapping<br>-Identify any asbestos concerns<br>-Confirm quantity of economizers JCI will take over<br>-Confirm if pathway exists to portables<br>-Generate as-built submittals for SCUSD record   |
| 1   | Coordination meeting with customer for review of JCI submittals to confirm scope of work   |
| 1   | Site walk with customer after completion to generate punch list  |
| 1   | SCUSD custom sequences<br>-Virus Mode<br>-Smoke Mode<br>-Auto DR<br>-Optimized start/stop<br>-FDD on all economizers taken over by JCI   |
| 1   | Outside air temperature sensor for site  |
| 1   | New SNE1100 in enclosure<br>-Requires IP address provided by SCUSD<br>-Engine will be installed in the middle of the trunk for ease of trunk installation  |
| 20  | Control of package rooftop equipment<br>-New NEMA 3R Enclosure with CGM mounted inside<br>-Interlock to unit terminal strip to command heat, cool, fan<br>-Discharge air temperature<br>-Return air temperature<br>-Compressor Amperage sensor<br>-Fan amperage sensor<br>-New damper actuator for (e) Outside Air damper with damper feedback<br>-Zone Temperature Sensor – SA Bus<br>-Zone CO2 sensor – SA Bus |
| 22  | Control of BARD Portable Units<br>-New NEMA 3R Enclosure with CGM mounted inside<br>-Interlock to unit terminal strip to command heat, cool, fan<br>-Discharge air temperature<br>-Return air temperature<br>-Compressor Amperage sensor<br>-Fan amperage sensor<br>-New damper actuator for (e) Outside Air damper with damper feedback<br>-Zone Temperature Sensor – SA Bus<br>-Zone CO2 sensor – SA Bus       |





- 2 Control of Split System Furnace
  - New NEMA 3R Enclosure with CGM mounted inside
  - Interlock to unit terminal strip to command heat, cool, fan
  - Discharge air temperature
  - Return air temperature
  - Compressor Amperage sensor
  - Fan amperage sensor
  - New damper actuator for (e) Outside Air damper with damper feedback
  - Zone Temperature Sensor – SA Bus
  - Zone CO2 sensor – SA Bus
  
- 1 Window Shaker with old furnace
  - JCI cannot control this unit, JCI will install a zone temperature sensor and zone CO2 sensor on the SA bus to monitor the space
  
- 2 Loytech Zones for Portables
  - Loytech BACnet MS/TP to IP converter
  - NEMA 1 Can with Key Lock and perf liner
  - Plug in power supply (requires JCI utilizing a single gang socket to power device)

| <u>Summary</u>            | <u>Sourcewell Cost</u> |                   |
|---------------------------|------------------------|-------------------|
| Material                  | \$                     | 98,049.39         |
| JCI Labor                 | \$                     | 72,802.67         |
| Subcontractor Graphics    | \$                     | 1,098.24          |
| Market Value Installer    | \$                     | 228,115.78        |
| Profficiency and Risk     | \$                     | 40,006.61         |
|                           |                        |                   |
| <b><u>Grand Total</u></b> | <b>\$</b>              | <b>440,072.69</b> |

## Parkway

| Qty | Description  |
|-----|--|
| 1   | Site Engineering to generate<br>-Controls submittals with drawings, points lists, SOO's, controller locations, proposed trunk mapping<br>-Identify any asbestos concerns<br>-Confirm quantity of economizers JCI will take over<br>-Confirm if pathway exists to portables<br>-Generate as-built submittals for SCUSD record   |
| 1   | Coordination meeting with customer for review of JCI submittals to confirm scope of work   |
| 1   | Site walk with customer after completion to generate punch list  |
| 1   | SCUSD custom sequences<br>-Virus Mode<br>-Smoke Mode<br>-Auto DR<br>-Optimized start/stop<br>-FDD on all economizers taken over by JCI   |
| 1   | Outside air temperature sensor for site  |
| 1   | New SNE1050 in enclosure<br>-Requires IP address provided by SCUSD<br>-Engine will be installed in the middle of the trunk for ease of trunk installation  |
| 14  | Control of package rooftop equipment<br>-New NEMA 3R Enclosure with CGM mounted inside<br>-Interlock to unit terminal strip to command heat, cool, fan<br>-Discharge air temperature<br>-Return air temperature<br>-Compressor Amperage sensor<br>-Fan amperage sensor<br>-New damper actuator for (e) Outside Air damper with damper feedback<br>-Zone Temperature Sensor – SA Bus<br>-Zone CO2 sensor – SA Bus |
| 21  | Control of BARD Portable Units<br>-New NEMA 3R Enclosure with CGM mounted inside<br>-Interlock to unit terminal strip to command heat, cool, fan<br>-Discharge air temperature<br>-Return air temperature<br>-Compressor Amperage sensor<br>-Fan amperage sensor<br>-New damper actuator for (e) Outside Air damper with damper feedback<br>-Zone Temperature Sensor – SA Bus<br>-Zone CO2 sensor – SA Bus       |

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- 2 Loytech Zones for Portables
  - Loytech BACnet MS/TP to IP converter
  - NEMA 1 Can with Key Lock and perf liner
  - Plug in power supply (requires JCI utilizing a single gang socket to power device)

| <u>Summary</u>         | <u>Sourcewell Cost</u> |                   |
|------------------------|------------------------|-------------------|
| Material               | \$                     | 76,911.29         |
| JCI Labor              | \$                     | 56,596.37         |
| Subcontractor Graphics | \$                     | 1,098.24          |
| Market Value Installer | \$                     | 173,065.55        |
| Profficiency and Risk  | \$                     | 30,767.14         |
|                        |                        |                   |
| <b>Grand Total</b>     | <b>\$</b>              | <b>338,438.59</b> |

**Total Price for ALL Inc 1 Phase 2 Group 3 Sites \$778,511.28**

## Clarifications/Exclusions/Terms and Conditions

### Clarifications:

1. All work outside of the classroom will be done normal hours
  - a. Inclusive of work on roof, work in telecom/electrical rooms, work in exterior hallways.
2. All work inside the classroom will be done off hours
3. During the scope of work – SCUSD will be required to interface to 2 systems to control a site as we incrementally cut over equipment to Metasys
4. Rigid on roof – EMT conduit elsewhere – plenum rated where concealed
5. New pathway in the classroom will be surface mount wire mold – Plastic 2300 mechanically fastened. New back boxes for sensors will be plastic surface mount.
6. JCI will provide NEW WIRE for all devices. JCI will not leverage existing wire, only existing pathway.
7. JCI will Stop Work when we encounter any Asbestos on the site. Asbestos remediation is by others. JCI will not resume work until asbestos has been abated. This is per JCI safety policy.
8. JCI will take over economizer control with a new JCI actuator as feasible. During site engineering, if discovered that spaces are too cramped for a new actuator – JCI will make it known to the district and provide a credit to remove that from the SOW or ADD to perform the mechanical work required to take control of the OA damper.
9. Temperature Sensors to be NSB8BTN141-0 – white, warm cool adjust, no display, no occupancy, no JCI logo
10. Separate CO2 sensors to be NSB8BNC041-0 – white, CO2 only, no display, no JCI logo
11. JCI will provide 120V power insofar as to power network engine only
12. JCI will provide network cable insofar as to connect network engine to the telecom room only
13. Upon further review – a TEC option for the project is more expensive and not recommended. The TEC option requires more after hours work and significantly decreases the amount of pre-commissioning JCI can perform as TEC will not be able to come online prior to step 4. While there is a material savings, the net increase in afterhours labor for TEC installation and commissioning negates and overcomes any material savings. Furthermore, the TEC does not future proof the district for any custom programming they may need in the future and have required in the past.
14. Priced per Sourcewell (Formerly NJPA) Contract #070121-JHN
15. Per communication from Mike – all equipment enclosures are NEMA 3R with lockable key, whether indoor or outdoor. This however does NOT apply to the SNE panel or network equipment panels (Loytech) – these will be the JCI standard panels which are NEMA 1. JCI expects most controllers will be installed outdoors on equipment.
16. The counts noted on this proposal is the finite number of units JCI will take control over. If fewer or additional units are discovered during engineering walks – the district that their discretion can add/remove units to the scope via change order.

### Exclusions:

1. Any and all 120V wiring outside of powering the engine
2. Any and all door status or window status monitoring
3. Any and all occupancy sensors – programming occupied standby mode
4. Installing CO2 sensors 5ft from operable doors/windows.
5. Updating any of the controls system to meet current code – JCI's understanding is this is a maintenance project removing and replacing aging/dysfunctional systems with a new Metasys system – Like for Like



6. Professional engineering services to confirm sites comply with current code. JCI does not have stamped PE's on staff and cannot offer this service
7. JCI excludes upgrading/changing/enhancing any existing pathway we may use in our work.
8. Work with 3<sup>rd</sup> party commissioning agents
9. Customer training. SCUSD is an experienced user and we don't not feel any training is required.
10. Mechanical upgrades – JCI excludes doing any mechanical work. All mechanical equipment is assumed to be functioning. This includes repairing dampers, replacing economizers, changing unit controllers, swapping out compressors etc.
11. Taking control of exhaust fans
12. Taking control of kitchen hoods
13. Taking control of mini splits
14. CO2 display in the space
15. Temperature display in the space
16. Relocating CO2 sensors, they will be placed either right next to or right below the (e) temperature sensors.
17. Providing new network or power infrastructure (switches, breakers etc).
18. Indicator light to alert if CO2 in the space is over a certain value

Thank You! As always call with any comments, questions or concerns.

*Quote valid for 30 days*

Zac Dillow

HVAC Systems Sales Engineer – Johnson Controls  
925-719-7785 (mobile)  
Zachary.j.dillow@jci.com

**CUSTOMER APPROVAL:**

Total Price: \_\_\_\_\_

Customer Name: \_\_\_\_\_

Company: \_\_\_\_\_

Signature (\*) \_\_\_\_\_

Date: \_\_\_\_\_

\* By signing this proposal, you agree to purchase the bill of material as described in this proposal document, pursuant to the attached standard terms and conditions and for the Total Price documented on the above line.

## Standard Terms and Conditions

**(1) AGREEMENT AND LIMITATIONS.** This document (the "Agreement") sets forth the terms and conditions of any sale by Seller of the specified product, equipment or services indicated on the reverse side hereof or attachment and is expressly made conditional on the assent of Buyer (hereinafter "Buyer") to these Standard Terms and Conditions. Buyer's acceptance of any part of the product, equipment or services sold or Buyer's instructions to Seller to begin work or to ship any product or equipment after receipt of these Standards Terms and Conditions shall constitute such assent, and a waiver of all terms and conditions in its purchase order or similar document which are different from or additional to those set forth herein. Seller's failure to object to provisions contained in any communication from Buyer shall not be deemed a waiver of these Standard Terms and Conditions. References to "products" or "equipment" herein shall mean the product and equipment to be furnished by Seller as identified on the applicable Seller Quotation. These Standard Terms and Conditions may be modified or rescinded only by a writing signed by authorized representatives of both Seller and Buyer.

**(2) TERMINATION OR MODIFICATION.** Accepted orders may be cancelled or modified by Buyer only with Seller's express written consent. If cancellation or modification is allowed, Buyer agrees to pay to Seller all expenses incurred and damage sustained by Seller on account of such cancellation or modification, plus a reasonable profit.

**(3) PRICE, SHIPMENT, AND PAYMENT.** Prices on accepted orders are firm for a period of 90 days from date of acceptance. Prices for products may be adjusted by Seller, upon notice to Buyer at any time prior to shipment, to reflect any increase in Seller's cost of raw materials (e.g., steel, aluminum) incurred by Seller after issuance of Seller's applicable proposal or quotation. Price and delivery is F.O.B. point of manufacture, unless otherwise provided. Unless otherwise agreed to in writing by Seller, all payments are due net thirty (30) days from the date of invoice. Seller may, at its sole option, have the right to make any delivery under this Agreement payable on a cash or payment guarantee before-shipment basis. In the case of export sales, unless otherwise agreed to in writing by Seller, all payments are to be by means of a confirmed irrevocable letter of credit. Invoicing disputes must be identified in writing within 21 days of the date of invoice. Payments of any disputed amounts are due and payable upon resolution. All other amounts remain due within 30 days. In the event of Buyer's default, the balance of any outstanding amounts will be immediately due and payable. Failure to make payments when due will give Seller, without prejudice to any other right or remedy, the right to: (i) stop performing any services, withhold deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or terminate this Agreement; and (ii) charge Buyer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. Shipments to Buyer with outstanding invoices unpaid after thirty (30) days will be suspended until all overdue invoices are paid or be made on a cash-in-advance basis only, in Seller's sole discretion.

**(4) DEPOSIT.** Buyer agrees to pay a deposit equal to 50% of the sell price (pre-tax) prior to Seller performing work. Seller will generate an invoice for the 50% deposit within three business days after Seller's receipt of a written agreement or order from Buyer. Seller will not commence work until receipt of the deposit.

**(5) TAXES.** All prices exclude federal, harmonized, state/provincial and local use, sales or similar applicable taxes. Such taxes, if applicable, will appear as separate items on the invoice unless Buyer provides a tax exemption certificate that is acceptable to taxing authorities.

**(6) DELIVERY.** The delivery date(s) provided by Seller for the product and equipment is only an estimate and is based upon prompt receipt of all necessary information from Buyer. The delivery date(s) is subject to and shall be extended by delays caused by strikes, fires, accidents, shortages of labor or materials, embargoes, or delays in transportation, compliance with government agency or official requests, or any other similar or dissimilar cause beyond the reasonable control of Seller. FAILURE TO DELIVER WITHIN THE TIME ESTIMATED SHALL NOT BE A MATERIAL BREACH OF CONTRACT ON SELLER'S PART. If Buyer causes Seller to delay shipment or completion of the product or equipment, Seller shall be entitled to any and all extra cost and expenses resulting from such delay.

**(7) LIMITED WARRANTY.** Seller warrants that the product and equipment furnished by Seller under this Agreement will be of good quality and that the services provided by Seller will be provided in a good and workmanlike manner for a period of twelve (12) months from initial product startup, or eighteen (18) months from product shipment, whichever occurs first (the "Warranty Period") unless such Warranty Period is modified by Seller's proposal. Alongside this limited warranty, for all new York™ air or water-cooled chillers and/or Metasys™ building automation systems installed in the US and Canada and sold through Seller owned and operated branches, Seller also provides a Year One Service Agreement for such equipment, the scope, limitations, terms and conditions of which are at <https://www.johnsoncontrols.com/yearoneservice> (collectively, "Year One Service"). Seller will not provide a credit against purchase price if offered Year One Service is declined. No warranty is provided for third-party products and equipment installed or furnished by Seller. Such products and equipment are provided with the third-party manufacturer's warranty to the extent available, and Seller will transfer the benefits together with all limitations of that manufacturer's warranty to Buyer. This warranty does not cover failures caused in whole or in part by (i) improper installation or maintenance performed by anyone other than Seller; (ii) improper use or application; (iii) corrosion; (iv) normal deterioration; (v) operation beyond rated capacity, (vi) the use of replacement parts or lubricants which do not meet or exceed Seller's specifications, or (vii) if Seller's serial numbers or warranty date decals have been removed or altered. To qualify for warranty consideration for products or equipment, at the earlier of the Buyer's discovery of the defect or the time at which the Buyer should have discovered the defect; Buyer must immediately notify Seller in writing for instructions on warranty procedures. Seller's sole obligation for defective services shall be to repair or to replace defective parts or to properly redo defective services. All replaced equipment becomes Seller's property. **THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHICH ARE HEREBY DISCLAIMED. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** Seller makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity or will detect the presence of, or eliminate, treat, or mitigate the spread, transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

**(8) INDEMNIFICATION, REMEDIES AND LIMITATIONS OF LIABILITY.** In addition to Paragraph 8 below regarding patents, Buyer agrees that Seller shall be responsible only for such injury, loss, or damage caused by the intentional misconduct or the negligent act or omission of Seller. In the event Buyer claims Seller has breached any of its obligations under the Agreement, whether of warranty or otherwise, Seller may request the return of the goods and tender to Buyer the purchase price theretofore paid by Buyer, and in such event, Seller shall have no further obligation under the Agreement except to refund such purchase price upon redelivery of the goods. If Seller so requests the return of the goods, the goods shall be redelivered to Seller in accordance with Seller's instructions and at Seller's expense. The remedies contained in these Standard Terms and Conditions shall constitute the sole recourse of Buyer against Seller for breach of any of Seller's obligations under the Agreement, whether of warranty or otherwise. **To the maximum extent permitted by law, in no event shall Seller and its affiliates and their respective personnel, suppliers and vendors ("JCI Parties") be liable to Buyer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any: (a) special, indirect, incidental, punitive, or consequential damages; (b) lost profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. In any case, the entire aggregate liability of the JCI Parties under this Agreement for all damages, losses and causes of action, whether in contract, tort (including negligence), or otherwise shall be limited to the purchase price paid by Buyer hereunder.**

**(9) PATENTS.** Seller shall defend, or at its option settle, any action against Buyer brought by a third party to the extent that the action is based upon a claim that the products or equipment provided under the Agreement in the United States infringes any U.S. patents or copyrights 9or in Canada infringes on any Canadian patents or copyrights), or misappropriates any trade secrets of a third party ("Claim"), provided that: (i) Buyer gives Seller prompt written notice of any such Claim, (ii) Buyer gives Seller full authority to defend or settle any such Claim, and (iii) Buyer gives Seller proper and full information and assistance, at Seller's expense (except for Buyer's employees' time) to defend or settle any such Claim. Seller will pay those costs and damages finally awarded against Buyer in the action that are specifically attributable to the claim or those costs and damages agreed to in a monetary settlement of the action. **THE FOREGOING IS IN LIEU OF ANY WARRANTIES OF NON-INFRINGEMENT, WHICH ARE HEREBY DISCLAIMED.** The foregoing obligation of Seller does not apply with respect to products or equipment or portions or components thereof (a) not supplied by Seller, (b) made in whole or in part in accordance to Buyer or owner specifications, (c) which are modified after shipment by Seller, if the alleged infringement related to such modification, (d) combined with other products, processes or materials where the alleged infringement relates to such combination, (e) where Buyer continues allegedly infringing activity after being notified thereof and/or after being informed of modifications that would have avoided the alleged infringement without significant loss of performance or functionality, or (f) where Buyer's use of the product or equipment is incident to an infringement not resulting primarily from the product or equipment; Buyer will indemnify Seller and its officers, directors, agents, and employees from all damages, settlements, attorneys' fees and expenses related to a claim of infringement, misappropriation, defamation, violation of rights of publicity or privacy excluded from Seller's indemnity obligation herein.

**(10) GOVERNING LAW.** For any goods or work performed in the U.S., the formation and performance of the Agreement shall be governed by the laws of the State of Wisconsin, U.S.A. For any goods or work performed in Canada, the Agreement shall be governed by the laws of Ontario. Other than claims for unpaid contract amounts by Seller, any action for breach of the Agreement or any covenant or warranty must be commenced within one year after the cause of action has accrued unless such provision is not permitted by applicable law.

**(11) DISPUTE RESOLUTION.** Seller shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. The venue for any such arbitration shall be in Milwaukee, Wisconsin for U.S. sales, and Toronto, Ontario for Canadian sales. The arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. In the event the matter is submitted to a court, Seller and Buyer hereby agree to waive their right to trial by jury and covenant that neither of them will request trial by jury in any such litigation. Buyer will pay all of Seller's reasonable collection costs (including legal fees and expenses).

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**(12) SOFTWARE AND DIGITAL SERVICES.** Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Seller's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Seller and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

**(13) PRIVACY. Seller as Processor:** Where Seller factually acts as Processor of Personal Data on behalf of Buyer (as such terms are defined in the DPA) the terms at [www.johnsoncontrols.com/dpa](http://www.johnsoncontrols.com/dpa) ("DPA") shall apply. **Seller as Controller:** Seller will collect, process and transfer certain personal data of Buyer and its personnel related to the business relationship between it and Buyer (for example names, email addresses, telephone numbers) as controller and in accordance with Seller's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Buyer acknowledges Seller's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Buyer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Seller is mandatorily required from Buyer's personnel under applicable law, Buyer warrants and represents that it has obtained such consent.

**(14) CONNECTED EQUIPMENT SERVICES.** Certain equipment sold hereunder includes by default Seller's Connected Equipment Services. Connected Equipment Services is a data-analytics and monitoring Software platform that uses a cellular or network connection to gather equipment performance data to assist Seller in advising Buyer on (and Buyer in better understanding) such equipment's health, performance or potential malfunction. **If Buyer's equipment includes Connected Equipment Services, such services will be on by default and the remote connection will continue to connect to Buyer's Equipment through the full equipment lifecycle, unless Buyer specifically requests in writing that Seller disable the remote connection or Seller discontinues or removes such remote connection.** For more information on whether your particular equipment includes Connected Equipment Services, a subscription to such services and the cost, if any, of such subscription, please see your applicable order, quote, proposal, or purchase documentation or talk to your Seller sales representative. If Buyer's equipment includes Connected Equipment Services, Seller will provide a cellular modem or other gateway device ("Gateway Device") owned by Seller or Buyer will supply a network connection suitable to establish a remote connection with Buyer's applicable equipment to permit Seller to use Connected Equipment Services to perform first-year and extended warranty services as well as other services, including troubleshooting, quarterly health reports, remote diagnostic and monitoring and aftermarket services. For certain subscriptions, Buyer will be able to access equipment information from a mobile or smart device using Connected Equipment Service's mobile or web app. Any Gateway Devices provided hereunder shall remain Seller's property, and Seller may upon reasonable notice access and remove such Gateway Device and discontinue services in accordance with the Software Terms. If Buyer does not permit Seller to connect via a connection validated by Seller for the equipment or the connection is disconnected by Buyer, and a service representative must therefore be dispatched to the Buyer site, then the Buyer will pay Seller at Seller's then-current standard applicable contract regular time and/or overtime rate for services performed by the service representative. Seller disclaims any obligation to advise Buyer of any possible equipment error or malfunction. **Buyer acknowledges that, while Connected Equipment Services generally improve equipment performance and services, Connected Equipment Services does not prevent all potential malfunction, insure against all loss or guarantee a certain level of performance and that Seller shall not be responsible for any injury, loss, or damage caused by any act or omission of Seller related to or arising from the monitoring of the equipment under Connected Equipment Services.**

**(15) MISCELLANEOUS**

**(a) CHANGES OF CONSTRUCTION AND DESIGN:** Seller reserves the right to change or revise the construction and design of the products or equipment purchased by Buyer, without liability or obligation to incorporate such changes to products or equipment ordered by Buyer unless specifically agreed upon in writing reasonably in advance of the delivery date for such products or equipment. Buyer agrees to bear the expense of meeting any changes or modifications in the scope of this Agreement or in local code requirements which become effective after Seller has accepted Buyer's order.

**(b) CHARACTER OF PRODUCT AND SECURITY INTEREST:** The goods delivered by Seller under the terms of the Agreement shall remain personal property and retain its character as such no matter in what manner affixed or attached to any structure or property. Buyer grants Seller a security interest in said goods, any replacement parts and any proceeds thereof until all sums due Seller have been paid to it in cash. This security interest shall secure all indebtedness or obligations of whatsoever nature now or hereafter owing Buyer to Seller. Buyer shall pay all expenses of any nature whatsoever incurred by Seller in connection with said security interest. Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall be subject to the mechanics lien legislation applicable to the location where the work will be performed.

**(c) INSURANCE:** Buyer agrees to insure the goods delivered under the Agreement in an amount at least equal to the purchase price against loss or damage from fire, wind, water or other causes. The insurance policies are to be made payable to Seller and Buyer in accordance with their respective interests, and when issued are to be delivered to Seller and held by it. Failure to take out and maintain such insurance shall entitle Seller to declare the entire purchase price to be immediately due and payable and shall also entitle Seller to recover possession of said goods.

**(d) INSTALLATION:** If installation by the Seller is included within the Seller's Quotation, Buyer shall provide all of the following at its own expense and at all times pertinent to the installation: i) free, dry, and reasonable access to Buyer's premises; and ii) proper foundations, lighting, power, water and storage facilities reasonably required. If any change in the scope of this Agreement or schedule for performance is ordered or directed by the Buyer (or any other party to the installation other than Seller) or any Force Majeure Event causes an increase in the cost or time required for Seller's performance of the work, Buyer shall make an upward equitable adjustment in the contract price or time of performance or both. Seller's additional costs, plus reasonable overhead and profit, shall be paid in full no later than 30 days from completion of such work.

**(e) COMPLIANCE WITH LAWS:** Seller's obligations are subject to the export administration and control laws and regulations of the United States and Canada. Buyer shall comply fully with such applicable laws and regulation in the export, resale or disposition of purchased products or equipment. Quotations or proposals made, and any orders accepted by Seller from a Buyer outside the United States or Canada are with the understanding that the ultimate destination of the products or equipment is the country indicated therein. Diversion of the products or equipment to any other destination contrary to the United States or Canada, as applicable, is prohibited. Accordingly, if the foregoing understanding is incorrect, or if Buyer intends to divert the products or equipment to any other destination, Buyer shall immediately inform Seller of the correct ultimate destination.

**(f) BUYER RESPONSIBILITIES:** Buyer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Seller secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Buyer and/or end user against unauthorized access. Buyer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

**(g) FORCE MAJEURE:** Seller shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Seller to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Seller, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in the tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Seller. If Seller's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Seller shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Seller is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Seller will be entitled to extend the relevant completion date by the amount of time that Seller was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Seller's cost to perform the services, Buyer is obligated to reimburse Seller for such increased costs, including, without limitation, costs incurred by Seller for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Seller in connection with the Force Majeure Event.

**(h) ONE-YEAR CLAIMS LIMITATION:** No claim or cause of action, whether known or unknown, shall be brought against Seller more than one year after the claim first arose. Except as provided for herein, Seller's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

T&C Version: 3/31/2021



**Memorandum of Understanding Between Johnson Controls Inc. and Sacramento City  
Unified School District – February 28, 2022**

This Memorandum of Understanding (“MOU”) is entered into by Sacramento City Unified School District and Johnson Controls, Inc. (collectively, “the Parties”) as of the date of full execution of the MOU (the “Effective Date”).

1. On or around December 10, 2020, Johnson Controls, Inc. (“JCI”) and Sacramento City Unified School District (“SCUSD”) executed an agreement referencing PO Number P21-01319 (the “Agreement”) whereby JCI agreed to sell and SCUSD agreed to purchase 6000 V-Pac Self-Contained Portable Air Purification Units with UV-C Bulbs (“V-Pacs”), including lamp and filter replacement parts, manufactured by UltraViolet Devices, Inc. (“UVDI”), for use in the school district’s classrooms. The total purchase price, including freight and tax, was \$6,148,125.00.
2. SCUSD financed the V-Pac transaction with relief funding received under the American Rescue Plan (“ARP”). The ARP relief funding was designed to facilitate the SCUSD’s efforts to mitigate the spread of COVID in the classrooms, and to implement appropriate indoor air quality improvements that foster healthy learning and working environments for students and staff.
3. Due to the nature of the order, the Agreement provided that “[o]nce the order is placed at the factory, it cannot be cancelled for any reason.”
4. The Agreement required SCUSD to make a 20% down payment, including tax, of \$1,207,125.00. SCUSD made this payment on December 21, 2020. Between March and May 2021, SCUSD made 3 additional payments totaling \$2,417,227.59.
5. The total amount SCUSD has paid JCI under the Agreement to date is \$3,624,352.59. \$2,523,772.41 of the \$6,148,125.00 purchase price currently remains unpaid.
6. Of the 6,000 V-Pacs purchased by SCUSD under the Agreement, 4,993 were shipped and delivered to SCUSD. However, in May 2021, prior to the shipment of the remaining V-Pacs, SCUSD requested and JCI agreed to halt further shipments due to outstanding questions concerning the value and efficacy of the V-Pacs for classroom use.
7. Given the longstanding partnership between JCI and SCUSD, the Parties worked together to overcome the challenges involved with SCUSD’s implementation of portable air purification technology for its classrooms and find a creative solution to avoid any dispute under the Agreement.
8. The crux of the solution permits SCUSD to return the units without contractual penalty and to repurpose the ARP relief funding on similarly qualifying projects and uses, while at the same time compensating JCI for the substantial negative financial impact JCI will incur downstream in returning all of the V-Pacs to UVDI.



9. Therefore, upon signature of this Memorandum of Understanding (“MOU”), the Parties agree as follows:
- A. JCI will furnish to SCUSD a Credit Memo that provides SCUSD with a credit on its account in the amount of \$3,624,352.59 (“V-Pac Credit”). The terms of the credit memo will entitle SCUSD to apply this amount toward accounts payable to JCI with respect to future healthy building and/or pandemic-related improvements to SCUSD buildings provided by JCI. Such improvements may include, but are not limited to:
    - i. HVAC/Rooftop Unit retrofits and replacements, Economizer upgrade and installations, Metasys upgrades and migrations, installations of classroom CO2 sensors and temperature control devices, UL Safe Trace Audits (IAQ, ventilation verification, and infection control for K-12 school), mechanical services to upgrade and/or retrofit ageing equipment, and/or other healthy-building related projects, including design services of such systems.
    - ii. The cost for such improvements, including but not limited to markup on any subcontract labor, will be consistent with any state or national purchasing agreement, or other public agency agreement JCI is a signatory to, such as Sourcewell (formerly NJPA) contracts and subject to review and approval by SCUSD staff (JCI to provide “open book” pricing for staff review).
  - B. The redemption period for the V-Pac Credit (\$3,624,352.59) will be by September 30, 2022. If the V-Pac Credit is not utilized in full within the redemption period, then JCI’s release of SCUSD is void and JCI may enforce the non-cancellation provision of the Agreement and seek restocking and other downstream costs from SCUSD. For purposes of this section, the definition of “utilized in full” during the redemption period shall refer to the issuance of a new purchase order by SCUSD accepted in writing by JCI or other provision of written assurance agreed to in writing by both parties for any future healthy building and/or pandemic-related improvements described above and shall not be interpreted to require the actual completion of the new project(s) by the redemption date.
  - C. SCUSD agrees to reach an agreement with JCI in writing in which SCUSD shall commit to spending the remaining balance under the original Agreement of \$2,523,772.41 (“V-Pac Balance”) with JCI in connection with one or more future healthy building and/or pandemic-related improvements by September 30, 2022. For any such Projects, SCUSD shall be invoiced by JCI as specified under the original Agreement.
  - D. All future purchases by SCUSD from JCI under the MOU shall be subject to JCI Standard Terms and Conditions.

- E. In exchange for these terms, JCI will not enforce the non-cancellation and modification provisions of the Agreement.
- F. **Instead**, JCI will **coordinate** UVDI's pick-up of all V-Pacs in SCUSD's possession and the return of all such units to UVDI, at no cost to SCUSD, no later than 30 days following execution of the MOU unless extended by mutual agreement in writing
- G. Subject to SCUSD's timely redemption of the V-Pac Credit and written commitment to spend the V-Pac Balance as set forth in Sections 9.B and 9.C above, no contractual penalty will be applied in connection with SCUSD's return of the units under the Agreement.
- H. Subject to performance of the terms and conditions stated above, the Parties agree to release all claims and causes of action, whether now known or unknown, which the parties have, or might have or could have asserted, against the other, its officials, employees, insurers, Board Members, attorneys, representatives, agents, vendors, or parties otherwise associated with the Agreement or the V-Pacs. For the avoidance of doubt, the release of liability extended by SCUSD to JCI extends and applies to UVDI.
- I. Each party will be responsible for its own legal fees and costs.
- J. The execution of this MOU shall not operate as an admission of liability by either party with respect to the Agreement or the V-Pacs.
- K. Except as otherwise agreed to by the Parties or required by law, including obligations arising under the California Public Records Act (Government Code section 6250 et seq.) and the Ralph M. Brown Act (Government Code section 54950 et seq.), the Parties and their attorneys agree to keep this MOU confidential.
- L. Each side agrees they will not publicly criticize, disparage, call into disrepute or otherwise defame the other with respect to the Agreement, the V-Pacs, and this MOU. The parties will further agree to a joint statement that indicate we are maintaining our long-standing business relationship and will continue to work on solutions that are beneficial to SCUSD's students, staff and community.

SIGNATURES:

  
 \_\_\_\_\_  
 Johnson Controls Inc.

2/28/22  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Sacramento City Unified School District

2/25/22  
 \_\_\_\_\_  
 Date

| SCUSD / HVAC / Sites 10-23 |      |                     |                        | Funding source    | Funding source  |                 |      |
|----------------------------|------|---------------------|------------------------|-------------------|-----------------|-----------------|------|
| SCUSD ID                   | ID # |                     | Total site cost        | MOU Credit        | ESSER           | PO \$           | PO # |
|                            |      |                     | \$7,753,883.71         | \$3,624,352.59    |                 |                 |      |
| 0004-463                   | 10   | Alice Binery        | \$ 285,368.69          | \$ 285,368.69     | \$ -            | \$ -            |      |
| 0108-463                   | 11   | Ethel Baker         | \$ 353,658.18          | \$ 353,658.18     | \$ -            | \$ -            |      |
| 0110-463                   | 12   | Ethel Phillips      | \$ 344,499.13          | \$ 344,499.13     | \$ -            | \$ -            |      |
| 0354-463                   | 13   | Suttersville        | \$ 306,364.10          | \$ 306,364.10     | \$ -            | \$ -            |      |
| 0390-463                   | 14   | Woodbine            | \$ 307,705.57          | \$ 307,705.57     | \$ -            | \$ -            |      |
| 0183-463                   | 15   | New Joseph Bonnheim | \$ 297,605.68          | \$ 297,605.68     | \$ -            | \$ -            |      |
| 0269-463                   | 16   | Pacific             | \$ 440,072.69          | \$ 440,072.69     | \$ -            | \$ -            |      |
| 0272-463                   | 17   | Parkway             | \$ 338,438.60          | \$ 338,438.60     | \$ -            | \$ -            |      |
| 0229-463                   | 18   | Success Acadamy     | \$ 290,775.09          | \$ 290,775.09     | \$ -            | \$ -            |      |
| 0117-463                   | 19   | Fr. Ketih B Kenn    | \$ 189,734.28          | \$ 189,734.28     | \$ -            | \$ -            |      |
| 0571-463                   | 20   | Cap Cit             | \$ 191,699.76          | \$ 191,699.76     | \$ -            | \$ -            |      |
| 0520-463                   | 21   | Hiram Johnson HS    | \$ 1,319,695.95        | \$ 278,430.81     | \$ 1,041,265.14 | \$ 1,041,265.14 |      |
| 0525-463                   | 22   | JFK HS              | \$ 1,335,524.72        | \$ -              | \$ 1,335,524.72 | \$ 1,335,524.72 |      |
| 0530-463                   | 23   | Luther Burbank      | \$ 1,752,741.27        | \$ -              | \$ 1,752,741.27 | \$ 1,752,741.27 |      |
|                            |      |                     | \$ 7,753,883.71        | \$ 3,624,352.59   | \$ 4,129,531.13 | \$ 4,129,531.13 |      |
|                            |      |                     | <b>Total site cost</b> | <b>MOU Credit</b> | <b>ESSER</b>    | <b>PO \$</b>    |      |



**Solicitation Number: RFP #070121****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Johnson Controls, Inc., 5757 North Green Bay Avenue, Milwaukee, WI 53209 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for HVAC Systems and Related Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

**1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires August 12, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship for a period of one year for Equipment and Products and ninety days for Services. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

**B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Supplier will provide its standard proposal terms and conditions with specific scope for all task orders under this Contract. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

**C. SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

**D. TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

**E. GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## **7. CUSTOMER SERVICE**

**A. PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:



- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

#### **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

#### **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the

circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

### **11. INDEMNITY AND HOLD HARMLESS**

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, to the extent resulting from negligence or willful misconduct in the performance of this Contract by the Supplier or its agents or employees for third-party injury or death to person(s) or property or caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Supplier will not be liable for indirect or consequential damages. Vendor's liability to Sourcewell arising out of this Contract, with the exception of Supplier's indemnification obligations under this Section, shall not exceed amounts paid or payable under this Contract. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

### **12. GOVERNMENT DATA PRACTICES**

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

### **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

#### **A. INTELLECTUAL PROPERTY**

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws. Supplier shall have the right, at its option, to: i) make the Equipment or Products non-infringing, ii) replace the infringing Equipment or Products; or (iii) on return of the Equipment or Products by Sourcewell or the Participating Entity, Supplier will refund the amounts actually paid by Sourcewell or the Participating Entity for the infringing Equipment or Products, less depreciation over a three (3) year period. Liability for infringement under this Section excludes: (i) misuse or modification of the product by Sourcewell or the Participating Entity or its employees, agents or downstream customers, (ii) use of the product or work in combination with other materials, goods, products, or services for which the product was not intended to be used (as demonstrated by Supplier's applicable product literature), (iii) failure of Sourcewell or the Participating Entity to implement any update provided by Supplier that would have prevented the claim, (iv) work that Supplier made to Sourcewell's or the Participating Entity's specifications or designs, (v) product that is not manufactured by Supplier, and (iv) claims with respect to third party hardware or software.

5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

6. *Digital & Intellectual Property.* Use, implementation, and deployment of software and hosted software products proprietary to Supplier (“Software”) shall be subject to, and governed by, Supplier’s standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the “Software Terms”). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Supplier and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Supplier shall retain all right, title and interest in any (a) work provided to Sourcewell and any Participating Entities, including without limitation, all software source and object code, documentation, technical information or data, specifications and designs and any changes, improvements or modifications thereto (“Deliverables”), and (b) Know-How (defined below) employed by Supplier in the creation of the Deliverables or performance of the associated work, whether known to Supplier prior to, or developed or discovered or acquired in connection with, the performance of its obligations under this Contract. Ownership of all Deliverables and Know-How shall vest solely in Supplier and no Deliverables shall be deemed “works made for hire.” Without limiting the generality of the foregoing, ownership of all source files used in the course of performing all associated work shall remain the exclusive property of Supplier. For purposes of this Contract, “Know-How” means any know-how, processes, techniques, concepts, methodologies, tools, analytical approaches, database models and designs, discoveries, and ideas furnished, produced by, developed, or used by Supplier in the creation or provision of the Deliverables or in the performance of the Services, Products or Equipment, and any changes, improvements, or modifications thereto or derivatives thereof. Additional terms and conditions or other required transaction documentation related to Software Terms may be addressed directly between a Participating Entity and Supplier depending upon the Software or offering, including any applicable terms and conditions related to any Software subscriptions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

#### **15. FORCE MAJEURE**

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

#### **16. SEVERABILITY**

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

#### **17. PERFORMANCE, DEFAULT, AND REMEDIES**

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## 18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate



3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or



“work” performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

## **21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 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 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 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. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. 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 C.F.R. § 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. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 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 C.F.R. § 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. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require 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). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 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 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 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. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must 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. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must 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.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

**22. CANCELLATION**

Sourcwell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcwell

Johnson Controls, Inc.

DocuSigned by:  
*Jeremy Schwartz*  
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DocuSigned by:  
*Jeremy L Rainwater*  
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By: \_\_\_\_\_  
Jeremy Schwartz  
Title: Chief Procurement Officer

By: \_\_\_\_\_  
Jeremy L. Rainwater  
Title: VP & GM HVAC and Controls North America

10/7/2021 | 8:54 PM CDT

10/14/2021 | 5:51 PM CDT

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved:

DocuSigned by:  
*Chad Coquette*  
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By: \_\_\_\_\_  
Chad Coquette  
Title: Executive Director/CEO

10/14/2021 | 5:53 PM CDT

Date: \_\_\_\_\_

# RFP 070121 - HVAC Systems and Related Services

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## Vendor Details

Company Name: Johnson Controls, Inc.  
Does your company conduct business under any other name? If yes, please state: MD  
Address: PO Box 246  
Chesapeake City, Maryland 21915  
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HST#: 39-0380010

## Submission Details

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Submitted By: Tom Staves  
Email: thomas.staves@jci.com  
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Submitter's IP Address: 104.129.195.1

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**Specifications****Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

| Line Item | Question   | Response *  |
|-----------|--|---|
| 1         | Proposer Legal Name (one legal entity only):   | Johnson Controls Inc.   |
| 2         | Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.  | Johnson Controls Canada, LP<br>Johnson Controls Security Solutions  |
| 3         | Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.   | Johnson Controls does not have any applicable assumed names.<br>Johnson Controls, Inc. has previously operated under two (2) former names:<br>1. Johnson Service Company from July 10, 1902 to November 11, 1974<br>2. Johnson Electric Service Company from July 31, 1900 to July 10, 1902 |
| 4         | Proposer Physical Address:   | 5757 North Green Bay Avenue Milwaukee, WI 53209   |
| 5         | Proposer website address (or addresses):   | www.JohnsonControls.com   |
| 6         | Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract): | Jeremy L Rainwater, VP & GM HVAC and Controls North America<br>5757 North Green Bay Avenue Milwaukee, WI 53209<br>jeremy.l.rainwater@jci.com<br>414-524-1200  |
| 7         | Proposer's primary contact for this proposal (name, title, address, email address & phone):  | Tom Staves<br>Cooperative Program Manager<br>705 Digital Drive, Suite N, LINTHICUM HEIGHTS, MD 21090-2267<br>Thomas.Staves@JCI.com<br>443-676-8813  |
| 8         | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):   | Andrew Pergande, Director Commercial Optimization<br>5757 North Green Bay Avenue Milwaukee, WI 53209<br>Andrew.Pergande@jci.com<br>414 524 6937   |

**Table 2: Company Information and Financial Strength**

| Line Item | Question | Response * |
|-----------|----------|------------|
|-----------|----------|------------|



|    |   |   |
|----|---|---|
| 9  | Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.  | <p>Johnson Controls is a global diversified technology and multi-industrial leader serving a wide range of clients in more than 150 countries. Our Performance Infrastructure business, which operates independently, and specifically is responsible for the successful delivery of guaranteed savings projects and other alternative funding projects delivers world-class solutions that address our clients' energy and infrastructure needs. Our solutions leverage our experience from thousands of higher education projects across the country matched to the specific requirements and needs of the client and their facilities.</p> <p>Our company has its very roots in the energy efficiency business. In 1883, Warren S. Johnson, a professor at the State Normal School in Whitewater, Wisconsin, received a patent for the electric room thermostat. His invention launched the building control industry. Johnson Controls with over \$30 billion of revenue in 2017, recently Johnson Controls merged with Tyco to become a global leader in building systems, energy storage, and integrated security and fire.</p> <p>Johnson Controls is a pioneer in developing performance contracting as a viable means by which to update facilities and make them more cost-effective to operate. We have implemented more than 3,000 performance contracting agreements – all with guaranteed savings since 1983.</p> <p>Core Values, Business Philosophy Johnson Controls Values:<br/> <b>INTEGRITY FIRST:</b> We promise honesty and transparency. We uphold the highest standards of integrity and honor the commitments we make.<br/> <b>PURPOSE LED:</b> We believe in doing well by doing good and hold ourselves accountable to make the world a better place through the solutions we provide, our engagement in society, the way we do business, and our commitment to protect people and the environment.<br/> <b>CUSTOMER DRIVEN:</b> We win when our customers win. Our long-term strategic relationships provide unique insights and the ability to deliver exceptional customer experiences and solutions.<br/> <b>FUTURE FOCUSED:</b> Our culture of innovation and continuous improvement drives us to solve today's challenges while constantly asking 'what's next.'<br/> <b>ONE TEAM:</b> We are one team, dedicated to working collaboratively together to create purposeful solutions that propel the world forward.</p> <p>Industry Longevity Related To The Requested Equipment:<br/> Johnson Controls paints an impressive picture, with 130+ years of innovation and over four million customers. Johnson Controls is a global diversified technology and multi-industrial leader serving a wide range of customers. Our commitment to sustainability dates back to our roots in 1885, with the invention of the first electric room thermostat. Johnson is committed to helping our customers win and creating greater value for all of our stakeholders through a strategic focus on buildings and energy growth platforms.</p> <p>Products Or Services<br/> Johnson Controls offers best-in-class technologies, products, installation, and service capabilities across building management, fire, security, sensors/controls, HVAC, industrial refrigeration, and energy storage solutions. Our offering includes total support for all fire alarm, fire detection, fire protection, integrated security, HVAC, Building Controls, healthcare communications, and sound/communications needs. Our capabilities include design, engineering development, integration, installation, project management, programming, testing, commissioning, training, warranty support, and post-warranty service. Our Technicians are highly trained and use state-of-the-art test equipment to ensure high-quality results and are trained to perform related repairs, in addition to inspections and responding to emergency maintenance requirements. Our life safety services are "Best-Value" for the following reasons:<br/> - Specialized inspection teams trained to identify and correct problems before they occur, thus preventing costly nuisance alarms and unnecessary downtime.<br/> - Experienced technicians ensure that repairs are done right and promptly. Standardized reporting and documentation.<br/> - Customized service plans to meet any customer's needs.<br/> Our organization provides local support from our North American network of over 150 local offices in the United States and Canada. Each office functions as a "one-stop-shop" providing parts, supplies, and equipment specific to each of the clients it serves.</p> |
| 10 | What are your company's expectations in the event of an award?  | Johnson Controls expects to build upon our previous contract 030817-JHN successes. Though we had tremendous adoption by our sales teams, there is still much work that needs to be done to maximize the sales potential including launching Canada. We are looking to add additional personnel to our corporate sales team to manage field training, business development, and direct sales. An annual budget has been submitted to assist in the development of additional collateral and E-marketing campaigns and plans to attend local/ regional trade shows to promote our participation in the program.   |
| 11 | Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.  | Johnson Controls Inc is a wholly-owned indirect subsidiary of Johnson Controls International plc, a publicly owned company listed on the New York Stock Exchange (ticker: JCI). As a wholly-owned subsidiary, Johnson Controls Inc's financial results are consolidated in the financial statements of Johnson Controls International plc. In Fiscal Year 2020, Johnson Controls saw net revenue of \$22.3 billion with positive cashflow. Johnson Controls enjoys a strong balance sheet with \$10 billion in assets against \$8.2 billion in total liabilities. Total shareholders' equity was \$17.4 billion for FY 2020. We have provided the Johnson Controls 2020 Annual Report, credit and bond ratings, letters of credit, and detailed reference letters   |
| 12 | What is your US market share for the solutions that you are proposing?  | <p>Johnson Controls does not divulge market share for equipment categories, however, we can report on our North American market share for the following services:</p> <ul style="list-style-type: none"> <li>- Energy Saving Performance Contracting: 14%</li> <li>- P3: 36%</li> <li>- Service and Maintenance: 3%</li> </ul> <p>These values include both the US and Canada.</p>  |
| 13 | What is your Canadian market share for the solutions that you are proposing?  | See answer to question 12.  |
| 14 | Has your business ever petitioned for bankruptcy protection? If so, explain in detail.  | Johnson Controls has never petitioned for bankruptcy protection.  |
| 15 | <p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p> | B) Johnson Controls is a manufacturer and service provider with an extensive network of sales and service branches that are 100% company-owned. The branch network provides equipment, installation, and service for HVAC, security, fire, and Performance Contracting (PC) needs.  |

|    |   |   |
|----|---|---|
| 16 | If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP. | <p>When selecting a company to provide HVAC systems and service, you want to choose a proven contractor that is responsible, experienced, and has employees with the expertise and knowledge to work efficiently and help you make the best choices for your facilities.</p> <p>In addition to professional licenses in all 50 states and 10 Canadian Provinces, our team members hold licenses, certifications, and accreditations by various professional organizations. Professional certification or accreditation indicates a certain proven amount of knowledge and experience in a particular subject area.</p> <p>To earn many of these credentials (e.g., LEED Accredited Professional), applicants are required to have experience in the field as well as pass a comprehensive examination administered by a third party. By regularly maintaining their certifications, our employees ensure they continue their education and keep pace with industry trends and standards.</p> <p>Please see the "Johnson Controls Certification Table" uploaded as a separate file. This table identifies just a few of the professional certifications held by Johnson Controls team members, relevant to HVAC equipment and services and energy efficiency projects. Beyond the dedicated resources for a project, our team can seek additional support from a variety of certified professionals at the regional and national level, as represented here.</p> |
| 17 | Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.  | Johnson Controls has been in business for well over 100 years and operates from about 120 offices in all North America. To the best of our knowledge and information, neither company, as a corporate entity, nor any of its branch or satellite offices have been suspended or debarred by any federal, state, provincial, or municipal public agency.   |

**Table 3: Industry Recognition & Marketplace Success**

| Line Item | Question | Response * |
|-----------|----------|------------|
|-----------|----------|------------|

|    |   |  |
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| 18 | Describe any relevant industry awards or recognition that your company has received in the past five years  | <p>Our organization participates in a wide range of activities and has been recognized in several unique areas. The following information highlights some key examples.</p> <p><b>SUSTAINABILITY AND CORPORATE SOCIAL RESPONSIBILITY</b><br/>                 2019 World's Most Ethical Company<br/>                 12 selections since 2007 (March 2020, selected for the 13th time) Ethisphere Magazine<br/>                 100 Best Corporate Citizens, 2019<br/>                 Transparency and social responsibility, since 2006<br/>                 Corporate Responsibility Magazine<br/>                 2019 Best Corporate Citizens<br/>                 Community involvement, environmental impact, and fair employee treatment.<br/>                 Forbes Magazine<br/>                 Change the World, 2018<br/>                 Companies that are doing well by doing good<br/>                 Fortune Magazine<br/>                 AAA Rating<br/>                 Environmental, social, and governance MSCI Socially Responsible Indices Carbon Clean 200<br/>                 Biggest public companies ranked by green energy revenues<br/>                 Corporate Knights and As You Sow<br/>                 Energy Star Most Efficient 2020 Most efficient products<br/>                 Energy Star<br/>                 Environmental Leader Project of the Year<br/>                 For partnership with The University of Hawai'i (UH) Maui College Environmental Leader and Energy Manager Today<br/>                 Top Project Judges' Choice Award for its impressive strides in sustainability and renewable energy<br/>                 Environmental Leader and Energy Manager Today<br/>                 Environment + Energy Leader 100<br/>                 Terrill Laughton, VP, and GM of Energy Optimization and Connected Equipment Environmental Leader and Energy Manager Today</p> <p><b>INNOVATION</b><br/>                 Johnson Controls Top 100 Global Innovators, 5-time winner<br/>                 Most innovative corporations and institutions in the world, 2016, 2017, 2019, 2019,2020<br/>                 Clarivate Analytics<br/>                 Overall IoT Company of the Year, 2020<br/>                 Top companies, technologies, and products in the global Internet of Things (IoT) market<br/>                 IoT Breakthrough<br/>                 Most Intelligent Building – Corporate Headquarters (Bee'ah's new headquarters in the UAE)<br/>                 Optimize energy efficiency, make the best use of available space and help the building's occupants be more productive<br/>                 Digie Award</p> <p><b>QUALITY / PRODUCTS</b><br/>                 Our organization participates in a wide range of activities and has been recognized in several unique areas. The following information highlights some key examples.<br/>                 Humanitarian Award, 2019<br/>                 Fire Commissioner's Humanitarian Award<br/>                 Fire Department of the City of New York Foundation Sustainability Product of the Year<br/>                 The YORK® Mission Critical Direct Evaporative Cooling Air Handling Unit in the 2019 Sustainability Awards. The awards honor those who have made sustainability an integral part of their business practice.<br/>                 The Business Intelligence Group<br/>                 Edison Award<br/>                 Environmentally Friendly Solutions sub-category of the Energy and Sustainability award category<br/>                 The Edison Awards annually honor excellence in human-centered design and innovation<br/>                 Five honors in the 2019 Brandon Hall Group Human Capital Management Excellence Awards<br/>                 Innovative learning solutions and sales training programs that help improve the human capital management space, achieve results and provide meaningful careers<br/>                 Brandon Hall Group<br/>                 YORK® YHAU CGN Absorption Chiller – Heater<br/>                 Use of a natural refrigerant (water) that offers zero ozone depletion and global warming potential<br/>                 New Products for Engineers<br/>                 2018 IW Best Plants Winner, Norman OK plant<br/>                 Operational excellence<br/>                 Industry Week<br/>                 Four 2019 World Class Briefing Awards for its excellence in management, planning, customer experience, and measurement<br/>                 Association of Briefing Program Managers<br/>                 Most Intelligent Building – Corporate Headquarters (Bee'ah's new headquarters in the UAE)<br/>                 Optimize energy efficiency, make the best use of available space and help the building's occupants be more productive<br/>                 Digie Award</p> <p><b>WORKFORCE DIVERSITY</b><br/>                 Grady Crosby, vice president of public affairs and chief diversity officer honored with the 2019 Business Champion award<br/>                 Commitment to creating a diverse and inclusive workforce<br/>                 African American Chamber of Commerce<br/>                 Top 50 Employers for Women Engineers, 2019<br/>                 Readers of Woman Engineer were asked to name the employers for whom they would most like to work or that they believe would provide a positive working environment for women<br/>                 Women Engineer<br/>                 50 Best Companies for Diversity Dec. 2018<br/>                 Black Enterprise Magazine Top Employer – China, 2019<br/>                 For exceptional employee conditions, nurturing and developing talent throughout all levels of the organization and striving to optimize its employment practices and to develop its employees<br/>                 Top Employers Institute, China 2019<br/>                 Best of the Best for U.S. Veterans<br/>                 Top Veteran-Friendly Companies<br/>                 U.S. Veteran's Magazine<br/>                 2019 Sustainability Awards and Recognition does not include most recognition bestowed to specific locations and individual employees by organizations around the world for our employees' work to build a sustainable world and does not include sustainability indices to which Johnson Controls was named. This list is representative but not exhaustive of global sustainability honors and awards.</p> |
| 19 | What percentage of your sales are to the governmental sector in the past three years  | 26%  |
| 20 | What percentage of your sales are to the education sector in the past three years   | 18%  |
| 21 | List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years? | NCPA - \$3,865,224<br>TIPS - \$2,281,196<br>NASPO - \$6,036,765<br>OMNIA - \$1,500,000 (1st yr of agreement)   |

|    |  |   |   |
|----|--|---|---|
| 22 | List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years? | GSA - 084 190CA \$11,680,149<br>GSA-03FAC 0060P \$5,131,971 | * |
|----|--|---|---|

**Table 4: References/Testimonials**

**Line Item 23.** Supply reference information from three customers who are eligible to be Sourcewell participating entities.

| Entity Name *              | Contact Name *  | Phone Number *                                      |   |
|----------------------------|-----------------|---|---|
| Brainerd Public Schools    | Earl Wolleat    | 218-454-6906<br>earl.wolleat@isd181.org             | * |
| Castlewood School District | Dawn Wiersma    | 605-793-2351<br>dawn.wiersma@k12.sd.us              | * |
| Watertown School District  | Heidi Clausen   | 605-882-6314<br>heidi.clausen@k12.sd.us             | * |
| Fort Bend County           | Taral Patel     | 281-341-8608<br>taral.patel@fortbendcountytexas.gov |   |
| Marshall County            | Roger Haugtvedt | 218-745-4951<br>rodger.haugtvedt@co.marshall.mn.us  |   |

**Table 5: Top Five Government or Education Customers**

**Line Item 24.** Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

| Entity Name                                  | Entity Type * | State / Province *             | Scope of Work *  | Size of Transactions *      | Dollar Volume Past Three Years * |   |
|--|---------------|--------------------------------|--|-----------------------------|----------------------------------|---|
| Western Regional Integrated Health Authority | Government    | NL - Newfoundland and Labrador | P3, service, controls  | \$322.00 – \$109,274,268.00 | \$109.3M                         | * |
| Corvias Group - Public Housing               | Government    | Florida - FL                   | Work for this entity took place in multiple states.<br>Performance Contracting infrastructure improvements | \$61,531 – \$43,968,914     | \$97M                            | * |
| CUNY - The City University of New York       | Education     | New York - NY                  | Service, Chiller plant upgrade, hot water BMS extension, security cameras, various infrastructure upgrades | \$5,620 – \$24,724,109      | \$35.9M                          | * |
| City of Toledo                               | Government    | Ohio - OH                      | Performance Contract, various HVAC upgrades, automated meters, controls, service                           | \$334 - \$75,390,135        | \$75.9M                          | * |
| School District of Philadelphia              | Education     | Pennsylvania - PA              | Performance Contract, fire alarm, controls, various mechanical HVAC equipment upgrades                     | \$3,986 - \$24,000,000      | \$64.4M                          | * |

**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

| Line Item | Question   | Response *  |
|-----------|--|---|
| 25        | Sales force.   | Johnson Controls has 1740 sales personnel in North America working out of more than 160 branch offices. Our sales professionals are full-time employees. Most of the North American employees are full time with less than 1.5% being temporary or part-time.   |
| 26        | Dealer network or other distribution methods.  | Johnson Controls, Inc. does utilize a minimal amount of Agents at strategic locations throughout the USA. These Agents will be required to work through a local branch when using the Sourcewell contract to ensure pricing integrity and contract compliance. For those dealers that eventually want to sell direct, they will be required to go through a training program and a contract modification will be submitted to add them as an approved Dealer/Agent.   |
| 27        | Service force.   | As mentioned previously, we understand the importance of having a local presence in the communities we serve. This is why we have over 4,800 front-line service providers nationwide in over 160 branch locations. These service providers are direct employees of Johnson Controls.  |
| 28        | Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.  | <p>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. In most North American locations, we have the capability to answer emergency calls within two hours of the original call if required by the customer. Once issues are logged via our 24-hour emergency number, a record of the emergency is made for tracking purposes, and a service team member or members will be dispatched to the site of the issue.</p> <p>We also provide next-day service for routine service calls. We guarantee to answer emergency calls within 24 hours of your call and have technicians available 24-hours a day, seven days a week.</p> <p>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.</p> <p>Some very remote locations may be more than 2-hours away from a service branch. In those cases, we may install additional technology to enable us to detect, analyze, and possibly remedy problems remotely. Another option is establishing a connection to our Remote Operations Center who can then detect, report, and fix problems as they occur. In some cases, we have subcontracted with a local firm that can provide service within the 2-hour window.</p> <p>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 systems, 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 the community of a local service provider.</p> <p>The Johnson Controls E-Service tool provides a customer portal where Sourcewell members can access information related to their building(s) and service jobs, including details about service history, service requests, agreements, and invoices. From the main portal page, they can also review news articles and connect directly to various offerings.</p> <p>Our service branches are certified to service a wide range of facility infrastructures including the following:</p> <ul style="list-style-type: none"> <li>Building automation control systems</li> <li>Chiller and refrigeration equipment</li> <li>Boilers and associated heating systems</li> <li>Air handling equipment and large fans</li> <li>Hydronic equipment including pumps and cooling towers</li> <li>Pneumatic air systems (control and process)</li> <li>Fire alarm systems</li> <li>Security and card access control systems</li> <li>Low and high voltage electrical systems</li> <li>Packaged rooftop units and unitary heat/cooling equipment</li> </ul> <p>Maintenance</p> <p>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 a 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.</p> <p>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 is equally important in a successful strategy.</p> <p>Reactive Maintenance<br/>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>Predictive Maintenance<br/>Checking the condition of the equipment as it operates. Equipment conditions, rather than time intervals, determine the need for service.</p> <p>Preventative Maintenance<br/>Scheduling maintenance at specific times offers the first line of defense against failure.</p> <p>Proactive Maintenance<br/>Addresses root causes identified by predictive methods. It isolates and corrects the sources of failure altogether.</p> |
| 29        | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.   | Johnson Controls will support all geographic areas and market sectors of the United States through the proposed contract. We will be offering and promoting an awarded contract to all Sourcewell member segments and verticals through the proposed contract.  |
| 30        | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.  | Johnson Controls frequently provides products and services to customers in Canada, and will gladly support Sourcewell Canadian members. We have successfully managed, engineered, and implemented more than \$550 million in performance contract projects across Canada, which represents over \$600 million in guaranteed savings. We have 20 branch offices located throughout Canada, which enables us to provide HVAC systems and services to all provinces, Yukon Territory, the Northwest Territories, and Nunavut.  |
| 31        | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.   | Johnson Controls can service all geographic areas of the United States and all Sourcewell Member sectors. We have an international presence and an extensive presence in the United States and Canada. We provide HVAC systems and services to all markets and sectors and have entire teams dedicated to State Government, Higher Education, K-12 Schools and Districts, Local Government, Federal Government, Healthcare, and Public Housing.   |
| 32        | Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract? | Johnson Controls, Inc. can service all geographic areas in North America across all entity sectors with no limitations.   |
| 33        | Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.   | Johnson Controls operates offices located in HI, AK, and US Territories. There will not be any additional charges to service customers located within these areas unless they are more than our standard branch response area of 1 hours' travel from the nearest Johnson Controls office.  |

**Table 7: Marketing Plan**

| Line Item | Question   | Response *   |
|-----------|--|--|
| 34        | Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response. | <p>Our proposed Sourcewell marketing plan includes a coordinated effort between Johnson Controls and Sourcewell. We will continue to market the SOURCEWELL program both internally and externally via our corporate websites. Brochures will be dispensed in both hard copy and electronic format. Our team's Cooperative Program Manager, Mr. Tom Staves, will continue to oversee the program. Mr. Staves will be responsible for driving growth. He will be assisted by the following personnel who have also been supporting Sourcewell in the past. The following sales personnel will assist with the training, promotion, and direct sales to SOURCEWELL clients:</p> <p>Ms. Mary Beth Alexander - Business Development Mgr.<br/>                     Ms. Melanie LeClair - Business Development Mgr.<br/>                     Ms. Hayley Nitschke - Marketing</p> <p>The Sourcewell Logo will be added to tradeshow banners and promoted locally and nationally via numerous tradeshows our personnel attends throughout the year. We will continue to promote Sourcewell via our website. We will also distribute a form to clients. The form will be used to request additional information or schedule a meeting with a sales representative.</p>   |
| 35        | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.  | <p>We use a variety of electronic platforms to ensure contract awareness and to continually educate customers on life safety in general. Some current updates that are in process include; having a strong digital component to our advertising program that includes pay-per-click advertising. Online banner advertising, e-newsletters, links to JohnsonControls.com from key websites. We continue to make significant investments in redesigning our website and implementing marketing automation software that integrates with salesforce.com.</p> <ul style="list-style-type: none"> <li>• Update our existing customer database files for known Sourcewell members</li> <li>• Continuous refresh/updates to the Internet (as stated, there will be a dedicated page to Sourcewell)</li> <li>• Conduct Emailer campaigns</li> <li>• We have launched a very successful webinar series "Learn from the Leader" that takes on a new industry-related topic once per quarter. Free for all that attend.</li> <li>• All Sourcewell customers will have access to Service Channel. A dedicated secure portal where inspection reports, will be uploaded, service calls can be placed, and can even check on the time until the technician arrives.</li> <li>• Will promote via newsletter and corporate announcement</li> </ul> |
| 36        | In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?                                | <p>Johnson Controls entities have had tremendous success with our previous Sourcewell awards. As you see we have many of the same customers still with us under Sourcewell and have greatly expanded the program. We continue to make improvements and build upon past successes and learn from our experiences. Affiliated companies including Johnson Controls Security Solutions, Johnson Controls Canada LP, and Tyco Integrated Fire and Security have the benefit of working from procedures that have been established by Johnson Controls Fire Protection.</p> <p>Our team is driven to provide efficient public service through our national contract purchasing solutions and other related programs. We are only able to do this as we work together; to create a unified purchasing alliance that is valued by both Sourcewell Members and contracted suppliers.</p> <p>We understand our sales staff will be responsible for the majority of the marketing responsibilities for this contract. We are positioned to continue to work together to support a wide range of Sourcewell clients.</p>  |
| 37        | Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.            | <p>Most of our products are designed, developed, and integrated to meet specific customer needs. SSNA products and services are purchased primarily through our local branch network.</p>  |

**Table 8: Value-Added Attributes**

| Line Item | Question   | Response *   |
|-----------|--|--|
| 38        | Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply. | <p>By partnering with Johnson Controls, Sourcewell members will have the ability to customize training to meet their needs. Our programs can be comprehensive to increase the self-sufficiency of staff or more focused to develop competencies where needed. We design our training programs in conjunction with our service offerings to protect customer investments while maximizing the efficiency of their operations. Through continuous support and professional development, we align our services with their mission.</p> <p>To create a truly focused learning experience, we carefully customize our training programs to align with your goals and objectives. To help determine what training will be required for your staff, we will work with you through a series of brief interviews and simple tests with representatives from maintenance supervisors, maintenance staff, facilities engineering, and quality control. The program steps include the following:</p> <ul style="list-style-type: none"> <li>Define current maintenance and operating procedures</li> <li>Define required maintenance and operating procedures required for new equipment</li> <li>Review training options with plant engineering and maintenance</li> <li>Determine and organize training programs, based on need and skill level, for functional groups within the facility (supervisors, maintenance staff, custodial, etc.)</li> <li>Perform training with each group using a mix of theory, hands-on practice, and maintenance manual application</li> <li>Record each session for future use by staff</li> <li>On a regular basis, repeat and redesign new needs and re-establish competency on old ones</li> </ul> <p>Johnson Controls Institute<br/>                     Professional instructors with industry experience, state-of-the-art equipment, and hands-on lab activities are hallmarks of the Johnson Controls Training Institute experience. The Institute has been widely regarded as one of the best educational sources in the building environments industry since its establishment in 1947. Each year, more than 4,000 clients and employees attend courses at our institute.</p> <p>Training is available on-site or at one of our many training centers across the U.S. On-site training features hands-on training on your own equipment. For a listing of courses, please visit our website at <a href="http://www.johnsoncontrols.com">www.johnsoncontrols.com</a>.</p> <p>Packaged Training Programs<br/>                     We realize that off-site classroom instruction is not always practical. For that reason, the Institute produces several packaged training programs to assist our clients. Convenient and effective in-house training is possible through a variety of instructional videotapes, sound/slide, and computer-based training programs produced by the Institute.</p> <p>The computer-based training programs use the power and flexibility of the computer to deliver an interactive learning experience. Interacting one-on-one with the computer, the student can gain a better working knowledge of HVAC systems, energy management concepts, and facilities management system operation. The student can review each modular lesson after the initial learning experience to refresh skills as needed.</p> <p>Branch and On-Site Instruction<br/>                     Because branch training can provide a more convenient and cost-effective alternative to our standard Institute locations, we have converted many of our more popular courses to branch training programs. We can also conduct select courses using remote seminars that allow group training of the client's facilities, systems, and equipment. On-staff Johnson Controls Institute instructors teach the remote seminars at client sites, our offices, or another convenient location depending on the needs of the client group. We use portable equipment simulators that enable employees to practice without jeopardizing building operations.</p> <p>Another option for on-site instruction is on-the-job training, which allows our engineers, technicians, and mechanics to provide instruction at your facilities. This training is excellent for practical and productive learning. Materials include course handbooks, on-site laboratory sessions, and examinations. Typical topics include energy management, HVAC systems maintenance, and facility management system operation. Finally, phone support and technical assistance are always available over the phone or during our normal client service visits.</p> |



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| 39 | Describe any technological advances that your proposed products or services offer.  | <p>Our latest technology deployment is OpenBlue, which is further described in Question 70. It is a complete suite of connected solutions that deliver impactful sustainability, new occupant experiences, and respectful safety and security that combines our 135 years of building expertise with cutting-edge technology. OpenBlue features a suite of tailored, AI-powered service solutions such as remote diagnostics, predictive maintenance, compliance monitoring, advanced risk assessments, and more.</p> <p>One of our more powerful and popular technological advances is our Connected Services. All microprocessor-based York chillers can be connected to our Remote Operations Center and monitored 24/7. This information will better prepare our chiller technicians during their service visits and alert them during abnormal operating conditions. Our team will truly be connected to your member's operations resulting in improved performance.</p> <p>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.</p> <p>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.</p> <p>This application also allows our customers to sign off on completed work, which is immediately available for viewing on the Customer Portal. This tool also gives our technicians access to the internet for updated information on third-party equipment and Johnson Controls compiled database on third-party equipment.</p>   |
| 40 | Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.   | <p>At Johnson Controls, we've been dedicated to protecting the environment since our invention of the electric thermostat in 1885, which provided a fundamental shift in the energy efficiency of buildings. Now, all over the world, our products and services empower customers and communities to consume less energy and conserve resources.</p> <p><b>Our Objectives</b><br/>Sustainability is an integral part of our vision and values. Our environmental efforts are conducted with the following objectives in mind:</p> <ul style="list-style-type: none"> <li>• Supporting our company's growth and exceeding our customers' increasing expectations for more sustainable products and services.</li> <li>• Fostering a culture of sustainability that engages and attracts people who want to make a difference.</li> <li>• Improving our operational efficiency, including lowering costs and reducing the environmental footprint of our operations and supply chain.</li> <li>• Expanding engagement with our stakeholders on environmental issues, including leading in global partnerships that increase the scale of our sustainability impact.</li> <li>• Demonstrating our commitment from the top, including the continued integration of sustainability into company goals and decision-making.</li> </ul> <p><b>Our Accomplishments</b><br/>Across our organization, we seek to continuously improve in our environmental work. We're proud and fortunate to have been included in more than 40 prestigious sustainability indexes in recent years.</p> <p>2020 World's Most Ethical Company. Our 13th year in a row to be so recognized—a record only 7 companies worldwide have ever achieved.</p> <p>100 Best Corporate Citizens, 2020. We achieved the rank of #3 in our category and #18 overall among the 100 Best Corporate Citizens for 2020, for environmental, social, and governance (ESG) transparency and performance. We were up against 1000 of the biggest companies in the US to achieve this ranking.</p> <p>MSCI AAA Status. This is Morgan Stanley's sustainability index. Only 5% of companies achieve AAA.</p> <p>S&amp;P 500 ESG Index. Even at a time when companies like Walmart, Twitter, and Honeywell were dropped from the S&amp;P index, we maintained our spot. We are included in the Dow Jones Sustainability Index as well.</p> <p>Here are just some of the reasons why we've received this recognition:</p> <ul style="list-style-type: none"> <li>• From 2002 through 2017, we are proud to have reduced our energy intensity by 47 percent and our greenhouse gas intensity by 41 percent.</li> <li>• Our efforts align with the United Nations Sustainable Development Goals, a universal call to action to end poverty, protect the planet and ensure that all people enjoy peace and prosperity.</li> <li>• We always strive to do more, which is why in 2017 we adopted a new 2025 Sustainability Strategy. 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 are committing to new, ambitious 2025 goals related to greenhouse gas emissions, energy, water, waste, safety, and diversity from a 2017 baseline.</li> </ul> |
| 41 | Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors. | <p>We are unaware of the Certification of independent products, however, Johnson Controls uses third-party software Process Map for our Environmental, Health, and Safety Information System (EHSIS) to track environment, health, and safety data from facilities worldwide. Data are reviewed routinely by qualified personnel, including the regular use of an internal audit process to check not only data in the system but also site-level checks of original records and other aspects. At times, we engage assistance from third-party environmental, health and safety, and ISO consultants for site-specific audits. This includes using, for some sites, certified registrars to validate and certify our operations to various quality, environmental, six sigma, and safety standards, e.g., ISO 9000, ISO 14001, OHSAS 18001. Additionally, filings with environmental, health and safety, and other regulatory agencies are routinely checked internally and by the applicable regulatory agency.</p>  |
| 42 | Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.    | <p>Johnson Controls is a leader in supplier diversity. Since 1993, we have spent more than \$22 billion with certified women- and minority-owned suppliers. Globally, we have included more than 300 diverse and historically underutilized companies into more than 30 product and service procurement categories to support our customer solutions.</p> <p>Johnson Controls' supplier diversity program is successful because of accountability, training, and supplier diversity processes that extend into our customer and supplier networks.</p> <p>Supplier diversity is approached as a discipline that is not confined to one department, geography, or an elite group of star performers. All of the operational, commercial, and advanced supplier diversity activities are tied together with standardized processes company-wide.</p>   |

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| 43 | <p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p> | <p>Sourcewell members can ensure their project produces significant energy savings and the highest return on investment by selecting a company with extensive HVAC System and Service experience and a nationwide branch network that ensures expert local service in every market in North America.</p> <p>Unparalleled Experience</p> <p>By selecting Johnson Controls, Inc. (Johnson Controls), Sourcewell members will engage an industry leader that has implemented over 3,000 ESPC projects over the past 30+ years and helped pioneer the ESPC industry in the 1980s. We are the national leader in HVAC Systems and services with a greater market share and more experience than any of our competitors. We currently hold over \$6 billion in performance-based guarantees through approximately 615 projects across North America.</p> <p>This experience ensures that Sourcewell members can realize a high-performance project that is designed, implemented, commissioned, and serviced by reliable experts that have successfully installed and service HVAC systems for other K- 12, higher-education, state, and local government bodies.</p> <p>We offer our customers the reliability and financial stability of a Fortune 100 company. Our sales for the fiscal year 2015 totaled \$37.2 billion. Our financial muscle is balanced by a strong code of ethics. For the tenth year in a row, Johnson Controls has been named one of the "World's Most Ethical Companies" by the Ethisphere Institute. Corporate Responsibility Magazine has also recognized Johnson Controls as the #14 company in its annual "100 Best Corporate Citizens" list.</p> <p>Our long history and proven capabilities illustrate that we can perform all phases of any project and provide Sourcewell member entities with the best value through equipment upgrades, equipment maintenance, and service, training, or any combination of service that you require.</p> <p>We Are Where You Are</p> <p>Our field service branch network of 4,500 front-line service providers in over 160 branch locations shows that although Johnson Controls has a large national and international footprint, we understand the importance of having a local presence in the communities we serve.</p> <p>Our extensive branch network is 100% company-owned and operated, which enables us to share resources, expertise, innovations, and corporate values throughout the entire branch network. This enables all of our branch employees to benefit from the experience and lessons learned on projects we perform across the nation and around the world. No other Energy Services Company (ESCO) has a similar network.</p> <p>By investing in local branch locations, we enable local decision-making authority that makes it easier to respond to the needs of customers in a timely manner. Our investment also helps support the communities where we live and work.</p> <p>Flexibility and Consistency</p> <p>Sourcewell members can benefit from our established and uniform development and implementation approaches that provide a consistent level of service and expedited delivery. We will apply the same management approach at a small-town school district, as we will for a world-renowned University or large state customer with highly dispersed facilities. This ensures that each project meets our standards of quality, safety, and maximum return on investment for our customers.</p> <p>With a large number of resources available to our teams, we are able to provide projects with additional staff to meet aggressive deadlines. Additionally, our ability to streamline the development, procurement, and implementation processes ensure faster upgrades of facilities so our customers will realize savings sooner.</p> <p>Safety</p> <p>At Johnson Controls, we realize safety is just as important to you as it is to us. From onsite field employees to corporate offices, safety is built into all the services we provide.</p> <p>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.</p> <p>Commitment to Diversity</p> <p>For any project we undertake, we endeavor to maximize participation from minority-owned and Historically Underutilized Businesses (HUBs). This is an increasingly important goal for many of our customers and benefits Johnson Controls by expanding our pool of available talent in each marketplace.</p> <p>We have more than 700 diverse suppliers representing more than 50 product and service categories. Approximately 7% of Johnson Controls' outside purchases are made with diverse suppliers and contractors with minority purchases making up approximately 80% of the spend. The remaining external purchases are from women-owned firms and firms designated by government agencies as small or disadvantaged businesses.</p> <p>Because of these efforts, Johnson Controls has joined the elite Billion Dollar Roundtable, an organization comprised of only 24 U.S. corporations that spend more than \$1 billion annually with minority- and women-owned businesses.</p> <p>Commitment to Sustainability</p> <p>Sustainability is a cornerstone of our business. We create sustainable solutions through all of our workstreams and practice what we preach as a corporation. Our corporate headquarters campus in Glendale, Wisconsin represents the largest concentration of LEED Platinum buildings with four awarded buildings in one site.</p> <p>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 2015 Sustainability Report is available for you to view online at:</p> <p><a href="http://www.johnsoncontrols.com/corporate-sustainability/reporting-and-policies/business-and-sustainability-report/environmental-leadership">http://www.johnsoncontrols.com/corporate-sustainability/reporting-and-policies/business-and-sustainability-report/environmental-leadership</a></p> |
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**Table 9A: Warranty**

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

| Line Item | Question  | Response *   |
|-----------|---|--|
| 44        | Do your warranties cover all products, parts, and labor?  | Our warranty structure is set forth to protect our clients against faulty products installed by or workmanship completed by our personnel. Our warranties cover all products, parts, and labor associated with the Johnson Controls installed or serviced system.  |
| 45        | Do your warranties impose usage restrictions or other limitations that adversely affect coverage?   | There are no usage limitations in our warranty system for Johnson Controls installed or serviced systems.  |
| 46        | Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?   | Technician travel time and mileage to perform warranty repairs are covered under our warranty program.   |
| 47        | Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair? | Due to the presence of our company-owned district offices throughout North America, we are not aware of any geographic region where we cannot provide warranty repair services.  |
| 48        | Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?  | As indicated above, our policy states we will warranty a system installed by our technicians for a period of 1 year from the date of the customer's beneficial use. Service parts carry a 90-day warranty from the date of installation by a qualified technician. Different manufacturers may offer their own equipment warranties that cover the replacement cost of specific system components  |
| 49        | What are your proposed exchange and return programs and policies?   | According to the specific terms of each client's agreement, we can exchange a faulty piece of equipment or system component under warranty for its current equivalent. Equipment that cannot be repaired, or that is part of a legacy system no longer supported, will be replaced at the client's request.  |
| 50        | Describe any service contract options for the items included in your proposal.  | <p><b>Maintenance</b><br/>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 a 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.</p> <p>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 is equally important in a successful strategy.</p> <p><b>Reactive Maintenance</b><br/>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><b>Predictive Maintenance</b><br/>Checking the condition of the equipment as it operates. Equipment conditions, rather than time intervals, determine the need for service.</p> <p><b>Preventative Maintenance</b><br/>Scheduling maintenance at specific times offers the first line of defense against failure.</p> <p><b>Proactive Maintenance</b><br/>Addresses root causes identified by predictive methods. It isolates and corrects the sources of failure altogether.</p> |

**Table 9B: Performance Standards or Guarantees**

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

| Line Item | Question   | Response *  |
|-----------|--|---|
| 51        | Describe any performance standards or guarantees that apply to your services                             | <p>Johnson Controls utilizes a total quality management approach across Canada and throughout North America. Johnson Controls develops a clear picture of our customer's definition of quality service, from that we generate a defined set of objectives that form the basis of our performance standard.</p> <p>This method will ensure that Johnson Controls clearly understands and proactively participates in exceeding all of a customer's goals, and in our ability in achieving your expectations for customer satisfaction.</p> <p>Johnson Controls team and individual performance goals are set to a level exceeding the customer's acceptable performance standard. Performance evaluations are based on the team's success in achieving overall project goals; thus, teams are motivated to apply persistent, dedicated, and focused effort to overachieve their goals.</p> <p>Our Performance Infrastructure team provides guarantees for our Performance Contracting projects.</p> <p>For a Performance Contract, Johnson Controls guarantees the savings amount in the contract.</p> <ul style="list-style-type: none"> <li>- We begin monitoring the savings performance at the onset of the construction period and continue throughout the guarantee period. At the same time, we suggest and implement operational enhancements to fine-tune the overall performance.</li> <li>- We monitor savings during the year, produce scheduled reports that describe the results and reconcile the guarantee at the end of each year (or as dictated by the M&amp;V plan).</li> <li>- If the dollar savings are equal to or greater than the guarantee amount, customers receive all of the excess benefits. If there is a shortfall, Johnson Controls will pay the difference between the actual and the guaranteed amount in the form of a check or as additional equipment and services.</li> <li>- We repeat the annual tracking and reconciliation process each year throughout the term of the agreement.</li> </ul> |
| 52        | Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.) | A schedule of values is provided with each proposal that provides details of the service or product being provided, outlines timelines, billing, and responsible parties. There are standard communication and response time protocols that will be outlined at the task-order level.   |

**Table 10: Payment Terms and Financing Options**

| Line Item | Question  | Response *   |
|-----------|---|--|
| 53        | Describe your payment terms and accepted payment methods?   | Payment terms are NPR 30 for all invoices. For contracting sales, a schedule of values will be outlined regarding payment intervals throughout the installation process including after-warranty PSA.  |
| 54        | Describe any leasing or financing options available for use by educational or governmental entities.  | It is the intent of Johnson Controls to utilize Sourcewell Approved Leasing Vendor NCL for potential financing of our Sourcewell opportunities.<br>Our organization offers various financial solutions in an effort to remain focused on the financing needs of its customers. Program offerings include:<br>Direct Purchase<br>Fair Market Value (FMV) Purchase Option<br>10% Purchase Option   |
| 55        | Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders. | Systems and Services North America has a wholly-owned branch network that provides proposals directly to customers for requested product or service purchases. Each proposal procured through the Sourcewell contract will be marked in Salesforce as a Sourcewell Cooperative and will have the Sourcewell contract number and will be logged. Additionally, services are quoted and tracked using the Sourcewell "buying group" Upon customer award and invoiced, these sales will be reported to Sourcewell quarterly |
| 56        | Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.  | Johnson Controls will utilize standard commercial quoting tools when quoting Sourcewell opportunities. The primary systemic tools utilized to build proposals are Selection Navigator, Yorkworks, and NxGen when quoting services. Standard JCI commercial terms are incorporated into these proposals.  |
| 57        | Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?  | We do accept P-card procurement and payment, and we do not pass on any fees to the customer.   |

**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

| Line Item | Question  | Response *   |
|-----------|---|--|
| 58        | Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.                              | This agreement will apply to all Johnson Controls Systems and Services North America (SSNA) branches across the United States. Johnson Controls strives to be a company that is easy to do business with. Therefore, our approach for this opportunity is to keep our pricing model simple, easy to use, and transparent.<br><br>Labor Rates<br>For labor rates, each branch location has published street labor rates that are competitive in their local markets. We will be using the approach discounting 10% off of our local branch published street rates (benchmark: Our labor pricing approach is the same approach utilized by Johnson Controls for GSA Schedule 84, which can be used by most state and local government entities). Local labor rates change annually.<br><br>Equipment, Controls, and Solutions<br>For equipment, controls, fire / Security alarm, and parts manufactured by Johnson Controls, our approach is to discount off of our North American List Price (NALP) or List Price depending upon the pricing tool being utilized.<br>For outside purchased HVAC equipment, controls, fire, security, technology equipment, and miscellaneous components, our approach is to mark up over our cost.<br>HVAC Specialty Air Quality Products are custom built, so pricing will vary<br>For miscellaneous 3rd party parts, mechanical subcontracts, electrical subcontracts, piping subcontracts, insulation subcontracts, job services such as cranes, facilities assessments, job specific tools, management & engineering services and surveys, our approach is to mark up over our cost as verified by 3rd party invoice to Johnson Controls. |
| 59        | Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.  | Discounts vary based on equipment and labor. Maximum equipment discounts are 55%.  |
| 60        | Describe any quantity or volume discounts or rebate programs that you offer.  | Volume discounts will be considered on a project-by-project basis. Most SSNA solutions are customized for each facility and do not qualify for volume discounts.   |
| 61        | Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.  | We supply these items at cost + 30%.   |
| 62        | Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer. | Proficiency and Risk (PR) Fee:<br><br>Due to unforeseen conditions and/or circumstances on all proposals Johnson Controls includes PR assessments. The PR fee averages 5%, of the total sell price depending on the risk it could be as high as 10% or as low as 2%.<br><br>In our existing Sourcewell Contract 030817-JHN, this PR Fee has consistently been included in our proposals under miscellaneous as it is part of our systemic pricing tools. Johnson Controls wants to provide customers with complete transparency of our pricing.  |
| 63        | If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.  | Shipping costs are included, as is disposal.   |
| 64        | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.   | Shipping costs are included in the price.  |
| 65        | Describe any unique distribution and/or delivery methods or options offered in your proposal.   | We strive to achieve just-in-time delivery to avoid storage costs and costs associated with damage that can occur when equipment and parts are stored on-site or in a facility for any length of time. Additionally, we do not enforce your warranty until we reach substantial completion. This helps save our customers a little money by not starting the warranty period too early when the system is not yet in use.  |

**Table 12: Pricing Offered**

| Line Item | The Pricing Offered in this Proposal is: *  | Comments   |
|-----------|---|--|
| 66        | b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments. | Pricing methodology is similar to that of past award. Both B and C apply to our response. Depending upon the opportunity discounts are equal to or better than we offer to GPO's and other cooperatives. It is Johnson Controls policy to standardize pricing across Cooperatives and GPO agreements and enable the branch offices to negotiate the additional discounts on an opportunity by opportunity basis. |

**Table 13: Audit and Administrative Fee**

| Line Item | Question   | Response *  |
|-----------|--|---|
| 67        | Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.                                | Pricing calculations under the Sourcewell contract will leverage estimating tools with defined pricing discounts for Sourcewell members. This pricing methodology makes it easy for our field organization and customers to understand pricing practices. Pricing transparency is provided to the customer with each Sourcewell proposal including reference to the Sourcewell contract. Pricing for large sales often has multiple reviews (sales, sales management, and cooperative program office). Small transactional sales are sample reviewed by the cooperative program office. If a pricing discrepancy would be identified all sales by that sales rep through the Sourcewell contract would be self-audited. The sales reporting and administrative fee remittance function are independent of the field sales organization. Fee processing is completed by a centralized GPO and cooperative processing team. This process will help to eliminate issues relating to unreported sales or missing fees under the Sourcewell contract. The centralized team utilizes data contained with our Customer Relationship Management system, booking system, and cooperative proposal log to help ensure completeness in sales reporting and fee submission. |
| 68        | If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.  | Johnson Controls has established KPI's for evaluating the performance of our Cooperative Program. These internal metrics are comprised of data from both sales and finance. For example, one key metric that we utilize is the number of sales representatives that have an active Sourcewell proposal in the Sales Force pipeline  |
| 69        | Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.) | Johnson Controls proposes a 1% administrative fee. On significant opportunities, we would like to leave open our ability to further negotiate a reduction on a case-by-case basis.  |

**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

| Line Item | Question  | Response *  |
|-----------|---|---|
| 70        | Provide a detailed description of the equipment, products, and services that you are offering in your proposal. | <p>Due to character limitation on the Bid Portal, please see the "Table 14A – Depth and Breadth of Offer Equipment Products and Services" document for complete details.</p> <p>Although we have the unique capacity to self-perform most work, we also have the contract management expertise to know when it is appropriate to outsource some functions. Please see our "Subcontracting Scope of Work" document uploaded as an attachment to this response.</p> <p>HVAC System Design, Installation, and Service<br/>                     HVAC Systems:<br/>                     - Standard Air Handling Units (AHUs), Customer AHUs, AMI Modular AHUs<br/>                     - Inefficient air handling unit replacement<br/>                     - HVAC system redesign<br/>                     - Variable frequency drives<br/>                     - Heat recovery systems<br/>                     - Low leakage air dampers<br/>                     - Variable air volume systems<br/>                     - Inlet vanes for centrifugal fan<br/>                     - Demand control ventilation<br/>                     - Exhaust fans<br/>                     - Fan coil units<br/>                     - Motor replacement<br/>                     - Unit heaters/ventilators<br/>                     - Computer room unit optimization<br/>                     - Four-pipe system to two-pipe system<br/>                     - Variable volume system upgrades<br/>                     - System recommissioning<br/>                     - Duct Free Mini Split Systems<br/>                     - Invertors<br/>                     - Pumps<br/>                     - Indoor Air Quality Products and Devices: Active polarization, non-ionizing, electronic air cleaning systems intended to replace passive filtration<br/>                     - Rooftop units<br/>                     - Heat pumps<br/>                     - PTACs<br/>                     - Water source heat pumps<br/>                     - Air Terminal Devices and Heating Products<br/>                     - Lighting systems-disinfectant lighting (UVC light tech) for air handlers</p> <p>Cooling Systems:<br/>                     - Scroll, Rotary, Centrifugal, Reciprocating, Air-Cooled Chillers, Water-Cooled Chillers, Condensing Units, and Absorption Chillers<br/>                     - Chiller replacements<br/>                     - Gas fire centrifugal chillers<br/>                     - Low load chiller<br/>                     - CFC containment conversions<br/>                     - Tower free cooling<br/>                     - Commercial refrigeration</p> |

- Cooling tower upgrade
- Two speed fan motors
- Variable pitch blade cooling tower fan
- Thermal energy storage systems
- Reclaim A.C. heat rejection
- Variable flow system upgrade
- Air-Cooled Variable Refrigerant Flow Systems
- Chilled water temperature reset
- Humidity control
- Absorption chiller
- Gas-fired chiller
- Condenser auto-cleaning
- Conversion to primary secondary, including VSD on pumps
- Cooling towers De-centralization/centralization
- Free cooling

Energy Management and Control Systems:

- In-room control systems
- Direct digital controls
- Pneumatic control conversion
- Manual valves to automatic valves
- Air compressors
- Lab fume hood control
- Multi-system integration
- Load shedding
- Demand management
- Staging / lead-lag
- Optimum start / stop

Heating Systems:

- Heating system redesign and optimization
- Boiler replacement
- Electric to gas fired boiler
- High efficient modular boilers
- Low load boiler
- Burner replacement
- Dual fuel burners
- Oil atomizing burners
- Boiler stack heat reclaim
- Perimeter radiation
- High efficient domestic water heaters
- Gas line turbulators
- Temperature reset control
- Electric heating to gas
- Piping insulation
- Boiler stack reclaim
- Boiler system de-centralization
- Aerator replacement with O2 scavenger
- Automated water treatment
- Condensate recovery

Performance Contracting

- Energy Conservation Measures
- Investment Grade Audits
- Infrastructure Upgrades

OpenBlue

Building Systems

- Building Management System
- Access Control System
- Lighting
- HVAC
- Floor plans

Integrated Workplace Management Systems

- Meeting rooms (size, location, amenities)
- Desk (reservable, status)
- Assets (type and location)
- Other spaces
- Frictionless Access Control
- Facial Recognition
- Skin temperature scanning solution
- Facemask detection
- Thermal imaging, UV sanitizing gates, contact tracing, touchless visitor management

Enterprise IT Systems

- HR & IT System
- Active Directory
- Microsoft Exchange
- CMMS

Third Party Offerings

- Sensors
- Space Scheduler
- Mobile Access
- Parking management
- Travel options (bus, train, car)
- Weather, traffic, stock prices

OpenBlue Healthy Buildings

- OpenBlue Dynamic Spaces
- Face Mask Detection
- Social Distance Monitoring and Contact Tracing
- Intelligent Frictionless Access Control

OpenBlue Companion

- OpenBlue Clean Air
- OpenBlue Location Manager
- OpenBlue Enterprise Management
- OpenBlue Digital Twin
- OpenBlue Secure
- OpenBlue Tailored Services Suite

Smart City Programs

- Traffic analysis
  - Security Cameras
  - Proximity Sensors
  - Pedestrian Counters
  - Digital signage and speakers
  - Gunshot detection
- Utility Meters
- Water Meters
  - Electric Meters
  - Utility billing analysis
  - Utility rate improvements
  - Meter consolidation
  - Electric power factor correction
  - Automatic Meter Reading (AMR)
  - Advanced Metering Infrastructure (AMI) technology – Full scale implementation
  - Meter accuracy improvements
  - Meter typing & sizing upgrades
  - Automatic leak detection system
  - Customer web portal
  - SCADA upgrades
- Distribution Systems and Cogeneration Plants
- Central Utility Plants
  - Cogeneration/CHP Systems
  - Central cooling plant
- Lighting Systems
- Lighting Products: Intelligent lighting, connected lighting, streetlighting, intelligent street lighting, decorative lighting, human-centric lighting, specialty lighting, safety lighting, disinfectant lighting, and commercial lighting.
  - Interior Lighting:
    - o Linear Fluorescent Upgrades: New LED fixtures, LED retrofit kits, LED tubes
    - o CFL/INC/HID Upgrades: New LED fixtures, LED retrofit kits, LED re-lamps
    - o High Bay Fixtures: New LED fixtures
  - Exterior Lighting:
    - o Building Mounted: Wall packs, floods, canopy
    - o Pole Mounted: Area and street lights, Post top decorative, High mast, Parking garages
  - Lighting Controls:
    - o Room based controls: occupancy sensors, Photocell sensors
    - o Stand-alone Networked controls
    - o Integrated Networked controls with BAS
    - o Smart City controls
  - Human-Centric Lighting (HCL): HCL systems combine intelligent lighting control with LED lamps and fixtures that have the ability to change their color temperature and intensity. Light varies during the day according to the natural lighting cycle:
    - o Low light levels and low CCTs (Correlated Colour Temperature) in the early morning
    - o High light levels and high CCTs at midday (up to 10,000 K)
    - o Low light levels and low CCTs during evening
    - o Extremely low light levels and a medium CCT under moonlight
  - Smart Building-Wide Lighting Control
  - Building Automation System Integration
  - Business Optimization
- Building Envelope Systems
- Window glazing
  - Tinted window film
  - Energy efficient windows
  - Window and door weather stripping and caulking
  - Revolving doors
  - Air curtains
  - Automatic door closers
  - Roofing
  - Insulate walls, roof, floor, soffit
  - Caulk pipe penetrations
  - Seal ceiling to roof gap
  - Solar radiation reduction
  - Reflective coating to roof
  - Weatherproofing
- Water and Sewage Systems
- Water Conservation
- Retrofit flush valves, showerheads, faucets, toilets
  - Automated water systems
  - Cooling tower retrofits
  - Ice machine upgrades
  - High efficiency domestic water heaters
  - Waste heat recovery
- Water Supply/Treatment/Distribution
- Raw water pumping
  - High service pumps
  - Backwash water pumps (filtration plants)
  - Water control systems
  - Plumbing systems
  - Irrigation systems
  - Domestic water
  - Rain water harvesting
- Wastewater Collection and Treatment
- Wastewater lift pumps
  - Aeration system improvements (diffusers, controls, blowers)
  - Digester gas to energy projects
  - Digester improvements
- Flood Control
- Flood control systems
  - Flood monitoring systems
  - Integrated traffic control and monitoring systems
- Renewable Energy Systems
- Solar photovoltaic
  - Wind turbines

- Geothermal heat pumps
- Microgrid
- Energy storage
- Solar daylighting
- Biomass plants
- Solar thermal pool heating
- Solar thermal domestic water heating
- Solar transpired walls
  
- Distributed Energy Storage
- Battery Power Stationary Storage
- Energy Storage System - In-Building
- Modular Container Distributed Energy Storage System
- Thermal Energy Storage Systems
- Ice Storage
  
- Sewer Heat Recovery
- Waste Heat Recovery and Urban Biogas Utilization
  
- Microgrids
  
- Connected Technologies
- Audio-Visual
- Data Cabling
- LAN/WAN/Voice
- Distributed Antenna Systems
- Nurse Call Systems
- Security Systems
- HL7 Integrations
  
- Pool Systems/Environment and Recreational Spaces
- Additional Systems
- Loading dock air curtains
- Ceiling systems
- Electrical power systems
- Emergency generators
- Turbine generators
- Switch gear
- Elevator modernization
- Waste management
- Waste compactors
- Red bag waste
- Pool covers and pool heat recovery
- Air and water balance
- Power factor correction
- Fleet management
- Start-up and commissioning
- High efficiency water heating
- Instantaneous hot water heating and removal of large storage tanks
- Waste heat recovery for dryers and kitchens
- Conversion of electric kitchen equipment to gas
- Water savings measures for kitchen and laundry
- Ozonated laundry upgrades
- Kitchen equipment
- Dishwasher replacement
- Walk-in coolers optimization
- Exhaust system optimization
- Kitchen design
- Laundry systems
  
- Service and Maintenance
  
- Public Relations
  
- Security
- 24/7 remote monitoring
- Access control
- Advanced video surveillance
- Intrusion detection
  
- Fire, Life-Safety & Hazard Protection
- Fire alarm systems
- Fire sprinkler systems
- Fire suppression systems
- Mass notification systems
- Special hazard solutions
- Extinguishers
- Mass Notification
- Special Hazard
- Sprinkler
  
- Operational Intelligence & Loss Prevention
- Information management solutions
- Real-time location systems (RTLS) for asset management
- Video and traffic analytics

|    |  |  |
|----|--|--|
| 71 | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | <ul style="list-style-type: none"> <li>- Renewable Technologies</li> <li>- Indoor Air Quality</li> <li>- Lighting Systems</li> <li>- Energy Efficiency</li> <li>- Greenhouse Gas Reduction</li> <li>- Smart Building Technologies</li> <li>- Smart City Technologies</li> <li>- Artificial Intelligence</li> <li>- Security</li> <li>- Connected Technologies</li> <li>- Energy Storage</li> <li>- Microgrids</li> <li>- HVAC Equipment</li> <li>- Controls</li> <li>- Building Automation Systems</li> <li>- Energy Management Systems</li> <li>- Operational Intelligence and Asset Management</li> <li>- Fire alarm and suppression</li> <li>- Security</li> <li>- Extinguishers</li> <li>- Sprinkler</li> <li>- Mass Notification</li> <li>- Special Hazard</li> </ul> |
|----|--|--|

**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

| Line Item | Category or Type  | Offered *  | Comments  |
|-----------|---|--|---|
| 72        | HVAC, IAQ, and water heating or treatment infrastructure, equipment, components, products, parts, and related technology  | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | See attachment 14A - Depth and Breadth of Offer Equipment Products and Services |
| 73        | Sensors, controls, thermostats, gauges, and system automation or management products and technology   | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | See attachment 14A - Depth and Breadth of Offer Equipment Products and Services |
| 74        | Services related to the offering of the solutions described in Lines 72 and 73 of Table 14B above, including installation, maintenance, repair, refurbishment, replacement, system upgrades, emergency or short-term HVAC equipment rental, assessment, integration, training, support, and customization | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | See attachment 14A - Depth and Breadth of Offer Equipment Products and Services |

**Exceptions to Terms, Conditions, or Specifications Form**

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

**Documents**

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
  2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
  3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
  4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Sourcewell Pricing Table 07 01 21 Final Rev.docx - Wednesday June 30, 2021 14:58:28
  - [Financial Strength and Stability](#) - 2020-10-k-for-jci-site.pdf - Monday June 28, 2021 14:57:33 [Marketing Plan/Samples](#) - Marketing Doc.pdf - Tuesday June 29, 2021 09:58:10
  - [WMBE/MBE/SBE or Related Certificates](#) (optional)
  - [Warranty Information](#) - Project Warranty Letter.pdf - Monday June 28, 2021 16:09:35
  - [Standard Transaction Document Samples](#) - HS HP Upgrade and Service Sample Proposals.pdf - Monday June 28, 2021 15:40:04
  - [Upload Additional Document](#) - Table 2 Certification and Table 14A Additional Info.zip - Tuesday June 29, 2021 10:31:24

**Addenda, Terms and Conditions**

**PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcwell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcwell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcwell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcwell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jeremy Rainwater, VP & GM HVAC and Controls North America, Johnson Controls, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes  No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

| File Name   | I have reviewed the below addendum and attachments (if applicable) | Pages |
|---|--|-------|
| <b>Addendum_4_HVAC_Systems_Services_RFP_070121</b><br>Tue June 22 2021 04:10 PM | <input checked="" type="checkbox"/>                                | 1     |
| <b>Addendum_3_HVAC_Systems_Services_RFP_070121</b><br>Wed May 26 2021 04:55 PM  | <input checked="" type="checkbox"/>                                | 1     |
| <b>Addendum_2_HVAC_Systems_Services_RFP_070121</b><br>Tue May 18 2021 03:45 PM  | <input checked="" type="checkbox"/>                                | 1     |
| <b>Addendum_1_HVAC_Systems_Services_RFP_070121</b><br>Mon May 17 2021 01:50 PM  | <input checked="" type="checkbox"/>                                | 1     |



## **AGREEMENT**

THIS AGREEMENT IS MADE AND ENTERED INTO THIS 30<sup>th</sup> DAY OF September, 2022, by and between the Sacramento City Unified School District ("District") and Johnson Controls, Inc. or "JCI" ("Contractor") ("Agreement").

**WITNESSETH:** That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

- 1. The Work:** Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

**PROJECT: METASYS (HVAC CONTROL UPGRADE) AT SUTTERVILLE**

It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents including, without limitation, the Drawings and Specifications and submission of all documents required to secure funding or by the Division of the State Architect for close-out of the Project, under the direction and supervision of, and subject to the approval of, the District or its authorized representative.

- 2. The Contract Documents:** The complete Contract consists of all Contract Documents as defined in the General Conditions, the JCI Rider to Installation Agreement dated June 15, 2022 ("Rider"), and the Memorandum of Understanding between JCI and the District dated February 28, 2022 ("MOU") all of which are incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
- 3. Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 18 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.
- 4. Time for Completion:** It is hereby understood and agreed that the work under this contract shall be completed within per the Project Schedule "HVAC Metasys Upgrades Inc 1 Phase 2 Various Schools" ("Contract Time") from the date specified in the District's Notice to Proceed.

**5. Completion-Extension of Time:** Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.

**6. Liquidated Damages:** Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of Five Hundred dollars (\$500) per day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work. It is hereby understood and agreed that this amount is not a penalty.

In the event that any portion of the liquidated damages is not paid to the District, the District may deduct that amount from any money due or that may become due the Contractor under this Agreement. The District's right to assess liquidated damages is as indicated herein and in the General Conditions.

The time during which the Contract is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the District may grant. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

**7. Loss Or Damage:** The District and its authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold the District and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.

**8. Insurance and Bonds:** Before commencing the Work, Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.

**9. Prosecution of Work:** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

**10. Authority of Architect, Project Inspector, and DSA:** Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), and the Division of the State Architect have authority to approve and/or stop Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the

California Code of Regulations, and all applicable laws. The Contractor shall be liable for any delay caused by its non-compliant Work.

- 11. Assignment of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
- 12. Classification of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type C-20 Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
- 13. Registration as Public Works Contractor:** The Contractor and all Subcontractors currently are registered as public works contractors with the Department of Industrial Relations, State of California, in accordance with Labor Code section 1771.4.
- 14. Payment of Prevailing Wages:** The Contractor and all Subcontractors shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.
- 15. Labor Compliance:** This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and Title 8 of the California Code of Regulations. Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of Division 2, Part 7, Chapter 1, of the Labor Code, including, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate electronic certified payroll records as required by the Contract Documents, or the District may not issue payment.
- 16. Contract Price:** In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

**Three Hundred Six Thousand Three Hundred Sixty-Four and 10/100 Dollars  
(\$306,364.10)**

which sum is to be deducted from the V-Pac Credit [OR] applied toward the V-Pac Balance described in the MOU, according to the schedule provided by the Contractor and accepted by the District and subject to additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s).

- 17. Severability:** If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

**JOHNSON CONTROLS, INC.**

**SACRAMENTO CITY UNIFIED  
SCHOOL DISTRICT**

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

\_\_\_\_\_  
By: Rose Ramos

Title:

Title: Chief Business Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

NOTE: If the party executing this Contract is a corporation, a certified copy of the by-laws, or of the resolution of the Board of Directors, authorizing the officers of said corporation to execute the Contract and the bonds required thereby must be attached hereto.

END OF DOCUMENT



Johnson Controls
Rider to Installation Agreement

This Rider is made as of October 12, 2022 by and between Johnson Controls, Inc. ("Johnson Controls") and Sacramento City Unified School District ("Customer") and amends the Metasys (HVAC Control Upgrade) at Sutterville (the "Agreement").

- 1. Indemnity. Section 14.2.1 of the General Conditions only, shall be replaced with the following: Johnson Controls agrees to indemnify Customer, its board members, officers, representatives, contractors, agents, and employees, in both individual and official capacities for all damages, losses and expenses with respect to any third-party claims, including those for personal injury, including death, or tangible property damage but only to the extent such damages, losses and expenses are caused by the negligent acts or willful misconduct of Johnson Controls in fulfilling its obligations under this agreement.
2. Waiver of Consequential Damages. IN NO EVENT, WHETHER IN CONTRACT, TORT OR OTHERWISE (INCLUDING BREACH OF WARRANTY, NEGLIGENCE, PRODUCT LIABILITY AND STRICT LIABILITY IN TORT), WILL JOHNSON CONTROLS AND ITS AFFILIATES AND THEIR RESPECTIVE PERSONNEL, SUPPLIERS AND VENDORS BE LIABLE TO CUSTOMER (DIRECTLY OR INDIRECTLY) UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY ARISING FROM, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR ANY: (A) SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES (WITH LIQUIDATED DAMAGES NOT BEING WAIVED BY THIS PARAGRAPH); (B) LOST PROFITS, REVENUES, DATA, CUSTOMER OPPORTUNITIES, BUSINESS, ANTICIPATED SAVINGS, OR GOODWILL; (C) BUSINESS INTERRUPTION; OR (D) DATA LOSS OR OTHER LOSSES ARISING FROM VIRUSES, RANSOMWARE, CYBERATTACKS OR FAILURES OR INTERRUPTIONS TO NETWORK SYSTEMS.
3. Insurance. Johnson Controls shall maintain insurance to cover its proportionate share of liability in amounts set forth below in full force and effect at all times until the (a) obligations under the Agreement have been completed or (b) the Agreement is cancelled or terminated, and shall provide a certificate evidencing such coverage promptly following a Customer's request.

Table with 2 columns: COVERAGES and LIMITS OF LIABILITY. Rows include Workmen's Compensation Insurance, Commercial General Liability Insurance, and Comprehensive Automobile Liability Insurance with their respective liability limits.

The above limits may be obtained through primary and excess policies and may be subject to self-insured retentions.

Any insurance protection afforded to the Customer under this policy will be limited to the terms of the certificate of insurance and/or endorsement and will not expand upon, alter, supplant, or supersede Johnson Controls' contractual obligations hereunder including any indemnification obligations.

Customer shall maintain all insurance coverage that 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.

- 4. Payment. All undisputed amounts 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 disputed amounts are due and payable upon resolution. All other amounts remain due within thirty (30) days. Work performed on a time and material basis shall be at Johnson Controls' then-prevailing rate for material, labor, and related items, in effect at the time supplied under this Agreement.

failure to make payment when due is a material breach of this Agreement and will give Johnson Controls, without prejudice to any other right or remedy, the right to (a) stop performing any Services and/or withhold further deliveries of Equipment and other materials; terminate or suspend any unpaid software licenses; and/or terminate this Agreement; and (b) charge Customer interest on the amounts unpaid at a rate equal to the lesser of 1.5% per month or the maximum rate permitted under applicable law, until payment is made in full. Customer agrees to pay all of Johnson Controls reasonable collection costs, including legal fees and expenses. Customer agrees to pay a deposit equal to 30% of the project sell price (pre-tax) prior to Johnson Controls providing any labor or materials on the project.

5. **Force Majeure.** Johnson Controls shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to perform under this Agreement, caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is an event beyond the reasonable control of Johnson Controls, foreseeable or unforeseeable, including, without limitation, acts of God, severe weather, declared or undeclared natural disasters, acts or omissions of any governmental authority including change in applicable law, epidemics, pandemics, disease, viruses, quarantines or other public health risks and/or responses, strikes, lock-outs, labor shortages or disputes, an increase of 5% or more in tariffs, fires, explosions or other casualties, thefts, vandalism, civil disturbances, riots, war, terrorism, power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation. If Johnson Controls' performance is delayed, impacted, or prevented by a Force Majeure Event or, its continued effects, Johnson Controls shall be excused from performance under the Agreement. If Johnson Controls is delayed in achieving any scheduled milestones due to a Force Majeure Event, Johnson Controls will be entitled to extend such milestones by the amount of time Johnson Controls was delayed as a result of such event.

Sacramento City Unified School District

Johnson Controls, Inc.

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

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

By: Rose Ramos

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

Title: CBO

Title: \_\_\_\_\_

June 9, 2022

**Attention:** Mike Taxara at SCUSD

**Subject:** SCUSD – Metasys Upgrades Inc 1 Phase 2

Johnson Controls is pleased to provide the following proposal:

**This scope of work is based on the following bidding documents:**

- Plans: None
- Spec: 27 00 00 Telecom and Raceway, 26 05 33.13 Conduit and Fittings, 23 09 00 BACS Spec – as confirmed via email to the district 3.22.22
- Job walks with Mike at SCUSD and Chris Cuff at KMM and Zac Dillow with JCI.
- No formal criteria docs were given, the scope below is JCI’s understanding of the verbal discussions and is the limit of what JCI will perform.
- JCI has checked for unit counts via 5 different means
  - SCUSD Provided Maintenance Sheets
  - Counts using Google Map Images
  - Air Table Unit Counts provided by CECl
  - Air Table Room Counts as provided by CECl
  - Job Walks with the customer

The counts below is the counts as discovered by JCI via the means above. If after JCI engineering we discover fewer units than proposed – JCI will offer a credit corresponding to the change.

**Method of Procedure:**

The goal of this scope of work is to remove and replace the dysfunctional KMC and Allerton control systems at the sites shown below in a like for like manner. We aim to do this a little impact to school function as possible. This will require a combination of normal hours and off hours work. JCI will build the Metasys system in parallel with the existing systems performing as much of the wiring, programming, commissioning as possible prior to “cut over” where we will start to take actual control of the mechanical systems piece by piece.

Preliminary Engineering – Per site, JCI will generate a set of controls submittal documents that outline the points, material, terminations diagrams and sequence of operation (including economizer control) for each piece of equipment. JCI will identify mounting locations for the field controllers and the location of the JCI engine and the proposed trunk routing (which may mean having the SNE in the middle of trunk vs the end of line). JCI will include a preliminary schedule for each site. JCI will include a graphics and MUI submittal. This will require site walks by JCI and our subs. Prior to beginning any work or ordering any material – JCI will review these documents with SCUSD, and upon SCUSD approval these submittals will become the formal scope of work document to be referred too.

The first step will be building the Metasys BACnet network on each campus. During normal hours (where allowable) JCI will install a new Network Engine for each site – connect it to power and SCUSD Network. We will then run conduit/rigid on the exterior of the buildings to each piece of roof mounted or grade mounted rooftop equipment. JCI will re-use existing pathways as allowable.

The second step will be preparing each piece of mechanical equipment for cut over. JCI will install during normal hours (as allowable) a new enclosure with a JCI controller in it. JCI will power this controller using the existing 24V power source assumed available on the RTU equipment. JCI will install the various SCUSD required monitoring sensors on the unit, connect them to the JCI controller. JCI will prep the controller to land at the manufacture terminal strip for control of heating, cooling and fan – but not perform the actual termination work until cut over.



The third step will be a pre-functional test of the network. Having the engine installed, controllers powered up and connected to the engine – JCI will download controllers and perform check out of the monitoring sensors that we can. JCI will check bus integrity and proper controls communication with the head end. JCI will also perform the head end work – generating the user views, graphics and MUI configurations for the sites. At this point the system will be “online” but a lot of the points will be “offline” as they will exist in the software – but will not exist in reality as we have not performed cut over yet. The goal of this step is to have everything ready such that when the terminal point does get connected during that cut over – it will “know where to go” in the software and the ??? question marks will turn to actual data with values as measured by sensors in the space.

The 4<sup>th</sup> step will be the cut over step. This work will be performed off hours and is the moment JCI will disconnect existing control and bring full control to Metasys. JCI will perform work in the class room and administrative spaces, installing zone temperature sensors, zone CO2 sensors, terminating at the thermostat interface on the RTU and taking over control of the economizer (where applicable). Once everything is now connected, and terminations verified – JCI will perform another functional test of the unit commanding heating, cooling, fan and visually confirming the RTU receives and responds to these commands. JCI will confirm the user interface, graphics and MUI get populated with the now connected data. JCI will also confirm the SCUSD specialty sequences (Auto Demand Response, Smoke Mode, Virus Mode) on a global basis – commanding the site into the various mode, but only visually inspecting a handful of units. This step will take multiple evenings and weekends with JCI performing as many of the cutovers as we can in a workday. JCI will cut over units and ensure they are functional by 7am the following day or by 7am Monday for work performed over the weekend.

In the event that a unit fails its functional test, JCI will reconnect the existing controls infrastructure as it was, diagnose and retry at a later time.

Step 5 will be demolition of the existing system. Once the entire campus is complete. JCI will perform demolition of the existing controls system. JCI will remove all wire associated with the existing system, demo all controllers, sensors, enclosures, power supplies and crate them for delivery to the owner. Work exterior to the building will be normal hours and work interior to the building will be off hours. The only thing that will remain of the old system is the pathway that connected it.

Customer Checkout – The final step will be walking the site with SCUSD and performing a customer checkout of the system. It will also include sitting with the district at the head end and reviewing the user interface, graphics and MUI configuration. The customer at this point will have an opportunity to challenge, test, explore, as questions on the installation generating a punch list. JCI will remediate any of these punch list items and after completion of the, the warranty period will begin.

Post Engineering – JCI will provide a set of as builts with final trunk mapping to the customer to serve as record documents for SCUSD. This as builts will include a copy of the completed punch list.

Warranty – JCI warrants our work for a period of 1 year labor and 3 years material. Material warranty begins at time of manufacture (date code as published on the JCI controller).

*This information is confidential between JCI and SCUSD and not to be shared outside of these negotiations. They represent the intellectual property of JCI engineering the approach to the task at hand.*

#### **Method of Procedure – Summer work**

JCI intends to complete some of the sites during the summer. We would like to reserve this for the more complex sites such as high schools with larger footprints and more complex HVAC systems. Seeing there will be no students



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during the summer – the goal to have units back online by 7am is no longer a requirement. As such – JCI will follow a traditional construction process starting with complete demo of the existing system, installation of the new system leveraging existing pathway as deemed appropriate (JCI will still pull brand new cable) and ending with programming, functional testing and commissioning of the system. All pre/post engineering activities will remain the same. All customer checkout/warranty will remain the same. The actual sites to be performed over the summer will be determined per the KMM schedule as verified by JCI.

## Sutterville

| Qty | Description  |
|-----|--|
| 1   | Site Engineering to generate<br>-Controls submittals with drawings, points lists, SOO's, controller locations, proposed trunk mapping<br>-Identify any asbestos concerns<br>-Confirm quantity of economizers JCI will take over<br>-Confirm if pathway exists to portables<br>-Generate as-built submittals for SCUSD record   |
| 1   | Coordination meeting with customer for review of JCI submittals to confirm scope of work   |
| 1   | Site walk with customer after completion to generate punch list  |
| 1   | SCUSD custom sequences<br>-Virus Mode<br>-Smoke Mode<br>-Auto DR<br>-Optimized start/stop<br>-FDD on all economizers taken over by JCI   |
| 1   | Outside air temperature sensor for site  |
| 1   | New SNE1050 in enclosure<br>-Requires IP address provided by SCUSD<br>-Engine will be installed in the middle of the trunk for ease of trunk installation  |
| 12  | Control of package rooftop equipment<br>-New NEMA 3R Enclosure with CGM mounted inside<br>-Interlock to unit terminal strip to command heat, cool, fan<br>-Discharge air temperature<br>-Return air temperature<br>-Compressor Amperage sensor<br>-Fan amperage sensor<br>-New damper actuator for (e) Outside Air damper with damper feedback<br>-Zone Temperature Sensor – SA Bus<br>-Zone CO2 sensor – SA Bus |
| 15  | Control of BARD Portable Units<br>-New NEMA 3R Enclosure with CGM mounted inside<br>-Interlock to unit terminal strip to command heat, cool, fan<br>-Discharge air temperature<br>-Return air temperature<br>-Compressor Amperage sensor<br>-Fan amperage sensor<br>-New damper actuator for (e) Outside Air damper with damper feedback<br>-Zone Temperature Sensor – SA Bus<br>-Zone CO2 sensor – SA Bus       |

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- 2 Control of Split System Furnace
  - New NEMA 3R Enclosure with CGM mounted inside
  - Interlock to unit terminal strip to command heat, cool, fan
  - Discharge air temperature
  - Return air temperature
  - Compressor Amperage sensor
  - Fan amperage sensor
  - New damper actuator for (e) Outside Air damper with damper feedback
  - Zone Temperature Sensor – SA Bus
  - Zone CO2 sensor – SA Bus
  
- 1 Loytech Zones for Portables
  - Loytech BACnet MS/TP to IP converter
  - NEMA 1 Can with Key Lock and perf liner
  - Plug in power supply (requires JCI utilizing a single gang socket to power device)

| <u>Summary</u>            | <u>Sourcewell Cost</u> |                   |
|---------------------------|------------------------|-------------------|
| Material                  | \$                     | 65,065.24         |
| JCI Labor                 | \$                     | 50,479.70         |
| Subcontractor Graphics    | \$                     | 1,098.24          |
| Market Value Installer    | \$                     | 161,869.64        |
| Profficiency and Risk     | \$                     | 27,851.28         |
|                           |                        |                   |
| <b><u>Grand Total</u></b> | <b>\$</b>              | <b>306,364.11</b> |

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## Woodbine

| Qty | Description  |
|-----|--|
| 1   | Site Engineering to generate<br>-Controls submittals with drawings, points lists, SOO's, controller locations, proposed trunk mapping<br>-Identify any asbestos concerns<br>-Confirm quantity of economizers JCI will take over<br>-Confirm if pathway exists to portables<br>-Generate as-built submittals for SCUSD record   |
| 1   | Coordination meeting with customer for review of JCI submittals to confirm scope of work   |
| 1   | Site walk with customer after completion to generate punch list  |
| 1   | SCUSD custom sequences<br>-Virus Mode<br>-Smoke Mode<br>-Auto DR<br>-Optimized start/stop<br>-FDD on all economizers taken over by JCI   |
| 1   | Outside air temperature sensor for site  |
| 1   | New SNE1050 in enclosure<br>-Requires IP address provided by SCUSD<br>-Engine will be installed in the middle of the trunk for ease of trunk installation  |
| 13  | Control of package rooftop equipment<br>-New NEMA 3R Enclosure with CGM mounted inside<br>-Interlock to unit terminal strip to command heat, cool, fan<br>-Discharge air temperature<br>-Return air temperature<br>-Compressor Amperage sensor<br>-Fan amperage sensor<br>-New damper actuator for (e) Outside Air damper with damper feedback<br>-Zone Temperature Sensor – SA Bus<br>-Zone CO2 sensor – SA Bus |
| 15  | Control of BARD Portable Units<br>-New NEMA 3R Enclosure with CGM mounted inside<br>-Interlock to unit terminal strip to command heat, cool, fan<br>-Discharge air temperature<br>-Return air temperature<br>-Compressor Amperage sensor<br>-Fan amperage sensor<br>-New damper actuator for (e) Outside Air damper with damper feedback<br>-Zone Temperature Sensor – SA Bus<br>-Zone CO2 sensor – SA Bus       |

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- 1 Control of Split System Furnace
  - New NEMA 3R Enclosure with CGM mounted inside
  - Interlock to unit terminal strip to command heat, cool, fan
  - Discharge air temperature
  - Return air temperature
  - Compressor Amperage sensor
  - Fan amperage sensor
  - New damper actuator for (e) Outside Air damper with damper feedback
  - Zone Temperature Sensor – SA Bus
  - Zone CO2 sensor – SA Bus
  
- 1 Loytech Zones for Portables
  - Loytech BACnet MS/TP to IP converter
  - NEMA 1 Can with Key Lock and perf liner
  - Plug in power supply (requires JCI utilizing a single gang socket to power device)

| <u>Summary</u>            | <u>Sourcewell Cost</u> |                   |
|---------------------------|------------------------|-------------------|
| Material                  | \$                     | 71,930.82         |
| JCI Labor                 | \$                     | 50,479.70         |
| Subcontractor Graphics    | \$                     | 1,098.24          |
| Market Value Installer    | \$                     | 156,223.58        |
| Profficiency and Risk     | \$                     | 27,973.23         |
|                           |                        |                   |
| <b><u>Grand Total</u></b> | <b>\$</b>              | <b>307,705.57</b> |

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## New Joseph Bonnheim Community Charter

| Qty | Description  |
|-----|--|
| 1   | Site Engineering to generate<br>-Controls submittals with drawings, points lists, SOO's, controller locations, proposed trunk mapping<br>-Identify any asbestos concerns<br>-Confirm quantity of economizers JCI will take over<br>-Confirm if pathway exists to portables<br>-Generate as-built submittals for SCUSD record   |
| 1   | Coordination meeting with customer for review of JCI submittals to confirm scope of work   |
| 1   | Site walk with customer after completion to generate punch list  |
| 1   | SCUSD custom sequences<br>-Virus Mode<br>-Smoke Mode<br>-Auto DR<br>-Optimized start/stop<br>-FDD on all economizers taken over by JCI   |
| 1   | Outside air temperature sensor for site  |
| 1   | New SNE1050 in enclosure<br>-Requires IP address provided by SCUSD<br>-Engine will be installed in the middle of the trunk for ease of trunk installation  |
| 16  | Control of package rooftop equipment<br>-New NEMA 3R Enclosure with CGM mounted inside<br>-Interlock to unit terminal strip to command heat, cool, fan<br>-Discharge air temperature<br>-Return air temperature<br>-Compressor Amperage sensor<br>-Fan amperage sensor<br>-New damper actuator for (e) Outside Air damper with damper feedback<br>-Zone Temperature Sensor – SA Bus<br>-Zone CO2 sensor – SA Bus |
| 16  | Control of BARD Portable Units<br>-New NEMA 3R Enclosure with CGM mounted inside<br>-Interlock to unit terminal strip to command heat, cool, fan<br>-Discharge air temperature<br>-Return air temperature<br>-Compressor Amperage sensor<br>-Fan amperage sensor<br>-New damper actuator for (e) Outside Air damper with damper feedback<br>-Zone Temperature Sensor – SA Bus<br>-Zone CO2 sensor – SA Bus       |

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- 2 Control of Split System Furnace
  - New NEMA 3R Enclosure with CGM mounted inside
  - Interlock to unit terminal strip to command heat, cool, fan
  - Discharge air temperature
  - Return air temperature
  - Compressor Amperage sensor
  - Fan amperage sensor
  - New damper actuator for (e) Outside Air damper with damper feedback
  - Zone Temperature Sensor – SA Bus
  - Zone CO2 sensor – SA Bus
  
- 2 Loytech Zones for Portables
  - Loytech BACnet MS/TP to IP converter
  - NEMA 1 Can with Key Lock and perf liner
  - Plug in power supply (requires JCI utilizing a single gang socket to power device)

| <u>Summary</u>            | <u>Sourcewell Cost</u> |                   |
|---------------------------|------------------------|-------------------|
| Material                  | \$                     | 48,997.06         |
| JCI Labor                 | \$                     | 58,482.97         |
| Subcontractor Graphics    | \$                     | 1,098.24          |
| Market Value Installer    | \$                     | 161,972.35        |
| Profficiency and Risk     | \$                     | 27,055.06         |
|                           |                        |                   |
|                           |                        |                   |
| <b><u>Grand Total</u></b> | <b>\$</b>              | <b>297,605.68</b> |

**Total Price for ALL Inc 1 Phase 2 Group 2 Sites \$911,675.36**

## Clarifications/Exclusions/Terms and Conditions

### Clarifications:

1. All work outside of the classroom will be done normal hours
  - a. Inclusive of work on roof, work in telecom/electrical rooms, work in exterior hallways.
2. All work inside the classroom will be done off hours
3. During the scope of work – SCUSD will be required to interface to 2 systems to control a site as we incrementally cut over equipment to Metasys
4. Rigid on roof – EMT conduit elsewhere – plenum rated where concealed
5. New pathway in the classroom will be surface mount wire mold – Plastic 2300 mechanically fastened. New back boxes for sensors will be plastic surface mount.
6. JCI will provide NEW WIRE for all devices. JCI will not leverage existing wire, only existing pathway.
7. JCI will Stop Work when we encounter any Asbestos on the site. Asbestos remediation is by others. JCI will not resume work until asbestos has been abated. This is per JCI safety policy.
8. JCI will take over economizer control with a new JCI actuator as feasible. During site engineering, if discovered that spaces are too cramped for a new actuator – JCI will make it known to the district and provide a credit to remove that from the SOW or ADD to perform the mechanical work required to take control of the OA damper.
9. Temperature Sensors to be NSB8BTN141-0 – white, warm cool adjust, no display, no occupancy, no JCI logo
10. Separate CO2 sensors to be NSB8BNC041-0 – white, CO2 only, no display, no JCI logo
11. JCI will provide 120V power insofar as to power network engine only
12. JCI will provide network cable insofar as to connect network engine to the telecom room only
13. Upon further review – a TEC option for the project is more expensive and not recommended. The TEC option requires more after hours work and significantly decreases the amount of pre-commissioning JCI can perform as TEC will not be able to come online prior to step 4. While there is a material savings, the net increase in afterhours labor for TEC installation and commissioning negates and overcomes any material savings. Furthermore, the TEC does not future proof the district for any custom programming they may need in the future and have required in the past.
14. **Priced per Sourcewell (Formerly NJPA) Contract #070121-JHN**
15. Per communication from Mike – all equipment enclosures are NEMA 3R with lockable key, whether indoor or outdoor. This however does NOT apply to the SNE panel or network equipment panels (Loytech) – these will be the JCI standard panels which are NEMA 1. JCI expects most controllers will be installed outdoors on equipment.
16. The counts noted on this proposal is the finite number of units JCI will take control over. If fewer or additional units are discovered during engineering walks – the district that their discretion can add/remove units to the scope via change order.

### Exclusions:

1. Any and all 120V wiring outside of powering the engine
2. Any and all door status or window status monitoring
3. Any and all occupancy sensors – programming occupied standby mode
4. Installing CO2 sensors 5ft from operable doors/windows.
5. Updating any of the controls system to meet current code – JCI's understanding is this is a maintenance project removing and replacing aging/dysfunctional systems with a new Metasys system – Like for Like
6. Professional engineering services to confirm sites comply with current code. JCI does not have stamped PE's on staff and cannot offer this service
7. JCI excludes upgrading/changing/enhancing any existing pathway we may use in our work.





8. Work with 3<sup>rd</sup> party commissioning agents
9. Customer training. SCUSD is an experienced user and we don't not feel any training is required.
10. Mechanical upgrades – JCI excludes doing any mechanical work. All mechanical equipment is assumed to be functioning. This includes repairing dampers, replacing economizers, changing unit controllers, swapping out compressors etc.
11. Taking control of exhaust fans
12. Taking control of kitchen hoods
13. Taking control of mini splits
14. CO2 display in the space
15. Temperature display in the space
16. Relocating CO2 sensors, they will be placed either right next to or right below the (e) temperature sensors.
17. Providing new network or power infrastructure (switches, breakers etc).
18. Indicator light to alert if CO2 in the space is over a certain value

Thank You! As always call with any comments, questions or concerns.

*Quote valid for 30 days*

Zac Dillow

HVAC Systems Sales Engineer – Johnson Controls  
925-719-7785 (mobile)  
Zachary.j.dillow@jci.com

|  |       |
|--|-------|
| <b>CUSTOMER APPROVAL:</b>  |       |
| Total Price:   | _____ |
| Customer Name:   | _____ |
| Company:   | _____ |
| Signature (*)  | _____ |
| Date:  | _____ |
| <small>* By signing this proposal, you agree to purchase the bill of material as described in this proposal document, pursuant to the attached standard terms and conditions and for the Total Price documented on the above line.</small> |       |

## Standard Terms and Conditions

**(1) AGREEMENT AND LIMITATIONS.** This document (the "Agreement") sets forth the terms and conditions of any sale by Seller of the specified product, equipment or services indicated on the reverse side hereof or attachment and is expressly made conditional on the assent of Buyer (hereinafter "Buyer") to these Standard Terms and Conditions. Buyer's acceptance of any part of the product, equipment or services sold or Buyer's instructions to Seller to begin work or to ship any product or equipment after receipt of these Standards Terms and Conditions shall constitute such assent, and a waiver of all terms and conditions in its purchase order or similar document which are different from or additional to those set forth herein. Seller's failure to object to provisions contained in any communication from Buyer shall not be deemed a waiver of these Standard Terms and Conditions. References to "products" or "equipment" herein shall mean the product and equipment to be furnished by Seller as identified on the applicable Seller Quotation. These Standard Terms and Conditions may be modified or rescinded only by a writing signed by authorized representatives of both Seller and Buyer.

**(2) TERMINATION OR MODIFICATION.** Accepted orders may be cancelled or modified by Buyer only with Seller's express written consent. If cancellation or modification is allowed, Buyer agrees to pay to Seller all expenses incurred and damage sustained by Seller on account of such cancellation or modification, plus a reasonable profit.

**(3) PRICE, SHIPMENT, AND PAYMENT.** Prices on accepted orders are firm for a period of 90 days from date of acceptance. Prices for products may be adjusted by Seller, upon notice to Buyer at any time prior to shipment, to reflect any increase in Seller's cost of raw materials (e.g., steel, aluminum) incurred by Seller after issuance of Seller's applicable proposal or quotation. Price and delivery is F.O.B. point of manufacture, unless otherwise provided. Unless otherwise agreed to in writing by Seller, all payments are due net thirty (30) days from the date of invoice. Seller may, at its sole option, have the right to make any delivery under this Agreement payable on a cash or payment guarantee before-shipment basis. In the case of export sales, unless otherwise agreed to in writing by Seller, all payments are to be by means of a confirmed irrevocable letter of credit. Invoicing disputes must be identified in writing within 21 days of the date of invoice. Payments of any disputed amounts are due and payable upon resolution. All other amounts remain due within 30 days. In the event of Buyer's default, the balance of any outstanding amounts will be immediately due and payable. Failure to make payments when due will give Seller, without prejudice to any other right or remedy, the right to: (i) stop performing any services, withhold deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or terminate this Agreement; and (ii) charge Buyer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. Shipments to Buyer with outstanding invoices unpaid after thirty (30) days will be suspended until all overdue invoices are paid or be made on a cash-in-advance basis only, in Seller's sole discretion.

**(4) DEPOSIT.** Buyer agrees to pay a deposit equal to 50% of the sell price (pre-tax) prior to Seller performing work. Seller will generate an invoice for the 50% deposit within three business days after Seller's receipt of a written agreement or order from Buyer. Seller will not commence work until receipt of the deposit.

**(5) TAXES.** All prices exclude federal, harmonized, state/provincial and local use, sales or similar applicable taxes. Such taxes, if applicable, will appear as separate items on the invoice unless Buyer provides a tax exemption certificate that is acceptable to taxing authorities.

**(6) DELIVERY.** The delivery date(s) provided by Seller for the product and equipment is only an estimate and is based upon prompt receipt of all necessary information from Buyer. The delivery date(s) is subject to and shall be extended by delays caused by strikes, fires, accidents, shortages of labor or materials, embargoes, or delays in transportation, compliance with government agency or official requests, or any other similar or dissimilar cause beyond the reasonable control of Seller. FAILURE TO DELIVER WITHIN THE TIME ESTIMATED SHALL NOT BE A MATERIAL BREACH OF CONTRACT ON SELLER'S PART. If Buyer causes Seller to delay shipment or completion of the product or equipment, Seller shall be entitled to any and all extra cost and expenses resulting from such delay.

**(7) LIMITED WARRANTY.** Seller warrants that the product and equipment furnished by Seller under this Agreement will be of good quality and that the services provided by Seller will be provided in a good and workmanlike manner for a period of twelve (12) months from initial product startup, or eighteen (18) months from product shipment, whichever occurs first (the "Warranty Period") unless such Warranty Period is modified by Seller's proposal. Alongside this limited warranty, for all new York™ air or water-cooled chillers and/or Metasys™ building automation systems installed in the US and Canada and sold through Seller owned and operated branches, Seller also provides a Year One Service Agreement for such equipment, the scope, limitations, terms and conditions of which are at <https://www.johnsoncontrols.com/yearoneservice> (collectively, "Year One Service"). Seller will not provide a credit against purchase price if offered Year One Service is declined. No warranty is provided for third-party products and equipment installed or furnished by Seller. Such products and equipment are provided with the third-party manufacturer's warranty to the extent available, and Seller will transfer the benefits together with all limitations of that manufacturer's warranty to Buyer. This warranty does not cover failures caused in whole or in part by (i) improper installation or maintenance performed by anyone other than Seller; (ii) improper use or application; (iii) corrosion; (iv) normal deterioration; (v) operation beyond rated capacity, (vi) the use of replacement parts or lubricants which do not meet or exceed Seller's specifications, or (vii) if Seller's serial numbers or warranty date decals have been removed or altered. To qualify for warranty consideration for products or equipment, at the earlier of the Buyer's discovery of the defect or the time at which the Buyer should have discovered the defect; Buyer must immediately notify Seller in writing for instructions on warranty procedures. Seller's sole obligation for defective services shall be to repair or to replace defective parts or to properly redo defective services. All replaced equipment becomes Seller's property. **THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHICH ARE HEREBY DISCLAIMED. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** Seller makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity or will detect the presence of, or eliminate, treat, or mitigate the spread, transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

**(8) INDEMNIFICATION, REMEDIES AND LIMITATIONS OF LIABILITY.** In addition to Paragraph 8 below regarding patents, Buyer agrees that Seller shall be responsible only for such injury, loss, or damage caused by the intentional misconduct or the negligent act or omission of Seller. In the event Buyer claims Seller has breached any of its obligations under the Agreement, whether of warranty or otherwise, Seller may request the return of the goods and tender to Buyer the purchase price theretofore paid by Buyer, and in such event, Seller shall have no further obligation under the Agreement except to refund such purchase price upon redelivery of the goods. If Seller so requests the return of the goods, the goods shall be redelivered to Seller in accordance with Seller's instructions and at Seller's expense. The remedies contained in these Standard Terms and Conditions shall constitute the sole recourse of Buyer against Seller for breach of any of Seller's obligations under the Agreement, whether of warranty or otherwise. **To the maximum extent permitted by law, in no event shall Seller and its affiliates and their respective personnel, suppliers and vendors ("JCI Parties") be liable to Buyer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any: (a) special, indirect, incidental, punitive, or consequential damages; (b) lost profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. In any case, the entire aggregate liability of the JCI Parties under this Agreement for all damages, losses and causes of action, whether in contract, tort (including negligence), or otherwise shall be limited to the purchase price paid by Buyer hereunder.**

**(9) PATENTS.** Seller shall defend, or at its option settle, any action against Buyer brought by a third party to the extent that the action is based upon a claim that the products or equipment provided under the Agreement in the United States infringes any U.S. patents or copyrights 9or in Canada infringes on any Canadian patents or copyrights), or misappropriates any trade secrets of a third party ("Claim"), provided that: (i) Buyer gives Seller prompt written notice of any such Claim, (ii) Buyer gives Seller full authority to defend or settle any such Claim, and (iii) Buyer gives Seller proper and full information and assistance, at Seller's expense (except for Buyer's employees' time) to defend or settle any such Claim. Seller will pay those costs and damages finally awarded against Buyer in the action that are specifically attributable to the claim or those costs and damages agreed to in a monetary settlement of the action. **THE FOREGOING IS IN LIEU OF ANY WARRANTIES OF NONINFRINGEMENT, WHICH ARE HEREBY DISCLAIMED.** The foregoing obligation of Seller does not apply with respect to products or equipment or portions or components thereof (a) not supplied by Seller, (b) made in whole or in part in accordance to Buyer or owner specifications, (c) which are modified after shipment by Seller, if the alleged infringement related to such modification, (d) combined with other products, processes or materials where the alleged infringement relates to such combination, (e) where Buyer continues allegedly infringing activity after being notified thereof and/or after being informed of modifications that would have avoided the alleged infringement without significant loss of performance or functionality, or (f) where Buyer's use of the product or equipment is incident to an infringement not resulting primarily from the product or equipment; Buyer will indemnify Seller and its officers, directors, agents, and employees from all damages, settlements, attorneys' fees and expenses related to a claim of infringement, misappropriation, defamation, violation of rights of publicity or privacy excluded from Seller's indemnity obligation herein.

**(10) GOVERNING LAW.** For any goods or work performed in the U.S., the formation and performance of the Agreement shall be governed by the laws of the State of Wisconsin, U.S.A. For any goods or work performed in Canada, the Agreement shall be governed by the laws of Ontario. Other than claims for unpaid contract amounts by Seller, any action for breach of the Agreement or any covenant or warranty must be commenced within one year after the cause of action has accrued unless such provision is not permitted by applicable law.

**(11) DISPUTE RESOLUTION.** Seller shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. The venue for any such arbitration shall be in Milwaukee, Wisconsin for U.S. sales, and Toronto, Ontario for Canadian sales. The arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. In the event the matter is submitted to a court, Seller and Buyer hereby agree to waive their right to trial by jury and covenant that neither of them will request trial by jury in any such litigation. Buyer will pay all of Seller's reasonable collection costs (including legal fees and expenses).

Johnson Controls Inc.  
Building Efficiency, Branch 110  
103 Woodmere Rd Suite #110, Folsom CA 95630  
Tel 916 294-8800 Fax 916 294-8889

DIR: 100000593  
CL#: 22445



**(12) SOFTWARE AND DIGITAL SERVICES.** Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Seller's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Seller and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

**(13) PRIVACY. Seller as Processor:** Where Seller factually acts as Processor of Personal Data on behalf of Buyer (as such terms are defined in the DPA) the terms at [www.johnsoncontrols.com/dpa](http://www.johnsoncontrols.com/dpa) ("DPA") shall apply. **Seller as Controller:** Seller will collect, process and transfer certain personal data of Buyer and its personnel related to the business relationship between it and Buyer (for example names, email addresses, telephone numbers) as controller and in accordance with Seller's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Buyer acknowledges Seller's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Buyer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Seller is mandatorily required from Buyer's personnel under applicable law, Buyer warrants and represents that it has obtained such consent.

**(14) CONNECTED EQUIPMENT SERVICES.** Certain equipment sold hereunder includes by default Seller's Connected Equipment Services. Connected Equipment Services is a data-analytics and monitoring Software platform that uses a cellular or network connection to gather equipment performance data to assist Seller in advising Buyer on (and Buyer in better understanding) such equipment's health, performance or potential malfunction. **If Buyer's equipment includes Connected Equipment Services, such services will be on by default and the remote connection will continue to connect to Buyer's Equipment through the full equipment lifecycle, unless Buyer specifically requests in writing that Seller disable the remote connection or Seller discontinues or removes such remote connection.** For more information on whether your particular equipment includes Connected Equipment Services, a subscription to such services and the cost, if any, of such subscription, please see your applicable order, quote, proposal, or purchase documentation or talk to your Seller sales representative. If Buyer's equipment includes Connected Equipment Services, Seller will provide a cellular modem or other gateway device ("Gateway Device") owned by Seller or Buyer will supply a network connection suitable to establish a remote connection with Buyer's applicable equipment to permit Seller to use Connected Equipment Services to perform first-year and extended warranty services as well as other services, including troubleshooting, quarterly health reports, remote diagnostic and monitoring and aftermarket services. For certain subscriptions, Buyer will be able to access equipment information from a mobile or smart device using Connected Equipment Service's mobile or web app. Any Gateway Devices provided hereunder shall remain Seller's property, and Seller may upon reasonable notice access and remove such Gateway Device and discontinue services in accordance with the Software Terms. If Buyer does not permit Seller to connect via a connection validated by Seller for the equipment or the connection is disconnected by Buyer, and a service representative must therefore be dispatched to the Buyer site, then the Buyer will pay Seller at Seller's then-current standard applicable contract regular time and/or overtime rate for services performed by the service representative. Seller disclaims any obligation to advise Buyer of any possible equipment error or malfunction. **Buyer acknowledges that, while Connected Equipment Services generally improve equipment performance and services, Connected Equipment Services does not prevent all potential malfunction, insure against all loss or guarantee a certain level of performance and that Seller shall not be responsible for any injury, loss, or damage caused by any act or omission of Seller related to or arising from the monitoring of the equipment under Connected Equipment Services.**

**(15) MISCELLANEOUS**

**(a) CHANGES OF CONSTRUCTION AND DESIGN:** Seller reserves the right to change or revise the construction and design of the products or equipment purchased by Buyer, without liability or obligation to incorporate such changes to products or equipment ordered by Buyer unless specifically agreed upon in writing reasonably in advance of the delivery date for such products or equipment. Buyer agrees to bear the expense of meeting any changes or modifications in the scope of this Agreement or in local code requirements which become effective after Seller has accepted Buyer's order.

**(b) CHARACTER OF PRODUCT AND SECURITY INTEREST:** The goods delivered by Seller under the terms of the Agreement shall remain personal property and retain its character as such no matter in what manner affixed or attached to any structure or property. Buyer grants Seller a security interest in said goods, any replacement parts and any proceeds thereof until all sums due Seller have been paid to it in cash. This security interest shall secure all indebtedness or obligations of whatsoever nature now or hereafter owing Buyer to Seller. Buyer shall pay all expenses of any nature whatsoever incurred by Seller in connection with said security interest. Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall be subject to the mechanics lien legislation applicable to the location where the work will be performed.

**(c) INSURANCE:** Buyer agrees to insure the goods delivered under the Agreement in an amount at least equal to the purchase price against loss or damage from fire, wind, water or other causes. The insurance policies are to be made payable to Seller and Buyer in accordance with their respective interests, and when issued are to be delivered to Seller and held by it. Failure to take out and maintain such insurance shall entitle Seller to declare the entire purchase price to be immediately due and payable and shall also entitle Seller to recover possession of said goods.

**(d) INSTALLATION:** If installation by the Seller is included within the Seller's Quotation, Buyer shall provide all of the following at its own expense and at all times pertinent to the installation: i) free, dry, and reasonable access to Buyer's premises; and ii) proper foundations, lighting, power, water and storage facilities reasonably required. If any change in the scope of this Agreement or schedule for performance is ordered or directed by the Buyer (or any other party to the installation other than Seller) or any Force Majeure Event causes an increase in the cost or time required for Seller's performance of the work, Buyer shall make an upward equitable adjustment in the contract price or time of performance or both. Seller's additional costs, plus reasonable overhead and profit, shall be paid in full no later than 30 days from completion of such work.

**(e) COMPLIANCE WITH LAWS:** Seller's obligations are subject to the export administration and control laws and regulations of the United States and Canada. Buyer shall comply fully with such applicable laws and regulation in the export, resale or disposition of purchased products or equipment. Quotations or proposals made, and any orders accepted by Seller from a Buyer outside the United States or Canada are with the understanding that the ultimate destination of the products or equipment is the country indicated therein. Diversion of the products or equipment to any other destination contrary to the United States or Canada, as applicable, is prohibited. Accordingly, if the foregoing understanding is incorrect, or if Buyer intends to divert the products or equipment to any other destination, Buyer shall immediately inform Seller of the correct ultimate destination.

**(f) BUYER RESPONSIBILITIES:** Buyer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Seller secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Buyer and/or end user against unauthorized access. Buyer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

**(g) FORCE MAJEURE:** Seller shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Seller to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Seller, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in the tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Seller. If Seller's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Seller shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Seller is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Seller will be entitled to extend the relevant completion date by the amount of time that Seller was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Seller's cost to perform the services, Buyer is obligated to reimburse Seller for such increased costs, including, without limitation, costs incurred by Seller for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Seller in connection with the Force Majeure Event.

**(h) ONE-YEAR CLAIMS LIMITATION:** No claim or cause of action, whether known or unknown, shall be brought against Seller more than one year after the claim first arose. Except as provided for herein, Seller's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

T&C Version: 3/31/2021

**Memorandum of Understanding Between Johnson Controls Inc. and Sacramento City Unified School District – February 28, 2022**

This Memorandum of Understanding (“MOU”) is entered into by Sacramento City Unified School District and Johnson Controls, Inc. (collectively, “the Parties”) as of the date of full execution of the MOU (the “Effective Date”).

1. On or around December 10, 2020, Johnson Controls, Inc. (“JCI”) and Sacramento City Unified School District (“SCUSD”) executed an agreement referencing PO Number P21-01319 (the “Agreement”) whereby JCI agreed to sell and SCUSD agreed to purchase 6000 V-Pac Self-Contained Portable Air Purification Units with UV-C Bulbs (“V-Pacs”), including lamp and filter replacement parts, manufactured by UltraViolet Devices, Inc. (“UVDI”), for use in the school district’s classrooms. The total purchase price, including freight and tax, was \$6,148,125.00.
2. SCUSD financed the V-Pac transaction with relief funding received under the American Rescue Plan (“ARP”). The ARP relief funding was designed to facilitate the SCUSD’s efforts to mitigate the spread of COVID in the classrooms, and to implement appropriate indoor air quality improvements that foster healthy learning and working environments for students and staff.
3. Due to the nature of the order, the Agreement provided that “[o]nce the order is placed at the factory, it cannot be cancelled for any reason.”
4. The Agreement required SCUSD to make a 20% down payment, including tax, of \$1,207,125.00. SCUSD made this payment on December 21, 2020. Between March and May 2021, SCUSD made 3 additional payments totaling \$2,417,227.59.
5. The total amount SCUSD has paid JCI under the Agreement to date is \$3,624,352.59. \$2,523,772.41 of the \$6,148,125.00 purchase price currently remains unpaid.
6. Of the 6,000 V-Pacs purchased by SCUSD under the Agreement, 4,993 were shipped and delivered to SCUSD. However, in May 2021, prior to the shipment of the remaining V-Pacs, SCUSD requested and JCI agreed to halt further shipments due to outstanding questions concerning the value and efficacy of the V-Pacs for classroom use.
7. Given the longstanding partnership between JCI and SCUSD, the Parties worked together to overcome the challenges involved with SCUSD’s implementation of portable air purification technology for its classrooms and find a creative solution to avoid any dispute under the Agreement.
8. The crux of the solution permits SCUSD to return the units without contractual penalty and to repurpose the ARP relief funding on similarly qualifying projects and uses, while at the same time compensating JCI for the substantial negative financial impact JCI will incur downstream in returning all of the V-Pacs to UVDI.



9. Therefore, upon signature of this Memorandum of Understanding (“MOU”), the Parties agree as follows:
- A. JCI will furnish to SCUSD a Credit Memo that provides SCUSD with a credit on its account in the amount of \$3,624,352.59 (“V-Pac Credit”). The terms of the credit memo will entitle SCUSD to apply this amount toward accounts payable to JCI with respect to future healthy building and/or pandemic-related improvements to SCUSD buildings provided by JCI. Such improvements may include, but are not limited to:
    - i. HVAC/Rooftop Unit retrofits and replacements, Economizer upgrade and installations, Metasys upgrades and migrations, installations of classroom CO2 sensors and temperature control devices, UL Safe Trace Audits (IAQ, ventilation verification, and infection control for K-12 school), mechanical services to upgrade and/or retrofit ageing equipment, and/or other healthy-building related projects, including design services of such systems.
    - ii. The cost for such improvements, including but not limited to markup on any subcontract labor, will be consistent with any state or national purchasing agreement, or other public agency agreement JCI is a signatory to, such as Sourcewell (formerly NJPA) contracts and subject to review and approval by SCUSD staff (JCI to provide “open book” pricing for staff review).
  - B. The redemption period for the V-Pac Credit (\$3,624,352.59) will be by September 30, 2022. If the V-Pac Credit is not utilized in full within the redemption period, then JCI’s release of SCUSD is void and JCI may enforce the non-cancellation provision of the Agreement and seek restocking and other downstream costs from SCUSD. For purposes of this section, the definition of “utilized in full” during the redemption period shall refer to the issuance of a new purchase order by SCUSD accepted in writing by JCI or other provision of written assurance agreed to in writing by both parties for any future healthy building and/or pandemic-related improvements described above and shall not be interpreted to require the actual completion of the new project(s) by the redemption date.
  - C. SCUSD agrees to reach an agreement with JCI in writing in which SCUSD shall commit to spending the remaining balance under the original Agreement of \$2,523,772.41 (“V-Pac Balance”) with JCI in connection with one or more future healthy building and/or pandemic-related improvements by September 30, 2022. For any such Projects, SCUSD shall be invoiced by JCI as specified under the original Agreement.
  - D. All future purchases by SCUSD from JCI under the MOU shall be subject to JCI Standard Terms and Conditions.

- E. In exchange for these terms, JCI will not enforce the non-cancellation and modification provisions of the Agreement.
- F. **Instead**, JCI will **coordinate** UVDI's pick-up of all V-Pacs in SCUSD's possession and the return of all such units to UVDI, at no cost to SCUSD, no later than 30 days following execution of the MOU unless extended by mutual agreement in writing
- G. Subject to SCUSD's timely redemption of the V-Pac Credit and written commitment to spend the V-Pac Balance as set forth in Sections 9.B and 9.C above, no contractual penalty will be applied in connection with SCUSD's return of the units under the Agreement.
- H. Subject to performance of the terms and conditions stated above, the Parties agree to release all claims and causes of action, whether now known or unknown, which the parties have, or might have or could have asserted, against the other, its officials, employees, insurers, Board Members, attorneys, representatives, agents, vendors, or parties otherwise associated with the Agreement or the V-Pacs. For the avoidance of doubt, the release of liability extended by SCUSD to JCI extends and applies to UVDI.
- I. Each party will be responsible for its own legal fees and costs.
- J. The execution of this MOU shall not operate as an admission of liability by either party with respect to the Agreement or the V-Pacs.
- K. Except as otherwise agreed to by the Parties or required by law, including obligations arising under the California Public Records Act (Government Code section 6250 et seq.) and the Ralph M. Brown Act (Government Code section 54950 et seq.), the Parties and their attorneys agree to keep this MOU confidential.
- L. Each side agrees they will not publicly criticize, disparage, call into disrepute or otherwise defame the other with respect to the Agreement, the V-Pacs, and this MOU. The parties will further agree to a joint statement that indicate we are maintaining our long-standing business relationship and will continue to work on solutions that are beneficial to SCUSD's students, staff and community.

SIGNATURES:

  
 \_\_\_\_\_  
 Johnson Controls Inc.

2/28/22  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Sacramento City Unified School District

2/25/22  
 \_\_\_\_\_  
 Date

| SCUSD / HVAC / Sites 10-23 |      |                     |                        | Funding source    | Funding source  |                 |      |
|----------------------------|------|---------------------|------------------------|-------------------|-----------------|-----------------|------|
| SCUSD ID                   | ID # |                     | Total site cost        | MOU Credit        | ESSER           | PO \$           | PO # |
|                            |      |                     | \$7,753,883.71         | \$3,624,352.59    |                 |                 |      |
| 0004-463                   | 10   | Alice Binery        | \$ 285,368.69          | \$ 285,368.69     | \$ -            | \$ -            |      |
| 0108-463                   | 11   | Ethel Baker         | \$ 353,658.18          | \$ 353,658.18     | \$ -            | \$ -            |      |
| 0110-463                   | 12   | Ethel Phillips      | \$ 344,499.13          | \$ 344,499.13     | \$ -            | \$ -            |      |
| 0354-463                   | 13   | Suttersville        | \$ 306,364.10          | \$ 306,364.10     | \$ -            | \$ -            |      |
| 0390-463                   | 14   | Woodbine            | \$ 307,705.57          | \$ 307,705.57     | \$ -            | \$ -            |      |
| 0183-463                   | 15   | New Joseph Bonnheim | \$ 297,605.68          | \$ 297,605.68     | \$ -            | \$ -            |      |
| 0269-463                   | 16   | Pacific             | \$ 440,072.69          | \$ 440,072.69     | \$ -            | \$ -            |      |
| 0272-463                   | 17   | Parkway             | \$ 338,438.60          | \$ 338,438.60     | \$ -            | \$ -            |      |
| 0229-463                   | 18   | Success Acadamy     | \$ 290,775.09          | \$ 290,775.09     | \$ -            | \$ -            |      |
| 0117-463                   | 19   | Fr. Ketih B Kenn    | \$ 189,734.28          | \$ 189,734.28     | \$ -            | \$ -            |      |
| 0571-463                   | 20   | Cap Cit             | \$ 191,699.76          | \$ 191,699.76     | \$ -            | \$ -            |      |
| 0520-463                   | 21   | Hiram Johnson HS    | \$ 1,319,695.95        | \$ 278,430.81     | \$ 1,041,265.14 | \$ 1,041,265.14 |      |
| 0525-463                   | 22   | JFK HS              | \$ 1,335,524.72        | \$ -              | \$ 1,335,524.72 | \$ 1,335,524.72 |      |
| 0530-463                   | 23   | Luther Burbank      | \$ 1,752,741.27        | \$ -              | \$ 1,752,741.27 | \$ 1,752,741.27 |      |
|                            |      |                     | \$ 7,753,883.71        | \$ 3,624,352.59   | \$ 4,129,531.13 | \$ 4,129,531.13 |      |
|                            |      |                     | <b>Total site cost</b> | <b>MOU Credit</b> | <b>ESSER</b>    | <b>PO \$</b>    |      |



**Solicitation Number: RFP #070121****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Johnson Controls, Inc., 5757 North Green Bay Avenue, Milwaukee, WI 53209 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for HVAC Systems and Related Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

**1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires August 12, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.



Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship for a period of one year for Equipment and Products and ninety days for Services. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

**B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Supplier will provide its standard proposal terms and conditions with specific scope for all task orders under this Contract. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

**C. SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

**D. TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

**E. GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## **7. CUSTOMER SERVICE**

**A. PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

#### **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

#### **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the

circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

### **11. INDEMNITY AND HOLD HARMLESS**

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, to the extent resulting from negligence or willful misconduct in the performance of this Contract by the Supplier or its agents or employees for third-party injury or death to person(s) or property or caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Supplier will not be liable for indirect or consequential damages. Vendor's liability to Sourcewell arising out of this Contract, with the exception of Supplier's indemnification obligations under this Section, shall not exceed amounts paid or payable under this Contract. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

### **12. GOVERNMENT DATA PRACTICES**

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

### **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

#### **A. INTELLECTUAL PROPERTY**

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.



b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws. Supplier shall have the right, at its option, to: i) make the Equipment or Products non-infringing, ii) replace the infringing Equipment or Products; or (iii) on return of the Equipment or Products by Sourcewell or the Participating Entity, Supplier will refund the amounts actually paid by Sourcewell or the Participating Entity for the infringing Equipment or Products, less depreciation over a three (3) year period. Liability for infringement under this Section excludes: (i) misuse or modification of the product by Sourcewell or the Participating Entity or its employees, agents or downstream customers, (ii) use of the product or work in combination with other materials, goods, products, or services for which the product was not intended to be used (as demonstrated by Supplier's applicable product literature), (iii) failure of Sourcewell or the Participating Entity to implement any update provided by Supplier that would have prevented the claim, (iv) work that Supplier made to Sourcewell's or the Participating Entity's specifications or designs, (v) product that is not manufactured by Supplier, and (iv) claims with respect to third party hardware or software.

5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.



6. *Digital & Intellectual Property.* Use, implementation, and deployment of software and hosted software products proprietary to Supplier (“Software”) shall be subject to, and governed by, Supplier’s standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the “Software Terms”). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Supplier and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Supplier shall retain all right, title and interest in any (a) work provided to Sourcewell and any Participating Entities, including without limitation, all software source and object code, documentation, technical information or data, specifications and designs and any changes, improvements or modifications thereto (“Deliverables”), and (b) Know-How (defined below) employed by Supplier in the creation of the Deliverables or performance of the associated work, whether known to Supplier prior to, or developed or discovered or acquired in connection with, the performance of its obligations under this Contract. Ownership of all Deliverables and Know-How shall vest solely in Supplier and no Deliverables shall be deemed “works made for hire.” Without limiting the generality of the foregoing, ownership of all source files used in the course of performing all associated work shall remain the exclusive property of Supplier. For purposes of this Contract, “Know-How” means any know-how, processes, techniques, concepts, methodologies, tools, analytical approaches, database models and designs, discoveries, and ideas furnished, produced by, developed, or used by Supplier in the creation or provision of the Deliverables or in the performance of the Services, Products or Equipment, and any changes, improvements, or modifications thereto or derivatives thereof. Additional terms and conditions or other required transaction documentation related to Software Terms may be addressed directly between a Participating Entity and Supplier depending upon the Software or offering, including any applicable terms and conditions related to any Software subscriptions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

#### **15. FORCE MAJEURE**

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

#### **16. SEVERABILITY**

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

#### **17. PERFORMANCE, DEFAULT, AND REMEDIES**

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## **18. INSURANCE**

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or

“work” performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

## **21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 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 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 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. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.



C. 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 C.F.R. § 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. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 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 C.F.R. § 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. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require 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). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 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 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 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. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must 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. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must 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.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation



and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

**22. CANCELLATION**

Sourcwell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcwell

Johnson Controls, Inc.

DocuSigned by:  
*Jeremy Schwartz*  
C0FD2A139D06489...

DocuSigned by:  
*Jeremy L Rainwater*  
DD49E8F7B6E24C5...

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

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

Jeremy Schwartz

Jeremy L. Rainwater

Title: Chief Procurement Officer

Title: VP & GM HVAC and Controls North America

10/7/2021 | 8:54 PM CDT

10/14/2021 | 5:51 PM CDT

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved:

DocuSigned by:  
*Chad Coauette*  
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By: \_\_\_\_\_

Chad Coauette

Title: Executive Director/CEO

10/14/2021 | 5:53 PM CDT

Date: \_\_\_\_\_

# RFP 070121 - HVAC Systems and Related Services

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## Vendor Details

Company Name: Johnson Controls, Inc.  
Does your company conduct business under any other name? If yes, please state: MD  
Address: PO Box 246  
Chesapeake City, Maryland 21915  
Contact: Tom Staves  
Email: thomas.staves@jci.com  
Phone: 443-676-8813  
Fax: 443-676-8813  
HST#: 39-0380010

## Submission Details

Created On: Thursday June 03, 2021 10:17:10  
Submitted On: Thursday July 01, 2021 10:19:53  
Submitted By: Tom Staves  
Email: thomas.staves@jci.com  
Transaction #: 3a12fdca-b2a1-4826-b500-969a9b2c8b16  
Submitter's IP Address: 104.129.195.1

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**Specifications****Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

| Line Item | Question   | Response *  |
|-----------|--|---|
| 1         | Proposer Legal Name (one legal entity only):   | Johnson Controls Inc.   |
| 2         | Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.  | Johnson Controls Canada, LP<br>Johnson Controls Security Solutions  |
| 3         | Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.   | Johnson Controls does not have any applicable assumed names.<br>Johnson Controls, Inc. has previously operated under two (2) former names:<br>1. Johnson Service Company from July 10, 1902 to November 11, 1974<br>2. Johnson Electric Service Company from July 31, 1900 to July 10, 1902 |
| 4         | Proposer Physical Address:   | 5757 North Green Bay Avenue Milwaukee, WI 53209   |
| 5         | Proposer website address (or addresses):   | www.JohnsonControls.com   |
| 6         | Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract): | Jeremy L Rainwater, VP & GM HVAC and Controls North America<br>5757 North Green Bay Avenue Milwaukee, WI 53209<br>jeremy.l.rainwater@jci.com<br>414-524-1200  |
| 7         | Proposer's primary contact for this proposal (name, title, address, email address & phone):  | Tom Staves<br>Cooperative Program Manager<br>705 Digital Drive, Suite N, LINTHICUM HEIGHTS, MD 21090-2267<br>Thomas.Staves@JCI.com<br>443-676-8813  |
| 8         | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):   | Andrew Pergande, Director Commercial Optimization<br>5757 North Green Bay Avenue Milwaukee, WI 53209<br>Andrew.Pergande@jci.com<br>414 524 6937   |

**Table 2: Company Information and Financial Strength**

| Line Item | Question | Response * |
|-----------|----------|------------|
|-----------|----------|------------|

|    |   |   |
|----|---|---|
| 9  | Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.  | <p>Johnson Controls is a global diversified technology and multi-industrial leader serving a wide range of clients in more than 150 countries. Our Performance Infrastructure business, which operates independently, and specifically is responsible for the successful delivery of guaranteed savings projects and other alternative funding projects delivers world-class solutions that address our clients' energy and infrastructure needs. Our solutions leverage our experience from thousands of higher education projects across the country matched to the specific requirements and needs of the client and their facilities.</p> <p>Our company has its very roots in the energy efficiency business. In 1883, Warren S. Johnson, a professor at the State Normal School in Whitewater, Wisconsin, received a patent for the electric room thermostat. His invention launched the building control industry. Johnson Controls with over \$30 billion of revenue in 2017, recently Johnson Controls merged with Tyco to become a global leader in building systems, energy storage, and integrated security and fire.</p> <p>Johnson Controls is a pioneer in developing performance contracting as a viable means by which to update facilities and make them more cost-effective to operate. We have implemented more than 3,000 performance contracting agreements – all with guaranteed savings since 1983.</p> <p>Core Values, Business Philosophy Johnson Controls Values:<br/> <b>INTEGRITY FIRST:</b> We promise honesty and transparency. We uphold the highest standards of integrity and honor the commitments we make.<br/> <b>PURPOSE LED:</b> We believe in doing well by doing good and hold ourselves accountable to make the world a better place through the solutions we provide, our engagement in society, the way we do business, and our commitment to protect people and the environment.<br/> <b>CUSTOMER DRIVEN:</b> We win when our customers win. Our long-term strategic relationships provide unique insights and the ability to deliver exceptional customer experiences and solutions.<br/> <b>FUTURE FOCUSED:</b> Our culture of innovation and continuous improvement drives us to solve today's challenges while constantly asking 'what's next.'<br/> <b>ONE TEAM:</b> We are one team, dedicated to working collaboratively together to create purposeful solutions that propel the world forward.</p> <p>Industry Longevity Related To The Requested Equipment:<br/> Johnson Controls paints an impressive picture, with 130+ years of innovation and over four million customers. Johnson Controls is a global diversified technology and multi-industrial leader serving a wide range of customers. Our commitment to sustainability dates back to our roots in 1885, with the invention of the first electric room thermostat. Johnson is committed to helping our customers win and creating greater value for all of our stakeholders through a strategic focus on buildings and energy growth platforms.</p> <p>Products Or Services<br/> Johnson Controls offers best-in-class technologies, products, installation, and service capabilities across building management, fire, security, sensors/controls, HVAC, industrial refrigeration, and energy storage solutions. Our offering includes total support for all fire alarm, fire detection, fire protection, integrated security, HVAC, Building Controls, healthcare communications, and sound/communications needs. Our capabilities include design, engineering development, integration, installation, project management, programming, testing, commissioning, training, warranty support, and post-warranty service. Our Technicians are highly trained and use state-of-the-art test equipment to ensure high-quality results and are trained to perform related repairs, in addition to inspections and responding to emergency maintenance requirements. Our life safety services are "Best-Value" for the following reasons:<br/> - Specialized inspection teams trained to identify and correct problems before they occur, thus preventing costly nuisance alarms and unnecessary downtime.<br/> - Experienced technicians ensure that repairs are done right and promptly. Standardized reporting and documentation.<br/> - Customized service plans to meet any customer's needs.<br/> Our organization provides local support from our North American network of over 150 local offices in the United States and Canada. Each office functions as a "one-stop-shop" providing parts, supplies, and equipment specific to each of the clients it serves.</p> |
| 10 | What are your company's expectations in the event of an award?  | Johnson Controls expects to build upon our previous contract 030817-JHN successes. Though we had tremendous adoption by our sales teams, there is still much work that needs to be done to maximize the sales potential including launching Canada. We are looking to add additional personnel to our corporate sales team to manage field training, business development, and direct sales. An annual budget has been submitted to assist in the development of additional collateral and E-marketing campaigns and plans to attend local/ regional trade shows to promote our participation in the program.   |
| 11 | Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.  | Johnson Controls Inc is a wholly-owned indirect subsidiary of Johnson Controls International plc, a publicly owned company listed on the New York Stock Exchange (ticker: JCI). As a wholly-owned subsidiary, Johnson Controls Inc's financial results are consolidated in the financial statements of Johnson Controls International plc. In Fiscal Year 2020, Johnson Controls saw net revenue of \$22.3 billion with positive cashflow. Johnson Controls enjoys a strong balance sheet with \$10 billion in assets against \$8.2 billion in total liabilities. Total shareholders' equity was \$17.4 billion for FY 2020. We have provided the Johnson Controls 2020 Annual Report, credit and bond ratings, letters of credit, and detailed reference letters   |
| 12 | What is your US market share for the solutions that you are proposing?  | <p>Johnson Controls does not divulge market share for equipment categories, however, we can report on our North American market share for the following services:</p> <ul style="list-style-type: none"> <li>- Energy Saving Performance Contracting: 14%</li> <li>- P3: 36%</li> <li>- Service and Maintenance: 3%</li> </ul> <p>These values include both the US and Canada.</p>  |
| 13 | What is your Canadian market share for the solutions that you are proposing?  | See answer to question 12.  |
| 14 | Has your business ever petitioned for bankruptcy protection? If so, explain in detail.  | Johnson Controls has never petitioned for bankruptcy protection.  |
| 15 | <p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p> | B) Johnson Controls is a manufacturer and service provider with an extensive network of sales and service branches that are 100% company-owned. The branch network provides equipment, installation, and service for HVAC, security, fire, and Performance Contracting (PC) needs.  |

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| 16 | If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP. | <p>When selecting a company to provide HVAC systems and service, you want to choose a proven contractor that is responsible, experienced, and has employees with the expertise and knowledge to work efficiently and help you make the best choices for your facilities.</p> <p>In addition to professional licenses in all 50 states and 10 Canadian Provinces, our team members hold licenses, certifications, and accreditations by various professional organizations. Professional certification or accreditation indicates a certain proven amount of knowledge and experience in a particular subject area.</p> <p>To earn many of these credentials (e.g., LEED Accredited Professional), applicants are required to have experience in the field as well as pass a comprehensive examination administered by a third party. By regularly maintaining their certifications, our employees ensure they continue their education and keep pace with industry trends and standards.</p> <p>Please see the "Johnson Controls Certification Table" uploaded as a separate file. This table identifies just a few of the professional certifications held by Johnson Controls team members, relevant to HVAC equipment and services and energy efficiency projects. Beyond the dedicated resources for a project, our team can seek additional support from a variety of certified professionals at the regional and national level, as represented here.</p> |
| 17 | Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.  | Johnson Controls has been in business for well over 100 years and operates from about 120 offices in all North America. To the best of our knowledge and information, neither company, as a corporate entity, nor any of its branch or satellite offices have been suspended or debarred by any federal, state, provincial, or municipal public agency.   |

**Table 3: Industry Recognition & Marketplace Success**

| Line Item | Question | Response * |
|-----------|----------|------------|
|-----------|----------|------------|

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| 18 | Describe any relevant industry awards or recognition that your company has received in the past five years  | <p>Our organization participates in a wide range of activities and has been recognized in several unique areas. The following information highlights some key examples.</p> <p><b>SUSTAINABILITY AND CORPORATE SOCIAL RESPONSIBILITY</b><br/>                 2019 World's Most Ethical Company<br/>                 12 selections since 2007 (March 2020, selected for the 13th time) Ethisphere Magazine<br/>                 100 Best Corporate Citizens, 2019<br/>                 Transparency and social responsibility, since 2006<br/>                 Corporate Responsibility Magazine<br/>                 2019 Best Corporate Citizens<br/>                 Community involvement, environmental impact, and fair employee treatment.<br/>                 Forbes Magazine<br/>                 Change the World, 2018<br/>                 Companies that are doing well by doing good<br/>                 Fortune Magazine<br/>                 AAA Rating<br/>                 Environmental, social, and governance MSCI Socially Responsible Indices Carbon Clean 200<br/>                 Biggest public companies ranked by green energy revenues<br/>                 Corporate Knights and As You Sow<br/>                 Energy Star Most Efficient 2020 Most efficient products<br/>                 Energy Star<br/>                 Environmental Leader Project of the Year<br/>                 For partnership with The University of Hawai'i (UH) Maui College Environmental Leader and Energy Manager Today<br/>                 Top Project Judges' Choice Award for its impressive strides in sustainability and renewable energy<br/>                 Environmental Leader and Energy Manager Today<br/>                 Environment + Energy Leader 100<br/>                 Terrill Laughton, VP, and GM of Energy Optimization and Connected Equipment Environmental Leader and Energy Manager Today</p> <p><b>INNOVATION</b><br/>                 Johnson Controls Top 100 Global Innovators, 5-time winner<br/>                 Most innovative corporations and institutions in the world, 2016, 2017, 2019, 2019,2020<br/>                 Clarivate Analytics<br/>                 Overall IoT Company of the Year, 2020<br/>                 Top companies, technologies, and products in the global Internet of Things (IoT) market<br/>                 IoT Breakthrough<br/>                 Most Intelligent Building – Corporate Headquarters (Bee'ah's new headquarters in the UAE)<br/>                 Optimize energy efficiency, make the best use of available space and help the building's occupants be more productive<br/>                 Digie Award</p> <p><b>QUALITY / PRODUCTS</b><br/>                 Our organization participates in a wide range of activities and has been recognized in several unique areas. The following information highlights some key examples.<br/>                 Humanitarian Award, 2019<br/>                 Fire Commissioner's Humanitarian Award<br/>                 Fire Department of the City of New York Foundation Sustainability Product of the Year<br/>                 The YORK® Mission Critical Direct Evaporative Cooling Air Handling Unit in the 2019 Sustainability Awards. The awards honor those who have made sustainability an integral part of their business practice.<br/>                 The Business Intelligence Group<br/>                 Edison Award<br/>                 Environmentally Friendly Solutions sub-category of the Energy and Sustainability award category<br/>                 The Edison Awards annually honor excellence in human-centered design and innovation<br/>                 Five honors in the 2019 Brandon Hall Group Human Capital Management Excellence Awards<br/>                 Innovative learning solutions and sales training programs that help improve the human capital management space, achieve results and provide meaningful careers<br/>                 Brandon Hall Group<br/>                 YORK® YHAU CGN Absorption Chiller – Heater<br/>                 Use of a natural refrigerant (water) that offers zero ozone depletion and global warming potential<br/>                 New Products for Engineers<br/>                 2018 IW Best Plants Winner, Norman OK plant<br/>                 Operational excellence<br/>                 Industry Week<br/>                 Four 2019 World Class Briefing Awards for its excellence in management, planning, customer experience, and measurement<br/>                 Association of Briefing Program Managers<br/>                 Most Intelligent Building – Corporate Headquarters (Bee'ah's new headquarters in the UAE)<br/>                 Optimize energy efficiency, make the best use of available space and help the building's occupants be more productive<br/>                 Digie Award</p> <p><b>WORKFORCE DIVERSITY</b><br/>                 Grady Crosby, vice president of public affairs and chief diversity officer honored with the 2019 Business Champion award<br/>                 Commitment to creating a diverse and inclusive workforce<br/>                 African American Chamber of Commerce<br/>                 Top 50 Employers for Women Engineers, 2019<br/>                 Readers of Woman Engineer were asked to name the employers for whom they would most like to work or that they believe would provide a positive working environment for women<br/>                 Women Engineer<br/>                 50 Best Companies for Diversity Dec. 2018<br/>                 Black Enterprise Magazine Top Employer – China, 2019<br/>                 For exceptional employee conditions, nurturing and developing talent throughout all levels of the organization and striving to optimize its employment practices and to develop its employees<br/>                 Top Employers Institute, China 2019<br/>                 Best of the Best for U.S. Veterans<br/>                 Top Veteran-Friendly Companies<br/>                 U.S. Veteran's Magazine<br/>                 2019 Sustainability Awards and Recognition does not include most recognition bestowed to specific locations and individual employees by organizations around the world for our employees' work to build a sustainable world and does not include sustainability indices to which Johnson Controls was named. This list is representative but not exhaustive of global sustainability honors and awards.</p> |
| 19 | What percentage of your sales are to the governmental sector in the past three years  | 26%  |
| 20 | What percentage of your sales are to the education sector in the past three years   | 18%  |
| 21 | List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years? | NCPA - \$3,865,224<br>TIPS - \$2,281,196<br>NASPO - \$6,036,765<br>OMNIA - \$1,500,000 (1st yr of agreement)   |

|    |  |   |   |
|----|--|---|---|
| 22 | List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years? | GSA - 084 190CA \$11,680,149<br>GSA-03FAC 0060P \$5,131,971 | * |
|----|--|---|---|

**Table 4: References/Testimonials**

**Line Item 23.** Supply reference information from three customers who are eligible to be Sourcewell participating entities.

| Entity Name *              | Contact Name *  | Phone Number *                                      |   |
|----------------------------|-----------------|---|---|
| Brainerd Public Schools    | Earl Wolleat    | 218-454-6906<br>earl.wolleat@isd181.org             | * |
| Castlewood School District | Dawn Wiersma    | 605-793-2351<br>dawn.wiersma@k12.sd.us              | * |
| Watertown School District  | Heidi Clausen   | 605-882-6314<br>heidi.clausen@k12.sd.us             | * |
| Fort Bend County           | Taral Patel     | 281-341-8608<br>taral.patel@fortbendcountytexas.gov |   |
| Marshall County            | Roger Haugtvedt | 218-745-4951<br>rodger.haugtvedt@co.marshall.mn.us  |   |

**Table 5: Top Five Government or Education Customers**

**Line Item 24.** Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

| Entity Name                                  | Entity Type * | State / Province *             | Scope of Work *  | Size of Transactions *      | Dollar Volume Past Three Years * |   |
|--|---------------|--------------------------------|--|-----------------------------|----------------------------------|---|
| Western Regional Integrated Health Authority | Government    | NL - Newfoundland and Labrador | P3, service, controls  | \$322.00 – \$109,274,268.00 | \$109.3M                         | * |
| Corvias Group - Public Housing               | Government    | Florida - FL                   | Work for this entity took place in multiple states.<br>Performance Contracting infrastructure improvements | \$61,531 – \$43,968,914     | \$97M                            | * |
| CUNY - The City University of New York       | Education     | New York - NY                  | Service, Chiller plant upgrade, hot water BMS extension, security cameras, various infrastructure upgrades | \$5,620 – \$24,724,109      | \$35.9M                          | * |
| City of Toledo                               | Government    | Ohio - OH                      | Performance Contract, various HVAC upgrades, automated meters, controls, service                           | \$334 - \$75,390,135        | \$75.9M                          | * |
| School District of Philadelphia              | Education     | Pennsylvania - PA              | Performance Contract, fire alarm, controls, various mechanical HVAC equipment upgrades                     | \$3,986 - \$24,000,000      | \$64.4M                          | * |



**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

| Line Item | Question   | Response *  |
|-----------|--|---|
| 25        | Sales force.   | Johnson Controls has 1740 sales personnel in North America working out of more than 160 branch offices. Our sales professionals are full-time employees. Most of the North American employees are full time with less than 1.5% being temporary or part-time.   |
| 26        | Dealer network or other distribution methods.  | Johnson Controls, Inc. does utilize a minimal amount of Agents at strategic locations throughout the USA. These Agents will be required to work through a local branch when using the Sourcewell contract to ensure pricing integrity and contract compliance. For those dealers that eventually want to sell direct, they will be required to go through a training program and a contract modification will be submitted to add them as an approved Dealer/Agent.   |
| 27        | Service force.   | As mentioned previously, we understand the importance of having a local presence in the communities we serve. This is why we have over 4,800 front-line service providers nationwide in over 160 branch locations. These service providers are direct employees of Johnson Controls.  |
| 28        | Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.  | <p>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. In most North American locations, we have the capability to answer emergency calls within two hours of the original call if required by the customer. Once issues are logged via our 24-hour emergency number, a record of the emergency is made for tracking purposes, and a service team member or members will be dispatched to the site of the issue.</p> <p>We also provide next-day service for routine service calls. We guarantee to answer emergency calls within 24 hours of your call and have technicians available 24-hours a day, seven days a week.</p> <p>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.</p> <p>Some very remote locations may be more than 2-hours away from a service branch. In those cases, we may install additional technology to enable us to detect, analyze, and possibly remedy problems remotely. Another option is establishing a connection to our Remote Operations Center who can then detect, report, and fix problems as they occur. In some cases, we have subcontracted with a local firm that can provide service within the 2-hour window.</p> <p>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 systems, 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 the community of a local service provider.</p> <p>The Johnson Controls E-Service tool provides a customer portal where Sourcewell members can access information related to their building(s) and service jobs, including details about service history, service requests, agreements, and invoices. From the main portal page, they can also review news articles and connect directly to various offerings.</p> <p>Our service branches are certified to service a wide range of facility infrastructures including the following:</p> <ul style="list-style-type: none"> <li>Building automation control systems</li> <li>Chiller and refrigeration equipment</li> <li>Boilers and associated heating systems</li> <li>Air handling equipment and large fans</li> <li>Hydronic equipment including pumps and cooling towers</li> <li>Pneumatic air systems (control and process)</li> <li>Fire alarm systems</li> <li>Security and card access control systems</li> <li>Low and high voltage electrical systems</li> <li>Packaged rooftop units and unitary heat/cooling equipment</li> </ul> <p>Maintenance</p> <p>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 a 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.</p> <p>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 is equally important in a successful strategy.</p> <p>Reactive Maintenance<br/>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>Predictive Maintenance<br/>Checking the condition of the equipment as it operates. Equipment conditions, rather than time intervals, determine the need for service.</p> <p>Preventative Maintenance<br/>Scheduling maintenance at specific times offers the first line of defense against failure.</p> <p>Proactive Maintenance<br/>Addresses root causes identified by predictive methods. It isolates and corrects the sources of failure altogether.</p> |
| 29        | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.   | Johnson Controls will support all geographic areas and market sectors of the United States through the proposed contract. We will be offering and promoting an awarded contract to all Sourcewell member segments and verticals through the proposed contract.  |
| 30        | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.  | Johnson Controls frequently provides products and services to customers in Canada, and will gladly support Sourcewell Canadian members. We have successfully managed, engineered, and implemented more than \$550 million in performance contract projects across Canada, which represents over \$600 million in guaranteed savings. We have 20 branch offices located throughout Canada, which enables us to provide HVAC systems and services to all provinces, Yukon Territory, the Northwest Territories, and Nunavut.  |
| 31        | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.   | Johnson Controls can service all geographic areas of the United States and all Sourcewell Member sectors. We have an international presence and an extensive presence in the United States and Canada. We provide HVAC systems and services to all markets and sectors and have entire teams dedicated to State Government, Higher Education, K-12 Schools and Districts, Local Government, Federal Government, Healthcare, and Public Housing.   |
| 32        | Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract? | Johnson Controls, Inc. can service all geographic areas in North America across all entity sectors with no limitations.   |
| 33        | Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.   | Johnson Controls operates offices located in HI, AK, and US Territories. There will not be any additional charges to service customers located within these areas unless they are more than our standard branch response area of 1 hours' travel from the nearest Johnson Controls office.  |

**Table 7: Marketing Plan**

| Line Item | Question   | Response *   |
|-----------|--|--|
| 34        | Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response. | <p>Our proposed Sourcewell marketing plan includes a coordinated effort between Johnson Controls and Sourcewell. We will continue to market the SOURCEWELL program both internally and externally via our corporate websites. Brochures will be dispensed in both hard copy and electronic format. Our team's Cooperative Program Manager, Mr. Tom Staves, will continue to oversee the program. Mr. Staves will be responsible for driving growth. He will be assisted by the following personnel who have also been supporting Sourcewell in the past. The following sales personnel will assist with the training, promotion, and direct sales to SOURCEWELL clients:</p> <p>Ms. Mary Beth Alexander - Business Development Mgr.<br/>                     Ms. Melanie LeClair - Business Development Mgr.<br/>                     Ms. Hayley Nitschke - Marketing</p> <p>The Sourcewell Logo will be added to tradeshow banners and promoted locally and nationally via numerous tradeshows our personnel attends throughout the year. We will continue to promote Sourcewell via our website. We will also distribute a form to clients. The form will be used to request additional information or schedule a meeting with a sales representative.</p>   |
| 35        | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.  | <p>We use a variety of electronic platforms to ensure contract awareness and to continually educate customers on life safety in general. Some current updates that are in process include; having a strong digital component to our advertising program that includes pay-per-click advertising. Online banner advertising, e-newsletters, links to JohnsonControls.com from key websites. We continue to make significant investments in redesigning our website and implementing marketing automation software that integrates with salesforce.com.</p> <ul style="list-style-type: none"> <li>• Update our existing customer database files for known Sourcewell members</li> <li>• Continuous refresh/updates to the Internet (as stated, there will be a dedicated page to Sourcewell)</li> <li>• Conduct Emailer campaigns</li> <li>• We have launched a very successful webinar series "Learn from the Leader" that takes on a new industry-related topic once per quarter. Free for all that attend.</li> <li>• All Sourcewell customers will have access to Service Channel. A dedicated secure portal where inspection reports, will be uploaded, service calls can be placed, and can even check on the time until the technician arrives.</li> <li>• Will promote via newsletter and corporate announcement</li> </ul> |
| 36        | In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?                                | <p>Johnson Controls entities have had tremendous success with our previous Sourcewell awards. As you see we have many of the same customers still with us under Sourcewell and have greatly expanded the program. We continue to make improvements and build upon past successes and learn from our experiences. Affiliated companies including Johnson Controls Security Solutions, Johnson Controls Canada LP, and Tyco Integrated Fire and Security have the benefit of working from procedures that have been established by Johnson Controls Fire Protection.</p> <p>Our team is driven to provide efficient public service through our national contract purchasing solutions and other related programs. We are only able to do this as we work together; to create a unified purchasing alliance that is valued by both Sourcewell Members and contracted suppliers.</p> <p>We understand our sales staff will be responsible for the majority of the marketing responsibilities for this contract. We are positioned to continue to work together to support a wide range of Sourcewell clients.</p>  |
| 37        | Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.            | <p>Most of our products are designed, developed, and integrated to meet specific customer needs. SSNA products and services are purchased primarily through our local branch network.</p>  |

**Table 8: Value-Added Attributes**

| Line Item | Question   | Response *   |
|-----------|--|--|
| 38        | Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply. | <p>By partnering with Johnson Controls, Sourcewell members will have the ability to customize training to meet their needs. Our programs can be comprehensive to increase the self-sufficiency of staff or more focused to develop competencies where needed. We design our training programs in conjunction with our service offerings to protect customer investments while maximizing the efficiency of their operations. Through continuous support and professional development, we align our services with their mission.</p> <p>To create a truly focused learning experience, we carefully customize our training programs to align with your goals and objectives. To help determine what training will be required for your staff, we will work with you through a series of brief interviews and simple tests with representatives from maintenance supervisors, maintenance staff, facilities engineering, and quality control. The program steps include the following:</p> <ul style="list-style-type: none"> <li>Define current maintenance and operating procedures</li> <li>Define required maintenance and operating procedures required for new equipment</li> <li>Review training options with plant engineering and maintenance</li> <li>Determine and organize training programs, based on need and skill level, for functional groups within the facility (supervisors, maintenance staff, custodial, etc.)</li> <li>Perform training with each group using a mix of theory, hands-on practice, and maintenance manual application</li> <li>Record each session for future use by staff</li> <li>On a regular basis, repeat and redesign new needs and re-establish competency on old ones</li> </ul> <p>Johnson Controls Institute<br/>                     Professional instructors with industry experience, state-of-the-art equipment, and hands-on lab activities are hallmarks of the Johnson Controls Training Institute experience. The Institute has been widely regarded as one of the best educational sources in the building environments industry since its establishment in 1947. Each year, more than 4,000 clients and employees attend courses at our institute.</p> <p>Training is available on-site or at one of our many training centers across the U.S. On-site training features hands-on training on your own equipment. For a listing of courses, please visit our website at <a href="http://www.johnsoncontrols.com">www.johnsoncontrols.com</a>.</p> <p>Packaged Training Programs<br/>                     We realize that off-site classroom instruction is not always practical. For that reason, the Institute produces several packaged training programs to assist our clients. Convenient and effective in-house training is possible through a variety of instructional videotapes, sound/slide, and computer-based training programs produced by the Institute.</p> <p>The computer-based training programs use the power and flexibility of the computer to deliver an interactive learning experience. Interacting one-on-one with the computer, the student can gain a better working knowledge of HVAC systems, energy management concepts, and facilities management system operation. The student can review each modular lesson after the initial learning experience to refresh skills as needed.</p> <p>Branch and On-Site Instruction<br/>                     Because branch training can provide a more convenient and cost-effective alternative to our standard Institute locations, we have converted many of our more popular courses to branch training programs. We can also conduct select courses using remote seminars that allow group training of the client's facilities, systems, and equipment. On-staff Johnson Controls Institute instructors teach the remote seminars at client sites, our offices, or another convenient location depending on the needs of the client group. We use portable equipment simulators that enable employees to practice without jeopardizing building operations.</p> <p>Another option for on-site instruction is on-the-job training, which allows our engineers, technicians, and mechanics to provide instruction at your facilities. This training is excellent for practical and productive learning. Materials include course handbooks, on-site laboratory sessions, and examinations. Typical topics include energy management, HVAC systems maintenance, and facility management system operation. Finally, phone support and technical assistance are always available over the phone or during our normal client service visits.</p> |

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|----|---|--|
| 39 | Describe any technological advances that your proposed products or services offer.  | <p>Our latest technology deployment is OpenBlue, which is further described in Question 70. It is a complete suite of connected solutions that deliver impactful sustainability, new occupant experiences, and respectful safety and security that combines our 135 years of building expertise with cutting-edge technology. OpenBlue features a suite of tailored, AI-powered service solutions such as remote diagnostics, predictive maintenance, compliance monitoring, advanced risk assessments, and more.</p> <p>One of our more powerful and popular technological advances is our Connected Services. All microprocessor-based York chillers can be connected to our Remote Operations Center and monitored 24/7. This information will better prepare our chiller technicians during their service visits and alert them during abnormal operating conditions. Our team will truly be connected to your member's operations resulting in improved performance.</p> <p>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.</p> <p>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.</p> <p>This application also allows our customers to sign off on completed work, which is immediately available for viewing on the Customer Portal. This tool also gives our technicians access to the internet for updated information on third-party equipment and Johnson Controls compiled database on third-party equipment.</p>   |
| 40 | Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.   | <p>At Johnson Controls, we've been dedicated to protecting the environment since our invention of the electric thermostat in 1885, which provided a fundamental shift in the energy efficiency of buildings. Now, all over the world, our products and services empower customers and communities to consume less energy and conserve resources.</p> <p><b>Our Objectives</b><br/>Sustainability is an integral part of our vision and values. Our environmental efforts are conducted with the following objectives in mind:</p> <ul style="list-style-type: none"> <li>• Supporting our company's growth and exceeding our customers' increasing expectations for more sustainable products and services.</li> <li>• Fostering a culture of sustainability that engages and attracts people who want to make a difference.</li> <li>• Improving our operational efficiency, including lowering costs and reducing the environmental footprint of our operations and supply chain.</li> <li>• Expanding engagement with our stakeholders on environmental issues, including leading in global partnerships that increase the scale of our sustainability impact.</li> <li>• Demonstrating our commitment from the top, including the continued integration of sustainability into company goals and decision-making.</li> </ul> <p><b>Our Accomplishments</b><br/>Across our organization, we seek to continuously improve in our environmental work. We're proud and fortunate to have been included in more than 40 prestigious sustainability indexes in recent years.</p> <p>2020 World's Most Ethical Company. Our 13th year in a row to be so recognized—a record only 7 companies worldwide have ever achieved.</p> <p>100 Best Corporate Citizens, 2020. We achieved the rank of #3 in our category and #18 overall among the 100 Best Corporate Citizens for 2020, for environmental, social, and governance (ESG) transparency and performance. We were up against 1000 of the biggest companies in the US to achieve this ranking.</p> <p>MSCI AAA Status. This is Morgan Stanley's sustainability index. Only 5% of companies achieve AAA.</p> <p>S&amp;P 500 ESG Index. Even at a time when companies like Walmart, Twitter, and Honeywell were dropped from the S&amp;P index, we maintained our spot. We are included in the Dow Jones Sustainability Index as well.</p> <p>Here are just some of the reasons why we've received this recognition:</p> <ul style="list-style-type: none"> <li>• From 2002 through 2017, we are proud to have reduced our energy intensity by 47 percent and our greenhouse gas intensity by 41 percent.</li> <li>• Our efforts align with the United Nations Sustainable Development Goals, a universal call to action to end poverty, protect the planet and ensure that all people enjoy peace and prosperity.</li> <li>• We always strive to do more, which is why in 2017 we adopted a new 2025 Sustainability Strategy. 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 are committing to new, ambitious 2025 goals related to greenhouse gas emissions, energy, water, waste, safety, and diversity from a 2017 baseline.</li> </ul> |
| 41 | Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors. | <p>We are unaware of the Certification of independent products, however, Johnson Controls uses third-party software Process Map for our Environmental, Health, and Safety Information System (EHSIS) to track environment, health, and safety data from facilities worldwide. Data are reviewed routinely by qualified personnel, including the regular use of an internal audit process to check not only data in the system but also site-level checks of original records and other aspects. At times, we engage assistance from third-party environmental, health and safety, and ISO consultants for site-specific audits. This includes using, for some sites, certified registrars to validate and certify our operations to various quality, environmental, six sigma, and safety standards, e.g., ISO 9000, ISO 14001, OHSAS 18001. Additionally, filings with environmental, health and safety, and other regulatory agencies are routinely checked internally and by the applicable regulatory agency.</p>  |
| 42 | Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.    | <p>Johnson Controls is a leader in supplier diversity. Since 1993, we have spent more than \$22 billion with certified women- and minority-owned suppliers. Globally, we have included more than 300 diverse and historically underutilized companies into more than 30 product and service procurement categories to support our customer solutions.</p> <p>Johnson Controls' supplier diversity program is successful because of accountability, training, and supplier diversity processes that extend into our customer and supplier networks.</p> <p>Supplier diversity is approached as a discipline that is not confined to one department, geography, or an elite group of star performers. All of the operational, commercial, and advanced supplier diversity activities are tied together with standardized processes company-wide.</p>   |

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| 43 | <p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p> | <p>Sourcewell members can ensure their project produces significant energy savings and the highest return on investment by selecting a company with extensive HVAC System and Service experience and a nationwide branch network that ensures expert local service in every market in North America.</p> <p>Unparalleled Experience</p> <p>By selecting Johnson Controls, Inc. (Johnson Controls), Sourcewell members will engage an industry leader that has implemented over 3,000 ESPC projects over the past 30+ years and helped pioneer the ESPC industry in the 1980s. We are the national leader in HVAC Systems and services with a greater market share and more experience than any of our competitors. We currently hold over \$6 billion in performance-based guarantees through approximately 615 projects across North America.</p> <p>This experience ensures that Sourcewell members can realize a high-performance project that is designed, implemented, commissioned, and serviced by reliable experts that have successfully installed and service HVAC systems for other K- 12, higher-education, state, and local government bodies.</p> <p>We offer our customers the reliability and financial stability of a Fortune 100 company. Our sales for the fiscal year 2015 totaled \$37.2 billion. Our financial muscle is balanced by a strong code of ethics. For the tenth year in a row, Johnson Controls has been named one of the "World's Most Ethical Companies" by the Ethisphere Institute. Corporate Responsibility Magazine has also recognized Johnson Controls as the #14 company in its annual "100 Best Corporate Citizens" list.</p> <p>Our long history and proven capabilities illustrate that we can perform all phases of any project and provide Sourcewell member entities with the best value through equipment upgrades, equipment maintenance, and service, training, or any combination of service that you require.</p> <p>We Are Where You Are</p> <p>Our field service branch network of 4,500 front-line service providers in over 160 branch locations shows that although Johnson Controls has a large national and international footprint, we understand the importance of having a local presence in the communities we serve.</p> <p>Our extensive branch network is 100% company-owned and operated, which enables us to share resources, expertise, innovations, and corporate values throughout the entire branch network. This enables all of our branch employees to benefit from the experience and lessons learned on projects we perform across the nation and around the world. No other Energy Services Company (ESCO) has a similar network.</p> <p>By investing in local branch locations, we enable local decision-making authority that makes it easier to respond to the needs of customers in a timely manner. Our investment also helps support the communities where we live and work.</p> <p>Flexibility and Consistency</p> <p>Sourcewell members can benefit from our established and uniform development and implementation approaches that provide a consistent level of service and expedited delivery. We will apply the same management approach at a small-town school district, as we will for a world-renowned University or large state customer with highly dispersed facilities. This ensures that each project meets our standards of quality, safety, and maximum return on investment for our customers.</p> <p>With a large number of resources available to our teams, we are able to provide projects with additional staff to meet aggressive deadlines. Additionally, our ability to streamline the development, procurement, and implementation processes ensure faster upgrades of facilities so our customers will realize savings sooner.</p> <p>Safety</p> <p>At Johnson Controls, we realize safety is just as important to you as it is to us. From onsite field employees to corporate offices, safety is built into all the services we provide.</p> <p>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.</p> <p>Commitment to Diversity</p> <p>For any project we undertake, we endeavor to maximize participation from minority-owned and Historically Underutilized Businesses (HUBs). This is an increasingly important goal for many of our customers and benefits Johnson Controls by expanding our pool of available talent in each marketplace.</p> <p>We have more than 700 diverse suppliers representing more than 50 product and service categories. Approximately 7% of Johnson Controls' outside purchases are made with diverse suppliers and contractors with minority purchases making up approximately 80% of the spend. The remaining external purchases are from women-owned firms and firms designated by government agencies as small or disadvantaged businesses.</p> <p>Because of these efforts, Johnson Controls has joined the elite Billion Dollar Roundtable, an organization comprised of only 24 U.S. corporations that spend more than \$1 billion annually with minority- and women-owned businesses.</p> <p>Commitment to Sustainability</p> <p>Sustainability is a cornerstone of our business. We create sustainable solutions through all of our workstreams and practice what we preach as a corporation. Our corporate headquarters campus in Glendale, Wisconsin represents the largest concentration of LEED Platinum buildings with four awarded buildings in one site.</p> <p>Since 2002, we have publicly 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 2015 Sustainability Report is available for you to view online at:</p> <p><a href="http://www.johnsoncontrols.com/corporate-sustainability/reporting-and-policies/business-and-sustainability-report/environmental-leadership">http://www.johnsoncontrols.com/corporate-sustainability/reporting-and-policies/business-and-sustainability-report/environmental-leadership</a></p> |
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**Table 9A: Warranty**

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

| Line Item | Question  | Response *   |
|-----------|---|--|
| 44        | Do your warranties cover all products, parts, and labor?  | Our warranty structure is set forth to protect our clients against faulty products installed by or workmanship completed by our personnel. Our warranties cover all products, parts, and labor associated with the Johnson Controls installed or serviced system.  |
| 45        | Do your warranties impose usage restrictions or other limitations that adversely affect coverage?   | There are no usage limitations in our warranty system for Johnson Controls installed or serviced systems.  |
| 46        | Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?   | Technician travel time and mileage to perform warranty repairs are covered under our warranty program.   |
| 47        | Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair? | Due to the presence of our company-owned district offices throughout North America, we are not aware of any geographic region where we cannot provide warranty repair services.  |
| 48        | Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?  | As indicated above, our policy states we will warranty a system installed by our technicians for a period of 1 year from the date of the customer's beneficial use. Service parts carry a 90-day warranty from the date of installation by a qualified technician. Different manufacturers may offer their own equipment warranties that cover the replacement cost of specific system components  |
| 49        | What are your proposed exchange and return programs and policies?   | According to the specific terms of each client's agreement, we can exchange a faulty piece of equipment or system component under warranty for its current equivalent. Equipment that cannot be repaired, or that is part of a legacy system no longer supported, will be replaced at the client's request.  |
| 50        | Describe any service contract options for the items included in your proposal.  | <p><b>Maintenance</b><br/>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 a 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.</p> <p>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 is equally important in a successful strategy.</p> <p><b>Reactive Maintenance</b><br/>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><b>Predictive Maintenance</b><br/>Checking the condition of the equipment as it operates. Equipment conditions, rather than time intervals, determine the need for service.</p> <p><b>Preventative Maintenance</b><br/>Scheduling maintenance at specific times offers the first line of defense against failure.</p> <p><b>Proactive Maintenance</b><br/>Addresses root causes identified by predictive methods. It isolates and corrects the sources of failure altogether.</p> |

**Table 9B: Performance Standards or Guarantees**

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

| Line Item | Question   | Response *  |
|-----------|--|---|
| 51        | Describe any performance standards or guarantees that apply to your services                             | <p>Johnson Controls utilizes a total quality management approach across Canada and throughout North America. Johnson Controls develops a clear picture of our customer's definition of quality service, from that we generate a defined set of objectives that form the basis of our performance standard.</p> <p>This method will ensure that Johnson Controls clearly understands and proactively participates in exceeding all of a customer's goals, and in our ability in achieving your expectations for customer satisfaction.</p> <p>Johnson Controls team and individual performance goals are set to a level exceeding the customer's acceptable performance standard. Performance evaluations are based on the team's success in achieving overall project goals; thus, teams are motivated to apply persistent, dedicated, and focused effort to overachieve their goals.</p> <p>Our Performance Infrastructure team provides guarantees for our Performance Contracting projects.</p> <p>For a Performance Contract, Johnson Controls guarantees the savings amount in the contract.</p> <ul style="list-style-type: none"> <li>- We begin monitoring the savings performance at the onset of the construction period and continue throughout the guarantee period. At the same time, we suggest and implement operational enhancements to fine-tune the overall performance.</li> <li>- We monitor savings during the year, produce scheduled reports that describe the results and reconcile the guarantee at the end of each year (or as dictated by the M&amp;V plan).</li> <li>- If the dollar savings are equal to or greater than the guarantee amount, customers receive all of the excess benefits. If there is a shortfall, Johnson Controls will pay the difference between the actual and the guaranteed amount in the form of a check or as additional equipment and services.</li> <li>- We repeat the annual tracking and reconciliation process each year throughout the term of the agreement.</li> </ul> |
| 52        | Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.) | A schedule of values is provided with each proposal that provides details of the service or product being provided, outlines timelines, billing, and responsible parties. There are standard communication and response time protocols that will be outlined at the task-order level.   |



**Table 10: Payment Terms and Financing Options**

| Line Item | Question  | Response *   |
|-----------|---|--|
| 53        | Describe your payment terms and accepted payment methods?   | Payment terms are NPR 30 for all invoices. For contracting sales, a schedule of values will be outlined regarding payment intervals throughout the installation process including after-warranty PSA.  |
| 54        | Describe any leasing or financing options available for use by educational or governmental entities.  | It is the intent of Johnson Controls to utilize Sourcewell Approved Leasing Vendor NCL for potential financing of our Sourcewell opportunities.<br>Our organization offers various financial solutions in an effort to remain focused on the financing needs of its customers. Program offerings include:<br>Direct Purchase<br>Fair Market Value (FMV) Purchase Option<br>10% Purchase Option   |
| 55        | Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders. | Systems and Services North America has a wholly-owned branch network that provides proposals directly to customers for requested product or service purchases. Each proposal procured through the Sourcewell contract will be marked in Salesforce as a Sourcewell Cooperative and will have the Sourcewell contract number and will be logged. Additionally, services are quoted and tracked using the Sourcewell "buying group" Upon customer award and invoiced, these sales will be reported to Sourcewell quarterly |
| 56        | Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.  | Johnson Controls will utilize standard commercial quoting tools when quoting Sourcewell opportunities. The primary systemic tools utilized to build proposals are Selection Navigator, Yorkworks, and NxGen when quoting services. Standard JCI commercial terms are incorporated into these proposals.  |
| 57        | Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?  | We do accept P-card procurement and payment, and we do not pass on any fees to the customer.   |

**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

| Line Item | Question  | Response *   |
|-----------|---|--|
| 58        | Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.                              | This agreement will apply to all Johnson Controls Systems and Services North America (SSNA) branches across the United States. Johnson Controls strives to be a company that is easy to do business with. Therefore, our approach for this opportunity is to keep our pricing model simple, easy to use, and transparent.<br><br>Labor Rates<br>For labor rates, each branch location has published street labor rates that are competitive in their local markets. We will be using the approach discounting 10% off of our local branch published street rates (benchmark: Our labor pricing approach is the same approach utilized by Johnson Controls for GSA Schedule 84, which can be used by most state and local government entities). Local labor rates change annually.<br><br>Equipment, Controls, and Solutions<br>For equipment, controls, fire / Security alarm, and parts manufactured by Johnson Controls, our approach is to discount off of our North American List Price (NALP) or List Price depending upon the pricing tool being utilized.<br>For outside purchased HVAC equipment, controls, fire, security, technology equipment, and miscellaneous components, our approach is to mark up over our cost.<br>HVAC Specialty Air Quality Products are custom built, so pricing will vary<br>For miscellaneous 3rd party parts, mechanical subcontracts, electrical subcontracts, piping subcontracts, insulation subcontracts, job services such as cranes, facilities assessments, job specific tools, management & engineering services and surveys, our approach is to mark up over our cost as verified by 3rd party invoice to Johnson Controls. |
| 59        | Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.  | Discounts vary based on equipment and labor. Maximum equipment discounts are 55%.  |
| 60        | Describe any quantity or volume discounts or rebate programs that you offer.  | Volume discounts will be considered on a project-by-project basis. Most SSNA solutions are customized for each facility and do not qualify for volume discounts.   |
| 61        | Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.  | We supply these items at cost + 30%.   |
| 62        | Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer. | Proficiency and Risk (PR) Fee:<br><br>Due to unforeseen conditions and/or circumstances on all proposals Johnson Controls includes PR assessments. The PR fee averages 5%, of the total sell price depending on the risk it could be as high as 10% or as low as 2%.<br><br>In our existing Sourcewell Contract 030817-JHN, this PR Fee has consistently been included in our proposals under miscellaneous as it is part of our systemic pricing tools. Johnson Controls wants to provide customers with complete transparency of our pricing.  |
| 63        | If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.  | Shipping costs are included, as is disposal.   |
| 64        | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.   | Shipping costs are included in the price.  |
| 65        | Describe any unique distribution and/or delivery methods or options offered in your proposal.   | We strive to achieve just-in-time delivery to avoid storage costs and costs associated with damage that can occur when equipment and parts are stored on-site or in a facility for any length of time. Additionally, we do not enforce your warranty until we reach substantial completion. This helps save our customers a little money by not starting the warranty period too early when the system is not yet in use.  |

**Table 12: Pricing Offered**

| Line Item | The Pricing Offered in this Proposal is: *  | Comments   |
|-----------|---|--|
| 66        | b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments. | Pricing methodology is similar to that of past award. Both B and C apply to our response. Depending upon the opportunity discounts are equal to or better than we offer to GPO's and other cooperatives. It is Johnson Controls policy to standardize pricing across Cooperatives and GPO agreements and enable the branch offices to negotiate the additional discounts on an opportunity by opportunity basis. |

**Table 13: Audit and Administrative Fee**

| Line Item | Question   | Response *  |
|-----------|--|---|
| 67        | Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.                                | Pricing calculations under the Sourcewell contract will leverage estimating tools with defined pricing discounts for Sourcewell members. This pricing methodology makes it easy for our field organization and customers to understand pricing practices. Pricing transparency is provided to the customer with each Sourcewell proposal including reference to the Sourcewell contract. Pricing for large sales often has multiple reviews (sales, sales management, and cooperative program office). Small transactional sales are sample reviewed by the cooperative program office. If a pricing discrepancy would be identified all sales by that sales rep through the Sourcewell contract would be self-audited. The sales reporting and administrative fee remittance function are independent of the field sales organization. Fee processing is completed by a centralized GPO and cooperative processing team. This process will help to eliminate issues relating to unreported sales or missing fees under the Sourcewell contract. The centralized team utilizes data contained with our Customer Relationship Management system, booking system, and cooperative proposal log to help ensure completeness in sales reporting and fee submission. |
| 68        | If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.  | Johnson Controls has established KPI's for evaluating the performance of our Cooperative Program. These internal metrics are comprised of data from both sales and finance. For example, one key metric that we utilize is the number of sales representatives that have an active Sourcewell proposal in the Sales Force pipeline  |
| 69        | Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.) | Johnson Controls proposes a 1% administrative fee. On significant opportunities, we would like to leave open our ability to further negotiate a reduction on a case-by-case basis.  |

**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

| Line Item | Question  | Response *  |
|-----------|---|---|
| 70        | Provide a detailed description of the equipment, products, and services that you are offering in your proposal. | <p>Due to character limitation on the Bid Portal, please see the "Table 14A – Depth and Breadth of Offer Equipment Products and Services" document for complete details.</p> <p>Although we have the unique capacity to self-perform most work, we also have the contract management expertise to know when it is appropriate to outsource some functions. Please see our "Subcontracting Scope of Work" document uploaded as an attachment to this response.</p> <p>HVAC System Design, Installation, and Service<br/>                     HVAC Systems:<br/>                     - Standard Air Handling Units (AHUs), Customer AHUs, AMI Modular AHUs<br/>                     - Inefficient air handling unit replacement<br/>                     - HVAC system redesign<br/>                     - Variable frequency drives<br/>                     - Heat recovery systems<br/>                     - Low leakage air dampers<br/>                     - Variable air volume systems<br/>                     - Inlet vanes for centrifugal fan<br/>                     - Demand control ventilation<br/>                     - Exhaust fans<br/>                     - Fan coil units<br/>                     - Motor replacement<br/>                     - Unit heaters/ventilators<br/>                     - Computer room unit optimization<br/>                     - Four-pipe system to two-pipe system<br/>                     - Variable volume system upgrades<br/>                     - System recommissioning<br/>                     - Duct Free Mini Split Systems<br/>                     - Invertors<br/>                     - Pumps<br/>                     - Indoor Air Quality Products and Devices: Active polarization, non-ionizing, electronic air cleaning systems intended to replace passive filtration<br/>                     - Rooftop units<br/>                     - Heat pumps<br/>                     - PTACs<br/>                     - Water source heat pumps<br/>                     - Air Terminal Devices and Heating Products<br/>                     - Lighting systems-disinfectant lighting (UVC light tech) for air handlers</p> <p>Cooling Systems:<br/>                     - Scroll, Rotary, Centrifugal, Reciprocating, Air-Cooled Chillers, Water-Cooled Chillers, Condensing Units, and Absorption Chillers<br/>                     - Chiller replacements<br/>                     - Gas fire centrifugal chillers<br/>                     - Low load chiller<br/>                     - CFC containment conversions<br/>                     - Tower free cooling<br/>                     - Commercial refrigeration</p> |

- Cooling tower upgrade
- Two speed fan motors
- Variable pitch blade cooling tower fan
- Thermal energy storage systems
- Reclaim A.C. heat rejection
- Variable flow system upgrade
- Air-Cooled Variable Refrigerant Flow Systems
- Chilled water temperature reset
- Humidity control
- Absorption chiller
- Gas-fired chiller
- Condenser auto-cleaning
- Conversion to primary secondary, including VSD on pumps
- Cooling towers De-centralization/centralization
- Free cooling

Energy Management and Control Systems:

- In-room control systems
- Direct digital controls
- Pneumatic control conversion
- Manual valves to automatic valves
- Air compressors
- Lab fume hood control
- Multi-system integration
- Load shedding
- Demand management
- Staging / lead-lag
- Optimum start / stop

Heating Systems:

- Heating system redesign and optimization
- Boiler replacement
- Electric to gas fired boiler
- High efficient modular boilers
- Low load boiler
- Burner replacement
- Dual fuel burners
- Oil atomizing burners
- Boiler stack heat reclaim
- Perimeter radiation
- High efficient domestic water heaters
- Gas line turbulators
- Temperature reset control
- Electric heating to gas
- Piping insulation
- Boiler stack reclaim
- Boiler system de-centralization
- Aerator replacement with O2 scavenger
- Automated water treatment
- Condensate recovery

Performance Contracting

- Energy Conservation Measures
- Investment Grade Audits
- Infrastructure Upgrades

OpenBlue

Building Systems

- Building Management System
- Access Control System
- Lighting
- HVAC
- Floor plans

Integrated Workplace Management Systems

- Meeting rooms (size, location, amenities)
- Desk (reservable, status)
- Assets (type and location)
- Other spaces
- Frictionless Access Control
- Facial Recognition
- Skin temperature scanning solution
- Facemask detection
- Thermal imaging, UV sanitizing gates, contact tracing, touchless visitor management

Enterprise IT Systems

- HR & IT System
- Active Directory
- Microsoft Exchange
- CMMS

Third Party Offerings

- Sensors
- Space Scheduler
- Mobile Access
- Parking management
- Travel options (bus, train, car)
- Weather, traffic, stock prices

OpenBlue Healthy Buildings

- OpenBlue Dynamic Spaces
- Face Mask Detection
- Social Distance Monitoring and Contact Tracing
- Intelligent Frictionless Access Control

OpenBlue Companion

- OpenBlue Clean Air
- OpenBlue Location Manager
- OpenBlue Enterprise Management
- OpenBlue Digital Twin
- OpenBlue Secure
- OpenBlue Tailored Services Suite

Smart City Programs



- Traffic analysis
  - Security Cameras
  - Proximity Sensors
  - Pedestrian Counters
  - Digital signage and speakers
  - Gunshot detection
- Utility Meters
- Water Meters
  - Electric Meters
  - Utility billing analysis
  - Utility rate improvements
  - Meter consolidation
  - Electric power factor correction
  - Automatic Meter Reading (AMR)
  - Advanced Metering Infrastructure (AMI) technology – Full scale implementation
  - Meter accuracy improvements
  - Meter typing & sizing upgrades
  - Automatic leak detection system
  - Customer web portal
  - SCADA upgrades
- Distribution Systems and Cogeneration Plants
- Central Utility Plants
  - Cogeneration/CHP Systems
  - Central cooling plant
- Lighting Systems
- Lighting Products: Intelligent lighting, connected lighting, streetlighting, intelligent street lighting, decorative lighting, human-centric lighting, specialty lighting, safety lighting, disinfectant lighting, and commercial lighting.
  - Interior Lighting:
    - o Linear Fluorescent Upgrades: New LED fixtures, LED retrofit kits, LED tubes
    - o CFL/INC/HID Upgrades: New LED fixtures, LED retrofit kits, LED re-lamps
    - o High Bay Fixtures: New LED fixtures
  - Exterior Lighting:
    - o Building Mounted: Wall packs, floods, canopy
    - o Pole Mounted: Area and street lights, Post top decorative, High mast, Parking garages
  - Lighting Controls:
    - o Room based controls: occupancy sensors, Photocell sensors
    - o Stand-alone Networked controls
    - o Integrated Networked controls with BAS
    - o Smart City controls
  - Human-Centric Lighting (HCL): HCL systems combine intelligent lighting control with LED lamps and fixtures that have the ability to change their color temperature and intensity. Light varies during the day according to the natural lighting cycle:
    - o Low light levels and low CCTs (Correlated Colour Temperature) in the early morning
    - o High light levels and high CCTs at midday (up to 10,000 K)
    - o Low light levels and low CCTs during evening
    - o Extremely low light levels and a medium CCT under moonlight
  - Smart Building-Wide Lighting Control
  - Building Automation System Integration
  - Business Optimization
- Building Envelope Systems
- Window glazing
  - Tinted window film
  - Energy efficient windows
  - Window and door weather stripping and caulking
  - Revolving doors
  - Air curtains
  - Automatic door closers
  - Roofing
  - Insulate walls, roof, floor, soffit
  - Caulk pipe penetrations
  - Seal ceiling to roof gap
  - Solar radiation reduction
  - Reflective coating to roof
  - Weatherproofing
- Water and Sewage Systems
- Water Conservation
- Retrofit flush valves, showerheads, faucets, toilets
  - Automated water systems
  - Cooling tower retrofits
  - Ice machine upgrades
  - High efficiency domestic water heaters
  - Waste heat recovery
- Water Supply/Treatment/Distribution
- Raw water pumping
  - High service pumps
  - Backwash water pumps (filtration plants)
  - Water control systems
  - Plumbing systems
  - Irrigation systems
  - Domestic water
  - Rain water harvesting
- Wastewater Collection and Treatment
- Wastewater lift pumps
  - Aeration system improvements (diffusers, controls, blowers)
  - Digester gas to energy projects
  - Digester improvements
- Flood Control
- Flood control systems
  - Flood monitoring systems
  - Integrated traffic control and monitoring systems
- Renewable Energy Systems
- Solar photovoltaic
  - Wind turbines

- Geothermal heat pumps
- Microgrid
- Energy storage
- Solar daylighting
- Biomass plants
- Solar thermal pool heating
- Solar thermal domestic water heating
- Solar transpired walls
  
- Distributed Energy Storage
- Battery Power Stationary Storage
- Energy Storage System - In-Building
- Modular Container Distributed Energy Storage System
- Thermal Energy Storage Systems
- Ice Storage
  
- Sewer Heat Recovery
- Waste Heat Recovery and Urban Biogas Utilization
  
- Microgrids
  
- Connected Technologies
- Audio-Visual
- Data Cabling
- LAN/WAN/Voice
- Distributed Antenna Systems
- Nurse Call Systems
- Security Systems
- HL7 Integrations
  
- Pool Systems/Environment and Recreational Spaces
- Additional Systems
- Loading dock air curtains
- Ceiling systems
- Electrical power systems
- Emergency generators
- Turbine generators
- Switch gear
- Elevator modernization
- Waste management
- Waste compactors
- Red bag waste
- Pool covers and pool heat recovery
- Air and water balance
- Power factor correction
- Fleet management
- Start-up and commissioning
- High efficiency water heating
- Instantaneous hot water heating and removal of large storage tanks
- Waste heat recovery for dryers and kitchens
- Conversion of electric kitchen equipment to gas
- Water savings measures for kitchen and laundry
- Ozonated laundry upgrades
- Kitchen equipment
- Dishwasher replacement
- Walk-in coolers optimization
- Exhaust system optimization
- Kitchen design
- Laundry systems
  
- Service and Maintenance
  
- Public Relations
  
- Security
- 24/7 remote monitoring
- Access control
- Advanced video surveillance
- Intrusion detection
  
- Fire, Life-Safety & Hazard Protection
- Fire alarm systems
- Fire sprinkler systems
- Fire suppression systems
- Mass notification systems
- Special hazard solutions
- Extinguishers
- Mass Notification
- Special Hazard
- Sprinkler
  
- Operational Intelligence & Loss Prevention
- Information management solutions
- Real-time location systems (RTLS) for asset management
- Video and traffic analytics

|    |  |  |
|----|--|--|
| 71 | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | <ul style="list-style-type: none"> <li>- Renewable Technologies</li> <li>- Indoor Air Quality</li> <li>- Lighting Systems</li> <li>- Energy Efficiency</li> <li>- Greenhouse Gas Reduction</li> <li>- Smart Building Technologies</li> <li>- Smart City Technologies</li> <li>- Artificial Intelligence</li> <li>- Security</li> <li>- Connected Technologies</li> <li>- Energy Storage</li> <li>- Microgrids</li> <li>- HVAC Equipment</li> <li>- Controls</li> <li>- Building Automation Systems</li> <li>- Energy Management Systems</li> <li>- Operational Intelligence and Asset Management</li> <li>- Fire alarm and suppression</li> <li>- Security</li> <li>- Extinguishers</li> <li>- Sprinkler</li> <li>- Mass Notification</li> <li>- Special Hazard</li> </ul> |
|----|--|--|

**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

| Line Item | Category or Type  | Offered *  | Comments  |
|-----------|---|--|---|
| 72        | HVAC, IAQ, and water heating or treatment infrastructure, equipment, components, products, parts, and related technology  | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | See attachment 14A - Depth and Breadth of Offer Equipment Products and Services |
| 73        | Sensors, controls, thermostats, gauges, and system automation or management products and technology   | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | See attachment 14A - Depth and Breadth of Offer Equipment Products and Services |
| 74        | Services related to the offering of the solutions described in Lines 72 and 73 of Table 14B above, including installation, maintenance, repair, refurbishment, replacement, system upgrades, emergency or short-term HVAC equipment rental, assessment, integration, training, support, and customization | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | See attachment 14A - Depth and Breadth of Offer Equipment Products and Services |

**Exceptions to Terms, Conditions, or Specifications Form**

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

**Documents**

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
  2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
  3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
  4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Sourcewell Pricing Table 07 01 21 Final Rev.docx - Wednesday June 30, 2021 14:58:28
  - [Financial Strength and Stability](#) - 2020-10-k-for-jci-site.pdf - Monday June 28, 2021 14:57:33 [Marketing Plan/Samples](#) - Marketing Doc.pdf - Tuesday June 29, 2021 09:58:10
  - [WMBE/MBE/SBE or Related Certificates](#) (optional)
  - [Warranty Information](#) - Project Warranty Letter.pdf - Monday June 28, 2021 16:09:35
  - [Standard Transaction Document Samples](#) - HS HP Upgrade and Service Sample Proposals.pdf - Monday June 28, 2021 15:40:04
  - [Upload Additional Document](#) - Table 2 Certification and Table 14A Additional Info.zip - Tuesday June 29, 2021 10:31:24

**Addenda, Terms and Conditions**

**PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcwell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcwell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcwell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcwell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jeremy Rainwater, VP & GM HVAC and Controls North America, Johnson Controls, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes  No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

| File Name   | I have reviewed the below addendum and attachments (if applicable) | Pages |
|---|--|-------|
| <b>Addendum_4_HVAC_Systems_Services_RFP_070121</b><br>Tue June 22 2021 04:10 PM | <input checked="" type="checkbox"/>                                | 1     |
| <b>Addendum_3_HVAC_Systems_Services_RFP_070121</b><br>Wed May 26 2021 04:55 PM  | <input checked="" type="checkbox"/>                                | 1     |
| <b>Addendum_2_HVAC_Systems_Services_RFP_070121</b><br>Tue May 18 2021 03:45 PM  | <input checked="" type="checkbox"/>                                | 1     |
| <b>Addendum_1_HVAC_Systems_Services_RFP_070121</b><br>Mon May 17 2021 01:50 PM  | <input checked="" type="checkbox"/>                                | 1     |

## **AGREEMENT**

THIS AGREEMENT IS MADE AND ENTERED INTO THIS 30<sup>th</sup> DAY OF September, 2022, by and between the Sacramento City Unified School District ("District") and Johnson Controls, Inc. or "JCI" ("Contractor") ("Agreement").

**WITNESSETH:** That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

- 1. The Work:** Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

**PROJECT: METASYS (HVAC CONTROL UPGRADE) AT WOODBINE**

It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents including, without limitation, the Drawings and Specifications and submission of all documents required to secure funding or by the Division of the State Architect for close-out of the Project, under the direction and supervision of, and subject to the approval of, the District or its authorized representative.

- 2. The Contract Documents:** The complete Contract consists of all Contract Documents as defined in the General Conditions, the JCI Rider to Installation Agreement dated June 15, 2022 ("Rider"), and the Memorandum of Understanding between JCI and the District dated February 28, 2022 ("MOU") all of which are incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
- 3. Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 18 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.
- 4. Time for Completion:** It is hereby understood and agreed that the work under this contract shall be completed within per the Project Schedule "HVAC Metasys Upgrades Inc 1 Phase 2 Various Schools" ("Contract Time") from the date specified in the District's Notice to Proceed.

**5. Completion-Extension of Time:** Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.

**6. Liquidated Damages:** Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of Five Hundred dollars (\$500) per day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work. It is hereby understood and agreed that this amount is not a penalty.

In the event that any portion of the liquidated damages is not paid to the District, the District may deduct that amount from any money due or that may become due the Contractor under this Agreement. The District's right to assess liquidated damages is as indicated herein and in the General Conditions.

The time during which the Contract is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the District may grant. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

**7. Loss Or Damage:** The District and its authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold the District and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.

**8. Insurance and Bonds:** Before commencing the Work, Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.

**9. Prosecution of Work:** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

**10. Authority of Architect, Project Inspector, and DSA:** Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), and the Division of the State Architect have authority to approve and/or stop Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the

California Code of Regulations, and all applicable laws. The Contractor shall be liable for any delay caused by its non-compliant Work.

- 11. Assignment of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
- 12. Classification of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type C-20 Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
- 13. Registration as Public Works Contractor:** The Contractor and all Subcontractors currently are registered as public works contractors with the Department of Industrial Relations, State of California, in accordance with Labor Code section 1771.4.
- 14. Payment of Prevailing Wages:** The Contractor and all Subcontractors shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.
- 15. Labor Compliance:** This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and Title 8 of the California Code of Regulations. Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of Division 2, Part 7, Chapter 1, of the Labor Code, including, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate electronic certified payroll records as required by the Contract Documents, or the District may not issue payment.
- 16. Contract Price:** In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

**Three Hundred Seven Thousand Seven Hundred Five and 57/100 Dollars  
(\$307,705.57)**

which sum is to be deducted from the V-Pac Credit [OR] applied toward the V-Pac Balance described in the MOU, according to the schedule provided by the Contractor and accepted by the District and subject to additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s).

- 17. Severability:** If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

**JOHNSON CONTROLS, INC.**

**SACRAMENTO CITY UNIFIED  
SCHOOL DISTRICT**

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

\_\_\_\_\_  
By: Rose Ramos

Title:

Title: Chief Business Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

NOTE: If the party executing this Contract is a corporation, a certified copy of the by-laws, or of the resolution of the Board of Directors, authorizing the officers of said corporation to execute the Contract and the bonds required thereby must be attached hereto.

END OF DOCUMENT





**Johnson Controls  
Rider to Installation Agreement**

This Rider is made as of **October 12, 2022** by and between **Johnson Controls, Inc.** ("Johnson Controls") and Sacramento City Unified School District ("Customer") and amends the Metasys (HVAC Control Upgrade) at Woodbine (the "Agreement"). This Rider is effective as of the date of last signature below. The provisions of this Rider supersede and replace any other agreement or agreements between Johnson Controls and Customer with respect to the subject matters covered by this Rider and constitutes the entire agreement of the parties on the subject matter hereof.

- 1. **Indemnity.** Section 14.2.1 of the General Conditions only, shall be replaced with the following: Johnson Controls agrees to indemnify Customer, its board members, officers, representatives, contractors, agents, and employees, in both individual and official capacities for all damages, losses and expenses with respect to any third-party claims, including those for personal injury, including death, or tangible property damage but only to the extent such damages, losses and expenses are caused by the negligent acts or willful misconduct of Johnson Controls in fulfilling its obligations under this agreement. In the event Johnson Controls is obligated to indemnify Customer as set forth above, Johnson Controls has the right but not the obligation to defend Customer against third-party claims. If Johnson Controls elects to undertake such defense, then Johnson Controls shall have exclusive control over the defense.
- 2. **Waiver of Consequential Damages.** **IN NO EVENT, WHETHER IN CONTRACT, TORT OR OTHERWISE (INCLUDING BREACH OF WARRANTY, NEGLIGENCE, PRODUCT LIABILITY AND STRICT LIABILITY IN TORT), WILL JOHNSON CONTROLS AND ITS AFFILIATES AND THEIR RESPECTIVE PERSONNEL, SUPPLIERS AND VENDORS BE LIABLE TO CUSTOMER (DIRECTLY OR INDIRECTLY) UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY ARISING FROM, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR ANY: (A) SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES (WITH LIQUIDATED DAMAGES NOT BEING WAIVED BY THIS PARAGRAPH); (B) LOST PROFITS, REVENUES, DATA, CUSTOMER OPPORTUNITIES, BUSINESS, ANTICIPATED SAVINGS, OR GOODWILL; (C) BUSINESS INTERRUPTION; OR (D) DATA LOSS OR OTHER LOSSES ARISING FROM VIRUSES, RANSOMWARE, CYBERATTACKS OR FAILURES OR INTERRUPTIONS TO NETWORK SYSTEMS.**
- 3. **Insurance.** Johnson Controls shall maintain insurance to cover its proportionate share of liability in amounts set forth below in full force and effect at all times until the (a) obligations under the Agreement have been completed or (b) the Agreement is cancelled or terminated, and shall provide a certificate evidencing such coverage promptly following a Customer's request.

| <u>COVERAGES</u>                             | <u>LIMITS OF LIABILITY</u>                          |
|--|---|
| Workmen's Compensation Insurance             | Statutory   |
| Commercial General Liability Insurance       | \$1,000,000 Per Occurrence<br>\$2,000,000 Aggregate |
| Comprehensive Automobile Liability Insurance | \$1,000,000 Combined Single Limit                   |

The above limits may be obtained through primary and excess policies and may be subject to self-insured retentions.

Any insurance protection afforded to the Customer under this policy will be limited to the terms of the certificate of insurance and/or endorsement and will not expand upon, alter, supplant, or supersede Johnson Controls' contractual obligations hereunder including any indemnification obligations. The amount payable under the policy will be the lesser of the amount required by the contract and the limits provided by the policy.

Customer shall maintain all insurance coverage that 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.

- 4. **Payment.** All undisputed amounts 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 disputed amounts are due and payable upon resolution. All other amounts remain due within thirty (30) days. Work performed on a time and material basis shall be at Johnson Controls' then-prevailing rate for material, labor, and related items, in effect at the time supplied under this Agreement. Johnson Controls shall invoice Customer for progress payments to 100% percent based upon equipment delivered or stored, and services performed. In the event project duration exceeds one month, Johnson Controls reserves the right to submit partial invoices for progress payments for work completed at the project site. Customer agrees to pay any progress invoices in accordance with the payment terms set forth herein. Customer's

failure to make payment when due is a material breach of this Agreement and will give Johnson Controls, without prejudice to any other right or remedy, the right to (a) stop performing any Services and/or withhold further deliveries of Equipment and other materials; terminate or suspend any unpaid software licenses; and/or terminate this Agreement; and (b) charge Customer interest on the amounts unpaid at a rate equal to the lesser of 1.5% per month or the maximum rate permitted under applicable law, until payment is made in full. Customer agrees to pay all of Johnson Controls reasonable collection costs, including legal fees and expenses. Customer agrees to pay a deposit equal to 30% of the project sell price (pre-tax) prior to Johnson Controls providing any labor or materials on the project.

5. **Force Majeure.** Johnson Controls shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to perform under this Agreement, caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is an event beyond the reasonable control of Johnson Controls, foreseeable or unforeseeable, including, without limitation, acts of God, severe weather, declared or undeclared natural disasters, acts or omissions of any governmental authority including change in applicable law, epidemics, pandemics, disease, viruses, quarantines or other public health risks and/or responses, strikes, lock-outs, labor shortages or disputes, an increase of 5% or more in tariffs, fires, explosions or other casualties, thefts, vandalism, civil disturbances, riots, war, terrorism, power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation. If Johnson Controls' performance is delayed, impacted, or prevented by a Force Majeure Event or, its continued effects, Johnson Controls shall be excused from performance under the Agreement. If Johnson Controls is delayed in achieving any scheduled milestones due to a Force Majeure Event, Johnson Controls will be entitled to extend such milestones by the amount of time Johnson Controls was delayed as a result of such event.

Sacramento City Unified School District

Johnson Controls, Inc.

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

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

By: Rose Ramos

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

Title: CBO

Title: \_\_\_\_\_

June 9, 2022

**Attention:** Mike Taxara at SCUSD

**Subject:** SCUSD – Metasys Upgrades Inc 1 Phase 2

Johnson Controls is pleased to provide the following proposal:

**This scope of work is based on the following bidding documents:**

- Plans: None
- Spec: 27 00 00 Telecom and Raceway, 26 05 33.13 Conduit and Fittings, 23 09 00 BACS Spec – as confirmed via email to the district 3.22.22
- Job walks with Mike at SCUSD and Chris Cuff at KMM and Zac Dillow with JCI.
- No formal criteria docs were given, the scope below is JCI’s understanding of the verbal discussions and is the limit of what JCI will perform.
- JCI has checked for unit counts via 5 different means
  - SCUSD Provided Maintenance Sheets
  - Counts using Google Map Images
  - Air Table Unit Counts provided by CECI
  - Air Table Room Counts as provided by CECI
  - Job Walks with the customer

The counts below is the counts as discovered by JCI via the means above. If after JCI engineering we discover fewer units than proposed – JCI will offer a credit corresponding to the change.

**Method of Procedure:**

The goal of this scope of work is to remove and replace the dysfunctional KMC and Allerton control systems at the sites shown below in a like for like manner. We aim to do this a little impact to school function as possible. This will require a combination of normal hours and off hours work. JCI will build the Metasys system in parallel with the existing systems performing as much of the wiring, programming, commissioning as possible prior to “cut over” where we will start to take actual control of the mechanical systems piece by piece.

Preliminary Engineering – Per site, JCI will generate a set of controls submittal documents that outline the points, material, terminations diagrams and sequence of operation (including economizer control) for each piece of equipment. JCI will identify mounting locations for the field controllers and the location of the JCI engine and the proposed trunk routing (which may mean having the SNE in the middle of trunk vs the end of line). JCI will include a preliminary schedule for each site. JCI will include a graphics and MUI submittal. This will require site walks by JCI and our subs. Prior to beginning any work or ordering any material – JCI will review these documents with SCUSD, and upon SCUSD approval these submittals will become the formal scope of work document to be referred too.

The first step will be building the Metasys BACnet network on each campus. During normal hours (where allowable) JCI will install a new Network Engine for each site – connect it to power and SCUSD Network. We will then run conduit/rigid on the exterior of the buildings to each piece of roof mounted or grade mounted rooftop equipment. JCI will re-use existing pathways as allowable.

The second step will be preparing each piece of mechanical equipment for cut over. JCI will install during normal hours (as allowable) a new enclosure with a JCI controller in it. JCI will power this controller using the existing 24V power source assumed available on the RTU equipment. JCI will install the various SCUSD required monitoring sensors on the unit, connect them to the JCI controller. JCI will prep the controller to land at the manufacture terminal strip for control of heating, cooling and fan – but not perform the actual termination work until cut over.



The third step will be a pre-functional test of the network. Having the engine installed, controllers powered up and connected to the engine – JCI will download controllers and perform check out of the monitoring sensors that we can. JCI will check bus integrity and proper controls communication with the head end. JCI will also perform the head end work – generating the user views, graphics and MUI configurations for the sites. At this point the system will be “online” but a lot of the points will be “offline” as they will exist in the software – but will not exist in reality as we have not performed cut over yet. The goal of this step is to have everything ready such that when the terminal point does get connected during that cut over – it will “know where to go” in the software and the ??? question marks will turn to actual data with values as measured by sensors in the space.

The 4<sup>th</sup> step will be the cut over step. This work will be performed off hours and is the moment JCI will disconnect existing control and bring full control to Metasys. JCI will perform work in the class room and administrative spaces, installing zone temperature sensors, zone CO2 sensors, terminating at the thermostat interface on the RTU and taking over control of the economizer (where applicable). Once everything is now connected, and terminations verified – JCI will perform another functional test of the unit commanding heating, cooling, fan and visually confirming the RTU receives and responds to these commands. JCI will confirm the user interface, graphics and MUI get populated with the now connected data. JCI will also confirm the SCUSD specialty sequences (Auto Demand Response, Smoke Mode, Virus Mode) on a global basis – commanding the site into the various mode, but only visually inspecting a handful of units. This step will take multiple evenings and weekends with JCI performing as many of the cutovers as we can in a workday. JCI will cut over units and ensure they are functional by 7am the following day or by 7am Monday for work performed over the weekend.

In the event that a unit fails its functional test, JCI will reconnect the existing controls infrastructure as it was, diagnose and retry at a later time.

Step 5 will be demolition of the existing system. Once the entire campus is complete. JCI will perform demolition of the existing controls system. JCI will remove all wire associated with the existing system, demo all controllers, sensors, enclosures, power supplies and crate them for delivery to the owner. Work exterior to the building will be normal hours and work interior to the building will be off hours. The only thing that will remain of the old system is the pathway that connected it.

Customer Checkout – The final step will be walking the site with SCUSD and performing a customer checkout of the system. It will also include sitting with the district at the head end and reviewing the user interface, graphics and MUI configuration. The customer at this point will have an opportunity to challenge, test, explore, as questions on the installation generating a punch list. JCI will remediate any of these punch list items and after completion of the, the warranty period will begin.

Post Engineering – JCI will provide a set of as builts with final trunk mapping to the customer to serve as record documents for SCUSD. This as builts will include a copy of the completed punch list.

Warranty – JCI warrants our work for a period of 1 year labor and 3 years material. Material warranty begins at time of manufacture (date code as published on the JCI controller).

*This information is confidential between JCI and SCUSD and not to be shared outside of these negotiations. They represent the intellectual property of JCI engineering the approach to the task at hand.*

#### **Method of Procedure – Summer work**

JCI intends to complete some of the sites during the summer. We would like to reserve this for the more complex sites such as high schools with larger footprints and more complex HVAC systems. Seeing there will be no students

Johnson Controls Inc.  
Building Efficiency, Branch 110  
103 Woodmere Rd Suite #110, Folsom CA 95630  
Tel 916 294-8800 Fax 916 294-8889

DIR: 1000000593  
CL#: 22445



during the summer – the goal to have units back online by 7am is no longer a requirement. As such – JCI will follow a traditional construction process starting with complete demo of the existing system, installation of the new system leveraging existing pathway as deemed appropriate (JCI will still pull brand new cable) and ending with programming, functional testing and commissioning of the system. All pre/post engineering activities will remain the same. All customer checkout/warranty will remain the same. The actual sites to be performed over the summer will be determined per the KMM schedule as verified by JCI.

# SEE SEPARATE CONTRACT

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## Sutterville

| Qty | Description  |
|-----|--|
| 1   | Site Engineering to generate<br>-Controls submittals with drawings, points lists, SOO's, controller locations, proposed trunk mapping<br>-Identify any asbestos concerns<br>-Confirm quantity of economizers JCI will take over<br>-Confirm if pathway exists to portables<br>-Generate as-built submittals for SCUSD record   |
| 1   | Coordination meeting with customer for review of JCI submittals to confirm scope of work   |
| 1   | Site walk with customer after completion to generate punch list  |
| 1   | SCUSD custom sequences<br>-Virus Mode<br>-Smoke Mode<br>-Auto DR<br>-Optimized start/stop<br>-FDD on all economizers taken over by JCI   |
| 1   | Outside air temperature sensor for site  |
| 1   | New SNE1050 in enclosure<br>-Requires IP address provided by SCUSD<br>-Engine will be installed in the middle of the trunk for ease of trunk installation  |
| 12  | Control of package rooftop equipment<br>-New NEMA 3R Enclosure with CGM mounted inside<br>-Interlock to unit terminal strip to command heat, cool, fan<br>-Discharge air temperature<br>-Return air temperature<br>-Compressor Amperage sensor<br>-Fan amperage sensor<br>-New damper actuator for (e) Outside Air damper with damper feedback<br>-Zone Temperature Sensor – SA Bus<br>-Zone CO2 sensor – SA Bus |
| 15  | Control of BARD Portable Units<br>-New NEMA 3R Enclosure with CGM mounted inside<br>-Interlock to unit terminal strip to command heat, cool, fan<br>-Discharge air temperature<br>-Return air temperature<br>-Compressor Amperage sensor<br>-Fan amperage sensor<br>-New damper actuator for (e) Outside Air damper with damper feedback<br>-Zone Temperature Sensor – SA Bus<br>-Zone CO2 sensor – SA Bus       |

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- 2 Control of Split System Furnace
  - New NEMA 3R Enclosure with CGM mounted inside
  - Interlock to unit terminal strip to command heat, cool, fan
  - Discharge air temperature
  - Return air temperature
  - Compressor Amperage sensor
  - Fan amperage sensor
  - New damper actuator for (e) Outside Air damper with damper feedback
  - Zone Temperature Sensor – SA Bus
  - Zone CO2 sensor – SA Bus
  
- 1 Loytech Zones for Portables
  - Loytech BACnet MS/TP to IP converter
  - NEMA 1 Can with Key Lock and perf liner
  - Plug in power supply (requires JCI utilizing a single gang socket to power device)

| <u>Summary</u>            | <u>Sourcewell Cost</u> |                   |
|---------------------------|------------------------|-------------------|
| Material                  | \$                     | 65,065.24         |
| JCI Labor                 | \$                     | 50,479.70         |
| Subcontractor Graphics    | \$                     | 1,098.24          |
| Market Value Installer    | \$                     | 161,869.64        |
| Profficiency and Risk     | \$                     | 27,851.28         |
|                           |                        |                   |
|                           |                        |                   |
| <b><u>Grand Total</u></b> | <b>\$</b>              | <b>306,364.11</b> |

## Woodbine

| Qty | Description  |
|-----|--|
| 1   | Site Engineering to generate<br>-Controls submittals with drawings, points lists, SOO's, controller locations, proposed trunk mapping<br>-Identify any asbestos concerns<br>-Confirm quantity of economizers JCI will take over<br>-Confirm if pathway exists to portables<br>-Generate as-built submittals for SCUSD record   |
| 1   | Coordination meeting with customer for review of JCI submittals to confirm scope of work   |
| 1   | Site walk with customer after completion to generate punch list  |
| 1   | SCUSD custom sequences<br>-Virus Mode<br>-Smoke Mode<br>-Auto DR<br>-Optimized start/stop<br>-FDD on all economizers taken over by JCI   |
| 1   | Outside air temperature sensor for site  |
| 1   | New SNE1050 in enclosure<br>-Requires IP address provided by SCUSD<br>-Engine will be installed in the middle of the trunk for ease of trunk installation  |
| 13  | Control of package rooftop equipment<br>-New NEMA 3R Enclosure with CGM mounted inside<br>-Interlock to unit terminal strip to command heat, cool, fan<br>-Discharge air temperature<br>-Return air temperature<br>-Compressor Amperage sensor<br>-Fan amperage sensor<br>-New damper actuator for (e) Outside Air damper with damper feedback<br>-Zone Temperature Sensor – SA Bus<br>-Zone CO2 sensor – SA Bus |
| 15  | Control of BARD Portable Units<br>-New NEMA 3R Enclosure with CGM mounted inside<br>-Interlock to unit terminal strip to command heat, cool, fan<br>-Discharge air temperature<br>-Return air temperature<br>-Compressor Amperage sensor<br>-Fan amperage sensor<br>-New damper actuator for (e) Outside Air damper with damper feedback<br>-Zone Temperature Sensor – SA Bus<br>-Zone CO2 sensor – SA Bus       |



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- 1 Control of Split System Furnace
  - New NEMA 3R Enclosure with CGM mounted inside
  - Interlock to unit terminal strip to command heat, cool, fan
  - Discharge air temperature
  - Return air temperature
  - Compressor Amperage sensor
  - Fan amperage sensor
  - New damper actuator for (e) Outside Air damper with damper feedback
  - Zone Temperature Sensor – SA Bus
  - Zone CO2 sensor – SA Bus
  
- 1 Loytech Zones for Portables
  - Loytech BACnet MS/TP to IP converter
  - NEMA 1 Can with Key Lock and perf liner
  - Plug in power supply (requires JCI utilizing a single gang socket to power device)

| <u>Summary</u>            | <u>Sourcewell Cost</u> |                   |
|---------------------------|------------------------|-------------------|
| Material                  | \$                     | 71,930.82         |
| JCI Labor                 | \$                     | 50,479.70         |
| Subcontractor Graphics    | \$                     | 1,098.24          |
| Market Value Installer    | \$                     | 156,223.58        |
| Profficiency and Risk     | \$                     | 27,973.23         |
|                           |                        |                   |
| <b><u>Grand Total</u></b> | <b>\$</b>              | <b>307,705.57</b> |

# SEE SEPARATE CONTRACT

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Tel 916 294-8800 Fax 916 294-8889

DIR: 100000593  
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## New Joseph Bonnheim Community Charter

| Qty | Description  |
|-----|--|
| 1   | Site Engineering to generate<br>-Controls submittals with drawings, points lists, SOO's, controller locations, proposed trunk mapping<br>-Identify any asbestos concerns<br>-Confirm quantity of economizers JCI will take over<br>-Confirm if pathway exists to portables<br>-Generate as-built submittals for SCUSD record   |
| 1   | Coordination meeting with customer for review of JCI submittals to confirm scope of work   |
| 1   | Site walk with customer after completion to generate punch list  |
| 1   | SCUSD custom sequences<br>-Virus Mode<br>-Smoke Mode<br>-Auto DR<br>-Optimized start/stop<br>-FDD on all economizers taken over by JCI   |
| 1   | Outside air temperature sensor for site  |
| 1   | New SNE1050 in enclosure<br>-Requires IP address provided by SCUSD<br>-Engine will be installed in the middle of the trunk for ease of trunk installation  |
| 16  | Control of package rooftop equipment<br>-New NEMA 3R Enclosure with CGM mounted inside<br>-Interlock to unit terminal strip to command heat, cool, fan<br>-Discharge air temperature<br>-Return air temperature<br>-Compressor Amperage sensor<br>-Fan amperage sensor<br>-New damper actuator for (e) Outside Air damper with damper feedback<br>-Zone Temperature Sensor – SA Bus<br>-Zone CO2 sensor – SA Bus |
| 16  | Control of BARD Portable Units<br>-New NEMA 3R Enclosure with CGM mounted inside<br>-Interlock to unit terminal strip to command heat, cool, fan<br>-Discharge air temperature<br>-Return air temperature<br>-Compressor Amperage sensor<br>-Fan amperage sensor<br>-New damper actuator for (e) Outside Air damper with damper feedback<br>-Zone Temperature Sensor – SA Bus<br>-Zone CO2 sensor – SA Bus       |

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 Building Efficiency, Branch 110  
 103 Woodmere Rd Suite #110, Folsom CA 95630  
 Tel 916 294-8800 Fax 916 294-8889

DIR: 1000000593  
 CL#: 22445



- 2 Control of Split System Furnace
  - New NEMA 3R Enclosure with CGM mounted inside
  - Interlock to unit terminal strip to command heat, cool, fan
  - Discharge air temperature
  - Return air temperature
  - Compressor Amperage sensor
  - Fan amperage sensor
  - New damper actuator for (e) Outside Air damper with damper feedback
  - Zone Temperature Sensor – SA Bus
  - Zone CO2 sensor – SA Bus
  
- 2 Loytech Zones for Portables
  - Loytech BACnet MS/TP to IP converter
  - NEMA 1 Can with Key Lock and perf liner
  - Plug in power supply (requires JCI utilizing a single gang socket to power device)

| <u>Summary</u>            | <u>Sourcewell Cost</u> |                          |
|---------------------------|------------------------|--------------------------|
| Material                  | \$                     | 48,997.06                |
| JCI Labor                 | \$                     | 58,482.97                |
| Subcontractor Graphics    | \$                     | 1,098.24                 |
| Market Value Installer    | \$                     | 161,972.35               |
| Profficiency and Risk     | \$                     | 27,055.06                |
|                           |                        |                          |
|                           |                        |                          |
| <b><u>Grand Total</u></b> | <b><u>\$</u></b>       | <b><u>297,605.68</u></b> |

**Total Price for ALL Inc 1 Phase 2 Group 2 Sites \$911,675.36**

## Clarifications/Exclusions/Terms and Conditions

### Clarifications:

1. All work outside of the classroom will be done normal hours
  - a. Inclusive of work on roof, work in telecom/electrical rooms, work in exterior hallways.
2. All work inside the classroom will be done off hours
3. During the scope of work – SCUSD will be required to interface to 2 systems to control a site as we incrementally cut over equipment to Metasys
4. Rigid on roof – EMT conduit elsewhere – plenum rated where concealed
5. New pathway in the classroom will be surface mount wire mold – Plastic 2300 mechanically fastened. New back boxes for sensors will be plastic surface mount.
6. JCI will provide NEW WIRE for all devices. JCI will not leverage existing wire, only existing pathway.
7. JCI will Stop Work when we encounter any Asbestos on the site. Asbestos remediation is by others. JCI will not resume work until asbestos has been abated. This is per JCI safety policy.
8. JCI will take over economizer control with a new JCI actuator as feasible. During site engineering, if discovered that spaces are too cramped for a new actuator – JCI will make it known to the district and provide a credit to remove that from the SOW or ADD to perform the mechanical work required to take control of the OA damper.
9. Temperature Sensors to be NSB8BTN141-0 – white, warm cool adjust, no display, no occupancy, no JCI logo
10. Separate CO2 sensors to be NSB8BNC041-0 – white, CO2 only, no display, no JCI logo
11. JCI will provide 120V power insofar as to power network engine only
12. JCI will provide network cable insofar as to connect network engine to the telecom room only
13. Upon further review – a TEC option for the project is more expensive and not recommended. The TEC option requires more after hours work and significantly decreases the amount of pre-commissioning JCI can perform as TEC will not be able to come online prior to step 4. While there is a material savings, the net increase in afterhours labor for TEC installation and commissioning negates and overcomes any material savings. Furthermore, the TEC does not future proof the district for any custom programming they may need in the future and have required in the past.
14. **Priced per Sourcewell (Formerly NJPA) Contract #070121-JHN**
15. Per communication from Mike – all equipment enclosures are NEMA 3R with lockable key, whether indoor or outdoor. This however does NOT apply to the SNE panel or network equipment panels (Loytech) – these will be the JCI standard panels which are NEMA 1. JCI expects most controllers will be installed outdoors on equipment.
16. The counts noted on this proposal is the finite number of units JCI will take control over. If fewer or additional units are discovered during engineering walks – the district that their discretion can add/remove units to the scope via change order.

### Exclusions:

1. Any and all 120V wiring outside of powering the engine
2. Any and all door status or window status monitoring
3. Any and all occupancy sensors – programming occupied standby mode
4. Installing CO2 sensors 5ft from operable doors/windows.
5. Updating any of the controls system to meet current code – JCI's understanding is this is a maintenance project removing and replacing aging/dysfunctional systems with a new Metasys system – Like for Like
6. Professional engineering services to confirm sites comply with current code. JCI does not have stamped PE's on staff and cannot offer this service
7. JCI excludes upgrading/changing/enhancing any existing pathway we may use in our work.



8. Work with 3<sup>rd</sup> party commissioning agents
9. Customer training. SCUSD is an experienced user and we don't not feel any training is required.
10. Mechanical upgrades – JCI excludes doing any mechanical work. All mechanical equipment is assumed to be functioning. This includes repairing dampers, replacing economizers, changing unit controllers, swapping out compressors etc.
11. Taking control of exhaust fans
12. Taking control of kitchen hoods
13. Taking control of mini splits
14. CO2 display in the space
15. Temperature display in the space
16. Relocating CO2 sensors, they will be placed either right next to or right below the (e) temperature sensors.
17. Providing new network or power infrastructure (switches, breakers etc).
18. Indicator light to alert if CO2 in the space is over a certain value

Thank You! As always call with any comments, questions or concerns.

*Quote valid for 30 days*

Zac Dillow

HVAC Systems Sales Engineer – Johnson Controls  
925-719-7785 (mobile)  
Zachary.j.dillow@jci.com

|  |       |
|--|-------|
| <b>CUSTOMER APPROVAL:</b>  |       |
| Total Price:   | _____ |
| Customer Name:   | _____ |
| Company:   | _____ |
| Signature (*)  | _____ |
| Date:  | _____ |
| <small>* By signing this proposal, you agree to purchase the bill of material as described in this proposal document, pursuant to the attached standard terms and conditions and for the Total Price documented on the above line.</small> |       |

## Standard Terms and Conditions

**(1) AGREEMENT AND LIMITATIONS.** This document (the "Agreement") sets forth the terms and conditions of any sale by Seller of the specified product, equipment or services indicated on the reverse side hereof or attachment and is expressly made conditional on the assent of Buyer (hereinafter "Buyer") to these Standard Terms and Conditions. Buyer's acceptance of any part of the product, equipment or services sold or Buyer's instructions to Seller to begin work or to ship any product or equipment after receipt of these Standards Terms and Conditions shall constitute such assent, and a waiver of all terms and conditions in its purchase order or similar document which are different from or additional to those set forth herein. Seller's failure to object to provisions contained in any communication from Buyer shall not be deemed a waiver of these Standard Terms and Conditions. References to "products" or "equipment" herein shall mean the product and equipment to be furnished by Seller as identified on the applicable Seller Quotation. These Standard Terms and Conditions may be modified or rescinded only by a writing signed by authorized representatives of both Seller and Buyer.

**(2) TERMINATION OR MODIFICATION.** Accepted orders may be cancelled or modified by Buyer only with Seller's express written consent. If cancellation or modification is allowed, Buyer agrees to pay to Seller all expenses incurred and damage sustained by Seller on account of such cancellation or modification, plus a reasonable profit.

**(3) PRICE, SHIPMENT, AND PAYMENT.** Prices on accepted orders are firm for a period of 90 days from date of acceptance. Prices for products may be adjusted by Seller, upon notice to Buyer at any time prior to shipment, to reflect any increase in Seller's cost of raw materials (e.g., steel, aluminum) incurred by Seller after issuance of Seller's applicable proposal or quotation. Price and delivery is F.O.B. point of manufacture, unless otherwise provided. Unless otherwise agreed to in writing by Seller, all payments are due net thirty (30) days from the date of invoice. Seller may, at its sole option, have the right to make any delivery under this Agreement payable on a cash or payment guarantee before-shipment basis. In the case of export sales, unless otherwise agreed to in writing by Seller, all payments are to be by means of a confirmed irrevocable letter of credit. Invoicing disputes must be identified in writing within 21 days of the date of invoice. Payments of any disputed amounts are due and payable upon resolution. All other amounts remain due within 30 days. In the event of Buyer's default, the balance of any outstanding amounts will be immediately due and payable. Failure to make payments when due will give Seller, without prejudice to any other right or remedy, the right to: (i) stop performing any services, withhold deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or terminate this Agreement; and (ii) charge Buyer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. Shipments to Buyer with outstanding invoices unpaid after thirty (30) days will be suspended until all overdue invoices are paid or be made on a cash-in-advance basis only, in Seller's sole discretion.

**(4) DEPOSIT.** Buyer agrees to pay a deposit equal to 50% of the sell price (pre-tax) prior to Seller performing work. Seller will generate an invoice for the 50% deposit within three business days after Seller's receipt of a written agreement or order from Buyer. Seller will not commence work until receipt of the deposit.

**(5) TAXES.** All prices exclude federal, harmonized, state/provincial and local use, sales or similar applicable taxes. Such taxes, if applicable, will appear as separate items on the invoice unless Buyer provides a tax exemption certificate that is acceptable to taxing authorities.

**(6) DELIVERY.** The delivery date(s) provided by Seller for the product and equipment is only an estimate and is based upon prompt receipt of all necessary information from Buyer. The delivery date(s) is subject to and shall be extended by delays caused by strikes, fires, accidents, shortages of labor or materials, embargoes, or delays in transportation, compliance with government agency or official requests, or any other similar or dissimilar cause beyond the reasonable control of Seller. FAILURE TO DELIVER WITHIN THE TIME ESTIMATED SHALL NOT BE A MATERIAL BREACH OF CONTRACT ON SELLER'S PART. If Buyer causes Seller to delay shipment or completion of the product or equipment, Seller shall be entitled to any and all extra cost and expenses resulting from such delay.

**(7) LIMITED WARRANTY.** Seller warrants that the product and equipment furnished by Seller under this Agreement will be of good quality and that the services provided by Seller will be provided in a good and workmanlike manner for a period of twelve (12) months from initial product startup, or eighteen (18) months from product shipment, whichever occurs first (the "Warranty Period") unless such Warranty Period is modified by Seller's proposal. Alongside this limited warranty, for all new York™ air or water-cooled chillers and/or Metasys™ building automation systems installed in the US and Canada and sold through Seller owned and operated branches, Seller also provides a Year One Service Agreement for such equipment, the scope, limitations, terms and conditions of which are at <https://www.johnsoncontrols.com/yearoneservice> (collectively, "Year One Service"). Seller will not provide a credit against purchase price if offered Year One Service is declined. No warranty is provided for third-party products and equipment installed or furnished by Seller. Such products and equipment are provided with the third-party manufacturer's warranty to the extent available, and Seller will transfer the benefits together with all limitations of that manufacturer's warranty to Buyer. This warranty does not cover failures caused in whole or in part by (i) improper installation or maintenance performed by anyone other than Seller; (ii) improper use or application; (iii) corrosion; (iv) normal deterioration; (v) operation beyond rated capacity, (vi) the use of replacement parts or lubricants which do not meet or exceed Seller's specifications, or (vii) if Seller's serial numbers or warranty date decals have been removed or altered. To qualify for warranty consideration for products or equipment, at the earlier of the Buyer's discovery of the defect or the time at which the Buyer should have discovered the defect; Buyer must immediately notify Seller in writing for instructions on warranty procedures. Seller's sole obligation for defective services shall be to repair or to replace defective parts or to properly redo defective services. All replaced equipment becomes Seller's property. **THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHICH ARE HEREBY DISCLAIMED. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** Seller makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity or will detect the presence of, or eliminate, treat, or mitigate the spread, transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

**(8) INDEMNIFICATION, REMEDIES AND LIMITATIONS OF LIABILITY.** In addition to Paragraph 8 below regarding patents, Buyer agrees that Seller shall be responsible only for such injury, loss, or damage caused by the intentional misconduct or the negligent act or omission of Seller. In the event Buyer claims Seller has breached any of its obligations under the Agreement, whether of warranty or otherwise, Seller may request the return of the goods and tender to Buyer the purchase price theretofore paid by Buyer, and in such event, Seller shall have no further obligation under the Agreement except to refund such purchase price upon redelivery of the goods. If Seller so requests the return of the goods, the goods shall be redelivered to Seller in accordance with Seller's instructions and at Seller's expense. The remedies contained in these Standard Terms and Conditions shall constitute the sole recourse of Buyer against Seller for breach of any of Seller's obligations under the Agreement, whether of warranty or otherwise. **To the maximum extent permitted by law, in no event shall Seller and its affiliates and their respective personnel, suppliers and vendors ("JCI Parties") be liable to Buyer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any: (a) special, indirect, incidental, punitive, or consequential damages; (b) lost profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. In any case, the entire aggregate liability of the JCI Parties under this Agreement for all damages, losses and causes of action, whether in contract, tort (including negligence), or otherwise shall be limited to the purchase price paid by Buyer hereunder.**

**(9) PATENTS.** Seller shall defend, or at its option settle, any action against Buyer brought by a third party to the extent that the action is based upon a claim that the products or equipment provided under the Agreement in the United States infringes any U.S. patents or copyrights 9or in Canada infringes on any Canadian patents or copyrights), or misappropriates any trade secrets of a third party ("Claim"), provided that: (i) Buyer gives Seller prompt written notice of any such Claim, (ii) Buyer gives Seller full authority to defend or settle any such Claim, and (iii) Buyer gives Seller proper and full information and assistance, at Seller's expense (except for Buyer's employees' time) to defend or settle any such Claim. Seller will pay those costs and damages finally awarded against Buyer in the action that are specifically attributable to the claim or those costs and damages agreed to in a monetary settlement of the action. **THE FOREGOING IS IN LIEU OF ANY WARRANTIES OF NON-INFRINGEMENT, WHICH ARE HEREBY DISCLAIMED.** The foregoing obligation of Seller does not apply with respect to products or equipment or portions or components thereof (a) not supplied by Seller, (b) made in whole or in part in accordance to Buyer or owner specifications, (c) which are modified after shipment by Seller, if the alleged infringement related to such modification, (d) combined with other products, processes or materials where the alleged infringement relates to such combination, (e) where Buyer continues allegedly infringing activity after being notified thereof and/or after being informed of modifications that would have avoided the alleged infringement without significant loss of performance or functionality, or (f) where Buyer's use of the product or equipment is incident to an infringement not resulting primarily from the product or equipment; Buyer will indemnify Seller and its officers, directors, agents, and employees from all damages, settlements, attorneys' fees and expenses related to a claim of infringement, misappropriation, defamation, violation of rights of publicity or privacy excluded from Seller's indemnity obligation herein.

**(10) GOVERNING LAW.** For any goods or work performed in the U.S., the formation and performance of the Agreement shall be governed by the laws of the State of Wisconsin, U.S.A. For any goods or work performed in Canada, the Agreement shall be governed by the laws of Ontario. Other than claims for unpaid contract amounts by Seller, any action for breach of the Agreement or any covenant or warranty must be commenced within one year after the cause of action has accrued unless such provision is not permitted by applicable law.

**(11) DISPUTE RESOLUTION.** Seller shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. The venue for any such arbitration shall be in Milwaukee, Wisconsin for U.S. sales, and Toronto, Ontario for Canadian sales. The arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. In the event the matter is submitted to a court, Seller and Buyer hereby agree to waive their right to trial by jury and covenant that neither of them will request trial by jury in any such litigation. Buyer will pay all of Seller's reasonable collection costs (including legal fees and expenses).

Johnson Controls Inc.  
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DIR: 100000593  
CL#: 22445



**(12) SOFTWARE AND DIGITAL SERVICES.** Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Seller's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Seller and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

**(13) PRIVACY. Seller as Processor:** Where Seller factually acts as Processor of Personal Data on behalf of Buyer (as such terms are defined in the DPA) the terms at [www.johnsoncontrols.com/dpa](http://www.johnsoncontrols.com/dpa) ("DPA") shall apply. **Seller as Controller:** Seller will collect, process and transfer certain personal data of Buyer and its personnel related to the business relationship between it and Buyer (for example names, email addresses, telephone numbers) as controller and in accordance with Seller's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Buyer acknowledges Seller's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Buyer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Seller is mandatorily required from Buyer's personnel under applicable law, Buyer warrants and represents that it has obtained such consent.

**(14) CONNECTED EQUIPMENT SERVICES.** Certain equipment sold hereunder includes by default Seller's Connected Equipment Services. Connected Equipment Services is a data-analytics and monitoring Software platform that uses a cellular or network connection to gather equipment performance data to assist Seller in advising Buyer on (and Buyer in better understanding) such equipment's health, performance or potential malfunction. **If Buyer's equipment includes Connected Equipment Services, such services will be on by default and the remote connection will continue to connect to Buyer's Equipment through the full equipment lifecycle, unless Buyer specifically requests in writing that Seller disable the remote connection or Seller discontinues or removes such remote connection.** For more information on whether your particular equipment includes Connected Equipment Services, a subscription to such services and the cost, if any, of such subscription, please see your applicable order, quote, proposal, or purchase documentation or talk to your Seller sales representative. If Buyer's equipment includes Connected Equipment Services, Seller will provide a cellular modem or other gateway device ("Gateway Device") owned by Seller or Buyer will supply a network connection suitable to establish a remote connection with Buyer's applicable equipment to permit Seller to use Connected Equipment Services to perform first-year and extended warranty services as well as other services, including troubleshooting, quarterly health reports, remote diagnostic and monitoring and aftermarket services. For certain subscriptions, Buyer will be able to access equipment information from a mobile or smart device using Connected Equipment Service's mobile or web app. Any Gateway Devices provided hereunder shall remain Seller's property, and Seller may upon reasonable notice access and remove such Gateway Device and discontinue services in accordance with the Software Terms. If Buyer does not permit Seller to connect via a connection validated by Seller for the equipment or the connection is disconnected by Buyer, and a service representative must therefore be dispatched to the Buyer site, then the Buyer will pay Seller at Seller's then-current standard applicable contract regular time and/or overtime rate for services performed by the service representative. Seller disclaims any obligation to advise Buyer of any possible equipment error or malfunction. **Buyer acknowledges that, while Connected Equipment Services generally improve equipment performance and services, Connected Equipment Services does not prevent all potential malfunction, insure against all loss or guarantee a certain level of performance and that Seller shall not be responsible for any injury, loss, or damage caused by any act or omission of Seller related to or arising from the monitoring of the equipment under Connected Equipment Services.**

**(15) MISCELLANEOUS**

**(a) CHANGES OF CONSTRUCTION AND DESIGN:** Seller reserves the right to change or revise the construction and design of the products or equipment purchased by Buyer, without liability or obligation to incorporate such changes to products or equipment ordered by Buyer unless specifically agreed upon in writing reasonably in advance of the delivery date for such products or equipment. Buyer agrees to bear the expense of meeting any changes or modifications in the scope of this Agreement or in local code requirements which become effective after Seller has accepted Buyer's order.

**(b) CHARACTER OF PRODUCT AND SECURITY INTEREST:** The goods delivered by Seller under the terms of the Agreement shall remain personal property and retain its character as such no matter in what manner affixed or attached to any structure or property. Buyer grants Seller a security interest in said goods, any replacement parts and any proceeds thereof until all sums due Seller have been paid to it in cash. This security interest shall secure all indebtedness or obligations of whatsoever nature now or hereafter owing Buyer to Seller. Buyer shall pay all expenses of any nature whatsoever incurred by Seller in connection with said security interest. Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall be subject to the mechanics lien legislation applicable to the location where the work will be performed.

**(c) INSURANCE:** Buyer agrees to insure the goods delivered under the Agreement in an amount at least equal to the purchase price against loss or damage from fire, wind, water or other causes. The insurance policies are to be made payable to Seller and Buyer in accordance with their respective interests, and when issued are to be delivered to Seller and held by it. Failure to take out and maintain such insurance shall entitle Seller to declare the entire purchase price to be immediately due and payable and shall also entitle Seller to recover possession of said goods.

**(d) INSTALLATION:** If installation by the Seller is included within the Seller's Quotation, Buyer shall provide all of the following at its own expense and at all times pertinent to the installation: i) free, dry, and reasonable access to Buyer's premises; and ii) proper foundations, lighting, power, water and storage facilities reasonably required. If any change in the scope of this Agreement or schedule for performance is ordered or directed by the Buyer (or any other party to the installation other than Seller) or any Force Majeure Event causes an increase in the cost or time required for Seller's performance of the work, Buyer shall make an upward equitable adjustment in the contract price or time of performance or both. Seller's additional costs, plus reasonable overhead and profit, shall be paid in full no later than 30 days from completion of such work.

**(e) COMPLIANCE WITH LAWS:** Seller's obligations are subject to the export administration and control laws and regulations of the United States and Canada. Buyer shall comply fully with such applicable laws and regulation in the export, resale or disposition of purchased products or equipment. Quotations or proposals made, and any orders accepted by Seller from a Buyer outside the United States or Canada are with the understanding that the ultimate destination of the products or equipment is the country indicated therein. Diversion of the products or equipment to any other destination contrary to the United States or Canada, as applicable, is prohibited. Accordingly, if the foregoing understanding is incorrect, or if Buyer intends to divert the products or equipment to any other destination, Buyer shall immediately inform Seller of the correct ultimate destination.

**(f) BUYER RESPONSIBILITIES:** Buyer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Seller secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Buyer and/or end user against unauthorized access. Buyer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

**(g) FORCE MAJEURE:** Seller shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Seller to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Seller, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in the tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Seller. If Seller's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Seller shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Seller is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Seller will be entitled to extend the relevant completion date by the amount of time that Seller was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Seller's cost to perform the services, Buyer is obligated to reimburse Seller for such increased costs, including, without limitation, costs incurred by Seller for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Seller in connection with the Force Majeure Event.

**(h) ONE-YEAR CLAIMS LIMITATION:** No claim or cause of action, whether known or unknown, shall be brought against Seller more than one year after the claim first arose. Except as provided for herein, Seller's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

T&C Version: 3/31/2021



**Memorandum of Understanding Between Johnson Controls Inc. and Sacramento City  
Unified School District – February 28, 2022**

This Memorandum of Understanding (“MOU”) is entered into by Sacramento City Unified School District and Johnson Controls, Inc. (collectively, “the Parties”) as of the date of full execution of the MOU (the “Effective Date”).

1. On or around December 10, 2020, Johnson Controls, Inc. (“JCI”) and Sacramento City Unified School District (“SCUSD”) executed an agreement referencing PO Number P21-01319 (the “Agreement”) whereby JCI agreed to sell and SCUSD agreed to purchase 6000 V-Pac Self-Contained Portable Air Purification Units with UV-C Bulbs (“V-Pacs”), including lamp and filter replacement parts, manufactured by UltraViolet Devices, Inc. (“UVDI”), for use in the school district’s classrooms. The total purchase price, including freight and tax, was \$6,148,125.00.
2. SCUSD financed the V-Pac transaction with relief funding received under the American Rescue Plan (“ARP”). The ARP relief funding was designed to facilitate the SCUSD’s efforts to mitigate the spread of COVID in the classrooms, and to implement appropriate indoor air quality improvements that foster healthy learning and working environments for students and staff.
3. Due to the nature of the order, the Agreement provided that “[o]nce the order is placed at the factory, it cannot be cancelled for any reason.”
4. The Agreement required SCUSD to make a 20% down payment, including tax, of \$1,207,125.00. SCUSD made this payment on December 21, 2020. Between March and May 2021, SCUSD made 3 additional payments totaling \$2,417,227.59.
5. The total amount SCUSD has paid JCI under the Agreement to date is \$3,624,352.59. \$2,523,772.41 of the \$6,148,125.00 purchase price currently remains unpaid.
6. Of the 6,000 V-Pacs purchased by SCUSD under the Agreement, 4,993 were shipped and delivered to SCUSD. However, in May 2021, prior to the shipment of the remaining V-Pacs, SCUSD requested and JCI agreed to halt further shipments due to outstanding questions concerning the value and efficacy of the V-Pacs for classroom use.
7. Given the longstanding partnership between JCI and SCUSD, the Parties worked together to overcome the challenges involved with SCUSD’s implementation of portable air purification technology for its classrooms and find a creative solution to avoid any dispute under the Agreement.
8. The crux of the solution permits SCUSD to return the units without contractual penalty and to repurpose the ARP relief funding on similarly qualifying projects and uses, while at the same time compensating JCI for the substantial negative financial impact JCI will incur downstream in returning all of the V-Pacs to UVDI.



9. Therefore, upon signature of this Memorandum of Understanding (“MOU”), the Parties agree as follows:
- A. JCI will furnish to SCUSD a Credit Memo that provides SCUSD with a credit on its account in the amount of \$3,624,352.59 (“V-Pac Credit”). The terms of the credit memo will entitle SCUSD to apply this amount toward accounts payable to JCI with respect to future healthy building and/or pandemic-related improvements to SCUSD buildings provided by JCI. Such improvements may include, but are not limited to:
    - i. HVAC/Rooftop Unit retrofits and replacements, Economizer upgrade and installations, Metasys upgrades and migrations, installations of classroom CO2 sensors and temperature control devices, UL Safe Trace Audits (IAQ, ventilation verification, and infection control for K-12 school), mechanical services to upgrade and/or retrofit ageing equipment, and/or other healthy-building related projects, including design services of such systems.
    - ii. The cost for such improvements, including but not limited to markup on any subcontract labor, will be consistent with any state or national purchasing agreement, or other public agency agreement JCI is a signatory to, such as Sourcewell (formerly NJPA) contracts and subject to review and approval by SCUSD staff (JCI to provide “open book” pricing for staff review).
  - B. The redemption period for the V-Pac Credit (\$3,624,352.59) will be by September 30, 2022. If the V-Pac Credit is not utilized in full within the redemption period, then JCI’s release of SCUSD is void and JCI may enforce the non-cancellation provision of the Agreement and seek restocking and other downstream costs from SCUSD. For purposes of this section, the definition of “utilized in full” during the redemption period shall refer to the issuance of a new purchase order by SCUSD accepted in writing by JCI or other provision of written assurance agreed to in writing by both parties for any future healthy building and/or pandemic-related improvements described above and shall not be interpreted to require the actual completion of the new project(s) by the redemption date.
  - C. SCUSD agrees to reach an agreement with JCI in writing in which SCUSD shall commit to spending the remaining balance under the original Agreement of \$2,523,772.41 (“V-Pac Balance”) with JCI in connection with one or more future healthy building and/or pandemic-related improvements by September 30, 2022. For any such Projects, SCUSD shall be invoiced by JCI as specified under the original Agreement.
  - D. All future purchases by SCUSD from JCI under the MOU shall be subject to JCI Standard Terms and Conditions.

- E. In exchange for these terms, JCI will not enforce the non-cancellation and modification provisions of the Agreement.
- F. **Instead**, JCI will **coordinate** UVDI's pick-up of all V-Pacs in SCUSD's possession and the return of all such units to UVDI, at no cost to SCUSD, no later than 30 days following execution of the MOU unless extended by mutual agreement in writing
- G. Subject to SCUSD's timely redemption of the V-Pac Credit and written commitment to spend the V-Pac Balance as set forth in Sections 9.B and 9.C above, no contractual penalty will be applied in connection with SCUSD's return of the units under the Agreement.
- H. Subject to performance of the terms and conditions stated above, the Parties agree to release all claims and causes of action, whether now known or unknown, which the parties have, or might have or could have asserted, against the other, its officials, employees, insurers, Board Members, attorneys, representatives, agents, vendors, or parties otherwise associated with the Agreement or the V-Pacs. For the avoidance of doubt, the release of liability extended by SCUSD to JCI extends and applies to UVDI.
- I. Each party will be responsible for its own legal fees and costs.
- J. The execution of this MOU shall not operate as an admission of liability by either party with respect to the Agreement or the V-Pacs.
- K. Except as otherwise agreed to by the Parties or required by law, including obligations arising under the California Public Records Act (Government Code section 6250 et seq.) and the Ralph M. Brown Act (Government Code section 54950 et seq.), the Parties and their attorneys agree to keep this MOU confidential.
- L. Each side agrees they will not publicly criticize, disparage, call into disrepute or otherwise defame the other with respect to the Agreement, the V-Pacs, and this MOU. The parties will further agree to a joint statement that indicate we are maintaining our long-standing business relationship and will continue to work on solutions that are beneficial to SCUSD's students, staff and community.

SIGNATURES:

  
 \_\_\_\_\_  
 Johnson Controls Inc.

2/28/22  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Sacramento City Unified School District

2/25/22  
 \_\_\_\_\_  
 Date

| SCUSD / HVAC / Sites 10-23 |      |                     |                        | Funding source    | Funding source  |                 |      |
|----------------------------|------|---------------------|------------------------|-------------------|-----------------|-----------------|------|
| SCUSD ID                   | ID # |                     | Total site cost        | MOU Credit        | ESSER           | PO \$           | PO # |
|                            |      |                     | \$7,753,883.71         | \$3,624,352.59    |                 |                 |      |
| 0004-463                   | 10   | Alice Binery        | \$ 285,368.69          | \$ 285,368.69     | \$ -            | \$ -            |      |
| 0108-463                   | 11   | Ethel Baker         | \$ 353,658.18          | \$ 353,658.18     | \$ -            | \$ -            |      |
| 0110-463                   | 12   | Ethel Phillips      | \$ 344,499.13          | \$ 344,499.13     | \$ -            | \$ -            |      |
| 0354-463                   | 13   | Suttersville        | \$ 306,364.10          | \$ 306,364.10     | \$ -            | \$ -            |      |
| 0390-463                   | 14   | Woodbine            | \$ 307,705.57          | \$ 307,705.57     | \$ -            | \$ -            |      |
| 0183-463                   | 15   | New Joseph Bonnheim | \$ 297,605.68          | \$ 297,605.68     | \$ -            | \$ -            |      |
| 0269-463                   | 16   | Pacific             | \$ 440,072.69          | \$ 440,072.69     | \$ -            | \$ -            |      |
| 0272-463                   | 17   | Parkway             | \$ 338,438.60          | \$ 338,438.60     | \$ -            | \$ -            |      |
| 0229-463                   | 18   | Success Acadamy     | \$ 290,775.09          | \$ 290,775.09     | \$ -            | \$ -            |      |
| 0117-463                   | 19   | Fr. Ketih B Kenn    | \$ 189,734.28          | \$ 189,734.28     | \$ -            | \$ -            |      |
| 0571-463                   | 20   | Cap Cit             | \$ 191,699.76          | \$ 191,699.76     | \$ -            | \$ -            |      |
| 0520-463                   | 21   | Hiram Johnson HS    | \$ 1,319,695.95        | \$ 278,430.81     | \$ 1,041,265.14 | \$ 1,041,265.14 |      |
| 0525-463                   | 22   | JFK HS              | \$ 1,335,524.72        | \$ -              | \$ 1,335,524.72 | \$ 1,335,524.72 |      |
| 0530-463                   | 23   | Luther Burbank      | \$ 1,752,741.27        | \$ -              | \$ 1,752,741.27 | \$ 1,752,741.27 |      |
|                            |      |                     | \$ 7,753,883.71        | \$ 3,624,352.59   | \$ 4,129,531.13 | \$ 4,129,531.13 |      |
|                            |      |                     | <b>Total site cost</b> | <b>MOU Credit</b> | <b>ESSER</b>    | <b>PO \$</b>    |      |



**Solicitation Number: RFP #070121****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Johnson Controls, Inc., 5757 North Green Bay Avenue, Milwaukee, WI 53209 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for HVAC Systems and Related Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

**1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires August 12, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship for a period of one year for Equipment and Products and ninety days for Services. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Supplier will provide its standard proposal terms and conditions with specific scope for all task orders under this Contract. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## **7. CUSTOMER SERVICE**

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:



- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

#### **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

#### **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the

circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

### **11. INDEMNITY AND HOLD HARMLESS**

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, to the extent resulting from negligence or willful misconduct in the performance of this Contract by the Supplier or its agents or employees for third-party injury or death to person(s) or property or caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Supplier will not be liable for indirect or consequential damages. Vendor's liability to Sourcewell arising out of this Contract, with the exception of Supplier's indemnification obligations under this Section, shall not exceed amounts paid or payable under this Contract. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

### **12. GOVERNMENT DATA PRACTICES**

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

### **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

#### **A. INTELLECTUAL PROPERTY**

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

- b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
- a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws. Supplier shall have the right, at its option, to: i) make the Equipment or Products non-infringing, ii) replace the infringing Equipment or Products; or (iii) on return of the Equipment or Products by Sourcewell or the Participating Entity, Supplier will refund the amounts actually paid by Sourcewell or the Participating Entity for the infringing Equipment or Products, less depreciation over a three (3) year period. Liability for infringement under this Section excludes: (i) misuse or modification of the product by Sourcewell or the Participating Entity or its employees, agents or downstream customers, (ii) use of the product or work in combination with other materials, goods, products, or services for which the product was not intended to be used (as demonstrated by Supplier's applicable product literature), (iii) failure of Sourcewell or the Participating Entity to implement any update provided by Supplier that would have prevented the claim, (iv) work that Supplier made to Sourcewell's or the Participating Entity's specifications or designs, (v) product that is not manufactured by Supplier, and (iv) claims with respect to third party hardware or software.
5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

6. *Digital & Intellectual Property.* Use, implementation, and deployment of software and hosted software products proprietary to Supplier (“Software”) shall be subject to, and governed by, Supplier’s standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the “Software Terms”). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Supplier and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Supplier shall retain all right, title and interest in any (a) work provided to Sourcewell and any Participating Entities, including without limitation, all software source and object code, documentation, technical information or data, specifications and designs and any changes, improvements or modifications thereto (“Deliverables”), and (b) Know-How (defined below) employed by Supplier in the creation of the Deliverables or performance of the associated work, whether known to Supplier prior to, or developed or discovered or acquired in connection with, the performance of its obligations under this Contract. Ownership of all Deliverables and Know-How shall vest solely in Supplier and no Deliverables shall be deemed “works made for hire.” Without limiting the generality of the foregoing, ownership of all source files used in the course of performing all associated work shall remain the exclusive property of Supplier. For purposes of this Contract, “Know-How” means any know-how, processes, techniques, concepts, methodologies, tools, analytical approaches, database models and designs, discoveries, and ideas furnished, produced by, developed, or used by Supplier in the creation or provision of the Deliverables or in the performance of the Services, Products or Equipment, and any changes, improvements, or modifications thereto or derivatives thereof. Additional terms and conditions or other required transaction documentation related to Software Terms may be addressed directly between a Participating Entity and Supplier depending upon the Software or offering, including any applicable terms and conditions related to any Software subscriptions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

#### **15. FORCE MAJEURE**

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

#### **16. SEVERABILITY**

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

#### **17. PERFORMANCE, DEFAULT, AND REMEDIES**

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## **18. INSURANCE**

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate



3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or

“work” performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

## **21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 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 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 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. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. 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 C.F.R. § 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. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 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 C.F.R. § 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. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require 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). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 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 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 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. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must 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. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must 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.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

**22. CANCELLATION**

Sourcwell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcwell

Johnson Controls, Inc.

DocuSigned by:  
*Jeremy Schwartz*  
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DocuSigned by:  
*Jeremy L Rainwater*  
DD49E8F7B6E24C5...

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

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

Jeremy Schwartz

Jeremy L. Rainwater

Title: Chief Procurement Officer

Title: VP & GM HVAC and Controls North America

10/7/2021 | 8:54 PM CDT

10/14/2021 | 5:51 PM CDT

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved:

DocuSigned by:  
*Chad Coauette*  
7E42B8F817A64CC...

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

Chad Coauette

Title: Executive Director/CEO

10/14/2021 | 5:53 PM CDT

Date: \_\_\_\_\_



# RFP 070121 - HVAC Systems and Related Services

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## Vendor Details

Company Name: Johnson Controls, Inc.  
Does your company conduct business under any other name? If yes, please state: MD  
Address: PO Box 246  
Chesapeake City, Maryland 21915  
Contact: Tom Staves  
Email: thomas.staves@jci.com  
Phone: 443-676-8813  
Fax: 443-676-8813  
HST#: 39-0380010

## Submission Details

Created On: Thursday June 03, 2021 10:17:10  
Submitted On: Thursday July 01, 2021 10:19:53  
Submitted By: Tom Staves  
Email: thomas.staves@jci.com  
Transaction #: 3a12fdca-b2a1-4826-b500-969a9b2c8b16  
Submitter's IP Address: 104.129.195.1

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**Specifications****Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

| Line Item | Question   | Response *  |
|-----------|--|---|
| 1         | Proposer Legal Name (one legal entity only):   | Johnson Controls Inc.   |
| 2         | Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.  | Johnson Controls Canada, LP<br>Johnson Controls Security Solutions  |
| 3         | Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.   | Johnson Controls does not have any applicable assumed names.<br>Johnson Controls, Inc. has previously operated under two (2) former names:<br>1. Johnson Service Company from July 10, 1902 to November 11, 1974<br>2. Johnson Electric Service Company from July 31, 1900 to July 10, 1902 |
| 4         | Proposer Physical Address:   | 5757 North Green Bay Avenue Milwaukee, WI 53209   |
| 5         | Proposer website address (or addresses):   | www.JohnsonControls.com   |
| 6         | Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract): | Jeremy L Rainwater, VP & GM HVAC and Controls North America<br>5757 North Green Bay Avenue Milwaukee, WI 53209<br>jeremy.l.rainwater@jci.com<br>414-524-1200  |
| 7         | Proposer's primary contact for this proposal (name, title, address, email address & phone):  | Tom Staves<br>Cooperative Program Manager<br>705 Digital Drive, Suite N, LINTHICUM HEIGHTS, MD 21090-2267<br>Thomas.Staves@JCI.com<br>443-676-8813  |
| 8         | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):   | Andrew Pergande, Director Commercial Optimization<br>5757 North Green Bay Avenue Milwaukee, WI 53209<br>Andrew.Pergande@jci.com<br>414 524 6937   |

**Table 2: Company Information and Financial Strength**

| Line Item | Question | Response * |
|-----------|----------|------------|
|-----------|----------|------------|

|    |   |   |
|----|---|---|
| 9  | Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.  | <p>Johnson Controls is a global diversified technology and multi-industrial leader serving a wide range of clients in more than 150 countries. Our Performance Infrastructure business, which operates independently, and specifically is responsible for the successful delivery of guaranteed savings projects and other alternative funding projects delivers world-class solutions that address our clients' energy and infrastructure needs. Our solutions leverage our experience from thousands of higher education projects across the country matched to the specific requirements and needs of the client and their facilities.</p> <p>Our company has its very roots in the energy efficiency business. In 1883, Warren S. Johnson, a professor at the State Normal School in Whitewater, Wisconsin, received a patent for the electric room thermostat. His invention launched the building control industry. Johnson Controls with over \$30 billion of revenue in 2017, recently Johnson Controls merged with Tyco to become a global leader in building systems, energy storage, and integrated security and fire.</p> <p>Johnson Controls is a pioneer in developing performance contracting as a viable means by which to update facilities and make them more cost-effective to operate. We have implemented more than 3,000 performance contracting agreements – all with guaranteed savings since 1983.</p> <p>Core Values, Business Philosophy Johnson Controls Values:<br/> <b>INTEGRITY FIRST:</b> We promise honesty and transparency. We uphold the highest standards of integrity and honor the commitments we make.<br/> <b>PURPOSE LED:</b> We believe in doing well by doing good and hold ourselves accountable to make the world a better place through the solutions we provide, our engagement in society, the way we do business, and our commitment to protect people and the environment.<br/> <b>CUSTOMER DRIVEN:</b> We win when our customers win. Our long-term strategic relationships provide unique insights and the ability to deliver exceptional customer experiences and solutions.<br/> <b>FUTURE FOCUSED:</b> Our culture of innovation and continuous improvement drives us to solve today's challenges while constantly asking 'what's next.'<br/> <b>ONE TEAM:</b> We are one team, dedicated to working collaboratively together to create purposeful solutions that propel the world forward.</p> <p>Industry Longevity Related To The Requested Equipment:<br/> Johnson Controls paints an impressive picture, with 130+ years of innovation and over four million customers. Johnson Controls is a global diversified technology and multi-industrial leader serving a wide range of customers. Our commitment to sustainability dates back to our roots in 1885, with the invention of the first electric room thermostat. Johnson is committed to helping our customers win and creating greater value for all of our stakeholders through a strategic focus on buildings and energy growth platforms.</p> <p>Products Or Services<br/> Johnson Controls offers best-in-class technologies, products, installation, and service capabilities across building management, fire, security, sensors/controls, HVAC, industrial refrigeration, and energy storage solutions. Our offering includes total support for all fire alarm, fire detection, fire protection, integrated security, HVAC, Building Controls, healthcare communications, and sound/communications needs. Our capabilities include design, engineering development, integration, installation, project management, programming, testing, commissioning, training, warranty support, and post-warranty service. Our Technicians are highly trained and use state-of-the-art test equipment to ensure high-quality results and are trained to perform related repairs, in addition to inspections and responding to emergency maintenance requirements. Our life safety services are "Best-Value" for the following reasons:<br/> - Specialized inspection teams trained to identify and correct problems before they occur, thus preventing costly nuisance alarms and unnecessary downtime.<br/> - Experienced technicians ensure that repairs are done right and promptly. Standardized reporting and documentation.<br/> - Customized service plans to meet any customer's needs.<br/> Our organization provides local support from our North American network of over 150 local offices in the United States and Canada. Each office functions as a "one-stop-shop" providing parts, supplies, and equipment specific to each of the clients it serves.</p> |
| 10 | What are your company's expectations in the event of an award?  | Johnson Controls expects to build upon our previous contract 030817-JHN successes. Though we had tremendous adoption by our sales teams, there is still much work that needs to be done to maximize the sales potential including launching Canada. We are looking to add additional personnel to our corporate sales team to manage field training, business development, and direct sales. An annual budget has been submitted to assist in the development of additional collateral and E-marketing campaigns and plans to attend local/ regional trade shows to promote our participation in the program.   |
| 11 | Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.  | Johnson Controls Inc is a wholly-owned indirect subsidiary of Johnson Controls International plc, a publicly owned company listed on the New York Stock Exchange (ticker: JCI). As a wholly-owned subsidiary, Johnson Controls Inc's financial results are consolidated in the financial statements of Johnson Controls International plc. In Fiscal Year 2020, Johnson Controls saw net revenue of \$22.3 billion with positive cashflow. Johnson Controls enjoys a strong balance sheet with \$10 billion in assets against \$8.2 billion in total liabilities. Total shareholders' equity was \$17.4 billion for FY 2020. We have provided the Johnson Controls 2020 Annual Report, credit and bond ratings, letters of credit, and detailed reference letters   |
| 12 | What is your US market share for the solutions that you are proposing?  | <p>Johnson Controls does not divulge market share for equipment categories, however, we can report on our North American market share for the following services:</p> <ul style="list-style-type: none"> <li>- Energy Saving Performance Contracting: 14%</li> <li>- P3: 36%</li> <li>- Service and Maintenance: 3%</li> </ul> <p>These values include both the US and Canada.</p>  |
| 13 | What is your Canadian market share for the solutions that you are proposing?  | See answer to question 12.  |
| 14 | Has your business ever petitioned for bankruptcy protection? If so, explain in detail.  | Johnson Controls has never petitioned for bankruptcy protection.  |
| 15 | <p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p> | B) Johnson Controls is a manufacturer and service provider with an extensive network of sales and service branches that are 100% company-owned. The branch network provides equipment, installation, and service for HVAC, security, fire, and Performance Contracting (PC) needs.  |

|    |   |   |
|----|---|---|
| 16 | If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP. | <p>When selecting a company to provide HVAC systems and service, you want to choose a proven contractor that is responsible, experienced, and has employees with the expertise and knowledge to work efficiently and help you make the best choices for your facilities.</p> <p>In addition to professional licenses in all 50 states and 10 Canadian Provinces, our team members hold licenses, certifications, and accreditations by various professional organizations. Professional certification or accreditation indicates a certain proven amount of knowledge and experience in a particular subject area.</p> <p>To earn many of these credentials (e.g., LEED Accredited Professional), applicants are required to have experience in the field as well as pass a comprehensive examination administered by a third party. By regularly maintaining their certifications, our employees ensure they continue their education and keep pace with industry trends and standards.</p> <p>Please see the "Johnson Controls Certification Table" uploaded as a separate file. This table identifies just a few of the professional certifications held by Johnson Controls team members, relevant to HVAC equipment and services and energy efficiency projects. Beyond the dedicated resources for a project, our team can seek additional support from a variety of certified professionals at the regional and national level, as represented here.</p> |
| 17 | Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.  | Johnson Controls has been in business for well over 100 years and operates from about 120 offices in all North America. To the best of our knowledge and information, neither company, as a corporate entity, nor any of its branch or satellite offices have been suspended or debarred by any federal, state, provincial, or municipal public agency.   |

**Table 3: Industry Recognition & Marketplace Success**

| Line Item | Question | Response * |
|-----------|----------|------------|
|-----------|----------|------------|

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| 18 | Describe any relevant industry awards or recognition that your company has received in the past five years  | <p>Our organization participates in a wide range of activities and has been recognized in several unique areas. The following information highlights some key examples.</p> <p><b>SUSTAINABILITY AND CORPORATE SOCIAL RESPONSIBILITY</b><br/>                 2019 World's Most Ethical Company<br/>                 12 selections since 2007 (March 2020, selected for the 13th time) Ethisphere Magazine<br/>                 100 Best Corporate Citizens, 2019<br/>                 Transparency and social responsibility, since 2006<br/>                 Corporate Responsibility Magazine<br/>                 2019 Best Corporate Citizens<br/>                 Community involvement, environmental impact, and fair employee treatment.<br/>                 Forbes Magazine<br/>                 Change the World, 2018<br/>                 Companies that are doing well by doing good<br/>                 Fortune Magazine<br/>                 AAA Rating<br/>                 Environmental, social, and governance MSCI Socially Responsible Indices Carbon Clean 200<br/>                 Biggest public companies ranked by green energy revenues<br/>                 Corporate Knights and As You Sow<br/>                 Energy Star Most Efficient 2020 Most efficient products<br/>                 Energy Star<br/>                 Environmental Leader Project of the Year<br/>                 For partnership with The University of Hawai'i (UH) Maui College Environmental Leader and Energy Manager Today<br/>                 Top Project Judges' Choice Award for its impressive strides in sustainability and renewable energy<br/>                 Environmental Leader and Energy Manager Today<br/>                 Environment + Energy Leader 100<br/>                 Terrill Laughton, VP, and GM of Energy Optimization and Connected Equipment Environmental Leader and Energy Manager Today</p> <p><b>INNOVATION</b><br/>                 Johnson Controls Top 100 Global Innovators, 5-time winner<br/>                 Most innovative corporations and institutions in the world, 2016, 2017, 2019, 2019,2020<br/>                 Clarivate Analytics<br/>                 Overall IoT Company of the Year, 2020<br/>                 Top companies, technologies, and products in the global Internet of Things (IoT) market<br/>                 IoT Breakthrough<br/>                 Most Intelligent Building – Corporate Headquarters (Bee'ah's new headquarters in the UAE)<br/>                 Optimize energy efficiency, make the best use of available space and help the building's occupants be more productive<br/>                 Digie Award</p> <p><b>QUALITY / PRODUCTS</b><br/>                 Our organization participates in a wide range of activities and has been recognized in several unique areas. The following information highlights some key examples.<br/>                 Humanitarian Award, 2019<br/>                 Fire Commissioner's Humanitarian Award<br/>                 Fire Department of the City of New York Foundation Sustainability Product of the Year<br/>                 The YORK® Mission Critical Direct Evaporative Cooling Air Handling Unit in the 2019 Sustainability Awards. The awards honor those who have made sustainability an integral part of their business practice.<br/>                 The Business Intelligence Group<br/>                 Edison Award<br/>                 Environmentally Friendly Solutions sub-category of the Energy and Sustainability award category<br/>                 The Edison Awards annually honor excellence in human-centered design and innovation<br/>                 Five honors in the 2019 Brandon Hall Group Human Capital Management Excellence Awards<br/>                 Innovative learning solutions and sales training programs that help improve the human capital management space, achieve results and provide meaningful careers<br/>                 Brandon Hall Group<br/>                 YORK® YHAU CGN Absorption Chiller – Heater<br/>                 Use of a natural refrigerant (water) that offers zero ozone depletion and global warming potential<br/>                 New Products for Engineers<br/>                 2018 IW Best Plants Winner, Norman OK plant<br/>                 Operational excellence<br/>                 Industry Week<br/>                 Four 2019 World Class Briefing Awards for its excellence in management, planning, customer experience, and measurement<br/>                 Association of Briefing Program Managers<br/>                 Most Intelligent Building – Corporate Headquarters (Bee'ah's new headquarters in the UAE)<br/>                 Optimize energy efficiency, make the best use of available space and help the building's occupants be more productive<br/>                 Digie Award</p> <p><b>WORKFORCE DIVERSITY</b><br/>                 Grady Crosby, vice president of public affairs and chief diversity officer honored with the 2019 Business Champion award<br/>                 Commitment to creating a diverse and inclusive workforce<br/>                 African American Chamber of Commerce<br/>                 Top 50 Employers for Women Engineers, 2019<br/>                 Readers of Woman Engineer were asked to name the employers for whom they would most like to work or that they believe would provide a positive working environment for women<br/>                 Women Engineer<br/>                 50 Best Companies for Diversity Dec. 2018<br/>                 Black Enterprise Magazine Top Employer – China, 2019<br/>                 For exceptional employee conditions, nurturing and developing talent throughout all levels of the organization and striving to optimize its employment practices and to develop its employees<br/>                 Top Employers Institute, China 2019<br/>                 Best of the Best for U.S. Veterans<br/>                 Top Veteran-Friendly Companies<br/>                 U.S. Veteran's Magazine<br/>                 2019 Sustainability Awards and Recognition does not include most recognition bestowed to specific locations and individual employees by organizations around the world for our employees' work to build a sustainable world and does not include sustainability indices to which Johnson Controls was named. This list is representative but not exhaustive of global sustainability honors and awards.</p> |
| 19 | What percentage of your sales are to the governmental sector in the past three years  | 26%  |
| 20 | What percentage of your sales are to the education sector in the past three years   | 18%  |
| 21 | List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years? | NCPA - \$3,865,224<br>TIPS - \$2,281,196<br>NASPO - \$6,036,765<br>OMNIA - \$1,500,000 (1st yr of agreement)   |

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| 22 | List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years? | GSA - 084 190CA \$11,680,149<br>GSA-03FAC 0060P \$5,131,971 | * |
|----|--|---|---|

**Table 4: References/Testimonials**

**Line Item 23.** Supply reference information from three customers who are eligible to be Sourcewell participating entities.

| Entity Name *              | Contact Name *  | Phone Number *                                      |   |
|----------------------------|-----------------|---|---|
| Brainerd Public Schools    | Earl Wolleat    | 218-454-6906<br>earl.wolleat@isd181.org             | * |
| Castlewood School District | Dawn Wiersma    | 605-793-2351<br>dawn.wiersma@k12.sd.us              | * |
| Watertown School District  | Heidi Clausen   | 605-882-6314<br>heidi.clausen@k12.sd.us             | * |
| Fort Bend County           | Taral Patel     | 281-341-8608<br>taral.patel@fortbendcountytexas.gov |   |
| Marshall County            | Roger Haugtvedt | 218-745-4951<br>rodger.haugtvedt@co.marshall.mn.us  |   |

**Table 5: Top Five Government or Education Customers**

**Line Item 24.** Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

| Entity Name                                  | Entity Type * | State / Province *             | Scope of Work *  | Size of Transactions *      | Dollar Volume Past Three Years * |   |
|--|---------------|--------------------------------|--|-----------------------------|----------------------------------|---|
| Western Regional Integrated Health Authority | Government    | NL - Newfoundland and Labrador | P3, service, controls  | \$322.00 – \$109,274,268.00 | \$109.3M                         | * |
| Corvias Group - Public Housing               | Government    | Florida - FL                   | Work for this entity took place in multiple states.<br>Performance Contracting infrastructure improvements | \$61,531 – \$43,968,914     | \$97M                            | * |
| CUNY - The City University of New York       | Education     | New York - NY                  | Service, Chiller plant upgrade, hot water BMS extension, security cameras, various infrastructure upgrades | \$5,620 – \$24,724,109      | \$35.9M                          | * |
| City of Toledo                               | Government    | Ohio - OH                      | Performance Contract, various HVAC upgrades, automated meters, controls, service                           | \$334 - \$75,390,135        | \$75.9M                          | * |
| School District of Philadelphia              | Education     | Pennsylvania - PA              | Performance Contract, fire alarm, controls, various mechanical HVAC equipment upgrades                     | \$3,986 - \$24,000,000      | \$64.4M                          | * |

**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

| Line Item | Question   | Response *  |
|-----------|--|---|
| 25        | Sales force.   | Johnson Controls has 1740 sales personnel in North America working out of more than 160 branch offices. Our sales professionals are full-time employees. Most of the North American employees are full time with less than 1.5% being temporary or part-time.   |
| 26        | Dealer network or other distribution methods.  | Johnson Controls, Inc. does utilize a minimal amount of Agents at strategic locations throughout the USA. These Agents will be required to work through a local branch when using the Sourcewell contract to ensure pricing integrity and contract compliance. For those dealers that eventually want to sell direct, they will be required to go through a training program and a contract modification will be submitted to add them as an approved Dealer/Agent.   |
| 27        | Service force.   | As mentioned previously, we understand the importance of having a local presence in the communities we serve. This is why we have over 4,800 front-line service providers nationwide in over 160 branch locations. These service providers are direct employees of Johnson Controls.  |
| 28        | Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.  | <p>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. In most North American locations, we have the capability to answer emergency calls within two hours of the original call if required by the customer. Once issues are logged via our 24-hour emergency number, a record of the emergency is made for tracking purposes, and a service team member or members will be dispatched to the site of the issue.</p> <p>We also provide next-day service for routine service calls. We guarantee to answer emergency calls within 24 hours of your call and have technicians available 24-hours a day, seven days a week.</p> <p>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.</p> <p>Some very remote locations may be more than 2-hours away from a service branch. In those cases, we may install additional technology to enable us to detect, analyze, and possibly remedy problems remotely. Another option is establishing a connection to our Remote Operations Center who can then detect, report, and fix problems as they occur. In some cases, we have subcontracted with a local firm that can provide service within the 2-hour window.</p> <p>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 systems, 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 the community of a local service provider.</p> <p>The Johnson Controls E-Service tool provides a customer portal where Sourcewell members can access information related to their building(s) and service jobs, including details about service history, service requests, agreements, and invoices. From the main portal page, they can also review news articles and connect directly to various offerings.</p> <p>Our service branches are certified to service a wide range of facility infrastructures including the following:</p> <ul style="list-style-type: none"> <li>Building automation control systems</li> <li>Chiller and refrigeration equipment</li> <li>Boilers and associated heating systems</li> <li>Air handling equipment and large fans</li> <li>Hydronic equipment including pumps and cooling towers</li> <li>Pneumatic air systems (control and process)</li> <li>Fire alarm systems</li> <li>Security and card access control systems</li> <li>Low and high voltage electrical systems</li> <li>Packaged rooftop units and unitary heat/cooling equipment</li> </ul> <p>Maintenance</p> <p>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 a 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.</p> <p>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 is equally important in a successful strategy.</p> <p>Reactive Maintenance<br/>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>Predictive Maintenance<br/>Checking the condition of the equipment as it operates. Equipment conditions, rather than time intervals, determine the need for service.</p> <p>Preventative Maintenance<br/>Scheduling maintenance at specific times offers the first line of defense against failure.</p> <p>Proactive Maintenance<br/>Addresses root causes identified by predictive methods. It isolates and corrects the sources of failure altogether.</p> |
| 29        | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.   | Johnson Controls will support all geographic areas and market sectors of the United States through the proposed contract. We will be offering and promoting an awarded contract to all Sourcewell member segments and verticals through the proposed contract.  |
| 30        | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.  | Johnson Controls frequently provides products and services to customers in Canada, and will gladly support Sourcewell Canadian members. We have successfully managed, engineered, and implemented more than \$550 million in performance contract projects across Canada, which represents over \$600 million in guaranteed savings. We have 20 branch offices located throughout Canada, which enables us to provide HVAC systems and services to all provinces, Yukon Territory, the Northwest Territories, and Nunavut.  |
| 31        | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.   | Johnson Controls can service all geographic areas of the United States and all Sourcewell Member sectors. We have an international presence and an extensive presence in the United States and Canada. We provide HVAC systems and services to all markets and sectors and have entire teams dedicated to State Government, Higher Education, K-12 Schools and Districts, Local Government, Federal Government, Healthcare, and Public Housing.   |
| 32        | Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract? | Johnson Controls, Inc. can service all geographic areas in North America across all entity sectors with no limitations.   |
| 33        | Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.   | Johnson Controls operates offices located in HI, AK, and US Territories. There will not be any additional charges to service customers located within these areas unless they are more than our standard branch response area of 1 hours' travel from the nearest Johnson Controls office.  |



**Table 7: Marketing Plan**

| Line Item | Question   | Response *   |
|-----------|--|--|
| 34        | Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response. | <p>Our proposed Sourcewell marketing plan includes a coordinated effort between Johnson Controls and Sourcewell. We will continue to market the SOURCEWELL program both internally and externally via our corporate websites. Brochures will be dispensed in both hard copy and electronic format. Our team's Cooperative Program Manager, Mr. Tom Staves, will continue to oversee the program. Mr. Staves will be responsible for driving growth. He will be assisted by the following personnel who have also been supporting Sourcewell in the past. The following sales personnel will assist with the training, promotion, and direct sales to SOURCEWELL clients:</p> <p>Ms. Mary Beth Alexander - Business Development Mgr.<br/>                     Ms. Melanie LeClair - Business Development Mgr.<br/>                     Ms. Hayley Nitschke - Marketing</p> <p>The Sourcewell Logo will be added to tradeshow banners and promoted locally and nationally via numerous tradeshows our personnel attends throughout the year. We will continue to promote Sourcewell via our website. We will also distribute a form to clients. The form will be used to request additional information or schedule a meeting with a sales representative.</p>   |
| 35        | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.  | <p>We use a variety of electronic platforms to ensure contract awareness and to continually educate customers on life safety in general. Some current updates that are in process include; having a strong digital component to our advertising program that includes pay-per-click advertising. Online banner advertising, e-newsletters, links to JohnsonControls.com from key websites. We continue to make significant investments in redesigning our website and implementing marketing automation software that integrates with salesforce.com.</p> <ul style="list-style-type: none"> <li>• Update our existing customer database files for known Sourcewell members</li> <li>• Continuous refresh/updates to the Internet (as stated, there will be a dedicated page to Sourcewell)</li> <li>• Conduct Emailer campaigns</li> <li>• We have launched a very successful webinar series "Learn from the Leader" that takes on a new industry-related topic once per quarter. Free for all that attend.</li> <li>• All Sourcewell customers will have access to Service Channel. A dedicated secure portal where inspection reports, will be uploaded, service calls can be placed, and can even check on the time until the technician arrives.</li> <li>• Will promote via newsletter and corporate announcement</li> </ul> |
| 36        | In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?                                | <p>Johnson Controls entities have had tremendous success with our previous Sourcewell awards. As you see we have many of the same customers still with us under Sourcewell and have greatly expanded the program. We continue to make improvements and build upon past successes and learn from our experiences. Affiliated companies including Johnson Controls Security Solutions, Johnson Controls Canada LP, and Tyco Integrated Fire and Security have the benefit of working from procedures that have been established by Johnson Controls Fire Protection.</p> <p>Our team is driven to provide efficient public service through our national contract purchasing solutions and other related programs. We are only able to do this as we work together; to create a unified purchasing alliance that is valued by both Sourcewell Members and contracted suppliers.</p> <p>We understand our sales staff will be responsible for the majority of the marketing responsibilities for this contract. We are positioned to continue to work together to support a wide range of Sourcewell clients.</p>  |
| 37        | Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.            | <p>Most of our products are designed, developed, and integrated to meet specific customer needs. SSNA products and services are purchased primarily through our local branch network.</p>  |

**Table 8: Value-Added Attributes**

| Line Item | Question   | Response *   |
|-----------|--|--|
| 38        | Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply. | <p>By partnering with Johnson Controls, Sourcewell members will have the ability to customize training to meet their needs. Our programs can be comprehensive to increase the self-sufficiency of staff or more focused to develop competencies where needed. We design our training programs in conjunction with our service offerings to protect customer investments while maximizing the efficiency of their operations. Through continuous support and professional development, we align our services with their mission.</p> <p>To create a truly focused learning experience, we carefully customize our training programs to align with your goals and objectives. To help determine what training will be required for your staff, we will work with you through a series of brief interviews and simple tests with representatives from maintenance supervisors, maintenance staff, facilities engineering, and quality control. The program steps include the following:</p> <ul style="list-style-type: none"> <li>Define current maintenance and operating procedures</li> <li>Define required maintenance and operating procedures required for new equipment</li> <li>Review training options with plant engineering and maintenance</li> <li>Determine and organize training programs, based on need and skill level, for functional groups within the facility (supervisors, maintenance staff, custodial, etc.)</li> <li>Perform training with each group using a mix of theory, hands-on practice, and maintenance manual application</li> <li>Record each session for future use by staff</li> <li>On a regular basis, repeat and redesign new needs and re-establish competency on old ones</li> </ul> <p>Johnson Controls Institute<br/>                     Professional instructors with industry experience, state-of-the-art equipment, and hands-on lab activities are hallmarks of the Johnson Controls Training Institute experience. The Institute has been widely regarded as one of the best educational sources in the building environments industry since its establishment in 1947. Each year, more than 4,000 clients and employees attend courses at our institute.</p> <p>Training is available on-site or at one of our many training centers across the U.S. On-site training features hands-on training on your own equipment. For a listing of courses, please visit our website at <a href="http://www.johnsoncontrols.com">www.johnsoncontrols.com</a>.</p> <p>Packaged Training Programs<br/>                     We realize that off-site classroom instruction is not always practical. For that reason, the Institute produces several packaged training programs to assist our clients. Convenient and effective in-house training is possible through a variety of instructional videotapes, sound/slide, and computer-based training programs produced by the Institute.</p> <p>The computer-based training programs use the power and flexibility of the computer to deliver an interactive learning experience. Interacting one-on-one with the computer, the student can gain a better working knowledge of HVAC systems, energy management concepts, and facilities management system operation. The student can review each modular lesson after the initial learning experience to refresh skills as needed.</p> <p>Branch and On-Site Instruction<br/>                     Because branch training can provide a more convenient and cost-effective alternative to our standard Institute locations, we have converted many of our more popular courses to branch training programs. We can also conduct select courses using remote seminars that allow group training of the client's facilities, systems, and equipment. On-staff Johnson Controls Institute instructors teach the remote seminars at client sites, our offices, or another convenient location depending on the needs of the client group. We use portable equipment simulators that enable employees to practice without jeopardizing building operations.</p> <p>Another option for on-site instruction is on-the-job training, which allows our engineers, technicians, and mechanics to provide instruction at your facilities. This training is excellent for practical and productive learning. Materials include course handbooks, on-site laboratory sessions, and examinations. Typical topics include energy management, HVAC systems maintenance, and facility management system operation. Finally, phone support and technical assistance are always available over the phone or during our normal client service visits.</p> |

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| 39 | Describe any technological advances that your proposed products or services offer.  | <p>Our latest technology deployment is OpenBlue, which is further described in Question 70. It is a complete suite of connected solutions that deliver impactful sustainability, new occupant experiences, and respectful safety and security that combines our 135 years of building expertise with cutting-edge technology. OpenBlue features a suite of tailored, AI-powered service solutions such as remote diagnostics, predictive maintenance, compliance monitoring, advanced risk assessments, and more.</p> <p>One of our more powerful and popular technological advances is our Connected Services. All microprocessor-based York chillers can be connected to our Remote Operations Center and monitored 24/7. This information will better prepare our chiller technicians during their service visits and alert them during abnormal operating conditions. Our team will truly be connected to your member's operations resulting in improved performance.</p> <p>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.</p> <p>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.</p> <p>This application also allows our customers to sign off on completed work, which is immediately available for viewing on the Customer Portal. This tool also gives our technicians access to the internet for updated information on third-party equipment and Johnson Controls compiled database on third-party equipment.</p>   |
| 40 | Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.   | <p>At Johnson Controls, we've been dedicated to protecting the environment since our invention of the electric thermostat in 1885, which provided a fundamental shift in the energy efficiency of buildings. Now, all over the world, our products and services empower customers and communities to consume less energy and conserve resources.</p> <p><b>Our Objectives</b><br/>Sustainability is an integral part of our vision and values. Our environmental efforts are conducted with the following objectives in mind:</p> <ul style="list-style-type: none"> <li>• Supporting our company's growth and exceeding our customers' increasing expectations for more sustainable products and services.</li> <li>• Fostering a culture of sustainability that engages and attracts people who want to make a difference.</li> <li>• Improving our operational efficiency, including lowering costs and reducing the environmental footprint of our operations and supply chain.</li> <li>• Expanding engagement with our stakeholders on environmental issues, including leading in global partnerships that increase the scale of our sustainability impact.</li> <li>• Demonstrating our commitment from the top, including the continued integration of sustainability into company goals and decision-making.</li> </ul> <p><b>Our Accomplishments</b><br/>Across our organization, we seek to continuously improve in our environmental work. We're proud and fortunate to have been included in more than 40 prestigious sustainability indexes in recent years.</p> <p>2020 World's Most Ethical Company. Our 13th year in a row to be so recognized—a record only 7 companies worldwide have ever achieved.</p> <p>100 Best Corporate Citizens, 2020. We achieved the rank of #3 in our category and #18 overall among the 100 Best Corporate Citizens for 2020, for environmental, social, and governance (ESG) transparency and performance. We were up against 1000 of the biggest companies in the US to achieve this ranking.</p> <p>MSCI AAA Status. This is Morgan Stanley's sustainability index. Only 5% of companies achieve AAA.</p> <p>S&amp;P 500 ESG Index. Even at a time when companies like Walmart, Twitter, and Honeywell were dropped from the S&amp;P index, we maintained our spot. We are included in the Dow Jones Sustainability Index as well.</p> <p>Here are just some of the reasons why we've received this recognition:</p> <ul style="list-style-type: none"> <li>• From 2002 through 2017, we are proud to have reduced our energy intensity by 47 percent and our greenhouse gas intensity by 41 percent.</li> <li>• Our efforts align with the United Nations Sustainable Development Goals, a universal call to action to end poverty, protect the planet and ensure that all people enjoy peace and prosperity.</li> <li>• We always strive to do more, which is why in 2017 we adopted a new 2025 Sustainability Strategy. 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 are committing to new, ambitious 2025 goals related to greenhouse gas emissions, energy, water, waste, safety, and diversity from a 2017 baseline.</li> </ul> |
| 41 | Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors. | <p>We are unaware of the Certification of independent products, however, Johnson Controls uses third-party software Process Map for our Environmental, Health, and Safety Information System (EHSIS) to track environment, health, and safety data from facilities worldwide. Data are reviewed routinely by qualified personnel, including the regular use of an internal audit process to check not only data in the system but also site-level checks of original records and other aspects. At times, we engage assistance from third-party environmental, health and safety, and ISO consultants for site-specific audits. This includes using, for some sites, certified registrars to validate and certify our operations to various quality, environmental, six sigma, and safety standards, e.g., ISO 9000, ISO 14001, OHSAS 18001. Additionally, filings with environmental, health and safety, and other regulatory agencies are routinely checked internally and by the applicable regulatory agency.</p>  |
| 42 | Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.    | <p>Johnson Controls is a leader in supplier diversity. Since 1993, we have spent more than \$22 billion with certified women- and minority-owned suppliers. Globally, we have included more than 300 diverse and historically underutilized companies into more than 30 product and service procurement categories to support our customer solutions.</p> <p>Johnson Controls' supplier diversity program is successful because of accountability, training, and supplier diversity processes that extend into our customer and supplier networks.</p> <p>Supplier diversity is approached as a discipline that is not confined to one department, geography, or an elite group of star performers. All of the operational, commercial, and advanced supplier diversity activities are tied together with standardized processes company-wide.</p>   |

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| 43 | <p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p> | <p>Sourcewell members can ensure their project produces significant energy savings and the highest return on investment by selecting a company with extensive HVAC System and Service experience and a nationwide branch network that ensures expert local service in every market in North America.</p> <p><b>Unparalleled Experience</b></p> <p>By selecting Johnson Controls, Inc. (Johnson Controls), Sourcewell members will engage an industry leader that has implemented over 3,000 ESPC projects over the past 30+ years and helped pioneer the ESPC industry in the 1980s. We are the national leader in HVAC Systems and services with a greater market share and more experience than any of our competitors. We currently hold over \$6 billion in performance-based guarantees through approximately 615 projects across North America.</p> <p>This experience ensures that Sourcewell members can realize a high-performance project that is designed, implemented, commissioned, and serviced by reliable experts that have successfully installed and service HVAC systems for other K-12, higher-education, state, and local government bodies.</p> <p>We offer our customers the reliability and financial stability of a Fortune 100 company. Our sales for the fiscal year 2015 totaled \$37.2 billion. Our financial muscle is balanced by a strong code of ethics. For the tenth year in a row, Johnson Controls has been named one of the "World's Most Ethical Companies" by the Ethisphere Institute. Corporate Responsibility Magazine has also recognized Johnson Controls as the #14 company in its annual "100 Best Corporate Citizens" list.</p> <p>Our long history and proven capabilities illustrate that we can perform all phases of any project and provide Sourcewell member entities with the best value through equipment upgrades, equipment maintenance, and service, training, or any combination of service that you require.</p> <p><b>We Are Where You Are</b></p> <p>Our field service branch network of 4,500 front-line service providers in over 160 branch locations shows that although Johnson Controls has a large national and international footprint, we understand the importance of having a local presence in the communities we serve.</p> <p>Our extensive branch network is 100% company-owned and operated, which enables us to share resources, expertise, innovations, and corporate values throughout the entire branch network. This enables all of our branch employees to benefit from the experience and lessons learned on projects we perform across the nation and around the world. No other Energy Services Company (ESCO) has a similar network.</p> <p>By investing in local branch locations, we enable local decision-making authority that makes it easier to respond to the needs of customers in a timely manner. Our investment also helps support the communities where we live and work.</p> <p><b>Flexibility and Consistency</b></p> <p>Sourcewell members can benefit from our established and uniform development and implementation approaches that provide a consistent level of service and expedited delivery. We will apply the same management approach at a small-town school district, as we will for a world-renowned University or large state customer with highly dispersed facilities. This ensures that each project meets our standards of quality, safety, and maximum return on investment for our customers.</p> <p>With a large number of resources available to our teams, we are able to provide projects with additional staff to meet aggressive deadlines. Additionally, our ability to streamline the development, procurement, and implementation processes ensure faster upgrades of facilities so our customers will realize savings sooner.</p> <p><b>Safety</b></p> <p>At Johnson Controls, we realize safety is just as important to you as it is to us. From onsite field employees to corporate offices, safety is built into all the services we provide.</p> <p>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.</p> <p><b>Commitment to Diversity</b></p> <p>For any project we undertake, we endeavor to maximize participation from minority-owned and Historically Underutilized Businesses (HUBs). This is an increasingly important goal for many of our customers and benefits Johnson Controls by expanding our pool of available talent in each marketplace.</p> <p>We have more than 700 diverse suppliers representing more than 50 product and service categories. Approximately 7% of Johnson Controls' outside purchases are made with diverse suppliers and contractors with minority purchases making up approximately 80% of the spend. The remaining external purchases are from women-owned firms and firms designated by government agencies as small or disadvantaged businesses.</p> <p>Because of these efforts, Johnson Controls has joined the elite Billion Dollar Roundtable, an organization comprised of only 24 U.S. corporations that spend more than \$1 billion annually with minority- and women-owned businesses.</p> <p><b>Commitment to Sustainability</b></p> <p>Sustainability is a cornerstone of our business. We create sustainable solutions through all of our workstreams and practice what we preach as a corporation. Our corporate headquarters campus in Glendale, Wisconsin represents the largest concentration of LEED Platinum buildings with four awarded buildings in one site.</p> <p>Since 2002, we have publicly 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 2015 Sustainability Report is available for you to view online at:<br/> <a href="http://www.johnsoncontrols.com/corporate-sustainability/reporting-and-policies/business-and-sustainability-report/environmental-leadership">http://www.johnsoncontrols.com/corporate-sustainability/reporting-and-policies/business-and-sustainability-report/environmental-leadership</a></p> |
|----|---|--|

**Table 9A: Warranty**

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

| Line Item | Question  | Response *   |
|-----------|---|--|
| 44        | Do your warranties cover all products, parts, and labor?  | Our warranty structure is set forth to protect our clients against faulty products installed by or workmanship completed by our personnel. Our warranties cover all products, parts, and labor associated with the Johnson Controls installed or serviced system.  |
| 45        | Do your warranties impose usage restrictions or other limitations that adversely affect coverage?   | There are no usage limitations in our warranty system for Johnson Controls installed or serviced systems.  |
| 46        | Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?   | Technician travel time and mileage to perform warranty repairs are covered under our warranty program.   |
| 47        | Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair? | Due to the presence of our company-owned district offices throughout North America, we are not aware of any geographic region where we cannot provide warranty repair services.  |
| 48        | Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?  | As indicated above, our policy states we will warranty a system installed by our technicians for a period of 1 year from the date of the customer's beneficial use. Service parts carry a 90-day warranty from the date of installation by a qualified technician. Different manufacturers may offer their own equipment warranties that cover the replacement cost of specific system components  |
| 49        | What are your proposed exchange and return programs and policies?   | According to the specific terms of each client's agreement, we can exchange a faulty piece of equipment or system component under warranty for its current equivalent. Equipment that cannot be repaired, or that is part of a legacy system no longer supported, will be replaced at the client's request.  |
| 50        | Describe any service contract options for the items included in your proposal.  | <p><b>Maintenance</b><br/>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 a 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.</p> <p>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 is equally important in a successful strategy.</p> <p><b>Reactive Maintenance</b><br/>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><b>Predictive Maintenance</b><br/>Checking the condition of the equipment as it operates. Equipment conditions, rather than time intervals, determine the need for service.</p> <p><b>Preventative Maintenance</b><br/>Scheduling maintenance at specific times offers the first line of defense against failure.</p> <p><b>Proactive Maintenance</b><br/>Addresses root causes identified by predictive methods. It isolates and corrects the sources of failure altogether.</p> |

**Table 9B: Performance Standards or Guarantees**

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

| Line Item | Question   | Response *  |
|-----------|--|---|
| 51        | Describe any performance standards or guarantees that apply to your services                             | <p>Johnson Controls utilizes a total quality management approach across Canada and throughout North America. Johnson Controls develops a clear picture of our customer's definition of quality service, from that we generate a defined set of objectives that form the basis of our performance standard.</p> <p>This method will ensure that Johnson Controls clearly understands and proactively participates in exceeding all of a customer's goals, and in our ability in achieving your expectations for customer satisfaction.</p> <p>Johnson Controls team and individual performance goals are set to a level exceeding the customer's acceptable performance standard. Performance evaluations are based on the team's success in achieving overall project goals; thus, teams are motivated to apply persistent, dedicated, and focused effort to overachieve their goals.</p> <p>Our Performance Infrastructure team provides guarantees for our Performance Contracting projects.</p> <p>For a Performance Contract, Johnson Controls guarantees the savings amount in the contract.</p> <ul style="list-style-type: none"> <li>- We begin monitoring the savings performance at the onset of the construction period and continue throughout the guarantee period. At the same time, we suggest and implement operational enhancements to fine-tune the overall performance.</li> <li>- We monitor savings during the year, produce scheduled reports that describe the results and reconcile the guarantee at the end of each year (or as dictated by the M&amp;V plan).</li> <li>- If the dollar savings are equal to or greater than the guarantee amount, customers receive all of the excess benefits. If there is a shortfall, Johnson Controls will pay the difference between the actual and the guaranteed amount in the form of a check or as additional equipment and services.</li> <li>- We repeat the annual tracking and reconciliation process each year throughout the term of the agreement.</li> </ul> |
| 52        | Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.) | A schedule of values is provided with each proposal that provides details of the service or product being provided, outlines timelines, billing, and responsible parties. There are standard communication and response time protocols that will be outlined at the task-order level.   |

**Table 10: Payment Terms and Financing Options**

| Line Item | Question  | Response *   |
|-----------|---|--|
| 53        | Describe your payment terms and accepted payment methods?   | Payment terms are NPR 30 for all invoices. For contracting sales, a schedule of values will be outlined regarding payment intervals throughout the installation process including after-warranty PSA.  |
| 54        | Describe any leasing or financing options available for use by educational or governmental entities.  | It is the intent of Johnson Controls to utilize Sourcewell Approved Leasing Vendor NCL for potential financing of our Sourcewell opportunities.<br>Our organization offers various financial solutions in an effort to remain focused on the financing needs of its customers. Program offerings include:<br>Direct Purchase<br>Fair Market Value (FMV) Purchase Option<br>10% Purchase Option   |
| 55        | Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders. | Systems and Services North America has a wholly-owned branch network that provides proposals directly to customers for requested product or service purchases. Each proposal procured through the Sourcewell contract will be marked in Salesforce as a Sourcewell Cooperative and will have the Sourcewell contract number and will be logged. Additionally, services are quoted and tracked using the Sourcewell "buying group" Upon customer award and invoiced, these sales will be reported to Sourcewell quarterly |
| 56        | Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.  | Johnson Controls will utilize standard commercial quoting tools when quoting Sourcewell opportunities. The primary systemic tools utilized to build proposals are Selection Navigator, Yorkworks, and NxGen when quoting services. Standard JCI commercial terms are incorporated into these proposals.  |
| 57        | Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?  | We do accept P-card procurement and payment, and we do not pass on any fees to the customer.   |

**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

| Line Item | Question  | Response *   |
|-----------|---|--|
| 58        | Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.                              | This agreement will apply to all Johnson Controls Systems and Services North America (SSNA) branches across the United States. Johnson Controls strives to be a company that is easy to do business with. Therefore, our approach for this opportunity is to keep our pricing model simple, easy to use, and transparent.<br><br>Labor Rates<br>For labor rates, each branch location has published street labor rates that are competitive in their local markets. We will be using the approach discounting 10% off of our local branch published street rates (benchmark: Our labor pricing approach is the same approach utilized by Johnson Controls for GSA Schedule 84, which can be used by most state and local government entities). Local labor rates change annually.<br><br>Equipment, Controls, and Solutions<br>For equipment, controls, fire / Security alarm, and parts manufactured by Johnson Controls, our approach is to discount off of our North American List Price (NALP) or List Price depending upon the pricing tool being utilized.<br>For outside purchased HVAC equipment, controls, fire, security, technology equipment, and miscellaneous components, our approach is to mark up over our cost.<br>HVAC Specialty Air Quality Products are custom built, so pricing will vary<br>For miscellaneous 3rd party parts, mechanical subcontracts, electrical subcontracts, piping subcontracts, insulation subcontracts, job services such as cranes, facilities assessments, job specific tools, management & engineering services and surveys, our approach is to mark up over our cost as verified by 3rd party invoice to Johnson Controls. |
| 59        | Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.  | Discounts vary based on equipment and labor. Maximum equipment discounts are 55%.  |
| 60        | Describe any quantity or volume discounts or rebate programs that you offer.  | Volume discounts will be considered on a project-by-project basis. Most SSNA solutions are customized for each facility and do not qualify for volume discounts.   |
| 61        | Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.  | We supply these items at cost + 30%.   |
| 62        | Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer. | Proficiency and Risk (PR) Fee:<br><br>Due to unforeseen conditions and/or circumstances on all proposals Johnson Controls includes PR assessments. The PR fee averages 5%, of the total sell price depending on the risk it could be as high as 10% or as low as 2%.<br><br>In our existing Sourcewell Contract 030817-JHN, this PR Fee has consistently been included in our proposals under miscellaneous as it is part of our systemic pricing tools. Johnson Controls wants to provide customers with complete transparency of our pricing.  |
| 63        | If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.  | Shipping costs are included, as is disposal.   |
| 64        | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.   | Shipping costs are included in the price.  |
| 65        | Describe any unique distribution and/or delivery methods or options offered in your proposal.   | We strive to achieve just-in-time delivery to avoid storage costs and costs associated with damage that can occur when equipment and parts are stored on-site or in a facility for any length of time. Additionally, we do not enforce your warranty until we reach substantial completion. This helps save our customers a little money by not starting the warranty period too early when the system is not yet in use.  |

**Table 12: Pricing Offered**

| Line Item | The Pricing Offered in this Proposal is: *  | Comments   |
|-----------|---|--|
| 66        | b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments. | Pricing methodology is similar to that of past award. Both B and C apply to our response. Depending upon the opportunity discounts are equal to or better than we offer to GPO's and other cooperatives. It is Johnson Controls policy to standardize pricing across Cooperatives and GPO agreements and enable the branch offices to negotiate the additional discounts on an opportunity by opportunity basis. |

**Table 13: Audit and Administrative Fee**

| Line Item | Question   | Response *  |
|-----------|--|---|
| 67        | Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.                                | Pricing calculations under the Sourcewell contract will leverage estimating tools with defined pricing discounts for Sourcewell members. This pricing methodology makes it easy for our field organization and customers to understand pricing practices. Pricing transparency is provided to the customer with each Sourcewell proposal including reference to the Sourcewell contract. Pricing for large sales often has multiple reviews (sales, sales management, and cooperative program office). Small transactional sales are sample reviewed by the cooperative program office. If a pricing discrepancy would be identified all sales by that sales rep through the Sourcewell contract would be self-audited. The sales reporting and administrative fee remittance function are independent of the field sales organization. Fee processing is completed by a centralized GPO and cooperative processing team. This process will help to eliminate issues relating to unreported sales or missing fees under the Sourcewell contract. The centralized team utilizes data contained with our Customer Relationship Management system, booking system, and cooperative proposal log to help ensure completeness in sales reporting and fee submission. |
| 68        | If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.  | Johnson Controls has established KPI's for evaluating the performance of our Cooperative Program. These internal metrics are comprised of data from both sales and finance. For example, one key metric that we utilize is the number of sales representatives that have an active Sourcewell proposal in the Sales Force pipeline  |
| 69        | Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.) | Johnson Controls proposes a 1% administrative fee. On significant opportunities, we would like to leave open our ability to further negotiate a reduction on a case-by-case basis.  |

**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

| Line Item | Question  | Response *  |
|-----------|---|---|
| 70        | Provide a detailed description of the equipment, products, and services that you are offering in your proposal. | <p>Due to character limitation on the Bid Portal, please see the "Table 14A – Depth and Breadth of Offer Equipment Products and Services" document for complete details.</p> <p>Although we have the unique capacity to self-perform most work, we also have the contract management expertise to know when it is appropriate to outsource some functions. Please see our "Subcontracting Scope of Work" document uploaded as an attachment to this response.</p> <p>HVAC System Design, Installation, and Service<br/>                     HVAC Systems:<br/>                     - Standard Air Handling Units (AHUs), Customer AHUs, AMI Modular AHUs<br/>                     - Inefficient air handling unit replacement<br/>                     - HVAC system redesign<br/>                     - Variable frequency drives<br/>                     - Heat recovery systems<br/>                     - Low leakage air dampers<br/>                     - Variable air volume systems<br/>                     - Inlet vanes for centrifugal fan<br/>                     - Demand control ventilation<br/>                     - Exhaust fans<br/>                     - Fan coil units<br/>                     - Motor replacement<br/>                     - Unit heaters/ventilators<br/>                     - Computer room unit optimization<br/>                     - Four-pipe system to two-pipe system<br/>                     - Variable volume system upgrades<br/>                     - System recommissioning<br/>                     - Duct Free Mini Split Systems<br/>                     - Invertors<br/>                     - Pumps<br/>                     - Indoor Air Quality Products and Devices: Active polarization, non-ionizing, electronic air cleaning systems intended to replace passive filtration<br/>                     - Rooftop units<br/>                     - Heat pumps<br/>                     - PTACs<br/>                     - Water source heat pumps<br/>                     - Air Terminal Devices and Heating Products<br/>                     - Lighting systems-disinfectant lighting (UVC light tech) for air handlers</p> <p>Cooling Systems:<br/>                     - Scroll, Rotary, Centrifugal, Reciprocating, Air-Cooled Chillers, Water-Cooled Chillers, Condensing Units, and Absorption Chillers<br/>                     - Chiller replacements<br/>                     - Gas fire centrifugal chillers<br/>                     - Low load chiller<br/>                     - CFC containment conversions<br/>                     - Tower free cooling<br/>                     - Commercial refrigeration</p> |



- Cooling tower upgrade
- Two speed fan motors
- Variable pitch blade cooling tower fan
- Thermal energy storage systems
- Reclaim A.C. heat rejection
- Variable flow system upgrade
- Air-Cooled Variable Refrigerant Flow Systems
- Chilled water temperature reset
- Humidity control
- Absorption chiller
- Gas-fired chiller
- Condenser auto-cleaning
- Conversion to primary secondary, including VSD on pumps
- Cooling towers De-centralization/centralization
- Free cooling

Energy Management and Control Systems:

- In-room control systems
- Direct digital controls
- Pneumatic control conversion
- Manual valves to automatic valves
- Air compressors
- Lab fume hood control
- Multi-system integration
- Load shedding
- Demand management
- Staging / lead-lag
- Optimum start / stop

Heating Systems:

- Heating system redesign and optimization
- Boiler replacement
- Electric to gas fired boiler
- High efficient modular boilers
- Low load boiler
- Burner replacement
- Dual fuel burners
- Oil atomizing burners
- Boiler stack heat reclaim
- Perimeter radiation
- High efficient domestic water heaters
- Gas line turbulators
- Temperature reset control
- Electric heating to gas
- Piping insulation
- Boiler stack reclaim
- Boiler system de-centralization
- Aerator replacement with O2 scavenger
- Automated water treatment
- Condensate recovery

Performance Contracting

- Energy Conservation Measures
- Investment Grade Audits
- Infrastructure Upgrades

OpenBlue

Building Systems

- Building Management System
- Access Control System
- Lighting
- HVAC
- Floor plans

Integrated Workplace Management Systems

- Meeting rooms (size, location, amenities)
- Desk (reservable, status)
- Assets (type and location)
- Other spaces
- Frictionless Access Control
- Facial Recognition
- Skin temperature scanning solution
- Facemask detection
- Thermal imaging, UV sanitizing gates, contact tracing, touchless visitor management

Enterprise IT Systems

- HR & IT System
- Active Directory
- Microsoft Exchange
- CMMS

Third Party Offerings

- Sensors
- Space Scheduler
- Mobile Access
- Parking management
- Travel options (bus, train, car)
- Weather, traffic, stock prices

OpenBlue Healthy Buildings

- OpenBlue Dynamic Spaces
- Face Mask Detection
- Social Distance Monitoring and Contact Tracing
- Intelligent Frictionless Access Control

OpenBlue Companion

- OpenBlue Clean Air
- OpenBlue Location Manager
- OpenBlue Enterprise Management
- OpenBlue Digital Twin
- OpenBlue Secure
- OpenBlue Tailored Services Suite

Smart City Programs



- Traffic analysis
  - Security Cameras
  - Proximity Sensors
  - Pedestrian Counters
  - Digital signage and speakers
  - Gunshot detection
- Utility Meters
- Water Meters
  - Electric Meters
  - Utility billing analysis
  - Utility rate improvements
  - Meter consolidation
  - Electric power factor correction
  - Automatic Meter Reading (AMR)
  - Advanced Metering Infrastructure (AMI) technology – Full scale implementation
  - Meter accuracy improvements
  - Meter typing & sizing upgrades
  - Automatic leak detection system
  - Customer web portal
  - SCADA upgrades
- Distribution Systems and Cogeneration Plants
- Central Utility Plants
  - Cogeneration/CHP Systems
  - Central cooling plant
- Lighting Systems
- Lighting Products: Intelligent lighting, connected lighting, streetlighting, intelligent street lighting, decorative lighting, human-centric lighting, specialty lighting, safety lighting, disinfectant lighting, and commercial lighting.
  - Interior Lighting:
    - o Linear Fluorescent Upgrades: New LED fixtures, LED retrofit kits, LED tubes
    - o CFL/INC/HID Upgrades: New LED fixtures, LED retrofit kits, LED re-lamps
    - o High Bay Fixtures: New LED fixtures
  - Exterior Lighting:
    - o Building Mounted: Wall packs, floods, canopy
    - o Pole Mounted: Area and street lights, Post top decorative, High mast, Parking garages
  - Lighting Controls:
    - o Room based controls: occupancy sensors, Photocell sensors
    - o Stand-alone Networked controls
    - o Integrated Networked controls with BAS
    - o Smart City controls
- Human-Centric Lighting (HCL): HCL systems combine intelligent lighting control with LED lamps and fixtures that have the ability to change their color temperature and intensity. Light varies during the day according to the natural lighting cycle:
- o Low light levels and low CCTs (Correlated Colour Temperature) in the early morning
  - o High light levels and high CCTs at midday (up to 10,000 K)
  - o Low light levels and low CCTs during evening
  - o Extremely low light levels and a medium CCT under moonlight
- Smart Building-Wide Lighting Control
  - Building Automation System Integration
  - Business Optimization
- Building Envelope Systems
- Window glazing
  - Tinted window film
  - Energy efficient windows
  - Window and door weather stripping and caulking
  - Revolving doors
  - Air curtains
  - Automatic door closers
  - Roofing
  - Insulate walls, roof, floor, soffit
  - Caulk pipe penetrations
  - Seal ceiling to roof gap
  - Solar radiation reduction
  - Reflective coating to roof
  - Weatherproofing
- Water and Sewage Systems
- Water Conservation
- Retrofit flush valves, showerheads, faucets, toilets
  - Automated water systems
  - Cooling tower retrofits
  - Ice machine upgrades
  - High efficiency domestic water heaters
  - Waste heat recovery
- Water Supply/Treatment/Distribution
- Raw water pumping
  - High service pumps
  - Backwash water pumps (filtration plants)
  - Water control systems
  - Plumbing systems
  - Irrigation systems
  - Domestic water
  - Rain water harvesting
- Wastewater Collection and Treatment
- Wastewater lift pumps
  - Aeration system improvements (diffusers, controls, blowers)
  - Digester gas to energy projects
  - Digester improvements
- Flood Control
- Flood control systems
  - Flood monitoring systems
  - Integrated traffic control and monitoring systems
- Renewable Energy Systems
- Solar photovoltaic
  - Wind turbines

- Geothermal heat pumps
- Microgrid
- Energy storage
- Solar daylighting
- Biomass plants
- Solar thermal pool heating
- Solar thermal domestic water heating
- Solar transpired walls
  
- Distributed Energy Storage
- Battery Power Stationary Storage
- Energy Storage System - In-Building
- Modular Container Distributed Energy Storage System
- Thermal Energy Storage Systems
- Ice Storage
  
- Sewer Heat Recovery
- Waste Heat Recovery and Urban Biogas Utilization
  
- Microgrids
  
- Connected Technologies
- Audio-Visual
- Data Cabling
- LAN/WAN/Voice
- Distributed Antenna Systems
- Nurse Call Systems
- Security Systems
- HL7 Integrations
  
- Pool Systems/Environment and Recreational Spaces
- Additional Systems
- Loading dock air curtains
- Ceiling systems
- Electrical power systems
- Emergency generators
- Turbine generators
- Switch gear
- Elevator modernization
- Waste management
- Waste compactors
- Red bag waste
- Pool covers and pool heat recovery
- Air and water balance
- Power factor correction
- Fleet management
- Start-up and commissioning
- High efficiency water heating
- Instantaneous hot water heating and removal of large storage tanks
- Waste heat recovery for dryers and kitchens
- Conversion of electric kitchen equipment to gas
- Water savings measures for kitchen and laundry
- Ozonated laundry upgrades
- Kitchen equipment
- Dishwasher replacement
- Walk-in coolers optimization
- Exhaust system optimization
- Kitchen design
- Laundry systems
  
- Service and Maintenance
  
- Public Relations
  
- Security
- 24/7 remote monitoring
- Access control
- Advanced video surveillance
- Intrusion detection
  
- Fire, Life-Safety & Hazard Protection
- Fire alarm systems
- Fire sprinkler systems
- Fire suppression systems
- Mass notification systems
- Special hazard solutions
- Extinguishers
- Mass Notification
- Special Hazard
- Sprinkler
  
- Operational Intelligence & Loss Prevention
- Information management solutions
- Real-time location systems (RTLS) for asset management
- Video and traffic analytics

|    |  |  |
|----|--|--|
| 71 | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | <ul style="list-style-type: none"> <li>- Renewable Technologies</li> <li>- Indoor Air Quality</li> <li>- Lighting Systems</li> <li>- Energy Efficiency</li> <li>- Greenhouse Gas Reduction</li> <li>- Smart Building Technologies</li> <li>- Smart City Technologies</li> <li>- Artificial Intelligence</li> <li>- Security</li> <li>- Connected Technologies</li> <li>- Energy Storage</li> <li>- Microgrids</li> <li>- HVAC Equipment</li> <li>- Controls</li> <li>- Building Automation Systems</li> <li>- Energy Management Systems</li> <li>- Operational Intelligence and Asset Management</li> <li>- Fire alarm and suppression</li> <li>- Security</li> <li>- Extinguishers</li> <li>- Sprinkler</li> <li>- Mass Notification</li> <li>- Special Hazard</li> </ul> |
|----|--|--|

**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

| Line Item | Category or Type  | Offered *  | Comments  |
|-----------|---|--|---|
| 72        | HVAC, IAQ, and water heating or treatment infrastructure, equipment, components, products, parts, and related technology  | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | See attachment 14A - Depth and Breadth of Offer Equipment Products and Services |
| 73        | Sensors, controls, thermostats, gauges, and system automation or management products and technology   | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | See attachment 14A - Depth and Breadth of Offer Equipment Products and Services |
| 74        | Services related to the offering of the solutions described in Lines 72 and 73 of Table 14B above, including installation, maintenance, repair, refurbishment, replacement, system upgrades, emergency or short-term HVAC equipment rental, assessment, integration, training, support, and customization | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | See attachment 14A - Depth and Breadth of Offer Equipment Products and Services |

**Exceptions to Terms, Conditions, or Specifications Form**

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

**Documents**

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
  2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
  3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
  4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Sourcewell Pricing Table 07 01 21 Final Rev.docx - Wednesday June 30, 2021 14:58:28
  - [Financial Strength and Stability](#) - 2020-10-k-for-jci-site.pdf - Monday June 28, 2021 14:57:33 [Marketing Plan/Samples](#) - Marketing Doc.pdf - Tuesday June 29, 2021 09:58:10
  - [WMBE/MBE/SBE or Related Certificates](#) (optional)
  - [Warranty Information](#) - Project Warranty Letter.pdf - Monday June 28, 2021 16:09:35
  - [Standard Transaction Document Samples](#) - HS HP Upgrade and Service Sample Proposals.pdf - Monday June 28, 2021 15:40:04
  - [Upload Additional Document](#) - Table 2 Certification and Table 14A Additional Info.zip - Tuesday June 29, 2021 10:31:24

**Addenda, Terms and Conditions**

**PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcwell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcwell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcwell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcwell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jeremy Rainwater, VP & GM HVAC and Controls North America, Johnson Controls, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes  No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

| File Name   | I have reviewed the below addendum and attachments (if applicable) | Pages |
|---|--|-------|
| <b>Addendum_4_HVAC_Systems_Services_RFP_070121</b><br>Tue June 22 2021 04:10 PM | <input checked="" type="checkbox"/>                                | 1     |
| <b>Addendum_3_HVAC_Systems_Services_RFP_070121</b><br>Wed May 26 2021 04:55 PM  | <input checked="" type="checkbox"/>                                | 1     |
| <b>Addendum_2_HVAC_Systems_Services_RFP_070121</b><br>Tue May 18 2021 03:45 PM  | <input checked="" type="checkbox"/>                                | 1     |
| <b>Addendum_1_HVAC_Systems_Services_RFP_070121</b><br>Mon May 17 2021 01:50 PM  | <input checked="" type="checkbox"/>                                | 1     |

## **AGREEMENT**

THIS AGREEMENT IS MADE AND ENTERED INTO THIS 30<sup>th</sup> DAY OF September, 2022, by and between the Sacramento City Unified School District ("District") and Johnson Controls, Inc. or "JCI" ("Contractor") ("Agreement").

**WITNESSETH:** That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

- 1. The Work:** Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

**PROJECT: METASYS (HVAC CONTROL UPGRADE) AT HIRAM JOHNSON**

It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents including, without limitation, the Drawings and Specifications and submission of all documents required to secure funding or by the Division of the State Architect for close-out of the Project, under the direction and supervision of, and subject to the approval of, the District or its authorized representative.

- 2. The Contract Documents:** The complete Contract consists of all Contract Documents as defined in the General Conditions, the JCI Rider to Installation Agreement dated June 15, 2022 ("Rider"), and the Memorandum of Understanding between JCI and the District dated February 28, 2022 ("MOU") all of which are incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
- 3. Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 18 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.
- 4. Time for Completion:** It is hereby understood and agreed that the work under this contract shall be completed within per the Project Schedule "HVAC Metasys Upgrades Inc 1 Phase 2 Various Schools" ("Contract Time") from the date specified in the District's Notice to Proceed.

**5. Completion-Extension of Time:** Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.

**6. Liquidated Damages:** Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of Five Hundred dollars (\$500) per day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work. It is hereby understood and agreed that this amount is not a penalty.

In the event that any portion of the liquidated damages is not paid to the District, the District may deduct that amount from any money due or that may become due the Contractor under this Agreement. The District's right to assess liquidated damages is as indicated herein and in the General Conditions.

The time during which the Contract is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the District may grant. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

**7. Loss Or Damage:** The District and its authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold the District and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.

**8. Insurance and Bonds:** Before commencing the Work, Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.

**9. Prosecution of Work:** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

**10. Authority of Architect, Project Inspector, and DSA:** Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), and the Division of the State Architect have authority to approve and/or stop Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the

California Code of Regulations, and all applicable laws. The Contractor shall be liable for any delay caused by its non-compliant Work.

- 11. Assignment of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
- 12. Classification of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type C-20 Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
- 13. Registration as Public Works Contractor:** The Contractor and all Subcontractors currently are registered as public works contractors with the Department of Industrial Relations, State of California, in accordance with Labor Code section 1771.4.
- 14. Payment of Prevailing Wages:** The Contractor and all Subcontractors shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.
- 15. Labor Compliance:** This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and Title 8 of the California Code of Regulations. Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of Division 2, Part 7, Chapter 1, of the Labor Code, including, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate electronic certified payroll records as required by the Contract Documents, or the District may not issue payment.
- 16. Contract Price:** In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

**One Million Three Hundred Nineteen Thousand Six Hundred Ninety-Five and 95/100 Dollars (\$1,319,695.95)**



which sum is to be deducted from the V-Pac Credit [OR] applied toward the V-Pac Balance described in the MOU, according to the schedule provided by the Contractor and accepted by the District and subject to additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s).

- 17. Severability:** If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

**JOHNSON CONTROLS, INC.**

**SACRAMENTO CITY UNIFIED  
SCHOOL DISTRICT**

By:

*Rakvia Pagely*

Title: California HVAC Area Installation Manager

Date: Oct. 24, 2022

By: Rose Ramos

Title: Chief Business Officer

Date: \_\_\_\_\_

NOTE: If the party executing this Contract is a corporation, a certified copy of the by-laws, or of the resolution of the Board of Directors, authorizing the officers of said corporation to execute the Contract and the bonds required thereby must be attached hereto.

END OF DOCUMENT



**Johnson Controls  
Rider to Installation Agreement**

This Rider is made as of **October 12, 2022** by and between **Johnson Controls, Inc.** ("Johnson Controls") and Sacramento City Unified School District ("Customer") and amends the Metasys (HVAC Control Upgrade) at Hiram Johnson High School (the "Agreement"). This Rider is effective as of the date of last signature below. The provisions of this Rider supersede and replace any other agreement or agreements between Johnson Controls and Customer with respect to the subject matters covered by this Rider and constitutes the entire agreement of the parties on the subject matter hereof.

- 1. **Indemnity.** Section 14.2.1 of the General Conditions only, shall be replaced with the following: Johnson Controls agrees to indemnify Customer, its board members, officers, representatives, contractors, agents, and employees, in both individual and official capacities for all damages, losses and expenses with respect to any third-party claims, including those for personal injury, including death, or tangible property damage but only to the extent such damages, losses and expenses are caused by the negligent acts or willful misconduct of Johnson Controls in fulfilling its obligations under this agreement. In the event Johnson Controls is obligated to indemnify Customer as set forth above, Johnson Controls has the right but not the obligation to defend Customer against third-party claims. If Johnson Controls elects to undertake such defense, then Johnson Controls shall have exclusive control over the defense.
- 2. **Waiver of Consequential Damages.** **IN NO EVENT, WHETHER IN CONTRACT, TORT OR OTHERWISE (INCLUDING BREACH OF WARRANTY, NEGLIGENCE, PRODUCT LIABILITY AND STRICT LIABILITY IN TORT), WILL JOHNSON CONTROLS AND ITS AFFILIATES AND THEIR RESPECTIVE PERSONNEL, SUPPLIERS AND VENDORS BE LIABLE TO CUSTOMER (DIRECTLY OR INDIRECTLY) UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY ARISING FROM, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR ANY: (A) SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES (WITH LIQUIDATED DAMAGES NOT BEING WAIVED BY THIS PARAGRAPH); (B) LOST PROFITS, REVENUES, DATA, CUSTOMER OPPORTUNITIES, BUSINESS, ANTICIPATED SAVINGS, OR GOODWILL; (C) BUSINESS INTERRUPTION; OR (D) DATA LOSS OR OTHER LOSSES ARISING FROM VIRUSES, RANSOMWARE, CYBERATTACKS OR FAILURES OR INTERRUPTIONS TO NETWORK SYSTEMS.**
- 3. **Insurance.** Johnson Controls shall maintain insurance to cover its proportionate share of liability in amounts set forth below in full force and effect at all times until the (a) obligations under the Agreement have been completed or (b) the Agreement is cancelled or terminated, and shall provide a certificate evidencing such coverage promptly following a Customer's request.

| <u>COVERAGES</u>                             | <u>LIMITS OF LIABILITY</u>                          |
|--|---|
| Workmen's Compensation Insurance             | Statutory   |
| Commercial General Liability Insurance       | \$1,000,000 Per Occurrence<br>\$2,000,000 Aggregate |
| Comprehensive Automobile Liability Insurance | \$1,000,000 Combined Single Limit                   |

The above limits may be obtained through primary and excess policies and may be subject to self-insured retentions.

Any insurance protection afforded to the Customer under this policy will be limited to the terms of the certificate of insurance and/or endorsement and will not expand upon, alter, supplant, or supersede Johnson Controls' contractual obligations hereunder including any indemnification obligations. The amount payable under the policy will be the lesser of the amount required by the contract and the limits provided by the policy.

Customer shall maintain all insurance coverage that 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.

- 4. **Payment.** All undisputed amounts 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 disputed amounts are due and payable upon resolution. All other amounts remain due within thirty (30) days. Work performed on a time and material basis shall be at Johnson Controls' then-prevailing rate for material, labor, and related items, in effect at the time supplied under this Agreement. Johnson Controls shall invoice Customer for progress payments to 100% percent based upon equipment delivered or stored, and services performed. In the event project duration exceeds one month, Johnson Controls reserves the right to submit partial invoices for progress payments for work completed at the project site. Customer agrees to pay any progress invoices in accordance with the payment terms set forth herein. Customer's

failure to make payment when due is a material breach of this Agreement and will give Johnson Controls, without prejudice to any other right or remedy, the right to (a) stop performing any Services and/or withhold further deliveries of Equipment and other materials; terminate or suspend any unpaid software licenses; and/or terminate this Agreement; and (b) charge Customer interest on the amounts unpaid at a rate equal to the lesser of 1.5% per month or the maximum rate permitted under applicable law, until payment is made in full. Customer agrees to pay all of Johnson Controls reasonable collection costs, including legal fees and expenses. Customer agrees to pay a deposit equal to 30% of the project sell price (pre-tax) prior to Johnson Controls providing any labor or materials on the project.

5. **Force Majeure.** Johnson Controls shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to perform under this Agreement, caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is an event beyond the reasonable control of Johnson Controls, foreseeable or unforeseeable, including, without limitation, acts of God, severe weather, declared or undeclared natural disasters, acts or omissions of any governmental authority including change in applicable law, epidemics, pandemics, disease, viruses, quarantines or other public health risks and/or responses, strikes, lock-outs, labor shortages or disputes, an increase of 5% or more in tariffs, fires, explosions or other casualties, thefts, vandalism, civil disturbances, riots, war, terrorism, power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation. If Johnson Controls' performance is delayed, impacted, or prevented by a Force Majeure Event or, its continued effects, Johnson Controls shall be excused from performance under the Agreement. If Johnson Controls is delayed in achieving any scheduled milestones due to a Force Majeure Event, Johnson Controls will be entitled to extend such milestones by the amount of time Johnson Controls was delayed as a result of such event.

Sacramento City Unified School District

Johnson Controls, Inc.

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

Signature: Rahvie Pagely

By: Rose Ramos

By: Rahvie Pagely

Title: CBO

Title: California HVAC Area Installation Manager

September 13, 2022

**Attention:** Mike Taxara at SCUSD

**Subject:** SCUSD – Metasys Upgrades Hiram Johnson

Johnson Controls is pleased to provide the following proposal:

**This scope of work is based on the following bidding documents:**

- Plans: None
- Spec: None
- Job walks with Mike at SCUSD and Chris Cuff at KMM and Zac Dillow with JCI.
- No formal criteria docs were given, the scope below is JCI's understanding of the verbal discussions and is the limit of what JCI will perform.
- Counts are as confirmed during the job walks, changes in counts as discovered during work/engineering will be considered change orders

**This will be a Hybrid/SUMMER SITE – the MOP below is still applicable, but JCI will not provide a parallel system. Rather, JCI will disable the Allerton system and re-use as much pathway, conduit, wire as feasible. The site will be offline and not controllable until JCI is complete with our work.**

**Method of Procedure:**

The goal of this scope of work is to remove and replace the dysfunctional KMC and Allerton control systems at the sites shown below in a like for like manner. We aim to do this a little impact to school function as possible. This will require a combination of normal hours and off hours work. JCI will build the Metasys system in parallel with the existing systems performing as much of the wiring, programming, commissioning as possible prior to “cut over” where we will start to take actual control of the mechanical systems piece by piece.

Preliminary Engineering – Per site, JCI will generate a set of controls submittal documents that outline the points, material, terminations diagrams and sequence of operation (including economizer control) for each piece of equipment. JCI will identify mounting locations for the field controllers and the location of the JCI engine and the proposed trunk routing (which may mean having the SNE in the middle of trunk vs the end of line). JCI will include a preliminary schedule for each site. JCI will include a graphics and MUI submittal. This will require site walks by JCI and our subs. Prior to beginning any work or ordering any material – JCI will review these documents with SCUSD, and upon SCUSD approval these submittals will become the formal scope of work document to be referred to.

The first step will be building the Metasys BACnet network on each campus. During normal hours (where allowable) JCI will install a new Network Engine for each site – connect it to power and SCUSD Network. We will then run conduit/rigid on the exterior of the buildings to each piece of roof mounted or grade mounted rooftop equipment. JCI will re-use existing pathways as allowable.

The second step will be preparing each piece of mechanical equipment for cut over. JCI will install during normal hours (as allowable) a new enclosure with a JCI controller in it. JCI will power this controller using the existing 24V power source assumed available on the RTU equipment. JCI will install the various SCUSD required monitoring sensors on the unit, connect them to the JCI controller. JCI will prep the controller to land at the manufacture terminal strip for control of heating, cooling and fan – but not perform the actual termination work until cut over.

The third step will be a pre-functional test of the network. Having the engine installed, controllers powered up and connected to the engine – JCI will download controllers and perform check out of the monitoring sensors that we can. JCI will check bus integrity and proper controls communication with the head end. JCI will also perform the

head end work – generating the user views, graphics and MUI configurations for the sites. At this point the system will be “online” but a lot of the points will be “offline” as they will exist in the software – but will not exist in reality as we have not performed cut over yet. The goal of this step is to have everything ready such that when the terminal point does get connected during that cut over – it will “know where to go” in the software and the ??? question marks will turn to actual data with values as measured by sensors in the space.

The 4<sup>th</sup> step will be the cut over step. This work will be performed off hours and is the moment JCI will disconnect existing control and bring full control to Metasys. JCI will perform work in the class room and administrative spaces, installing zone temperature sensors, zone CO2 sensors, terminating at the thermostat interface on the RTU and taking over control of the economizer (where applicable). Once everything is now connected, and terminations verified – JCI will perform another functional test of the unit commanding heating, cooling, fan and visually confirming the RTU receives and responds to these commands. JCI will confirm the user interface, graphics and MUI get populated with the now connected data. JCI will also confirm the SCUSD specialty sequences (Auto Demand Response, Smoke Mode, Virus Mode) on a global basis – commanding the site into the various mode, but only visually inspecting a handful of units. This step will take multiple evenings and weekends with JCI performing as many of the cutovers as we can in a workday. JCI will cut over units and ensure they are functional by 7am the following day or by 7am Monday for work performed over the weekend.

In the event that a unit fails its functional test, JCI will reconnect the existing controls infrastructure as it was, diagnose and retry at a later time.

Step 5 will be demolition of the existing system. Once the entire campus is complete. JCI will perform demolition of the existing controls system. JCI will remove all wire associated with the existing system, demo all controllers, sensors, enclosures, power supplies and crate them for delivery to the owner. Work exterior to the building will be normal hours and work interior to the building will be off hours. The only thing that will remain of the old system is the pathway that connected it.

Customer Checkout – The final step will be walking the site with SCUSD and performing a customer checkout of the system. It will also include sitting with the district at the head end and reviewing the user interface, graphics and MUI configuration. The customer at this point will have an opportunity to challenge, test, explore, as questions on the installation generating a punch list. JCI will remediate any of these punch list items and after completion of the, the warranty period will begin.

Post Engineering – JCI will provide a set of as builts with final trunk mapping to the customer to serve as record documents for SCUSD. This as builts will include a copy of the completed punch list.

Warranty – JCI warrants our work for a period of 1 year labor and 3 years material. Material warranty begins at time of manufacture (date code as published on the JCI controller).

*This information is confidential between JCI and SCUSD and not to be shared outside of these negotiations. They represent the intellectual property of JCI engineering the approach to the task at hand.*

#### **Method of Procedure – Summer work**

JCI intends to complete some of the sites during the summer. We would like to reserve this for the more complex sites such as high schools with larger footprints and more complex HVAC systems. Seeing there will be no students during the summer – the goal to have units back online by 7am is no longer a requirement. As such – JCI will follow a traditional construction process starting with complete demo of the existing system, installation of the new system leveraging existing pathway as deemed appropriate (JCI will still pull brand new cable) and ending with

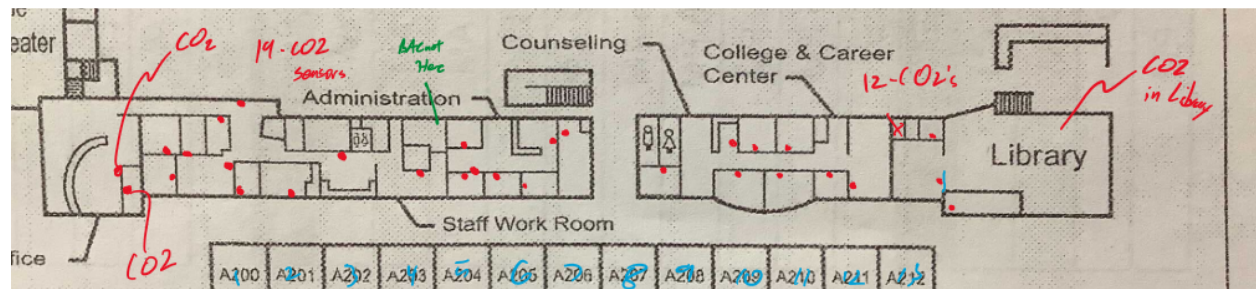
programming, functional testing and commissioning of the system. All pre/post engineering activities will remain the same. All customer checkout/warranty will remain the same. The actual sites to be performed over the summer will be determined per the KMM schedule as verified by JCI.

**Qty Description**

- 1 Site Engineering to generate
  - Controls submittals with drawings, points lists, SOO's, controller locations, proposed trunk mapping
  - Identify any asbestos concerns
  - Confirm quantity of economizers JCI will take over
  - Confirm if pathway exists to portables
  - Generate as-built submittals for SCUSD record
- 1 Coordination meeting with customer for review of JCI submittals to confirm scope of work
- 1 Site walk with customer after completion to generate punch list
  
- 1 SCUSD custom sequences
  - Virus Mode
  - Smoke Mode
  - Auto DR
  - Optimized start/stop
  - FDD on all economizers taken over by JCI
  - SCUSD Custom heating/cooling PID loop
- 1 Outside air temperature sensor for site

**Admin Wing**

- 1 Connect to NAE 55-3 installed in Rm C-15
  - Upgrade to Latest Version of Metasys
- 30 CO2 Sensors installed in 1<sup>st</sup> Floor Space that is served by VRF system
  - Separate JCI NS CO2 sensor installed underneath the VRF thermostat controller
- 7 JCI control panels installed in space to pick up additional sensors
  - CGM controller – Small Frame
  - NEMA 3R enclosure with key lock
  - Location TBD during engineering suite walks



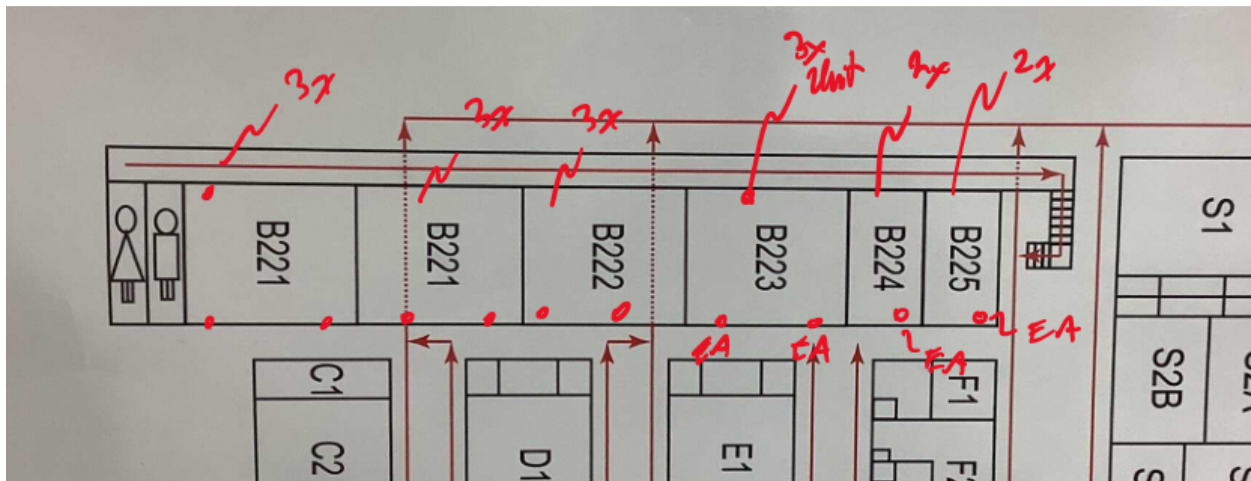
- 13 Control of 4 Pipe Unit Ventilators on 2<sup>nd</sup> floor  
-New JCI CGM controller in NEMA 3R enclosure mounted on wall in classroom  
-Wiremold as needed to get from controller to inside unit  
-Fan amperage sensor  
-Discharge air temperature sensor  
-Zone Temperature Sensor – SA Bus – Located on perpendicular wall to front door 5-10 ft away from door.  
Surface mount raceway from ceiling to sensor  
-Zone CO2 sensor – SA Bus  
-Re-use HW and CHW control valves (identified on a single unit as Belimo LR24 actuated valves) – take over control for cooling and heating  
-Re-use RA damper actuator – take over control  
-Re-use EA damper actuator – take over control – reuse pathway and wire from current controller to this actuator across the room over the front door.  
-Excludes OA damper actuator – none found during walk
- 2 Control of 4 pipe AHU serving library  
-Re-use HW and CHW control valves – take over control for cooling and heating  
-Discharge air temperature  
-3 new JCI damper actuators for OA, EA, RA control  
-Fan command, status and amperage  
-Filter DP sensor  
-Mixed air temperature, return air temperature  
-Zone Temperature Sensor – SA Bus  
-Zone CO2 sensor – SA Bus

### **B Wing**

- 1 Connect to NAE 55-3 in Rm C-15  
-Upgrade to Latest Version of Metasys
- 16 Control of 4 Pipe Unit Ventilators on 2<sup>nd</sup> floor  
-New JCI CGM controller in NEMA 3R enclosure mounted on wall in classroom  
-Wiremold as needed to get from controller to inside unit  
-Fan amperage sensor  
-Discharge air temperature sensor  
-Re-use HW and CHW control valves (identified on a single unit as Belimo LR24 actuated valves) – take over control for cooling and heating  
-Re-use RA damper actuator – take over control  
-Excludes OA damper actuator – none found during walk
- 6 Temperature control zones for (16 UV)  
-Zone Temperature Sensor – SA Bus – Located on perpendicular wall to front door 5-10 ft away from door.  
Surface mount raceway from ceiling to sensor  
-Zone CO2 sensor – SA Bus
- 10 -Re-use EA damper actuator – take over control – reuse pathway and wire from current controller to this actuator across the room over the front door.



- 1 Split system HP control in "Vending" room – Condensing unit on 2<sup>nd</sup> floor roof. FCU in first floor
  - New NEMA 3R Enclosure with CGM mounted inside
  - Interlock to unit terminal strip to command heat, cool, fan
  - Discharge air temperature
  - Return air temperature
  - Compressor Amperage sensor
  - Fan amperage sensor
  - New damper actuator for (e) Outside Air damper with damper feedback
  - Zone Temperature Sensor – SA Bus
  - Zone CO2 sensor – SA Bus



### C,D,E,F Wings

51 units (confirmed by counts on M sheets from construction job) received BACnet FEC's and CO2 sensors

- 51 Reprogram RTU for SCUSD SOO
  - Excludes any new material

### Shop Wing

- 1 New SNE 2200 installed in main boiler room
  - There is an existing NCE there – use same 120V power circuit and IP connection
- 18 Ceiling suspended unit ventilators
  - New JCI CGM controller in NEMA 3R enclosure mounted on wall in classroom
  - Fan amperage sensor
  - Discharge air temperature sensor
  - Re-use HW and CHW control valves (identified on a single unit as Belimo LR24 actuated valves) – take over control for cooling and heating



**X Wing**

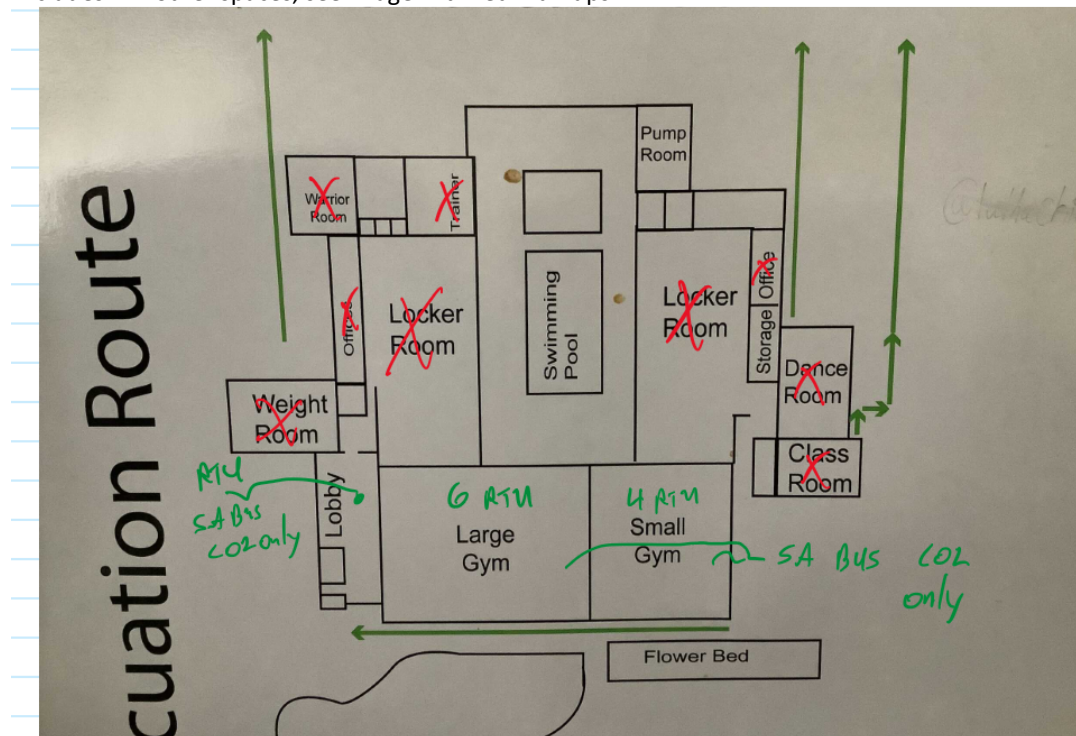
- 1 Connect to SNE 2200 installed for shop wing – installed in boiler room
  
- 26 Control of Scholaire Portable Units - Heat Pumps
  - New NEMA 3R Enclosure with CGM mounted inside – Enclosure mounted INSIDE classroom
  - Interlock to unit terminal strip to command heat, cool, fan
  - Discharge air temperature
  - Return air temperature
  - Compressor Amperage sensor
  - Fan amperage sensor
  - New damper actuator for (e) Outside Air damper with damper feedback
  - Zone Temperature Sensor – SA Bus
  - Zone CO2 sensor – SA Bus
  
- 2 Control of BARD Portable Units
  - New NEMA 3R Enclosure with CGM mounted inside – Mounted OUTSIDE on portable wall
  - Interlock to unit terminal strip to command heat, cool, fan
  - Discharge air temperature
  - Return air temperature
  - Compressor Amperage sensor
  - Fan amperage sensor
  - New damper actuator for (e) Outside Air damper with damper feedback
  - Zone Temperature Sensor – SA Bus
  - Zone CO2 sensor – SA Bus
  
- 4 Floor unit ventilators
  - New JCI CGM controller in NEMA 3R enclosure mounted on wall in classroom
  - Fan amperage sensor
  - Discharge air temperature sensor
  - Re-use HW and CHW control valves (identified on a single unit as Belimo LR24 actuated valves) – take over control for cooling and heating
  - Re-use RA damper actuator – take over control
  - Excludes OA damper actuator – none found during walk
  
- 3 Temperature control zones for (4 UV)
  - Zone Temperature Sensor – SA Bus
  - Zone CO2 sensor – SA Bus
  
- 2 -Re-use EA damper actuator – take over control – reuse pathway and wire from current controller to this actuator across the room over the front door.

- 1 Control of package rooftop equipment
  - New NEMA 3R Enclosure with CGM mounted inside
  - Interlock to unit terminal strip to command heat, cool, fan
  - Discharge air temperature
  - Return air temperature
  - Compressor Amperage sensor
  - Fan amperage sensor
  - New damper actuator for (e) Outside Air damper with damper feedback
  - Zone Temperature Sensor – SA Bus
  - Zone CO2 sensor – SA Bus

**Gym Wing**

- 0 Connection to NAE
  - Per site walk, the gym is already on Metasys with RTU's controlled by FEC's
- 10 New SA Bus CO2 sensors
  - (E) SA Bus temperature sensors controlling 10 RTU's. JCI to rough in and install 10 NS CO2 sensors and daisy chain on SA bus
- 10 Reprogram RTU for SCUSD SOO
  - Excludes any new material

Excludes ALL other spaces, see image with red markups



### Cafeteria Zone

- 0 Connection to NAE  
-Per site walk, the gym is already on Metasys with RTU's controlled by FEC's
- 5 New SA Bus Temp Sensors  
-(E) resistive element sensors to be demolished. JCI to reuse cable for SA bus connection and install new SA bus temp sensor
- 5 Reprogram RTU for SCUSD SOO  
-Excludes any new material
- 3 SA bus CO2 sensors – JCI to rough in and install 3 NS CO2 sensors and daisy chain on SA bus  
-Main lunch room, staff room and Kitchen
- 1 Replace MAU/EF controller with JCI control panel  
-Demo (e) Reznor controller  
-New JCI custom control panel with fan status indicator, heat indicator, dirty filter indicator. Unit on/off switch, unit heat, vent or cool switch. Will be installed where current Reznor panel is.  
-Zone temperature sensor  
-Zone CO2 sensor  
-Command heat, cool, fan to MAU – reuse existing temperature control valves  
-Filter status – DP Sensor  
-EXCLUDES connection to exhaust fan – I do not see that identified on the Reznor controller  
-(1) OA damper actuator (assumed) to open/close when unit is on/off



### Auditorium Zone

- 0 Connection to NAE  
-Per site walk, the gym is already on Metasys with RTU's controlled by FEC's
- 3 New SA Bus CO2 sensors  
-(E) SA Bus temperature sensors controlling 3 AHU's. JCI to rough in and install 3 NS CO2 sensors and daisy chain on SA bus



- 3 Reprogram RTU for SCUSD SOO  
-Excludes any new material
  
- 1 Complete Metasys control of MAU serving Main Auditorium  
-Per walk, there is existing FEC's controlling the zone dampers/temperature of the MAU  
-JCI provided additional controller installed in (e) enclosures for additional logic and points  
-Remove and replace (6) pneumatic actuators with DDC actuators – this is for economizer control  
-Supply fan command/status/amperage – No VFD see during walk  
-(2) return fan command and status and amperage – No VFD discovered during site walk  
-REUSE – existing temperature control valves and actuators – all we discovered was the HW control valve which did have a 3 way actuator  
-New DA-T temperature sensors (6)  
-Filter DP sensor  
-RA temperature sensors, MA temperature sensor
  
- 1 Reprogram and recommission entire AHU as part of this effort – Pavel did some work, but during site walk controllers actively showed “Status, no objects are configured”. If JCI is touching the unit we feel it will be the owners expectation that we take responsibility for its function. JCI has included additional time to investigate and “make correct” control of this MAU.
  
- 6 SA bus CO2 sensors  
-There are 6 actively controlled temp zones with existing NS Temperature sensors. JCI to daisy chain into existing SA bus  
-There are 8 physical zones however, only 6 of them have damper actuators so there are 6 temperature zones

### **Adolescent Family Zone**

- 1 Loytech BACnet IP router installed in far set of portables  
-120V and IP connection included
  
- 6 Control of BARD Portable Units  
-New NEMA 3R Enclosure with CGM mounted inside  
-Interlock to unit terminal strip to command heat, cool, fan  
-Discharge air temperature  
-Return air temperature  
-Compressor Amperage sensor  
-Fan amperage sensor  
-New damper actuator for (e) Outside Air damper with damper feedback  
-Zone Temperature Sensor – SA Bus  
-Zone CO2 sensor – SA Bus
  
- 1 Loytech BACnet IP router installed for core set of 4 structures  
-120V and IP connection included  
-JCI has assumed there is pathway we can use between these 4 structures



- 5 Control of BARD Portable Units
  - New NEMA 3R Enclosure with CGM mounted inside
  - Interlock to unit terminal strip to command heat, cool, fan
  - Discharge air temperature
  - Return air temperature
  - Compressor Amperage sensor
  - Fan amperage sensor
  - New damper actuator for (e) Outside Air damper with damper feedback
  - Zone Temperature Sensor – SA Bus
  - Zone CO2 sensor – SA Bus
  
- 3 Control of Sholaire Portable Units - Heat Pumps
  - New NEMA 3R Enclosure with CGM mounted inside – Enclosure mounted INSIDE classroom
  - Interlock to unit terminal strip to command heat, cool, fan
  - Discharge air temperature
  - Return air temperature
  - Compressor Amperage sensor
  - Fan amperage sensor
  - New damper actuator for (e) Outside Air damper with damper feedback
  - Zone Temperature Sensor – SA Bus
  - Zone CO2 sensor – SA Bus
  
- 3 Control of package rooftop equipment
  - New NEMA 3R Enclosure with CGM mounted inside
  - Interlock to unit terminal strip to command heat, cool, fan
  - Discharge air temperature
  - Return air temperature
  - Compressor Amperage sensor
  - Fan amperage sensor
  - New damper actuator for (e) Outside Air damper with damper feedback
  - Zone Temperature Sensor – SA Bus
  - Zone CO2 sensor – SA Bus

EXCLUDES Mini Split system discovered during walk

**PURCHASE PRICE: .....\$1,319,695.95**



## Clarifications/Exclusions/Terms and Conditions

### Clarifications:

1. All work outside of the classroom will be done normal hours
  - a. Inclusive of work on roof, work in telecom/electrical rooms, work in exterior hallways.
2. All work inside the classroom will be done off hours
3. During the scope of work – SCUSD will be required to interface to 2 systems to control a site as we incrementally cut over equipment to Metasys
4. Rigid on roof – EMT conduit elsewhere – plenum rated where concealed
5. New pathway in the classroom will be surface mount wire mold – Plastic 2300 mechanically fastened. New back boxes for sensors will be plastic surface mount.
6. JCI will provide NEW WIRE for all devices. JCI will not leverage existing wire, only existing pathway.
7. JCI will Stop Work when we encounter any Asbestos on the site. Asbestos remediation is by others. JCI will not resume work until asbestos has been abated. This is per JCI safety policy.
8. JCI will take over economizer control with a new JCI actuator as feasible. During site engineering, if discovered that spaces are too cramped for a new actuator – JCI will make it known to the district and provide a credit to remove that from the SOW or ADD to perform the mechanical work required to take control of the OA damper.
9. Temperature Sensors to be NSB8BTN141-0 – white, warm cool adjust, no display, no occupancy, no JCI logo
10. Separate CO2 sensors to be NSB8BNC041-0 – white, CO2 only, no display, no JCI logo
11. JCI will provide 120V power insofar as to power network engine only
12. JCI will provide network cable insofar as to connect network engine to the telecom room only
13. Upon further review – a TEC option for the project is more expensive and not recommended. The TEC option requires more after hours work and significantly decreases the amount of pre-commissioning JCI can perform as TEC will not be able to come online prior to step 4. While there is a material savings, the net increase in afterhours labor for TEC installation and commissioning negates and overcomes any material savings. Furthermore, the TEC does not future proof the district for any custom programming they may need in the future and have required in the past.
14. **Priced per Sourcewell (Formerly NJPA) Contract #031517-JHN**
15. Per communication from Mike – all equipment enclosures are NEMA 3R with lockable key, whether indoor or outdoor. This however does NOT apply to the SNE panel or network equipment panels (Loytech) – these will be the JCI standard panels which are NEMA 1. JCI expects most controllers will be installed outdoors on equipment.
16. The counts noted on this proposal is the finite number of units JCI will take control over. If fewer or additional units are discovered during engineering walks – the district that their discretion can add/remove units to the scope via change order.

### Exclusions:

1. Any and all 120V wiring outside of powering the engine
2. Any and all door status or window status monitoring
3. Any and all occupancy sensors – programming occupied standby mode
4. Installing CO2 sensors 5ft from operable doors/windows.
5. Updating any of the controls system to meet current code – JCI's understanding is this is a maintenance project removing and replacing aging/dysfunctional systems with a new Metasys system – Like for Like
6. Professional engineering services to confirm sites comply with current code. JCI does not have stamped PE's on staff and cannot offer this service
7. JCI excludes upgrading/changing/enhancing any existing pathway we may use in our work.



- 8. Work with 3<sup>rd</sup> party commissioning agents
- 9. Customer training. SCUSD is an experienced user and we don't not feel any training is required.
- 10. Mechanical upgrades – JCI excludes doing any mechanical work. All mechanical equipment is assumed to be functioning. This includes repairing dampers, replacing economizers, changing unit controllers, swapping out compressors etc.
- 11. Taking control of exhaust fans
- 12. Taking control of kitchen hoods
- 13. Taking control of mini splits
- 14. CO2 display in the space
- 15. Temperature display in the space
- 16. Relocating CO2 sensors, they will be placed either right next to or right below the (e) temperature sensors.
- 17. Providing new network or power infrastructure (switches, breakers etc).
- 18. Indicator light to alert if CO2 in the space is over a certain value
- 19. **Work on little theater – during walk told already on Metasys with CO2 Sensor**

Thank You! As always call with any comments, questions or concerns.

*Quote valid for 30 days*

Zac Dillow

HVAC Systems Sales Engineer – Johnson Controls  
925-719-7785 (mobile)  
Zachary.j.dillow@jci.com

**CUSTOMER APPROVAL:**

Total Price: \_\_\_\_\_

Customer Name: \_\_\_\_\_

Company: \_\_\_\_\_

Signature (\*) \_\_\_\_\_

Date: \_\_\_\_\_

\* By signing this proposal, you agree to purchase the bill of material as described in this proposal document, pursuant to the attached standard terms and conditions and for the Total Price documented on the above line.

Johnson Controls Inc.  
Building Efficiency, Branch 110  
103 Woodmere Rd Suite #110, Folsom CA 95630  
Tel 916 294-8800 Fax 916 294-8889

DIR: 100000593  
CL#: 22445



## Standard Terms and Conditions

**(1) AGREEMENT AND LIMITATIONS.** This document (the "Agreement") sets forth the terms and conditions of any sale by Seller of the specified product, equipment or services indicated on the reverse side hereof or attachment and is expressly made conditional on the assent of Buyer (hereinafter "Buyer") to these Standard Terms and Conditions. Buyer's acceptance of any part of the product, equipment or services sold or Buyer's instructions to Seller to begin work or to ship any product or equipment after receipt of these Standards Terms and Conditions shall constitute such assent, and a waiver of all terms and conditions in its purchase order or similar document which are different from or additional to those set forth herein. Seller's failure to object to provisions contained in any communication from Buyer shall not be deemed a waiver of these Standard Terms and Conditions. References to "products" or "equipment" herein shall mean the product and equipment to be furnished by Seller as identified on the applicable Seller Quotation. These Standard Terms and Conditions may be modified or rescinded only by a writing signed by authorized representatives of both Seller and Buyer.

**(2) TERMINATION OR MODIFICATION.** Accepted orders may be cancelled or modified by Buyer only with Seller's express written consent. If cancellation or modification is allowed, Buyer agrees to pay to Seller all expenses incurred and damage sustained by Seller on account of such cancellation or modification, plus a reasonable profit.

**(3) PRICE, SHIPMENT, AND PAYMENT.** Prices on accepted orders are firm for a period of 90 days from date of acceptance. Prices for products may be adjusted by Seller, upon notice to Buyer at any time prior to shipment, to reflect any increase in Seller's cost of raw materials (e.g., steel, aluminum) incurred by Seller after issuance of Seller's applicable proposal or quotation. Price and delivery is F.O.B. point of manufacture, unless otherwise provided. Unless otherwise agreed to in writing by Seller, all payments are due net thirty (30) days from the date of invoice. Seller may, at its sole option, have the right to make any delivery under this Agreement payable on a cash or payment guarantee before-shipment basis. In the case of export sales, unless otherwise agreed to in writing by Seller, all payments are to be by means of a confirmed irrevocable letter of credit. Invoicing disputes must be identified in writing within 21 days of the date of invoice. Payments of any disputed amounts are due and payable upon resolution. All other amounts remain due within 30 days. In the event of Buyer's default, the balance of any outstanding amounts will be immediately due and payable. Failure to make payments when due will give Seller, without prejudice to any other right or remedy, the right to: (i) stop performing any services, withhold deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or terminate this Agreement; and (ii) charge Buyer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. Shipments to Buyer with outstanding invoices unpaid after thirty (30) days will be suspended until all overdue invoices are paid or be made on a cash-in-advance basis only, in Seller's sole discretion.

**(4) DEPOSIT.** Buyer agrees to pay a deposit equal to 50% of the sell price (pre-tax) prior to Seller performing work. Seller will generate an invoice for the 50% deposit within three business days after Seller's receipt of a written agreement or order from Buyer. Seller will not commence work until receipt of the deposit.

**(5) TAXES.** All prices exclude federal, harmonized, state/provincial and local use, sales or similar applicable taxes. Such taxes, if applicable, will appear as separate items on the invoice unless Buyer provides a tax exemption certificate that is acceptable to taxing authorities.

**(6) DELIVERY.** The delivery date(s) provided by Seller for the product and equipment is only an estimate and is based upon prompt receipt of all necessary information from Buyer. The delivery date(s) is subject to and shall be extended by delays caused by strikes, fires, accidents, shortages of labor or materials, embargoes, or delays in transportation, compliance with government agency or official requests, or any other similar or dissimilar cause beyond the reasonable control of Seller. FAILURE TO DELIVER WITHIN THE TIME ESTIMATED SHALL NOT BE A MATERIAL BREACH OF CONTRACT ON SELLER'S PART. If Buyer causes Seller to delay shipment or completion of the product or equipment, Seller shall be entitled to any and all extra cost and expenses resulting from such delay.

**(7) LIMITED WARRANTY.** Seller warrants that the product and equipment furnished by Seller under this Agreement will be of good quality and that the services provided by Seller will be provided in a good and workmanlike manner for a period of twelve (12) months from initial product startup, or eighteen (18) months from product shipment, whichever occurs first (the "Warranty Period") unless such Warranty Period is modified by Seller's proposal. Alongside this limited warranty, for all new York™ air or water-cooled chillers and/or Metasys™ building automation systems installed in the US and Canada and sold through Seller owned and operated branches, Seller also provides a Year One Service Agreement for such equipment, the scope, limitations, terms and conditions of which are at <https://www.johnsoncontrols.com/yearoneservice> (collectively, "Year One Service"). Seller will not provide a credit against purchase price if offered Year One Service is declined. No warranty is provided for third-party products and equipment installed or furnished by Seller. Such products and equipment are provided with the third-party manufacturer's warranty to the extent available, and Seller will transfer the benefits together with all limitations of that manufacturer's warranty to Buyer. This warranty does not cover failures caused in whole or in part by (i) improper installation or maintenance performed by anyone other than Seller; (ii) improper use or application; (iii) corrosion; (iv) normal deterioration; (v) operation beyond rated capacity; (vi) the use of replacement parts or lubricants which do not meet or exceed Seller's specifications, or (vii) if Seller's serial numbers or warranty date decals have been removed or altered. To qualify for warranty consideration for products or equipment, at the earlier of the Buyer's discovery of the defect or the time at which the Buyer should have discovered the defect; Buyer must immediately notify Seller in writing for instructions on warranty procedures. Seller's sole obligation for defective services shall be to repair or to replace defective parts or to properly redo defective services. All replaced equipment becomes Seller's property. **THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHICH ARE HEREBY DISCLAIMED. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** Seller makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity or will detect the presence of, or eliminate, treat, or mitigate the spread, transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

**(8) INDEMNIFICATION, REMEDIES AND LIMITATIONS OF LIABILITY.** In addition to Paragraph 8 below regarding patents, Buyer agrees that Seller shall be responsible only for such injury, loss, or damage caused by the intentional misconduct or the negligent act or omission of Seller. In the event Buyer claims Seller has breached any of its obligations under the Agreement, whether of warranty or otherwise, Seller may request the return of the goods and tender to Buyer the purchase price theretofore paid by Buyer, and in such event, Seller shall have no further obligation under the Agreement except to refund such purchase price upon redelivery of the goods. If Seller so requests the return of the goods, the goods shall be redelivered to Seller in accordance with Seller's instructions and at Seller's expense. The remedies contained in these Standard Terms and Conditions shall constitute the sole recourse of Buyer against Seller for breach of any of Seller's obligations under the Agreement, whether of warranty or otherwise. **To the maximum extent permitted by law, in no event shall Seller and its affiliates and their respective personnel, suppliers and vendors ("JCI Parties") be liable to Buyer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any: (a) special, indirect, incidental, punitive, or consequential damages; (b) lost profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. In any case, the entire aggregate liability of the JCI Parties under this Agreement for all damages, losses and causes of action, whether in contract, tort (including negligence), or otherwise shall be limited to the purchase price paid by Buyer hereunder.**

**(9) PATENTS.** Seller shall defend, or at its option settle, any action against Buyer brought by a third party to the extent that the action is based upon a claim that the products or equipment provided under the Agreement in the United States infringes any U.S. patents or copyrights 90r in Canada infringes on any Canadian patents or copyrights), or misappropriates any trade secrets of a third party ("Claim"), provided that: (i) Buyer gives Seller prompt written notice of any such Claim, (ii) Buyer gives Seller full authority to defend or settle any such Claim, and (iii) Buyer gives Seller proper and full information and assistance, at Seller's expense (except for Buyer's employees' time) to defend or settle any such Claim. Seller will pay those costs and damages finally awarded against Buyer in the action that are specifically attributable to the claim or those costs and damages agreed to in a monetary settlement of the action. **THE FOREGOING IS IN LIEU OF ANY WARRANTIES OF NONINFRINGEMENT, WHICH ARE HEREBY DISCLAIMED.** The foregoing obligation of Seller does not apply with respect to products or equipment or portions or components thereof (a) not supplied by Seller, (b) made in whole or in part in accordance to Buyer or owner specifications, (c) which are modified after shipment by Seller, if the alleged infringement related to such modification, (d) combined with other products, processes or materials where the alleged infringement relates to such combination, (e) where Buyer continues allegedly infringing activity after being notified thereof and/or after being informed of modifications that would have avoided the alleged infringement without significant loss of performance or functionality, or (f) where Buyer's use of the product or equipment is incidental to an infringement not resulting primarily from the product or equipment; Buyer will indemnify Seller and its officers, directors, agents, and employees from all damages, settlements, attorneys' fees and expenses related to a claim of infringement, misappropriation, defamation, violation of rights of publicity or privacy excluded from Seller's indemnity obligation herein.

**(10) GOVERNING LAW.** For any goods or work performed in the U.S., the formation and performance of the Agreement shall be governed by the laws of the State of Wisconsin, U.S.A. For any goods or work performed in Canada, the Agreement shall be governed by the laws of Ontario. Other than claims for unpaid contract amounts by Seller, any action for breach of the Agreement or any covenant or warranty must be commenced within one year after the cause of action has accrued unless such provision is not permitted by applicable law.

**(11) DISPUTE RESOLUTION.** Seller shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. The venue for any such arbitration shall be in Milwaukee, Wisconsin for U.S. sales, and Toronto, Ontario for Canadian sales. The arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. In the event the matter is submitted to a court, Seller and Buyer hereby agree to waive their right to trial by jury and covenant that neither of them will request trial by jury in any such litigation. Buyer will pay all of Seller's reasonable collection costs (including legal fees and expenses).

**(12) SOFTWARE AND DIGITAL SERVICES.** Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Seller's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Seller and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

**(13) PRIVACY. Seller as Processor:** Where Seller factually acts as Processor of Personal Data on behalf of Buyer (as such terms are defined in the DPA) the terms at [www.johnsoncontrols.com/dpa](http://www.johnsoncontrols.com/dpa) ("DPA") shall apply. **Seller as Controller:** Seller will collect, process and transfer certain personal data of Buyer and its personnel related to the business relationship between it and Buyer (for example names, email addresses, telephone numbers) as controller and in accordance with Seller's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Buyer acknowledges Seller's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Buyer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Seller is mandatorily required from Buyer's personnel under applicable law, Buyer warrants and represents that it has obtained such consent.

**(14) CONNECTED EQUIPMENT SERVICES.** Certain equipment sold hereunder includes by default Seller's Connected Equipment Services. Connected Equipment Services is a data-analytics and monitoring Software platform that uses a cellular or network connection to gather equipment performance data to assist Seller in advising Buyer on (and Buyer in better understanding) such equipment's health, performance or potential malfunction. **If Buyer's equipment includes Connected Equipment Services, such services will be on by default and the remote connection will continue to connect to Buyer's Equipment through the full equipment lifecycle, unless Buyer specifically requests in writing that Seller disable the remote connection or Seller discontinues or removes such remote connection.** For more information on whether your particular equipment includes Connected Equipment Services, a subscription to such services and the cost, if any, of such subscription, please see your applicable order, quote, proposal, or purchase documentation or talk to your Seller sales representative. If Buyer's equipment includes Connected Equipment Services, Seller will provide a cellular modem or other gateway device ("Gateway Device") owned by Seller or Buyer will supply a network connection suitable to establish a remote connection with Buyer's applicable equipment to permit Seller to use Connected Equipment Services to perform first-year and extended warranty services as well as other services, including troubleshooting, quarterly health reports, remote diagnostic and monitoring and aftermarket services. For certain subscriptions, Buyer will be able to access equipment information from a mobile or smart device using Connected Equipment Service's mobile or web app. Any Gateway Devices provided hereunder shall remain Seller's property, and Seller may upon reasonable notice access and remove such Gateway Device and discontinue services in accordance with the Software Terms. If Buyer does not permit Seller to connect via a connection validated by Seller for the equipment or the connection is disconnected by Buyer, and a service representative must therefore be dispatched to the Buyer site, then the Buyer will pay Seller at Seller's then-current standard applicable contract regular time and/or overtime rate for services performed by the service representative. Seller disclaims any obligation to advise Buyer of any possible equipment error or malfunction. **Buyer acknowledges that, while Connected Equipment Services generally improve equipment performance and services, Connected Equipment Services does not prevent all potential malfunction, insure against all loss or guarantee a certain level of performance and that Seller shall not be responsible for any injury, loss, or damage caused by any act or omission of Seller related to or arising from the monitoring of the equipment under Connected Equipment Services.**

**(15) MISCELLANEOUS**

**(a) CHANGES OF CONSTRUCTION AND DESIGN:** Seller reserves the right to change or revise the construction and design of the products or equipment purchased by Buyer, without liability or obligation to incorporate such changes to products or equipment ordered by Buyer unless specifically agreed upon in writing reasonably in advance of the delivery date for such products or equipment. Buyer agrees to bear the expense of meeting any changes or modifications in the scope of this Agreement or in local code requirements which become effective after Seller has accepted Buyer's order.

**(b) CHARACTER OF PRODUCT AND SECURITY INTEREST:** The goods delivered by Seller under the terms of the Agreement shall remain personal property and retain its character as such no matter in what manner affixed or attached to any structure or property. Buyer grants Seller a security interest in said goods, any replacement parts and any proceeds thereof until all sums due Seller have been paid to it in cash. This security interest shall secure all indebtedness or obligations of whatsoever nature now or hereafter owing Buyer to Seller. Buyer shall pay all expenses of any nature whatsoever incurred by Seller in connection with said security interest. Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall be subject to the mechanics lien legislation applicable to the location where the work will be performed.

**(c) INSURANCE:** Buyer agrees to insure the goods delivered under the Agreement in an amount at least equal to the purchase price against loss or damage from fire, wind, water or other causes. The insurance policies are to be made payable to Seller and Buyer in accordance with their respective interests, and when issued are to be delivered to Seller and held by it. Failure to take out and maintain such insurance shall entitle Seller to declare the entire purchase price to be immediately due and payable and shall also entitle Seller to recover possession of said goods.

**(d) INSTALLATION:** If installation by the Seller is included within the Seller's Quotation, Buyer shall provide all of the following at its own expense and at all times pertinent to the installation: i) free, dry, and reasonable access to Buyer's premises; and ii) proper foundations, lighting, power, water and storage facilities reasonably required. If any change in the scope of this Agreement or schedule for performance is ordered or directed by the Buyer (or any other party to the installation other than Seller) or any Force Majeure Event causes an increase in the cost or time required for Seller's performance of the work, Buyer shall make an upward equitable adjustment in the contract price or time of performance or both. Seller's additional costs, plus reasonable overhead and profit, shall be paid in full no later than 30 days from completion of such work.

**(e) COMPLIANCE WITH LAWS:** Seller's obligations are subject to the export administration and control laws and regulations of the United States and Canada. Buyer shall comply fully with such applicable laws and regulation in the export, resale or disposition of purchased products or equipment. Quotations or proposals made, and any orders accepted by Seller from a Buyer outside the United States or Canada are with the understanding that the ultimate destination of the products or equipment is the country indicated therein. Diversion of the products or equipment to any other destination contrary to the United States or Canada, as applicable, is prohibited. Accordingly, if the foregoing understanding is incorrect, or if Buyer intends to divert the products or equipment to any other destination, Buyer shall immediately inform Seller of the correct ultimate destination.

**(f) BUYER RESPONSIBILITIES:** Buyer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Seller secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Buyer and/or end user against unauthorized access. Buyer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

**(g) FORCE MAJEURE:** Seller shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Seller to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Seller, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Seller. If Seller's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Seller shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Seller is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Seller will be entitled to extend the relevant completion date by the amount of time that Seller was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Seller's cost to perform the services, Buyer is obligated to reimburse Seller for such increased costs, including, without limitation, costs incurred by Seller for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Seller in connection with the Force Majeure Event.

**(h) ONE-YEAR CLAIMS LIMITATION:** No claim or cause of action, whether known or unknown, shall be brought against Seller more than one year after the claim first arose. Except as provided for herein, Seller's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

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Building Efficiency, Branch 110  
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**Clarifications:**

17. All work outside of the classroom will be done normal hours
  - a. Inclusive of work on roof, work in telecom/electrical rooms, work in exterior hallways.
18. All work inside the classroom will be done off hours
19. During the scope of work – SCUSD will be required to interface to 2 systems to control a site as we incrementally cut over equipment to Metasys
20. Rigid on roof – EMT conduit elsewhere – plenum rated where concealed
21. New pathway in the classroom will be surface mount wire mold – Plastic 2300 mechanically fastened. New back boxes for sensors will be plastic surface mount.
22. JCI will provide NEW WIRE for all devices. JCI will not leverage existing wire, only existing pathway.
23. JCI will Stop Work when we encounter any Asbestos on the site. Asbestos remediation is by others. JCI will not resume work until asbestos has been abated. This is per JCI safety policy.
24. JCI will take over economizer control with a new JCI actuator as feasible. During site engineering, if discovered that spaces are too cramped for a new actuator – JCI will make it known to the district and provide a credit to remove that from the SOW or ADD to perform the mechanical work required to take control of the OA damper.
25. Temperature Sensors to be NSB8BTN141-0 – white, warm cool adjust, no display, no occupancy, no JCI logo
26. Separate CO2 sensors to be NSB8BNC041-0 – white, CO2 only, no display, no JCI logo
27. JCI will provide 120V power insofar as to power network engine only
28. JCI will provide network cable insofar as to connect network engine to the telecom room only
29. Upon further review – a TEC option for the project is more expensive and not recommended. The TEC option requires more after hours work and significantly decreases the amount of pre-commissioning JCI can perform as TEC will not be able to come online prior to step 4. While there is a material savings, the net increase in afterhours labor for TEC installation and commissioning negates and overcomes any material savings. Furthermore, the TEC does not future proof the district for any custom programming they may need in the future and have required in the past.
30. Priced per Sourcewell (Formerly NJPA) Contract #031517-JHN
31. Per communication from Mike – all field enclosures are NEMA 3R with lockable key, whether indoor or outdoor. This is NOT inclusive of the SNE panel or network equipment panels (Loytech) – these will be the JCI standard panels which are NEMA 1. JCI expects most controllers will be installed outdoors on equipment.
32. The counts noted on this proposal is the finite number of units JCI will take control over. If fewer or additional units are discovered during engineering walks – the district that their discretion can add/remove units to the scope via change order.

**Exclusions:**

20. Any and all 120V wiring outside of powering the engine
21. Any and all door status or window status monitoring
22. Any and all occupancy sensors – programming occupied standby mode
23. Installing CO2 sensors 5ft from operable doors/windows.
24. Updating any of the controls system to meet current code – JCI's understanding is this is a maintenance project removing and replacing aging/dysfunctional systems with a new Metasys system – Like for Like
25. Professional engineering services to confirm sites comply with current code. JCI does not have stamped PE's on staff and cannot offer this service
26. JCI excludes upgrading/changing/enhancing any existing pathway we may use in our work.
27. Work with 3<sup>rd</sup> party commissioning agents
28. Customer training. SCUSD is an experienced user and we don't not feel any training is required.

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29. Mechanical upgrades – JCI excludes doing any mechanical work. All mechanical equipment is assumed to be functioning. This includes repairing dampers, replacing economizers, changing unit controllers, swapping out compressors etc.
30. Taking control of exhaust fans
31. Taking control of kitchen hoods
32. Taking control of mini splits
33. CO2 display in the space
34. Temperature display in the space
35. Relocating CO2 sensors, they will be placed either right next to or right below the (e) temperature sensors.
36. Providing new network or power infrastructure (switches, breakers etc).
37. Indicator light to alert if CO2 in the space is over a certain value

Thank You! As always call with any comments, questions or concerns.

*Quote valid for 30 days*

Zac Dillow

A handwritten signature in black ink, appearing to read 'Zac Dillow'.

HVAC Systems Sales Engineer – Johnson Controls  
925-719-7785 (mobile)  
Zachary.j.dillow@jci.com

**CUSTOMER APPROVAL:**

Total Price: \_\_\_\_\_

Customer Name: \_\_\_\_\_

Company: \_\_\_\_\_

Signature (\*) \_\_\_\_\_

Date: \_\_\_\_\_

\* By signing this proposal, you agree to purchase the bill of material as described in this proposal document, pursuant to the attached standard terms and conditions and for the Total Price documented on the above line.



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## Standard Terms and Conditions

**(1) AGREEMENT AND LIMITATIONS.** This document (the "Agreement") sets forth the terms and conditions of any sale by Seller of the specified product, equipment or services indicated on the reverse side hereof or attachment and is expressly made conditional on the assent of Buyer (hereinafter "Buyer") to these Standard Terms and Conditions. Buyer's acceptance of any part of the product, equipment or services sold or Buyer's instructions to Seller to begin work or to ship any product or equipment after receipt of these Standards Terms and Conditions shall constitute such assent, and a waiver of all terms and conditions in its purchase order or similar document which are different from or additional to those set forth herein. Seller's failure to object to provisions contained in any communication from Buyer shall not be deemed a waiver of these Standard Terms and Conditions. References to "products" or "equipment" herein shall mean the product and equipment to be furnished by Seller as identified on the applicable Seller Quotation. These Standard Terms and Conditions may be modified or rescinded only by a writing signed by authorized representatives of both Seller and Buyer.

**(2) TERMINATION OR MODIFICATION.** Accepted orders may be cancelled or modified by Buyer only with Seller's express written consent. If cancellation or modification is allowed, Buyer agrees to pay to Seller all expenses incurred and damage sustained by Seller on account of such cancellation or modification, plus a reasonable profit.

**(3) PRICE, SHIPMENT, AND PAYMENT.** Prices on accepted orders are firm for a period of 90 days from date of acceptance. Prices for products may be adjusted by Seller, upon notice to Buyer at any time prior to shipment, to reflect any increase in Seller's cost of raw materials (e.g., steel, aluminum) incurred by Seller after issuance of Seller's applicable proposal or quotation. Price and delivery is F.O.B. point of manufacture, unless otherwise provided. Unless otherwise agreed to in writing by Seller, all payments are due net thirty (30) days from the date of invoice. Seller may, at its sole option, have the right to make any delivery under this Agreement payable on a cash or payment guarantee before-shipment basis. In the case of export sales, unless otherwise agreed to in writing by Seller, all payments are to be by means of a confirmed irrevocable letter of credit. Invoicing disputes must be identified in writing within 21 days of the date of invoice. Payments of any disputed amounts are due and payable upon resolution. All other amounts remain due within 30 days. In the event of Buyer's default, the balance of any outstanding amounts will be immediately due and payable. Failure to make payments when due will give Seller, without prejudice to any other right or remedy, the right to: (i) stop performing any services, withhold deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or terminate this Agreement; and (ii) charge Buyer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. Shipments to Buyer with outstanding invoices unpaid after thirty (30) days will be suspended until all overdue invoices are paid or be made on a cash-in-advance basis only, in Seller's sole discretion.

**(4) DEPOSIT.** Buyer agrees to pay a deposit equal to 50% of the sell price (pre-tax) prior to Seller performing work. Seller will generate an invoice for the 50% deposit within three business days after Seller's receipt of a written agreement or order from Buyer. Seller will not commence work until receipt of the deposit.

**(5) TAXES.** All prices exclude federal, harmonized, state/provincial and local use, sales or similar applicable taxes. Such taxes, if applicable, will appear as separate items on the invoice unless Buyer provides a tax exemption certificate that is acceptable to taxing authorities.

**(6) DELIVERY.** The delivery date(s) provided by Seller for the product and equipment is only an estimate and is based upon prompt receipt of all necessary information from Buyer. The delivery date(s) is subject to and shall be extended by delays caused by strikes, fires, accidents, shortages of labor or materials, embargoes, or delays in transportation, compliance with government agency or official requests, or any other similar or dissimilar cause beyond the reasonable control of Seller. FAILURE TO DELIVER WITHIN THE TIME ESTIMATED SHALL NOT BE A MATERIAL BREACH OF CONTRACT ON SELLER'S PART. If Buyer causes Seller to delay shipment or completion of the product or equipment, Seller shall be entitled to any and all extra cost and expenses resulting from such delay.

**(7) LIMITED WARRANTY.** Seller warrants that the product and equipment furnished by Seller under this Agreement will be of good quality and that the services provided by Seller will be provided in a good and workmanlike manner for a period of twelve (12) months from initial product startup, or eighteen (18) months from product shipment, whichever occurs first (the "Warranty Period") unless such Warranty Period is modified by Seller's proposal. Alongside this limited warranty, for all new York™ air or water-cooled chillers and/or Metasys™ building automation systems installed in the US and Canada and sold through Seller owned and operated branches, Seller also provides a Year One Service Agreement for such equipment, the scope, limitations, terms and conditions of which are at <https://www.johnsoncontrols.com/yearoneservice> (collectively, "Year One Service"). Seller will not provide a credit against purchase price if offered Year One Service is declined. No warranty is provided for third-party products and equipment installed or furnished by Seller. Such products and equipment are provided with the third-party manufacturer's warranty to the extent available, and Seller will transfer the benefits together with all limitations of that manufacturer's warranty to Buyer. This warranty does not cover failures caused in whole or in part by (i) improper installation or maintenance performed by anyone other than Seller; (ii) improper use or application; (iii) corrosion; (iv) normal deterioration; (v) operation beyond rated capacity; (vi) the use of replacement parts or lubricants which do not meet or exceed Seller's specifications, or (vii) if Seller's serial numbers or warranty date decals have been removed or altered. To qualify for warranty consideration for products or equipment, at the earlier of the Buyer's discovery of the defect or the time at which the Buyer should have discovered the defect; Buyer must immediately notify Seller in writing for instructions on warranty procedures. Seller's sole obligation for defective services shall be to repair or to replace defective parts or to properly redo defective services. All replaced equipment becomes Seller's property. **THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHICH ARE HEREBY DISCLAIMED. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** Seller makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity or will detect the presence of, or eliminate, treat, or mitigate the spread, transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

**(8) INDEMNIFICATION, REMEDIES AND LIMITATIONS OF LIABILITY.** In addition to Paragraph 8 below regarding patents, Buyer agrees that Seller shall be responsible only for such injury, loss, or damage caused by the intentional misconduct or the negligent act or omission of Seller. In the event Buyer claims Seller has breached any of its obligations under the Agreement, whether of warranty or otherwise, Seller may request the return of the goods and tender to Buyer the purchase price theretofore paid by Buyer, and in such event, Seller shall have no further obligation under the Agreement except to refund such purchase price upon redelivery of the goods. If Seller so requests the return of the goods, the goods shall be redelivered to Seller in accordance with Seller's instructions and at Seller's expense. The remedies contained in these Standard Terms and Conditions shall constitute the sole recourse of Buyer against Seller for breach of any of Seller's obligations under the Agreement, whether of warranty or otherwise. **To the maximum extent permitted by law, in no event shall Seller and its affiliates and their respective personnel, suppliers and vendors ("JCI Parties") be liable to Buyer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any: (a) special, indirect, incidental, punitive, or consequential damages; (b) lost profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. In any case, the entire aggregate liability of the JCI Parties under this Agreement for all damages, losses and causes of action, whether in contract, tort (including negligence), or otherwise shall be limited to the purchase price paid by Buyer hereunder.**

**(9) PATENTS.** Seller shall defend, or at its option settle, any action against Buyer brought by a third party to the extent that the action is based upon a claim that the products or equipment provided under the Agreement in the United States infringes any U.S. patents or copyrights 9or in Canada infringes on any Canadian patents or copyrights), or misappropriates any trade secrets of a third party ("Claim"), provided that: (i) Buyer gives Seller prompt written notice of any such Claim, (ii) Buyer gives Seller full authority to defend or settle any such Claim, and (iii) Buyer gives Seller proper and full information and assistance, at Seller's expense (except for Buyer's employees' time) to defend or settle any such Claim. Seller will pay those costs and damages finally awarded against Buyer in the action that are specifically attributable to the claim or those costs and damages agreed to in a monetary settlement of the action. **THE FOREGOING IS IN LIEU OF ANY WARRANTIES OF NON-INFRINGEMENT, WHICH ARE HEREBY DISCLAIMED.** The foregoing obligation of Seller does not apply with respect to products or equipment or portions or components thereof (a) not supplied by Seller, (b) made in whole or in part in accordance to Buyer or owner specifications, (c) which are modified after shipment by Seller, if the alleged infringement related to such modification, (d) combined with other products, processes or materials where the alleged infringement relates to such combination, (e) where Buyer continues allegedly infringing activity after being notified thereof and/or after being informed of modifications that would have avoided the alleged infringement without significant loss of performance or functionality, or (f) where Buyer's use of the product or equipment is incidental to an infringement not resulting primarily from the product or equipment; Buyer will indemnify Seller and its officers, directors, agents, and employees from all damages, settlements, attorneys' fees and expenses related to a claim of infringement, misappropriation, defamation, violation of rights of publicity or privacy excluded from Seller's indemnity obligation herein.

**(10) GOVERNING LAW.** For any goods or work performed in the U.S., the formation and performance of the Agreement shall be governed by the laws of the State of Wisconsin, U.S.A. For any goods or work performed in Canada, the Agreement shall be governed by the laws of Ontario. Other than claims for unpaid contract amounts by Seller, any action for breach of the Agreement or any covenant or warranty must be commenced within one year after the cause of action has accrued unless such provision is not permitted by applicable law.

**(11) DISPUTE RESOLUTION.** Seller shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. The venue for any such arbitration shall be in Milwaukee, Wisconsin for U.S. sales, and Toronto, Ontario for Canadian sales. The arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. In the event the matter is submitted to a court, Seller and Buyer hereby agree to waive their right to trial by jury and covenant that neither of them will request trial by jury in any such litigation. Buyer will pay all of Seller's reasonable collection costs (including legal fees and expenses).

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**(15) MISCELLANEOUS**

**(a) CHANGES OF CONSTRUCTION AND DESIGN:** Seller reserves the right to change or revise the construction and design of the products or equipment purchased by Buyer, without liability or obligation to incorporate such changes to products or equipment ordered by Buyer unless specifically agreed upon in writing reasonably in advance of the delivery date for such products or equipment. Buyer agrees to bear the expense of meeting any changes or modifications in the scope of this Agreement or in local code requirements which become effective after Seller has accepted Buyer's order.

**(b) CHARACTER OF PRODUCT AND SECURITY INTEREST:** The goods delivered by Seller under the terms of the Agreement shall remain personal property and retain its character as such no matter in what manner affixed or attached to any structure or property. Buyer grants Seller a security interest in said goods, any replacement parts and any proceeds thereof until all sums due Seller have been paid to it in cash. This security interest shall secure all indebtedness or obligations of whatsoever nature now or hereafter owing Buyer to Seller. Buyer shall pay all expenses of any nature whatsoever incurred by Seller in connection with said security interest. Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall be subject to the mechanics lien legislation applicable to the location where the work will be performed.

**(c) INSURANCE:** Buyer agrees to insure the goods delivered under the Agreement in an amount at least equal to the purchase price against loss or damage from fire, wind, water or other causes. The insurance policies are to be made payable to Seller and Buyer in accordance with their respective interests, and when issued are to be delivered to Seller and held by it. Failure to take out and maintain such insurance shall entitle Seller to declare the entire purchase price to be immediately due and payable and shall also entitle Seller to recover possession of said goods.

**(d) INSTALLATION:** If installation by the Seller is included within the Seller's Quotation, Buyer shall provide all of the following at its own expense and at all times pertinent to the installation: i) free, dry, and reasonable access to Buyer's premises; and ii) proper foundations, lighting, power, water and storage facilities reasonably required. If any change in the scope of this Agreement or schedule for performance is ordered or directed by the Buyer (or any other party to the installation other than Seller) or any Force Majeure Event causes an increase in the cost or time required for Seller's performance of the work, Buyer shall make an upward equitable adjustment in the contract price or time of performance or both. Seller's additional costs, plus reasonable overhead and profit, shall be paid in full no later than 30 days from completion of such work.

**(e) COMPLIANCE WITH LAWS:** Seller's obligations are subject to the export administration and control laws and regulations of the United States and Canada. Buyer shall comply fully with such applicable laws and regulation in the export, resale or disposition of purchased products or equipment. Quotations or proposals made, and any orders accepted by Seller from a Buyer outside the United States or Canada are with the understanding that the ultimate destination of the products or equipment is the country indicated therein. Diversion of the products or equipment to any other destination contrary to the United States or Canada, as applicable, is prohibited. Accordingly, if the foregoing understanding is incorrect, or if Buyer intends to divert the products or equipment to any other destination, Buyer shall immediately inform Seller of the correct ultimate destination.

**(f) BUYER RESPONSIBILITIES:** Buyer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Seller secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Buyer and/or end user against unauthorized access. Buyer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

**(g) FORCE MAJEURE:** Seller shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Seller to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Seller, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Seller. If Seller's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Seller shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Seller is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Seller will be entitled to extend the relevant completion date by the amount of time that Seller was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Seller's cost to perform the services, Buyer is obligated to reimburse Seller for such increased costs, including, without limitation, costs incurred by Seller for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Seller in connection with the Force Majeure Event.

**(h) ONE-YEAR CLAIMS LIMITATION:** No claim or cause of action, whether known or unknown, shall be brought against Seller more than one year after the claim first arose. Except as provided for herein, Seller's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

T&C Version: 3/31/2021

Johnson Controls Inc.  
Building Efficiency, Branch 110  
103 Woodmere Rd Suite #110, Folsom CA 95630  
Tel 916 294-8800 Fax 916 294-8889

DIR: 100000593  
CL#: 22445



Johnson Controls Inc.  
Building Efficiency, Branch 110  
103 Woodmere Rd Suite #110, Folsom CA 95630  
Tel 916 294-8800 Fax 916 294-8889

DIR: 100000593  
CL#: 22445



**Memorandum of Understanding Between Johnson Controls Inc. and Sacramento City  
Unified School District – February 28, 2022**

This Memorandum of Understanding (“MOU”) is entered into by Sacramento City Unified School District and Johnson Controls, Inc. (collectively, “the Parties”) as of the date of full execution of the MOU (the “Effective Date”).

1. On or around December 10, 2020, Johnson Controls, Inc. (“JCI”) and Sacramento City Unified School District (“SCUSD”) executed an agreement referencing PO Number P21-01319 (the “Agreement”) whereby JCI agreed to sell and SCUSD agreed to purchase 6000 V-Pac Self-Contained Portable Air Purification Units with UV-C Bulbs (“V-Pacs”), including lamp and filter replacement parts, manufactured by UltraViolet Devices, Inc. (“UVDI”), for use in the school district’s classrooms. The total purchase price, including freight and tax, was \$6,148,125.00.
2. SCUSD financed the V-Pac transaction with relief funding received under the American Rescue Plan (“ARP”). The ARP relief funding was designed to facilitate the SCUSD’s efforts to mitigate the spread of COVID in the classrooms, and to implement appropriate indoor air quality improvements that foster healthy learning and working environments for students and staff.
3. Due to the nature of the order, the Agreement provided that “[o]nce the order is placed at the factory, it cannot be cancelled for any reason.”
4. The Agreement required SCUSD to make a 20% down payment, including tax, of \$1,207,125.00. SCUSD made this payment on December 21, 2020. Between March and May 2021, SCUSD made 3 additional payments totaling \$2,417,227.59.
5. The total amount SCUSD has paid JCI under the Agreement to date is \$3,624,352.59. \$2,523,772.41 of the \$6,148,125.00 purchase price currently remains unpaid.
6. Of the 6,000 V-Pacs purchased by SCUSD under the Agreement, 4,993 were shipped and delivered to SCUSD. However, in May 2021, prior to the shipment of the remaining V-Pacs, SCUSD requested and JCI agreed to halt further shipments due to outstanding questions concerning the value and efficacy of the V-Pacs for classroom use.
7. Given the longstanding partnership between JCI and SCUSD, the Parties worked together to overcome the challenges involved with SCUSD’s implementation of portable air purification technology for its classrooms and find a creative solution to avoid any dispute under the Agreement.
8. The crux of the solution permits SCUSD to return the units without contractual penalty and to repurpose the ARP relief funding on similarly qualifying projects and uses, while at the same time compensating JCI for the substantial negative financial impact JCI will incur downstream in returning all of the V-Pacs to UVDI.



9. Therefore, upon signature of this Memorandum of Understanding (“MOU”), the Parties agree as follows:
- A. JCI will furnish to SCUSD a Credit Memo that provides SCUSD with a credit on its account in the amount of \$3,624,352.59 (“V-Pac Credit”). The terms of the credit memo will entitle SCUSD to apply this amount toward accounts payable to JCI with respect to future healthy building and/or pandemic-related improvements to SCUSD buildings provided by JCI. Such improvements may include, but are not limited to:
    - i. HVAC/Rooftop Unit retrofits and replacements, Economizer upgrade and installations, Metasys upgrades and migrations, installations of classroom CO2 sensors and temperature control devices, UL Safe Trace Audits (IAQ, ventilation verification, and infection control for K-12 school), mechanical services to upgrade and/or retrofit ageing equipment, and/or other healthy-building related projects, including design services of such systems.
    - ii. The cost for such improvements, including but not limited to markup on any subcontract labor, will be consistent with any state or national purchasing agreement, or other public agency agreement JCI is a signatory to, such as Sourcewell (formerly NJPA) contracts and subject to review and approval by SCUSD staff (JCI to provide “open book” pricing for staff review).
  - B. The redemption period for the V-Pac Credit (\$3,624,352.59) will be by September 30, 2022. If the V-Pac Credit is not utilized in full within the redemption period, then JCI’s release of SCUSD is void and JCI may enforce the non-cancellation provision of the Agreement and seek restocking and other downstream costs from SCUSD. For purposes of this section, the definition of “utilized in full” during the redemption period shall refer to the issuance of a new purchase order by SCUSD accepted in writing by JCI or other provision of written assurance agreed to in writing by both parties for any future healthy building and/or pandemic-related improvements described above and shall not be interpreted to require the actual completion of the new project(s) by the redemption date.
  - C. SCUSD agrees to reach an agreement with JCI in writing in which SCUSD shall commit to spending the remaining balance under the original Agreement of \$2,523,772.41 (“V-Pac Balance”) with JCI in connection with one or more future healthy building and/or pandemic-related improvements by September 30, 2022. For any such Projects, SCUSD shall be invoiced by JCI as specified under the original Agreement.
  - D. All future purchases by SCUSD from JCI under the MOU shall be subject to JCI Standard Terms and Conditions.

- E. In exchange for these terms, JCI will not enforce the non-cancellation and modification provisions of the Agreement.
- F. **Instead, JCI will coordinate** UVDI's pick-up of all V-Pacs in SCUSD's possession and the return of all such units to UVDI, at no cost to SCUSD, no later than 30 days following execution of the MOU unless extended by mutual agreement in writing
- G. Subject to SCUSD's timely redemption of the V-Pac Credit and written commitment to spend the V-Pac Balance as set forth in Sections 9.B and 9.C above, no contractual penalty will be applied in connection with SCUSD's return of the units under the Agreement.
- H. Subject to performance of the terms and conditions stated above, the Parties agree to release all claims and causes of action, whether now known or unknown, which the parties have, or might have or could have asserted, against the other, its officials, employees, insurers, Board Members, attorneys, representatives, agents, vendors, or parties otherwise associated with the Agreement or the V-Pacs. For the avoidance of doubt, the release of liability extended by SCUSD to JCI extends and applies to UVDI.
- I. Each party will be responsible for its own legal fees and costs.
- J. The execution of this MOU shall not operate as an admission of liability by either party with respect to the Agreement or the V-Pacs.
- K. Except as otherwise agreed to by the Parties or required by law, including obligations arising under the California Public Records Act (Government Code section 6250 et seq.) and the Ralph M. Brown Act (Government Code section 54950 et seq.), the Parties and their attorneys agree to keep this MOU confidential.
- L. Each side agrees they will not publicly criticize, disparage, call into disrepute or otherwise defame the other with respect to the Agreement, the V-Pacs, and this MOU. The parties will further agree to a joint statement that indicate we are maintaining our long-standing business relationship and will continue to work on solutions that are beneficial to SCUSD's students, staff and community.

SIGNATURES:

  
 \_\_\_\_\_  
 Johnson Controls Inc.

2/28/22  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Sacramento City Unified School District

2/25/22  
 \_\_\_\_\_  
 Date



| SCUSD / HVAC / Sites 10-23 |      |                     |                        | Funding source    | Funding source  |                 |      |
|----------------------------|------|---------------------|------------------------|-------------------|-----------------|-----------------|------|
| SCUSD ID                   | ID # |                     | Total site cost        | MOU Credit        | ESSER           | PO \$           | PO # |
|                            |      |                     | \$7,753,883.71         | \$3,624,352.59    |                 |                 |      |
| 0004-463                   | 10   | Alice Binery        | \$ 285,368.69          | \$ 285,368.69     | \$ -            | \$ -            |      |
| 0108-463                   | 11   | Ethel Baker         | \$ 353,658.18          | \$ 353,658.18     | \$ -            | \$ -            |      |
| 0110-463                   | 12   | Ethel Phillips      | \$ 344,499.13          | \$ 344,499.13     | \$ -            | \$ -            |      |
| 0354-463                   | 13   | Suttersville        | \$ 306,364.10          | \$ 306,364.10     | \$ -            | \$ -            |      |
| 0390-463                   | 14   | Woodbine            | \$ 307,705.57          | \$ 307,705.57     | \$ -            | \$ -            |      |
| 0183-463                   | 15   | New Joseph Bonnheim | \$ 297,605.68          | \$ 297,605.68     | \$ -            | \$ -            |      |
| 0269-463                   | 16   | Pacific             | \$ 440,072.69          | \$ 440,072.69     | \$ -            | \$ -            |      |
| 0272-463                   | 17   | Parkway             | \$ 338,438.60          | \$ 338,438.60     | \$ -            | \$ -            |      |
| 0229-463                   | 18   | Success Acadamy     | \$ 290,775.09          | \$ 290,775.09     | \$ -            | \$ -            |      |
| 0117-463                   | 19   | Fr. Ketih B Kenn    | \$ 189,734.28          | \$ 189,734.28     | \$ -            | \$ -            |      |
| 0571-463                   | 20   | Cap Cit             | \$ 191,699.76          | \$ 191,699.76     | \$ -            | \$ -            |      |
| 0520-463                   | 21   | Hiram Johnson HS    | \$ 1,319,695.95        | \$ 278,430.81     | \$ 1,041,265.14 | \$ 1,041,265.14 |      |
| 0525-463                   | 22   | JFK HS              | \$ 1,335,524.72        | \$ -              | \$ 1,335,524.72 | \$ 1,335,524.72 |      |
| 0530-463                   | 23   | Luther Burbank      | \$ 1,752,741.27        | \$ -              | \$ 1,752,741.27 | \$ 1,752,741.27 |      |
|                            |      |                     | \$ 7,753,883.71        | \$ 3,624,352.59   | \$ 4,129,531.13 | \$ 4,129,531.13 |      |
|                            |      |                     | <b>Total site cost</b> | <b>MOU Credit</b> | <b>ESSER</b>    | <b>PO \$</b>    |      |

**Solicitation Number: RFP #070121****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Johnson Controls, Inc., 5757 North Green Bay Avenue, Milwaukee, WI 53209 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for HVAC Systems and Related Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

**1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires August 12, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship for a period of one year for Equipment and Products and ninety days for Services. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

**B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Supplier will provide its standard proposal terms and conditions with specific scope for all task orders under this Contract. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

**C. SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

**D. TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

**E. GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## **7. CUSTOMER SERVICE**

**A. PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.



The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

#### **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

#### **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the

circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

### **11. INDEMNITY AND HOLD HARMLESS**

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, to the extent resulting from negligence or willful misconduct in the performance of this Contract by the Supplier or its agents or employees for third-party injury or death to person(s) or property or caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Supplier will not be liable for indirect or consequential damages. Vendor's liability to Sourcewell arising out of this Contract, with the exception of Supplier's indemnification obligations under this Section, shall not exceed amounts paid or payable under this Contract. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

### **12. GOVERNMENT DATA PRACTICES**

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

### **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

#### **A. INTELLECTUAL PROPERTY**

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws. Supplier shall have the right, at its option, to: i) make the Equipment or Products non-infringing, ii) replace the infringing Equipment or Products; or (iii) on return of the Equipment or Products by Sourcewell or the Participating Entity, Supplier will refund the amounts actually paid by Sourcewell or the Participating Entity for the infringing Equipment or Products, less depreciation over a three (3) year period. Liability for infringement under this Section excludes: (i) misuse or modification of the product by Sourcewell or the Participating Entity or its employees, agents or downstream customers, (ii) use of the product or work in combination with other materials, goods, products, or services for which the product was not intended to be used (as demonstrated by Supplier's applicable product literature), (iii) failure of Sourcewell or the Participating Entity to implement any update provided by Supplier that would have prevented the claim, (iv) work that Supplier made to Sourcewell's or the Participating Entity's specifications or designs, (v) product that is not manufactured by Supplier, and (iv) claims with respect to third party hardware or software.

5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

6. *Digital & Intellectual Property.* Use, implementation, and deployment of software and hosted software products proprietary to Supplier (“Software”) shall be subject to, and governed by, Supplier’s standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the “Software Terms”). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Supplier and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Supplier shall retain all right, title and interest in any (a) work provided to Sourcewell and any Participating Entities, including without limitation, all software source and object code, documentation, technical information or data, specifications and designs and any changes, improvements or modifications thereto (“Deliverables”), and (b) Know-How (defined below) employed by Supplier in the creation of the Deliverables or performance of the associated work, whether known to Supplier prior to, or developed or discovered or acquired in connection with, the performance of its obligations under this Contract. Ownership of all Deliverables and Know-How shall vest solely in Supplier and no Deliverables shall be deemed “works made for hire.” Without limiting the generality of the foregoing, ownership of all source files used in the course of performing all associated work shall remain the exclusive property of Supplier. For purposes of this Contract, “Know-How” means any know-how, processes, techniques, concepts, methodologies, tools, analytical approaches, database models and designs, discoveries, and ideas furnished, produced by, developed, or used by Supplier in the creation or provision of the Deliverables or in the performance of the Services, Products or Equipment, and any changes, improvements, or modifications thereto or derivatives thereof. Additional terms and conditions or other required transaction documentation related to Software Terms may be addressed directly between a Participating Entity and Supplier depending upon the Software or offering, including any applicable terms and conditions related to any Software subscriptions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

#### **15. FORCE MAJEURE**

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

#### **16. SEVERABILITY**

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

#### **17. PERFORMANCE, DEFAULT, AND REMEDIES**

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## 18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for Products-Completed operations
- \$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or



“work” performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

## **21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 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 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 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. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. 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 C.F.R. § 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. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 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 C.F.R. § 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. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require 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). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 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 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 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. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must 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. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must 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.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

**22. CANCELLATION**

Sourcwell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcwell

Johnson Controls, Inc.

DocuSigned by:  
*Jeremy Schwartz*  
C0FD2A139D06489...

DocuSigned by:  
*Jeremy L Rainwater*  
DD49E8F7B6E24C5...

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

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

Jeremy Schwartz

Jeremy L. Rainwater

Title: Chief Procurement Officer

Title: VP & GM HVAC and Controls North America

10/7/2021 | 8:54 PM CDT

10/14/2021 | 5:51 PM CDT

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved:

DocuSigned by:  
*Chad Coquette*  
7E42B8F817A64CC...

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

Chad Coquette

Title: Executive Director/CEO

10/14/2021 | 5:53 PM CDT

Date: \_\_\_\_\_

# RFP 070121 - HVAC Systems and Related Services

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## Vendor Details

Company Name: Johnson Controls, Inc.  
Does your company conduct business under any other name? If yes, please state: MD  
Address: PO Box 246  
Chesapeake City, Maryland 21915  
Contact: Tom Staves  
Email: thomas.staves@jci.com  
Phone: 443-676-8813  
Fax: 443-676-8813  
HST#: 39-0380010

## Submission Details

Created On: Thursday June 03, 2021 10:17:10  
Submitted On: Thursday July 01, 2021 10:19:53  
Submitted By: Tom Staves  
Email: thomas.staves@jci.com  
Transaction #: 3a12fdca-b2a1-4826-b500-969a9b2c8b16  
Submitter's IP Address: 104.129.195.1

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**Specifications****Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

| Line Item | Question   | Response *  |
|-----------|--|---|
| 1         | Proposer Legal Name (one legal entity only):   | Johnson Controls Inc.   |
| 2         | Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.  | Johnson Controls Canada, LP<br>Johnson Controls Security Solutions  |
| 3         | Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.   | Johnson Controls does not have any applicable assumed names.<br>Johnson Controls, Inc. has previously operated under two (2) former names:<br>1. Johnson Service Company from July 10, 1902 to November 11, 1974<br>2. Johnson Electric Service Company from July 31, 1900 to July 10, 1902 |
| 4         | Proposer Physical Address:   | 5757 North Green Bay Avenue Milwaukee, WI 53209   |
| 5         | Proposer website address (or addresses):   | www.JohnsonControls.com   |
| 6         | Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract): | Jeremy L Rainwater, VP & GM HVAC and Controls North America<br>5757 North Green Bay Avenue Milwaukee, WI 53209<br>jeremy.l.rainwater@jci.com<br>414-524-1200  |
| 7         | Proposer's primary contact for this proposal (name, title, address, email address & phone):  | Tom Staves<br>Cooperative Program Manager<br>705 Digital Drive, Suite N, LINTHICUM HEIGHTS, MD 21090-2267<br>Thomas.Staves@JCI.com<br>443-676-8813  |
| 8         | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):   | Andrew Pergande, Director Commercial Optimization<br>5757 North Green Bay Avenue Milwaukee, WI 53209<br>Andrew.Pergande@jci.com<br>414 524 6937   |

**Table 2: Company Information and Financial Strength**

| Line Item | Question | Response * |
|-----------|----------|------------|
|-----------|----------|------------|

|    |   |   |
|----|---|---|
| 9  | Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.  | <p>Johnson Controls is a global diversified technology and multi-industrial leader serving a wide range of clients in more than 150 countries. Our Performance Infrastructure business, which operates independently, and specifically is responsible for the successful delivery of guaranteed savings projects and other alternative funding projects delivers world-class solutions that address our clients' energy and infrastructure needs. Our solutions leverage our experience from thousands of higher education projects across the country matched to the specific requirements and needs of the client and their facilities.</p> <p>Our company has its very roots in the energy efficiency business. In 1883, Warren S. Johnson, a professor at the State Normal School in Whitewater, Wisconsin, received a patent for the electric room thermostat. His invention launched the building control industry. Johnson Controls with over \$30 billion of revenue in 2017, recently Johnson Controls merged with Tyco to become a global leader in building systems, energy storage, and integrated security and fire.</p> <p>Johnson Controls is a pioneer in developing performance contracting as a viable means by which to update facilities and make them more cost-effective to operate. We have implemented more than 3,000 performance contracting agreements – all with guaranteed savings since 1983.</p> <p>Core Values, Business Philosophy Johnson Controls Values:<br/> <b>INTEGRITY FIRST:</b> We promise honesty and transparency. We uphold the highest standards of integrity and honor the commitments we make.<br/> <b>PURPOSE LED:</b> We believe in doing well by doing good and hold ourselves accountable to make the world a better place through the solutions we provide, our engagement in society, the way we do business, and our commitment to protect people and the environment.<br/> <b>CUSTOMER DRIVEN:</b> We win when our customers win. Our long-term strategic relationships provide unique insights and the ability to deliver exceptional customer experiences and solutions.<br/> <b>FUTURE FOCUSED:</b> Our culture of innovation and continuous improvement drives us to solve today's challenges while constantly asking 'what's next.'<br/> <b>ONE TEAM:</b> We are one team, dedicated to working collaboratively together to create purposeful solutions that propel the world forward.</p> <p>Industry Longevity Related To The Requested Equipment:<br/> Johnson Controls paints an impressive picture, with 130+ years of innovation and over four million customers. Johnson Controls is a global diversified technology and multi-industrial leader serving a wide range of customers. Our commitment to sustainability dates back to our roots in 1885, with the invention of the first electric room thermostat. Johnson is committed to helping our customers win and creating greater value for all of our stakeholders through a strategic focus on buildings and energy growth platforms.</p> <p>Products Or Services<br/> Johnson Controls offers best-in-class technologies, products, installation, and service capabilities across building management, fire, security, sensors/controls, HVAC, industrial refrigeration, and energy storage solutions. Our offering includes total support for all fire alarm, fire detection, fire protection, integrated security, HVAC, Building Controls, healthcare communications, and sound/communications needs. Our capabilities include design, engineering development, integration, installation, project management, programming, testing, commissioning, training, warranty support, and post-warranty service. Our Technicians are highly trained and use state-of-the-art test equipment to ensure high-quality results and are trained to perform related repairs, in addition to inspections and responding to emergency maintenance requirements. Our life safety services are "Best-Value" for the following reasons:<br/> - Specialized inspection teams trained to identify and correct problems before they occur, thus preventing costly nuisance alarms and unnecessary downtime.<br/> - Experienced technicians ensure that repairs are done right and promptly. Standardized reporting and documentation.<br/> - Customized service plans to meet any customer's needs.<br/> Our organization provides local support from our North American network of over 150 local offices in the United States and Canada. Each office functions as a "one-stop-shop" providing parts, supplies, and equipment specific to each of the clients it serves.</p> |
| 10 | What are your company's expectations in the event of an award?  | Johnson Controls expects to build upon our previous contract 030817-JHN successes. Though we had tremendous adoption by our sales teams, there is still much work that needs to be done to maximize the sales potential including launching Canada. We are looking to add additional personnel to our corporate sales team to manage field training, business development, and direct sales. An annual budget has been submitted to assist in the development of additional collateral and E-marketing campaigns and plans to attend local/ regional trade shows to promote our participation in the program.   |
| 11 | Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.  | Johnson Controls Inc is a wholly-owned indirect subsidiary of Johnson Controls International plc, a publicly owned company listed on the New York Stock Exchange (ticker: JCI). As a wholly-owned subsidiary, Johnson Controls Inc's financial results are consolidated in the financial statements of Johnson Controls International plc. In Fiscal Year 2020, Johnson Controls saw net revenue of \$22.3 billion with positive cashflow. Johnson Controls enjoys a strong balance sheet with \$10 billion in assets against \$8.2 billion in total liabilities. Total shareholders' equity was \$17.4 billion for FY 2020. We have provided the Johnson Controls 2020 Annual Report, credit and bond ratings, letters of credit, and detailed reference letters   |
| 12 | What is your US market share for the solutions that you are proposing?  | <p>Johnson Controls does not divulge market share for equipment categories, however, we can report on our North American market share for the following services:</p> <ul style="list-style-type: none"> <li>- Energy Saving Performance Contracting: 14%</li> <li>- P3: 36%</li> <li>- Service and Maintenance: 3%</li> </ul> <p>These values include both the US and Canada.</p>  |
| 13 | What is your Canadian market share for the solutions that you are proposing?  | See answer to question 12.  |
| 14 | Has your business ever petitioned for bankruptcy protection? If so, explain in detail.  | Johnson Controls has never petitioned for bankruptcy protection.  |
| 15 | <p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p> | B) Johnson Controls is a manufacturer and service provider with an extensive network of sales and service branches that are 100% company-owned. The branch network provides equipment, installation, and service for HVAC, security, fire, and Performance Contracting (PC) needs.  |

|    |   |   |
|----|---|---|
| 16 | If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP. | <p>When selecting a company to provide HVAC systems and service, you want to choose a proven contractor that is responsible, experienced, and has employees with the expertise and knowledge to work efficiently and help you make the best choices for your facilities.</p> <p>In addition to professional licenses in all 50 states and 10 Canadian Provinces, our team members hold licenses, certifications, and accreditations by various professional organizations. Professional certification or accreditation indicates a certain proven amount of knowledge and experience in a particular subject area.</p> <p>To earn many of these credentials (e.g., LEED Accredited Professional), applicants are required to have experience in the field as well as pass a comprehensive examination administered by a third party. By regularly maintaining their certifications, our employees ensure they continue their education and keep pace with industry trends and standards.</p> <p>Please see the "Johnson Controls Certification Table" uploaded as a separate file. This table identifies just a few of the professional certifications held by Johnson Controls team members, relevant to HVAC equipment and services and energy efficiency projects. Beyond the dedicated resources for a project, our team can seek additional support from a variety of certified professionals at the regional and national level, as represented here.</p> |
| 17 | Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.  | Johnson Controls has been in business for well over 100 years and operates from about 120 offices in all North America. To the best of our knowledge and information, neither company, as a corporate entity, nor any of its branch or satellite offices have been suspended or debarred by any federal, state, provincial, or municipal public agency.   |

**Table 3: Industry Recognition & Marketplace Success**

| Line Item | Question | Response * |
|-----------|----------|------------|
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| 18 | Describe any relevant industry awards or recognition that your company has received in the past five years  | <p>Our organization participates in a wide range of activities and has been recognized in several unique areas. The following information highlights some key examples.</p> <p><b>SUSTAINABILITY AND CORPORATE SOCIAL RESPONSIBILITY</b><br/>                 2019 World's Most Ethical Company<br/>                 12 selections since 2007 (March 2020, selected for the 13th time) Ethisphere Magazine<br/>                 100 Best Corporate Citizens, 2019<br/>                 Transparency and social responsibility, since 2006<br/>                 Corporate Responsibility Magazine<br/>                 2019 Best Corporate Citizens<br/>                 Community involvement, environmental impact, and fair employee treatment.<br/>                 Forbes Magazine<br/>                 Change the World, 2018<br/>                 Companies that are doing well by doing good<br/>                 Fortune Magazine<br/>                 AAA Rating<br/>                 Environmental, social, and governance MSCI Socially Responsible Indices Carbon Clean 200<br/>                 Biggest public companies ranked by green energy revenues<br/>                 Corporate Knights and As You Sow<br/>                 Energy Star Most Efficient 2020 Most efficient products<br/>                 Energy Star<br/>                 Environmental Leader Project of the Year<br/>                 For partnership with The University of Hawai'i (UH) Maui College Environmental Leader and Energy Manager Today<br/>                 Top Project Judges' Choice Award for its impressive strides in sustainability and renewable energy<br/>                 Environmental Leader and Energy Manager Today<br/>                 Environment + Energy Leader 100<br/>                 Terrill Laughton, VP, and GM of Energy Optimization and Connected Equipment Environmental Leader and Energy Manager Today</p> <p><b>INNOVATION</b><br/>                 Johnson Controls Top 100 Global Innovators, 5-time winner<br/>                 Most innovative corporations and institutions in the world, 2016, 2017, 2019, 2019,2020<br/>                 Clarivate Analytics<br/>                 Overall IoT Company of the Year, 2020<br/>                 Top companies, technologies, and products in the global Internet of Things (IoT) market<br/>                 IoT Breakthrough<br/>                 Most Intelligent Building – Corporate Headquarters (Bee'ah's new headquarters in the UAE)<br/>                 Optimize energy efficiency, make the best use of available space and help the building's occupants be more productive<br/>                 Digie Award</p> <p><b>QUALITY / PRODUCTS</b><br/>                 Our organization participates in a wide range of activities and has been recognized in several unique areas. The following information highlights some key examples.<br/>                 Humanitarian Award, 2019<br/>                 Fire Commissioner's Humanitarian Award<br/>                 Fire Department of the City of New York Foundation Sustainability Product of the Year<br/>                 The YORK® Mission Critical Direct Evaporative Cooling Air Handling Unit in the 2019 Sustainability Awards. The awards honor those who have made sustainability an integral part of their business practice.<br/>                 The Business Intelligence Group<br/>                 Edison Award<br/>                 Environmentally Friendly Solutions sub-category of the Energy and Sustainability award category<br/>                 The Edison Awards annually honor excellence in human-centered design and innovation<br/>                 Five honors in the 2019 Brandon Hall Group Human Capital Management Excellence Awards<br/>                 Innovative learning solutions and sales training programs that help improve the human capital management space, achieve results and provide meaningful careers<br/>                 Brandon Hall Group<br/>                 YORK® YHAU CGN Absorption Chiller – Heater<br/>                 Use of a natural refrigerant (water) that offers zero ozone depletion and global warming potential<br/>                 New Products for Engineers<br/>                 2018 IW Best Plants Winner, Norman OK plant<br/>                 Operational excellence<br/>                 Industry Week<br/>                 Four 2019 World Class Briefing Awards for its excellence in management, planning, customer experience, and measurement<br/>                 Association of Briefing Program Managers<br/>                 Most Intelligent Building – Corporate Headquarters (Bee'ah's new headquarters in the UAE)<br/>                 Optimize energy efficiency, make the best use of available space and help the building's occupants be more productive<br/>                 Digie Award</p> <p><b>WORKFORCE DIVERSITY</b><br/>                 Grady Crosby, vice president of public affairs and chief diversity officer honored with the 2019 Business Champion award<br/>                 Commitment to creating a diverse and inclusive workforce<br/>                 African American Chamber of Commerce<br/>                 Top 50 Employers for Women Engineers, 2019<br/>                 Readers of Woman Engineer were asked to name the employers for whom they would most like to work or that they believe would provide a positive working environment for women<br/>                 Women Engineer<br/>                 50 Best Companies for Diversity Dec. 2018<br/>                 Black Enterprise Magazine Top Employer – China, 2019<br/>                 For exceptional employee conditions, nurturing and developing talent throughout all levels of the organization and striving to optimize its employment practices and to develop its employees<br/>                 Top Employers Institute, China 2019<br/>                 Best of the Best for U.S. Veterans<br/>                 Top Veteran-Friendly Companies<br/>                 U.S. Veteran's Magazine<br/>                 2019 Sustainability Awards and Recognition does not include most recognition bestowed to specific locations and individual employees by organizations around the world for our employees' work to build a sustainable world and does not include sustainability indices to which Johnson Controls was named. This list is representative but not exhaustive of global sustainability honors and awards.</p> |
| 19 | What percentage of your sales are to the governmental sector in the past three years  | 26%  |
| 20 | What percentage of your sales are to the education sector in the past three years   | 18%  |
| 21 | List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years? | NCPA - \$3,865,224<br>TIPS - \$2,281,196<br>NASPO - \$6,036,765<br>OMNIA - \$1,500,000 (1st yr of agreement)   |

|    |  |   |   |
|----|--|---|---|
| 22 | List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years? | GSA - 084 190CA \$11,680,149<br>GSA-03FAC 0060P \$5,131,971 | * |
|----|--|---|---|

**Table 4: References/Testimonials**

**Line Item 23.** Supply reference information from three customers who are eligible to be Sourcewell participating entities.

| Entity Name *              | Contact Name *  | Phone Number *                                      |   |
|----------------------------|-----------------|---|---|
| Brainerd Public Schools    | Earl Wolleat    | 218-454-6906<br>earl.wolleat@isd181.org             | * |
| Castlewood School District | Dawn Wiersma    | 605-793-2351<br>dawn.wiersma@k12.sd.us              | * |
| Watertown School District  | Heidi Clausen   | 605-882-6314<br>heidi.clausen@k12.sd.us             | * |
| Fort Bend County           | Taral Patel     | 281-341-8608<br>taral.patel@fortbendcountytexas.gov |   |
| Marshall County            | Roger Haugtvedt | 218-745-4951<br>rodger.haugtvedt@co.marshall.mn.us  |   |

**Table 5: Top Five Government or Education Customers**

**Line Item 24.** Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

| Entity Name                                  | Entity Type * | State / Province *             | Scope of Work *  | Size of Transactions *      | Dollar Volume Past Three Years * |   |
|--|---------------|--------------------------------|--|-----------------------------|----------------------------------|---|
| Western Regional Integrated Health Authority | Government    | NL - Newfoundland and Labrador | P3, service, controls  | \$322.00 – \$109,274,268.00 | \$109.3M                         | * |
| Corvias Group - Public Housing               | Government    | Florida - FL                   | Work for this entity took place in multiple states.<br>Performance Contracting infrastructure improvements | \$61,531 – \$43,968,914     | \$97M                            | * |
| CUNY - The City University of New York       | Education     | New York - NY                  | Service, Chiller plant upgrade, hot water BMS extension, security cameras, various infrastructure upgrades | \$5,620 – \$24,724,109      | \$35.9M                          | * |
| City of Toledo                               | Government    | Ohio - OH                      | Performance Contract, various HVAC upgrades, automated meters, controls, service                           | \$334 - \$75,390,135        | \$75.9M                          | * |
| School District of Philadelphia              | Education     | Pennsylvania - PA              | Performance Contract, fire alarm, controls, various mechanical HVAC equipment upgrades                     | \$3,986 - \$24,000,000      | \$64.4M                          | * |

**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

| Line Item | Question   | Response *  |
|-----------|--|---|
| 25        | Sales force.   | Johnson Controls has 1740 sales personnel in North America working out of more than 160 branch offices. Our sales professionals are full-time employees. Most of the North American employees are full time with less than 1.5% being temporary or part-time.   |
| 26        | Dealer network or other distribution methods.  | Johnson Controls, Inc. does utilize a minimal amount of Agents at strategic locations throughout the USA. These Agents will be required to work through a local branch when using the Sourcewell contract to ensure pricing integrity and contract compliance. For those dealers that eventually want to sell direct, they will be required to go through a training program and a contract modification will be submitted to add them as an approved Dealer/Agent.   |
| 27        | Service force.   | As mentioned previously, we understand the importance of having a local presence in the communities we serve. This is why we have over 4,800 front-line service providers nationwide in over 160 branch locations. These service providers are direct employees of Johnson Controls.  |
| 28        | Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.  | <p>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. In most North American locations, we have the capability to answer emergency calls within two hours of the original call if required by the customer. Once issues are logged via our 24-hour emergency number, a record of the emergency is made for tracking purposes, and a service team member or members will be dispatched to the site of the issue.</p> <p>We also provide next-day service for routine service calls. We guarantee to answer emergency calls within 24 hours of your call and have technicians available 24-hours a day, seven days a week.</p> <p>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.</p> <p>Some very remote locations may be more than 2-hours away from a service branch. In those cases, we may install additional technology to enable us to detect, analyze, and possibly remedy problems remotely. Another option is establishing a connection to our Remote Operations Center who can then detect, report, and fix problems as they occur. In some cases, we have subcontracted with a local firm that can provide service within the 2-hour window.</p> <p>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 systems, 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 the community of a local service provider.</p> <p>The Johnson Controls E-Service tool provides a customer portal where Sourcewell members can access information related to their building(s) and service jobs, including details about service history, service requests, agreements, and invoices. From the main portal page, they can also review news articles and connect directly to various offerings.</p> <p>Our service branches are certified to service a wide range of facility infrastructures including the following:</p> <ul style="list-style-type: none"> <li>Building automation control systems</li> <li>Chiller and refrigeration equipment</li> <li>Boilers and associated heating systems</li> <li>Air handling equipment and large fans</li> <li>Hydronic equipment including pumps and cooling towers</li> <li>Pneumatic air systems (control and process)</li> <li>Fire alarm systems</li> <li>Security and card access control systems</li> <li>Low and high voltage electrical systems</li> <li>Packaged rooftop units and unitary heat/cooling equipment</li> </ul> <p>Maintenance</p> <p>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 a 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.</p> <p>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 is equally important in a successful strategy.</p> <p>Reactive Maintenance<br/>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>Predictive Maintenance<br/>Checking the condition of the equipment as it operates. Equipment conditions, rather than time intervals, determine the need for service.</p> <p>Preventative Maintenance<br/>Scheduling maintenance at specific times offers the first line of defense against failure.</p> <p>Proactive Maintenance<br/>Addresses root causes identified by predictive methods. It isolates and corrects the sources of failure altogether.</p> |
| 29        | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.   | Johnson Controls will support all geographic areas and market sectors of the United States through the proposed contract. We will be offering and promoting an awarded contract to all Sourcewell member segments and verticals through the proposed contract.  |
| 30        | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.  | Johnson Controls frequently provides products and services to customers in Canada, and will gladly support Sourcewell Canadian members. We have successfully managed, engineered, and implemented more than \$550 million in performance contract projects across Canada, which represents over \$600 million in guaranteed savings. We have 20 branch offices located throughout Canada, which enables us to provide HVAC systems and services to all provinces, Yukon Territory, the Northwest Territories, and Nunavut.  |
| 31        | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.   | Johnson Controls can service all geographic areas of the United States and all Sourcewell Member sectors. We have an international presence and an extensive presence in the United States and Canada. We provide HVAC systems and services to all markets and sectors and have entire teams dedicated to State Government, Higher Education, K-12 Schools and Districts, Local Government, Federal Government, Healthcare, and Public Housing.   |
| 32        | Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract? | Johnson Controls, Inc. can service all geographic areas in North America across all entity sectors with no limitations.   |
| 33        | Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.   | Johnson Controls operates offices located in HI, AK, and US Territories. There will not be any additional charges to service customers located within these areas unless they are more than our standard branch response area of 1 hours' travel from the nearest Johnson Controls office.  |

**Table 7: Marketing Plan**

| Line Item | Question   | Response *   |
|-----------|--|--|
| 34        | Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response. | <p>Our proposed Sourcewell marketing plan includes a coordinated effort between Johnson Controls and Sourcewell. We will continue to market the SOURCEWELL program both internally and externally via our corporate websites. Brochures will be dispensed in both hard copy and electronic format. Our team's Cooperative Program Manager, Mr. Tom Staves, will continue to oversee the program. Mr. Staves will be responsible for driving growth. He will be assisted by the following personnel who have also been supporting Sourcewell in the past. The following sales personnel will assist with the training, promotion, and direct sales to SOURCEWELL clients:</p> <p>Ms. Mary Beth Alexander - Business Development Mgr.<br/>                     Ms. Melanie LeClair - Business Development Mgr.<br/>                     Ms. Hayley Nitschke - Marketing</p> <p>The Sourcewell Logo will be added to tradeshow banners and promoted locally and nationally via numerous tradeshows our personnel attends throughout the year. We will continue to promote Sourcewell via our website. We will also distribute a form to clients. The form will be used to request additional information or schedule a meeting with a sales representative.</p>   |
| 35        | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.  | <p>We use a variety of electronic platforms to ensure contract awareness and to continually educate customers on life safety in general. Some current updates that are in process include; having a strong digital component to our advertising program that includes pay-per-click advertising. Online banner advertising, e-newsletters, links to JohnsonControls.com from key websites. We continue to make significant investments in redesigning our website and implementing marketing automation software that integrates with salesforce.com.</p> <ul style="list-style-type: none"> <li>• Update our existing customer database files for known Sourcewell members</li> <li>• Continuous refresh/updates to the Internet (as stated, there will be a dedicated page to Sourcewell)</li> <li>• Conduct Emailer campaigns</li> <li>• We have launched a very successful webinar series "Learn from the Leader" that takes on a new industry-related topic once per quarter. Free for all that attend.</li> <li>• All Sourcewell customers will have access to Service Channel. A dedicated secure portal where inspection reports, will be uploaded, service calls can be placed, and can even check on the time until the technician arrives.</li> <li>• Will promote via newsletter and corporate announcement</li> </ul> |
| 36        | In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?                                | <p>Johnson Controls entities have had tremendous success with our previous Sourcewell awards. As you see we have many of the same customers still with us under Sourcewell and have greatly expanded the program. We continue to make improvements and build upon past successes and learn from our experiences. Affiliated companies including Johnson Controls Security Solutions, Johnson Controls Canada LP, and Tyco Integrated Fire and Security have the benefit of working from procedures that have been established by Johnson Controls Fire Protection.</p> <p>Our team is driven to provide efficient public service through our national contract purchasing solutions and other related programs. We are only able to do this as we work together; to create a unified purchasing alliance that is valued by both Sourcewell Members and contracted suppliers.</p> <p>We understand our sales staff will be responsible for the majority of the marketing responsibilities for this contract. We are positioned to continue to work together to support a wide range of Sourcewell clients.</p>  |
| 37        | Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.            | <p>Most of our products are designed, developed, and integrated to meet specific customer needs. SSNA products and services are purchased primarily through our local branch network.</p>  |

**Table 8: Value-Added Attributes**

| Line Item | Question   | Response *   |
|-----------|--|--|
| 38        | Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply. | <p>By partnering with Johnson Controls, Sourcewell members will have the ability to customize training to meet their needs. Our programs can be comprehensive to increase the self-sufficiency of staff or more focused to develop competencies where needed. We design our training programs in conjunction with our service offerings to protect customer investments while maximizing the efficiency of their operations. Through continuous support and professional development, we align our services with their mission.</p> <p>To create a truly focused learning experience, we carefully customize our training programs to align with your goals and objectives. To help determine what training will be required for your staff, we will work with you through a series of brief interviews and simple tests with representatives from maintenance supervisors, maintenance staff, facilities engineering, and quality control. The program steps include the following:</p> <ul style="list-style-type: none"> <li>Define current maintenance and operating procedures</li> <li>Define required maintenance and operating procedures required for new equipment</li> <li>Review training options with plant engineering and maintenance</li> <li>Determine and organize training programs, based on need and skill level, for functional groups within the facility (supervisors, maintenance staff, custodial, etc.)</li> <li>Perform training with each group using a mix of theory, hands-on practice, and maintenance manual application</li> <li>Record each session for future use by staff</li> <li>On a regular basis, repeat and redesign new needs and re-establish competency on old ones</li> </ul> <p>Johnson Controls Institute<br/>                     Professional instructors with industry experience, state-of-the-art equipment, and hands-on lab activities are hallmarks of the Johnson Controls Training Institute experience. The Institute has been widely regarded as one of the best educational sources in the building environments industry since its establishment in 1947. Each year, more than 4,000 clients and employees attend courses at our institute.</p> <p>Training is available on-site or at one of our many training centers across the U.S. On-site training features hands-on training on your own equipment. For a listing of courses, please visit our website at <a href="http://www.johnsoncontrols.com">www.johnsoncontrols.com</a>.</p> <p>Packaged Training Programs<br/>                     We realize that off-site classroom instruction is not always practical. For that reason, the Institute produces several packaged training programs to assist our clients. Convenient and effective in-house training is possible through a variety of instructional videotapes, sound/slide, and computer-based training programs produced by the Institute.</p> <p>The computer-based training programs use the power and flexibility of the computer to deliver an interactive learning experience. Interacting one-on-one with the computer, the student can gain a better working knowledge of HVAC systems, energy management concepts, and facilities management system operation. The student can review each modular lesson after the initial learning experience to refresh skills as needed.</p> <p>Branch and On-Site Instruction<br/>                     Because branch training can provide a more convenient and cost-effective alternative to our standard Institute locations, we have converted many of our more popular courses to branch training programs. We can also conduct select courses using remote seminars that allow group training of the client's facilities, systems, and equipment. On-staff Johnson Controls Institute instructors teach the remote seminars at client sites, our offices, or another convenient location depending on the needs of the client group. We use portable equipment simulators that enable employees to practice without jeopardizing building operations.</p> <p>Another option for on-site instruction is on-the-job training, which allows our engineers, technicians, and mechanics to provide instruction at your facilities. This training is excellent for practical and productive learning. Materials include course handbooks, on-site laboratory sessions, and examinations. Typical topics include energy management, HVAC systems maintenance, and facility management system operation. Finally, phone support and technical assistance are always available over the phone or during our normal client service visits.</p> |



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| 39 | Describe any technological advances that your proposed products or services offer.  | <p>Our latest technology deployment is OpenBlue, which is further described in Question 70. It is a complete suite of connected solutions that deliver impactful sustainability, new occupant experiences, and respectful safety and security that combines our 135 years of building expertise with cutting-edge technology. OpenBlue features a suite of tailored, AI-powered service solutions such as remote diagnostics, predictive maintenance, compliance monitoring, advanced risk assessments, and more.</p> <p>One of our more powerful and popular technological advances is our Connected Services. All microprocessor-based York chillers can be connected to our Remote Operations Center and monitored 24/7. This information will better prepare our chiller technicians during their service visits and alert them during abnormal operating conditions. Our team will truly be connected to your member's operations resulting in improved performance.</p> <p>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.</p> <p>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.</p> <p>This application also allows our customers to sign off on completed work, which is immediately available for viewing on the Customer Portal. This tool also gives our technicians access to the internet for updated information on third-party equipment and Johnson Controls compiled database on third-party equipment.</p>   |
| 40 | Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.   | <p>At Johnson Controls, we've been dedicated to protecting the environment since our invention of the electric thermostat in 1885, which provided a fundamental shift in the energy efficiency of buildings. Now, all over the world, our products and services empower customers and communities to consume less energy and conserve resources.</p> <p><b>Our Objectives</b><br/>Sustainability is an integral part of our vision and values. Our environmental efforts are conducted with the following objectives in mind:</p> <ul style="list-style-type: none"> <li>• Supporting our company's growth and exceeding our customers' increasing expectations for more sustainable products and services.</li> <li>• Fostering a culture of sustainability that engages and attracts people who want to make a difference.</li> <li>• Improving our operational efficiency, including lowering costs and reducing the environmental footprint of our operations and supply chain.</li> <li>• Expanding engagement with our stakeholders on environmental issues, including leading in global partnerships that increase the scale of our sustainability impact.</li> <li>• Demonstrating our commitment from the top, including the continued integration of sustainability into company goals and decision-making.</li> </ul> <p><b>Our Accomplishments</b><br/>Across our organization, we seek to continuously improve in our environmental work. We're proud and fortunate to have been included in more than 40 prestigious sustainability indexes in recent years.</p> <p>2020 World's Most Ethical Company. Our 13th year in a row to be so recognized—a record only 7 companies worldwide have ever achieved.</p> <p>100 Best Corporate Citizens, 2020. We achieved the rank of #3 in our category and #18 overall among the 100 Best Corporate Citizens for 2020, for environmental, social, and governance (ESG) transparency and performance. We were up against 1000 of the biggest companies in the US to achieve this ranking.</p> <p>MSCI AAA Status. This is Morgan Stanley's sustainability index. Only 5% of companies achieve AAA.</p> <p>S&amp;P 500 ESG Index. Even at a time when companies like Walmart, Twitter, and Honeywell were dropped from the S&amp;P index, we maintained our spot. We are included in the Dow Jones Sustainability Index as well.</p> <p>Here are just some of the reasons why we've received this recognition:</p> <ul style="list-style-type: none"> <li>• From 2002 through 2017, we are proud to have reduced our energy intensity by 47 percent and our greenhouse gas intensity by 41 percent.</li> <li>• Our efforts align with the United Nations Sustainable Development Goals, a universal call to action to end poverty, protect the planet and ensure that all people enjoy peace and prosperity.</li> <li>• We always strive to do more, which is why in 2017 we adopted a new 2025 Sustainability Strategy. 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 are committing to new, ambitious 2025 goals related to greenhouse gas emissions, energy, water, waste, safety, and diversity from a 2017 baseline.</li> </ul> |
| 41 | Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors. | <p>We are unaware of the Certification of independent products, however, Johnson Controls uses third-party software Process Map for our Environmental, Health, and Safety Information System (EHSIS) to track environment, health, and safety data from facilities worldwide. Data are reviewed routinely by qualified personnel, including the regular use of an internal audit process to check not only data in the system but also site-level checks of original records and other aspects. At times, we engage assistance from third-party environmental, health and safety, and ISO consultants for site-specific audits. This includes using, for some sites, certified registrars to validate and certify our operations to various quality, environmental, six sigma, and safety standards, e.g., ISO 9000, ISO 14001, OHSAS 18001. Additionally, filings with environmental, health and safety, and other regulatory agencies are routinely checked internally and by the applicable regulatory agency.</p>  |
| 42 | Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.    | <p>Johnson Controls is a leader in supplier diversity. Since 1993, we have spent more than \$22 billion with certified women- and minority-owned suppliers. Globally, we have included more than 300 diverse and historically underutilized companies into more than 30 product and service procurement categories to support our customer solutions.</p> <p>Johnson Controls' supplier diversity program is successful because of accountability, training, and supplier diversity processes that extend into our customer and supplier networks.</p> <p>Supplier diversity is approached as a discipline that is not confined to one department, geography, or an elite group of star performers. All of the operational, commercial, and advanced supplier diversity activities are tied together with standardized processes company-wide.</p>   |

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| <p>43</p> | <p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p> | <p>Sourcewell members can ensure their project produces significant energy savings and the highest return on investment by selecting a company with extensive HVAC System and Service experience and a nationwide branch network that ensures expert local service in every market in North America.</p> <p>Unparalleled Experience</p> <p>By selecting Johnson Controls, Inc. (Johnson Controls), Sourcewell members will engage an industry leader that has implemented over 3,000 ESPC projects over the past 30+ years and helped pioneer the ESPC industry in the 1980s. We are the national leader in HVAC Systems and services with a greater market share and more experience than any of our competitors. We currently hold over \$6 billion in performance-based guarantees through approximately 615 projects across North America.</p> <p>This experience ensures that Sourcewell members can realize a high-performance project that is designed, implemented, commissioned, and serviced by reliable experts that have successfully installed and service HVAC systems for other K- 12, higher-education, state, and local government bodies.</p> <p>We offer our customers the reliability and financial stability of a Fortune 100 company. Our sales for the fiscal year 2015 totaled \$37.2 billion. Our financial muscle is balanced by a strong code of ethics. For the tenth year in a row, Johnson Controls has been named one of the "World's Most Ethical Companies" by the Ethisphere Institute. Corporate Responsibility Magazine has also recognized Johnson Controls as the #14 company in its annual "100 Best Corporate Citizens" list.</p> <p>Our long history and proven capabilities illustrate that we can perform all phases of any project and provide Sourcewell member entities with the best value through equipment upgrades, equipment maintenance, and service, training, or any combination of service that you require.</p> <p>We Are Where You Are</p> <p>Our field service branch network of 4,500 front-line service providers in over 160 branch locations shows that although Johnson Controls has a large national and international footprint, we understand the importance of having a local presence in the communities we serve.</p> <p>Our extensive branch network is 100% company-owned and operated, which enables us to share resources, expertise, innovations, and corporate values throughout the entire branch network. This enables all of our branch employees to benefit from the experience and lessons learned on projects we perform across the nation and around the world. No other Energy Services Company (ESCO) has a similar network.</p> <p>By investing in local branch locations, we enable local decision-making authority that makes it easier to respond to the needs of customers in a timely manner. Our investment also helps support the communities where we live and work.</p> <p>Flexibility and Consistency</p> <p>Sourcewell members can benefit from our established and uniform development and implementation approaches that provide a consistent level of service and expedited delivery. We will apply the same management approach at a small-town school district, as we will for a world-renowned University or large state customer with highly dispersed facilities. This ensures that each project meets our standards of quality, safety, and maximum return on investment for our customers.</p> <p>With a large number of resources available to our teams, we are able to provide projects with additional staff to meet aggressive deadlines. Additionally, our ability to streamline the development, procurement, and implementation processes ensure faster upgrades of facilities so our customers will realize savings sooner.</p> <p>Safety</p> <p>At Johnson Controls, we realize safety is just as important to you as it is to us. From onsite field employees to corporate offices, safety is built into all the services we provide.</p> <p>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.</p> <p>Commitment to Diversity</p> <p>For any project we undertake, we endeavor to maximize participation from minority-owned and Historically Underutilized Businesses (HUBs). This is an increasingly important goal for many of our customers and benefits Johnson Controls by expanding our pool of available talent in each marketplace.</p> <p>We have more than 700 diverse suppliers representing more than 50 product and service categories. Approximately 7% of Johnson Controls' outside purchases are made with diverse suppliers and contractors with minority purchases making up approximately 80% of the spend. The remaining external purchases are from women-owned firms and firms designated by government agencies as small or disadvantaged businesses.</p> <p>Because of these efforts, Johnson Controls has joined the elite Billion Dollar Roundtable, an organization comprised of only 24 U.S. corporations that spend more than \$1 billion annually with minority- and women-owned businesses.</p> <p>Commitment to Sustainability</p> <p>Sustainability is a cornerstone of our business. We create sustainable solutions through all of our workstreams and practice what we preach as a corporation. Our corporate headquarters campus in Glendale, Wisconsin represents the largest concentration of LEED Platinum buildings with four awarded buildings in one site.</p> <p>Since 2002, we have publicly 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 2015 Sustainability Report is available for you to view online at:</p> <p><a href="http://www.johnsoncontrols.com/corporate-sustainability/reporting-and-policies/business-and-sustainability-report/environmental-leadership">http://www.johnsoncontrols.com/corporate-sustainability/reporting-and-policies/business-and-sustainability-report/environmental-leadership</a></p> |
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**Table 9A: Warranty**

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

| Line Item | Question  | Response *   |
|-----------|---|--|
| 44        | Do your warranties cover all products, parts, and labor?  | Our warranty structure is set forth to protect our clients against faulty products installed by or workmanship completed by our personnel. Our warranties cover all products, parts, and labor associated with the Johnson Controls installed or serviced system.  |
| 45        | Do your warranties impose usage restrictions or other limitations that adversely affect coverage?   | There are no usage limitations in our warranty system for Johnson Controls installed or serviced systems.  |
| 46        | Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?   | Technician travel time and mileage to perform warranty repairs are covered under our warranty program.   |
| 47        | Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair? | Due to the presence of our company-owned district offices throughout North America, we are not aware of any geographic region where we cannot provide warranty repair services.  |
| 48        | Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?  | As indicated above, our policy states we will warranty a system installed by our technicians for a period of 1 year from the date of the customer's beneficial use. Service parts carry a 90-day warranty from the date of installation by a qualified technician. Different manufacturers may offer their own equipment warranties that cover the replacement cost of specific system components  |
| 49        | What are your proposed exchange and return programs and policies?   | According to the specific terms of each client's agreement, we can exchange a faulty piece of equipment or system component under warranty for its current equivalent. Equipment that cannot be repaired, or that is part of a legacy system no longer supported, will be replaced at the client's request.  |
| 50        | Describe any service contract options for the items included in your proposal.  | <p><b>Maintenance</b><br/>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 a 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.</p> <p>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 is equally important in a successful strategy.</p> <p><b>Reactive Maintenance</b><br/>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><b>Predictive Maintenance</b><br/>Checking the condition of the equipment as it operates. Equipment conditions, rather than time intervals, determine the need for service.</p> <p><b>Preventative Maintenance</b><br/>Scheduling maintenance at specific times offers the first line of defense against failure.</p> <p><b>Proactive Maintenance</b><br/>Addresses root causes identified by predictive methods. It isolates and corrects the sources of failure altogether.</p> |

**Table 9B: Performance Standards or Guarantees**

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

| Line Item | Question   | Response *  |
|-----------|--|---|
| 51        | Describe any performance standards or guarantees that apply to your services                             | <p>Johnson Controls utilizes a total quality management approach across Canada and throughout North America. Johnson Controls develops a clear picture of our customer's definition of quality service, from that we generate a defined set of objectives that form the basis of our performance standard.</p> <p>This method will ensure that Johnson Controls clearly understands and proactively participates in exceeding all of a customer's goals, and in our ability in achieving your expectations for customer satisfaction.</p> <p>Johnson Controls team and individual performance goals are set to a level exceeding the customer's acceptable performance standard. Performance evaluations are based on the team's success in achieving overall project goals; thus, teams are motivated to apply persistent, dedicated, and focused effort to overachieve their goals.</p> <p>Our Performance Infrastructure team provides guarantees for our Performance Contracting projects.</p> <p>For a Performance Contract, Johnson Controls guarantees the savings amount in the contract.</p> <ul style="list-style-type: none"> <li>- We begin monitoring the savings performance at the onset of the construction period and continue throughout the guarantee period. At the same time, we suggest and implement operational enhancements to fine-tune the overall performance.</li> <li>- We monitor savings during the year, produce scheduled reports that describe the results and reconcile the guarantee at the end of each year (or as dictated by the M&amp;V plan).</li> <li>- If the dollar savings are equal to or greater than the guarantee amount, customers receive all of the excess benefits. If there is a shortfall, Johnson Controls will pay the difference between the actual and the guaranteed amount in the form of a check or as additional equipment and services.</li> <li>- We repeat the annual tracking and reconciliation process each year throughout the term of the agreement.</li> </ul> |
| 52        | Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.) | A schedule of values is provided with each proposal that provides details of the service or product being provided, outlines timelines, billing, and responsible parties. There are standard communication and response time protocols that will be outlined at the task-order level.   |

**Table 10: Payment Terms and Financing Options**

| Line Item | Question  | Response *   |
|-----------|---|--|
| 53        | Describe your payment terms and accepted payment methods?   | Payment terms are NPR 30 for all invoices. For contracting sales, a schedule of values will be outlined regarding payment intervals throughout the installation process including after-warranty PSA.  |
| 54        | Describe any leasing or financing options available for use by educational or governmental entities.  | It is the intent of Johnson Controls to utilize Sourcewell Approved Leasing Vendor NCL for potential financing of our Sourcewell opportunities.<br>Our organization offers various financial solutions in an effort to remain focused on the financing needs of its customers. Program offerings include:<br>Direct Purchase<br>Fair Market Value (FMV) Purchase Option<br>10% Purchase Option   |
| 55        | Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders. | Systems and Services North America has a wholly-owned branch network that provides proposals directly to customers for requested product or service purchases. Each proposal procured through the Sourcewell contract will be marked in Salesforce as a Sourcewell Cooperative and will have the Sourcewell contract number and will be logged. Additionally, services are quoted and tracked using the Sourcewell "buying group" Upon customer award and invoiced, these sales will be reported to Sourcewell quarterly |
| 56        | Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.  | Johnson Controls will utilize standard commercial quoting tools when quoting Sourcewell opportunities. The primary systemic tools utilized to build proposals are Selection Navigator, Yorkworks, and NxGen when quoting services. Standard JCI commercial terms are incorporated into these proposals.  |
| 57        | Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?  | We do accept P-card procurement and payment, and we do not pass on any fees to the customer.   |

**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

| Line Item | Question  | Response *   |
|-----------|---|--|
| 58        | Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.                              | This agreement will apply to all Johnson Controls Systems and Services North America (SSNA) branches across the United States. Johnson Controls strives to be a company that is easy to do business with. Therefore, our approach for this opportunity is to keep our pricing model simple, easy to use, and transparent.<br><br>Labor Rates<br>For labor rates, each branch location has published street labor rates that are competitive in their local markets. We will be using the approach discounting 10% off of our local branch published street rates (benchmark: Our labor pricing approach is the same approach utilized by Johnson Controls for GSA Schedule 84, which can be used by most state and local government entities). Local labor rates change annually.<br><br>Equipment, Controls, and Solutions<br>For equipment, controls, fire / Security alarm, and parts manufactured by Johnson Controls, our approach is to discount off of our North American List Price (NALP) or List Price depending upon the pricing tool being utilized.<br>For outside purchased HVAC equipment, controls, fire, security, technology equipment, and miscellaneous components, our approach is to mark up over our cost.<br>HVAC Specialty Air Quality Products are custom built, so pricing will vary<br>For miscellaneous 3rd party parts, mechanical subcontracts, electrical subcontracts, piping subcontracts, insulation subcontracts, job services such as cranes, facilities assessments, job specific tools, management & engineering services and surveys, our approach is to mark up over our cost as verified by 3rd party invoice to Johnson Controls. |
| 59        | Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.  | Discounts vary based on equipment and labor. Maximum equipment discounts are 55%.  |
| 60        | Describe any quantity or volume discounts or rebate programs that you offer.  | Volume discounts will be considered on a project-by-project basis. Most SSNA solutions are customized for each facility and do not qualify for volume discounts.   |
| 61        | Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.  | We supply these items at cost + 30%.   |
| 62        | Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer. | Proficiency and Risk (PR) Fee:<br><br>Due to unforeseen conditions and/or circumstances on all proposals Johnson Controls includes PR assessments. The PR fee averages 5%, of the total sell price depending on the risk it could be as high as 10% or as low as 2%.<br><br>In our existing Sourcewell Contract 030817-JHN, this PR Fee has consistently been included in our proposals under miscellaneous as it is part of our systemic pricing tools. Johnson Controls wants to provide customers with complete transparency of our pricing.  |
| 63        | If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.  | Shipping costs are included, as is disposal.   |
| 64        | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.   | Shipping costs are included in the price.  |
| 65        | Describe any unique distribution and/or delivery methods or options offered in your proposal.   | We strive to achieve just-in-time delivery to avoid storage costs and costs associated with damage that can occur when equipment and parts are stored on-site or in a facility for any length of time. Additionally, we do not enforce your warranty until we reach substantial completion. This helps save our customers a little money by not starting the warranty period too early when the system is not yet in use.  |

**Table 12: Pricing Offered**

| Line Item | The Pricing Offered in this Proposal is: *  | Comments   |
|-----------|---|--|
| 66        | b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments. | Pricing methodology is similar to that of past award. Both B and C apply to our response. Depending upon the opportunity discounts are equal to or better than we offer to GPO's and other cooperatives. It is Johnson Controls policy to standardize pricing across Cooperatives and GPO agreements and enable the branch offices to negotiate the additional discounts on an opportunity by opportunity basis. |

**Table 13: Audit and Administrative Fee**

| Line Item | Question   | Response *  |
|-----------|--|---|
| 67        | Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.                                | Pricing calculations under the Sourcewell contract will leverage estimating tools with defined pricing discounts for Sourcewell members. This pricing methodology makes it easy for our field organization and customers to understand pricing practices. Pricing transparency is provided to the customer with each Sourcewell proposal including reference to the Sourcewell contract. Pricing for large sales often has multiple reviews (sales, sales management, and cooperative program office). Small transactional sales are sample reviewed by the cooperative program office. If a pricing discrepancy would be identified all sales by that sales rep through the Sourcewell contract would be self-audited. The sales reporting and administrative fee remittance function are independent of the field sales organization. Fee processing is completed by a centralized GPO and cooperative processing team. This process will help to eliminate issues relating to unreported sales or missing fees under the Sourcewell contract. The centralized team utilizes data contained with our Customer Relationship Management system, booking system, and cooperative proposal log to help ensure completeness in sales reporting and fee submission. |
| 68        | If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.  | Johnson Controls has established KPI's for evaluating the performance of our Cooperative Program. These internal metrics are comprised of data from both sales and finance. For example, one key metric that we utilize is the number of sales representatives that have an active Sourcewell proposal in the Sales Force pipeline  |
| 69        | Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.) | Johnson Controls proposes a 1% administrative fee. On significant opportunities, we would like to leave open our ability to further negotiate a reduction on a case-by-case basis.  |

**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

| Line Item | Question  | Response *  |
|-----------|---|---|
| 70        | Provide a detailed description of the equipment, products, and services that you are offering in your proposal. | <p>Due to character limitation on the Bid Portal, please see the "Table 14A – Depth and Breadth of Offer Equipment Products and Services" document for complete details.</p> <p>Although we have the unique capacity to self-perform most work, we also have the contract management expertise to know when it is appropriate to outsource some functions. Please see our "Subcontracting Scope of Work" document uploaded as an attachment to this response.</p> <p>HVAC System Design, Installation, and Service<br/>                     HVAC Systems:<br/>                     - Standard Air Handling Units (AHUs), Customer AHUs, AMI Modular AHUs<br/>                     - Inefficient air handling unit replacement<br/>                     - HVAC system redesign<br/>                     - Variable frequency drives<br/>                     - Heat recovery systems<br/>                     - Low leakage air dampers<br/>                     - Variable air volume systems<br/>                     - Inlet vanes for centrifugal fan<br/>                     - Demand control ventilation<br/>                     - Exhaust fans<br/>                     - Fan coil units<br/>                     - Motor replacement<br/>                     - Unit heaters/ventilators<br/>                     - Computer room unit optimization<br/>                     - Four-pipe system to two-pipe system<br/>                     - Variable volume system upgrades<br/>                     - System recommissioning<br/>                     - Duct Free Mini Split Systems<br/>                     - Invertors<br/>                     - Pumps<br/>                     - Indoor Air Quality Products and Devices: Active polarization, non-ionizing, electronic air cleaning systems intended to replace passive filtration<br/>                     - Rooftop units<br/>                     - Heat pumps<br/>                     - PTACs<br/>                     - Water source heat pumps<br/>                     - Air Terminal Devices and Heating Products<br/>                     - Lighting systems-disinfectant lighting (UVC light tech) for air handlers</p> <p>Cooling Systems:<br/>                     - Scroll, Rotary, Centrifugal, Reciprocating, Air-Cooled Chillers, Water-Cooled Chillers, Condensing Units, and Absorption Chillers<br/>                     - Chiller replacements<br/>                     - Gas fire centrifugal chillers<br/>                     - Low load chiller<br/>                     - CFC containment conversions<br/>                     - Tower free cooling<br/>                     - Commercial refrigeration</p> |

- Cooling tower upgrade
- Two speed fan motors
- Variable pitch blade cooling tower fan
- Thermal energy storage systems
- Reclaim A.C. heat rejection
- Variable flow system upgrade
- Air-Cooled Variable Refrigerant Flow Systems
- Chilled water temperature reset
- Humidity control
- Absorption chiller
- Gas-fired chiller
- Condenser auto-cleaning
- Conversion to primary secondary, including VSD on pumps
- Cooling towers De-centralization/centralization
- Free cooling

## Energy Management and Control Systems:

- In-room control systems
- Direct digital controls
- Pneumatic control conversion
- Manual valves to automatic valves
- Air compressors
- Lab fume hood control
- Multi-system integration
- Load shedding
- Demand management
- Staging / lead-lag
- Optimum start / stop

## Heating Systems:

- Heating system redesign and optimization
- Boiler replacement
- Electric to gas fired boiler
- High efficient modular boilers
- Low load boiler
- Burner replacement
- Dual fuel burners
- Oil atomizing burners
- Boiler stack heat reclaim
- Perimeter radiation
- High efficient domestic water heaters
- Gas line turbulators
- Temperature reset control
- Electric heating to gas
- Piping insulation
- Boiler stack reclaim
- Boiler system de-centralization
- Aerator replacement with O2 scavenger
- Automated water treatment
- Condensate recovery

## Performance Contracting

- Energy Conservation Measures
- Investment Grade Audits
- Infrastructure Upgrades

## OpenBlue

## Building Systems

- Building Management System
- Access Control System
- Lighting
- HVAC
- Floor plans

## Integrated Workplace Management Systems

- Meeting rooms (size, location, amenities)
- Desk (reservable, status)
- Assets (type and location)
- Other spaces
- Frictionless Access Control
- Facial Recognition
- Skin temperature scanning solution
- Facemask detection
- Thermal imaging, UV sanitizing gates, contact tracing, touchless visitor management

## Enterprise IT Systems

- HR & IT System
- Active Directory
- Microsoft Exchange
- CMMS

## Third Party Offerings

- Sensors
- Space Scheduler
- Mobile Access
- Parking management
- Travel options (bus, train, car)
- Weather, traffic, stock prices

## OpenBlue Healthy Buildings

- OpenBlue Dynamic Spaces
- Face Mask Detection
- Social Distance Monitoring and Contact Tracing
- Intelligent Frictionless Access Control

## OpenBlue Companion

- OpenBlue Clean Air
- OpenBlue Location Manager
- OpenBlue Enterprise Management
- OpenBlue Digital Twin
- OpenBlue Secure
- OpenBlue Tailored Services Suite

## Smart City Programs

- Traffic analysis
  - Security Cameras
  - Proximity Sensors
  - Pedestrian Counters
  - Digital signage and speakers
  - Gunshot detection
- Utility Meters
- Water Meters
  - Electric Meters
  - Utility billing analysis
  - Utility rate improvements
  - Meter consolidation
  - Electric power factor correction
  - Automatic Meter Reading (AMR)
  - Advanced Metering Infrastructure (AMI) technology – Full scale implementation
  - Meter accuracy improvements
  - Meter typing & sizing upgrades
  - Automatic leak detection system
  - Customer web portal
  - SCADA upgrades
- Distribution Systems and Cogeneration Plants
- Central Utility Plants
  - Cogeneration/CHP Systems
  - Central cooling plant
- Lighting Systems
- Lighting Products: Intelligent lighting, connected lighting, streetlighting, intelligent street lighting, decorative lighting, human-centric lighting, specialty lighting, safety lighting, disinfectant lighting, and commercial lighting.
  - Interior Lighting:
    - o Linear Fluorescent Upgrades: New LED fixtures, LED retrofit kits, LED tubes
    - o CFL/INC/HID Upgrades: New LED fixtures, LED retrofit kits, LED re-lamps
    - o High Bay Fixtures: New LED fixtures
  - Exterior Lighting:
    - o Building Mounted: Wall packs, floods, canopy
    - o Pole Mounted: Area and street lights, Post top decorative, High mast, Parking garages
  - Lighting Controls:
    - o Room based controls: occupancy sensors, Photocell sensors
    - o Stand-alone Networked controls
    - o Integrated Networked controls with BAS
    - o Smart City controls
  - Human-Centric Lighting (HCL): HCL systems combine intelligent lighting control with LED lamps and fixtures that have the ability to change their color temperature and intensity. Light varies during the day according to the natural lighting cycle:
    - o Low light levels and low CCTs (Correlated Colour Temperature) in the early morning
    - o High light levels and high CCTs at midday (up to 10,000 K)
    - o Low light levels and low CCTs during evening
    - o Extremely low light levels and a medium CCT under moonlight
  - Smart Building-Wide Lighting Control
  - Building Automation System Integration
  - Business Optimization
- Building Envelope Systems
- Window glazing
  - Tinted window film
  - Energy efficient windows
  - Window and door weather stripping and caulking
  - Revolving doors
  - Air curtains
  - Automatic door closers
  - Roofing
  - Insulate walls, roof, floor, soffit
  - Caulk pipe penetrations
  - Seal ceiling to roof gap
  - Solar radiation reduction
  - Reflective coating to roof
  - Weatherproofing
- Water and Sewage Systems
- Water Conservation
- Retrofit flush valves, showerheads, faucets, toilets
  - Automated water systems
  - Cooling tower retrofits
  - Ice machine upgrades
  - High efficiency domestic water heaters
  - Waste heat recovery
- Water Supply/Treatment/Distribution
- Raw water pumping
  - High service pumps
  - Backwash water pumps (filtration plants)
  - Water control systems
  - Plumbing systems
  - Irrigation systems
  - Domestic water
  - Rain water harvesting
- Wastewater Collection and Treatment
- Wastewater lift pumps
  - Aeration system improvements (diffusers, controls, blowers)
  - Digester gas to energy projects
  - Digester improvements
- Flood Control
- Flood control systems
  - Flood monitoring systems
  - Integrated traffic control and monitoring systems
- Renewable Energy Systems
- Solar photovoltaic
  - Wind turbines



- Geothermal heat pumps
- Microgrid
- Energy storage
- Solar daylighting
- Biomass plants
- Solar thermal pool heating
- Solar thermal domestic water heating
- Solar transpired walls
  
- Distributed Energy Storage
- Battery Power Stationary Storage
- Energy Storage System - In-Building
- Modular Container Distributed Energy Storage System
- Thermal Energy Storage Systems
- Ice Storage
  
- Sewer Heat Recovery
- Waste Heat Recovery and Urban Biogas Utilization
  
- Microgrids
  
- Connected Technologies
- Audio-Visual
- Data Cabling
- LAN/WAN/Voice
- Distributed Antenna Systems
- Nurse Call Systems
- Security Systems
- HL7 Integrations
  
- Pool Systems/Environment and Recreational Spaces
- Additional Systems
- Loading dock air curtains
- Ceiling systems
- Electrical power systems
- Emergency generators
- Turbine generators
- Switch gear
- Elevator modernization
- Waste management
- Waste compactors
- Red bag waste
- Pool covers and pool heat recovery
- Air and water balance
- Power factor correction
- Fleet management
- Start-up and commissioning
- High efficiency water heating
- Instantaneous hot water heating and removal of large storage tanks
- Waste heat recovery for dryers and kitchens
- Conversion of electric kitchen equipment to gas
- Water savings measures for kitchen and laundry
- Ozonated laundry upgrades
- Kitchen equipment
- Dishwasher replacement
- Walk-in coolers optimization
- Exhaust system optimization
- Kitchen design
- Laundry systems
  
- Service and Maintenance
  
- Public Relations
  
- Security
- 24/7 remote monitoring
- Access control
- Advanced video surveillance
- Intrusion detection
  
- Fire, Life-Safety & Hazard Protection
- Fire alarm systems
- Fire sprinkler systems
- Fire suppression systems
- Mass notification systems
- Special hazard solutions
- Extinguishers
- Mass Notification
- Special Hazard
- Sprinkler
  
- Operational Intelligence & Loss Prevention
- Information management solutions
- Real-time location systems (RTLS) for asset management
- Video and traffic analytics

|    |  |  |
|----|--|--|
| 71 | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | <ul style="list-style-type: none"> <li>- Renewable Technologies</li> <li>- Indoor Air Quality</li> <li>- Lighting Systems</li> <li>- Energy Efficiency</li> <li>- Greenhouse Gas Reduction</li> <li>- Smart Building Technologies</li> <li>- Smart City Technologies</li> <li>- Artificial Intelligence</li> <li>- Security</li> <li>- Connected Technologies</li> <li>- Energy Storage</li> <li>- Microgrids</li> <li>- HVAC Equipment</li> <li>- Controls</li> <li>- Building Automation Systems</li> <li>- Energy Management Systems</li> <li>- Operational Intelligence and Asset Management</li> <li>- Fire alarm and suppression</li> <li>- Security</li> <li>- Extinguishers</li> <li>- Sprinkler</li> <li>- Mass Notification</li> <li>- Special Hazard</li> </ul> |
|----|--|--|

**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

| Line Item | Category or Type  | Offered *  | Comments  |
|-----------|---|--|---|
| 72        | HVAC, IAQ, and water heating or treatment infrastructure, equipment, components, products, parts, and related technology  | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | See attachment 14A - Depth and Breadth of Offer Equipment Products and Services |
| 73        | Sensors, controls, thermostats, gauges, and system automation or management products and technology   | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | See attachment 14A - Depth and Breadth of Offer Equipment Products and Services |
| 74        | Services related to the offering of the solutions described in Lines 72 and 73 of Table 14B above, including installation, maintenance, repair, refurbishment, replacement, system upgrades, emergency or short-term HVAC equipment rental, assessment, integration, training, support, and customization | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | See attachment 14A - Depth and Breadth of Offer Equipment Products and Services |

**Exceptions to Terms, Conditions, or Specifications Form**

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

**Documents**

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
  2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
  3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
  4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Sourcewell Pricing Table 07 01 21 Final Rev.docx - Wednesday June 30, 2021 14:58:28
  - [Financial Strength and Stability](#) - 2020-10-k-for-jci-site.pdf - Monday June 28, 2021 14:57:33 [Marketing Plan/Samples](#) - Marketing Doc.pdf - Tuesday June 29, 2021 09:58:10
  - [WMBE/MBE/SBE or Related Certificates](#) (optional)
  - [Warranty Information](#) - Project Warranty Letter.pdf - Monday June 28, 2021 16:09:35
  - [Standard Transaction Document Samples](#) - HS HP Upgrade and Service Sample Proposals.pdf - Monday June 28, 2021 15:40:04
  - [Upload Additional Document](#) - Table 2 Certification and Table 14A Additional Info.zip - Tuesday June 29, 2021 10:31:24

**Addenda, Terms and Conditions**

**PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcwell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcwell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcwell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcwell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jeremy Rainwater, VP & GM HVAC and Controls North America, Johnson Controls, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes  No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

| File Name   | I have reviewed the below addendum and attachments (if applicable) | Pages |
|---|--|-------|
| <b>Addendum_4_HVAC_Systems_Services_RFP_070121</b><br>Tue June 22 2021 04:10 PM | <input checked="" type="checkbox"/>                                | 1     |
| <b>Addendum_3_HVAC_Systems_Services_RFP_070121</b><br>Wed May 26 2021 04:55 PM  | <input checked="" type="checkbox"/>                                | 1     |
| <b>Addendum_2_HVAC_Systems_Services_RFP_070121</b><br>Tue May 18 2021 03:45 PM  | <input checked="" type="checkbox"/>                                | 1     |
| <b>Addendum_1_HVAC_Systems_Services_RFP_070121</b><br>Mon May 17 2021 01:50 PM  | <input checked="" type="checkbox"/>                                | 1     |

## **AGREEMENT**

THIS AGREEMENT IS MADE AND ENTERED INTO THIS 30<sup>th</sup> DAY OF September, 2022, by and between the Sacramento City Unified School District ("District") and Johnson Controls, Inc. or "JCI" ("Contractor") ("Agreement").

**WITNESSETH:** That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

- 1. The Work:** Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

**PROJECT: METASYS (HVAC CONTROL UPGRADE) AT JOHN F. KENNEDY**

It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents including, without limitation, the Drawings and Specifications and submission of all documents required to secure funding or by the Division of the State Architect for close-out of the Project, under the direction and supervision of, and subject to the approval of, the District or its authorized representative.

- 2. The Contract Documents:** The complete Contract consists of all Contract Documents as defined in the General Conditions, the JCI Rider to Installation Agreement dated June 15, 2022 ("Rider"), and the Memorandum of Understanding between JCI and the District dated February 28, 2022 ("MOU") all of which are incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
- 3. Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 18 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.
- 4. Time for Completion:** It is hereby understood and agreed that the work under this contract shall be completed within per the Project Schedule "HVAC Metasys Upgrades Inc 1 Phase 2 Various Schools" ("Contract Time") from the date specified in the District's Notice to Proceed.

**5. Completion-Extension of Time:** Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.

**6. Liquidated Damages:** Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of Five Hundred dollars (\$500) per day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work. It is hereby understood and agreed that this amount is not a penalty.

In the event that any portion of the liquidated damages is not paid to the District, the District may deduct that amount from any money due or that may become due the Contractor under this Agreement. The District's right to assess liquidated damages is as indicated herein and in the General Conditions.

The time during which the Contract is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the District may grant. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

**7. Loss Or Damage:** The District and its authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold the District and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.

**8. Insurance and Bonds:** Before commencing the Work, Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.

**9. Prosecution of Work:** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

**10. Authority of Architect, Project Inspector, and DSA:** Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), and the Division of the State Architect have authority to approve and/or stop Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the

California Code of Regulations, and all applicable laws. The Contractor shall be liable for any delay caused by its non-compliant Work.

- 11. Assignment of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
- 12. Classification of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type C-20 Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
- 13. Registration as Public Works Contractor:** The Contractor and all Subcontractors currently are registered as public works contractors with the Department of Industrial Relations, State of California, in accordance with Labor Code section 1771.4.
- 14. Payment of Prevailing Wages:** The Contractor and all Subcontractors shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.
- 15. Labor Compliance:** This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and Title 8 of the California Code of Regulations. Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of Division 2, Part 7, Chapter 1, of the Labor Code, including, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate electronic certified payroll records as required by the Contract Documents, or the District may not issue payment.
- 16. Contract Price:** In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

**One Million Three Hundred Thirty-Five Thousand Five Hundred Twenty-Four and 72/100 Dollars (\$1,335,524.72)**

which sum is to be deducted from the V-Pac Credit [OR] applied toward the V-Pac Balance described in the MOU, according to the schedule provided by the Contractor and accepted by the District and subject to additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s).

- 17. Severability:** If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

**JOHNSON CONTROLS, INC.**

**SACRAMENTO CITY UNIFIED  
SCHOOL DISTRICT**

By:

*Rahvia Pagoly*

Title: California HVAC Area Installation Manager

Date: Oct. 24, 2022

By: Rose Ramos

Title: Chief Business Officer

Date: \_\_\_\_\_

NOTE: If the party executing this Contract is a corporation, a certified copy of the by-laws, or of the resolution of the Board of Directors, authorizing the officers of said corporation to execute the Contract and the bonds required thereby must be attached hereto.

END OF DOCUMENT





**Johnson Controls  
Rider to Installation Agreement**

This Rider is made as of **October 12, 2022** by and between **Johnson Controls, Inc.** (“Johnson Controls”) and Sacramento City Unified School District (“Customer”) and amends the Metasys (HVAC Control Upgrade) at John F. Kennedy High School (the “Agreement”). This Rider is effective as of the date of last signature below. The provisions of this Rider supersede and replace any other agreement or agreements between Johnson Controls and Customer with respect to the subject matters covered by this Rider and constitutes the entire agreement of the parties on the subject matter hereof.

- 1. **Indemnity.** Section 14.2.1 of the General Conditions only, shall be replaced with the following: Johnson Controls agrees to indemnify Customer, its board members, officers, representatives, contractors, agents, and employees, in both individual and official capacities for all damages, losses and expenses with respect to any third-party claims, including those for personal injury, including death, or tangible property damage but only to the extent such damages, losses and expenses are caused by the negligent acts or willful misconduct of Johnson Controls in fulfilling its obligations under this agreement. In the event Johnson Controls is obligated to indemnify Customer as set forth above, Johnson Controls has the right but not the obligation to defend Customer against third-party claims. If Johnson Controls elects to undertake such defense, then Johnson Controls shall have exclusive control over the defense.
- 2. **Waiver of Consequential Damages.** **IN NO EVENT, WHETHER IN CONTRACT, TORT OR OTHERWISE (INCLUDING BREACH OF WARRANTY, NEGLIGENCE, PRODUCT LIABILITY AND STRICT LIABILITY IN TORT), WILL JOHNSON CONTROLS AND ITS AFFILIATES AND THEIR RESPECTIVE PERSONNEL, SUPPLIERS AND VENDORS BE LIABLE TO CUSTOMER (DIRECTLY OR INDIRECTLY) UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY ARISING FROM, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR ANY: (A) SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES (WITH LIQUIDATED DAMAGES NOT BEING WAIVED BY THIS PARAGRAPH); (B) LOST PROFITS, REVENUES, DATA, CUSTOMER OPPORTUNITIES, BUSINESS, ANTICIPATED SAVINGS, OR GOODWILL; (C) BUSINESS INTERRUPTION; OR (D) DATA LOSS OR OTHER LOSSES ARISING FROM VIRUSES, RANSOMWARE, CYBERATTACKS OR FAILURES OR INTERRUPTIONS TO NETWORK SYSTEMS.**
- 3. **Insurance.** Johnson Controls shall maintain insurance to cover its proportionate share of liability in amounts set forth below in full force and effect at all times until the (a) obligations under the Agreement have been completed or (b) the Agreement is cancelled or terminated, and shall provide a certificate evidencing such coverage promptly following a Customer’s request.

| <u>COVERAGES</u>                             | <u>LIMITS OF LIABILITY</u>                          |
|--|---|
| Workmen's Compensation Insurance             | Statutory   |
| Commercial General Liability Insurance       | \$1,000,000 Per Occurrence<br>\$2,000,000 Aggregate |
| Comprehensive Automobile Liability Insurance | \$1,000,000 Combined Single Limit                   |

The above limits may be obtained through primary and excess policies and may be subject to self-insured retentions.

Any insurance protection afforded to the Customer under this policy will be limited to the terms of the certificate of insurance and/or endorsement and will not expand upon, alter, supplant, or supersede Johnson Controls’ contractual obligations hereunder including any indemnification obligations. The amount payable under the policy will be the lesser of the amount required by the contract and the limits provided by the policy.

Customer shall maintain all insurance coverage that 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.

- 4. **Payment.** All undisputed amounts 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 disputed amounts are due and payable upon resolution. All other amounts remain due within thirty (30) days. Work performed on a time and material basis shall be at Johnson Controls’ then-prevailing rate for material, labor, and related items, in effect at the time supplied under this Agreement. Johnson Controls shall invoice Customer for progress payments to 100% percent based upon equipment delivered or stored, and services performed. In the event project duration exceeds one month, Johnson Controls reserves the right to submit partial invoices for progress payments for work completed at the project site. Customer agrees to pay any progress invoices in accordance with the payment terms set forth herein. Customer’s

failure to make payment when due is a material breach of this Agreement and will give Johnson Controls, without prejudice to any other right or remedy, the right to (a) stop performing any Services and/or withhold further deliveries of Equipment and other materials; terminate or suspend any unpaid software licenses; and/or terminate this Agreement; and (b) charge Customer interest on the amounts unpaid at a rate equal to the lesser of 1.5% per month or the maximum rate permitted under applicable law, until payment is made in full. Customer agrees to pay all of Johnson Controls reasonable collection costs, including legal fees and expenses. Customer agrees to pay a deposit equal to 30% of the project sell price (pre-tax) prior to Johnson Controls providing any labor or materials on the project.

5. **Force Majeure.** Johnson Controls shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to perform under this Agreement, caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is an event beyond the reasonable control of Johnson Controls, foreseeable or unforeseeable, including, without limitation, acts of God, severe weather, declared or undeclared natural disasters, acts or omissions of any governmental authority including change in applicable law, epidemics, pandemics, disease, viruses, quarantines or other public health risks and/or responses, strikes, lock-outs, labor shortages or disputes, an increase of 5% or more in tariffs, fires, explosions or other casualties, thefts, vandalism, civil disturbances, riots, war, terrorism, power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation. If Johnson Controls' performance is delayed, impacted, or prevented by a Force Majeure Event or, its continued effects, Johnson Controls shall be excused from performance under the Agreement. If Johnson Controls is delayed in achieving any scheduled milestones due to a Force Majeure Event, Johnson Controls will be entitled to extend such milestones by the amount of time Johnson Controls was delayed as a result of such event.

Sacramento City Unified School District

Johnson Controls, Inc.

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

Signature: *Rahvie Pagely*

By: Rose Ramos

By: Rahvie Pagely

Title: CBO

Title: California HVAC Area Installation Manager

September 13, 2022

**Attention:** Mike Taxara at SCUSD

**Subject:** SCUSD – Metasys Upgrades JFK

Johnson Controls is pleased to provide the following proposal:

**This scope of work is based on the following bidding documents:**

- Plans: None
- Spec: None
- Job walks with SCUSD and KMM
- Metasys Print Outs provided by Alex at SCUSD
- No formal criteria docs were given, the scope below is JCI's understanding of the verbal discussions and is the limit of what JCI will perform.
- Counts are as confirmed during the job walks, changes in counts as discovered during work/engineering will be considered change orders

The majority of this high school is roof mounted equipment and therefore work can follow the same MOP as outlined below with work happening during the school year.

**Method of Procedure:**

The goal of this scope of work is to remove and replace the dysfunctional KMC and Allerton control systems at the sites shown below in a like for like manner. We aim to do this a little impact to school function as possible. This will require a combination of normal hours and off hours work. JCI will build the Metasys system in parallel with the existing systems performing as much of the wiring, programming, commissioning as possible prior to "cut over" where we will start to take actual control of the mechanical systems piece by piece.

Preliminary Engineering – Per site, JCI will generate a set of controls submittal documents that outline the points, material, terminations diagrams and sequence of operation (including economizer control) for each piece of equipment. JCI will identify mounting locations for the field controllers and the location of the JCI engine and the proposed trunk routing (which may mean having the SNE in the middle of trunk vs the end of line). JCI will include a preliminary schedule for each site. JCI will include a graphics and MUI submittal. This will require site walks by JCI and our subs. Prior to beginning any work or ordering any material – JCI will review these documents with SCUSD, and upon SCUSD approval these submittals will become the formal scope of work document to be referred to.

The first step will be building the Metasys BACnet network on each campus. During normal hours (where allowable) JCI will install a new Network Engine for each site – connect it to power and SCUSD Network. We will then run conduit/rigid on the exterior of the buildings to each piece of roof mounted or grade mounted rooftop equipment. JCI will re-use existing pathways as allowable.

The second step will be preparing each piece of mechanical equipment for cut over. JCI will install during normal hours (as allowable) a new enclosure with a JCI controller in it. JCI will power this controller using the existing 24V power source assumed available on the RTU equipment. JCI will install the various SCUSD required monitoring sensors on the unit, connect them to the JCI controller. JCI will prep the controller to land at the manufacture terminal strip for control of heating, cooling and fan – but not perform the actual termination work until cut over.

The third step will be a pre-functional test of the network. Having the engine installed, controllers powered up and connected to the engine – JCI will download controllers and perform check out of the monitoring sensors that we can. JCI will check bus integrity and proper controls communication with the head end. JCI will also perform the

head end work – generating the user views, graphics and MUI configurations for the sites. At this point the system will be “online” but a lot of the points will be “offline” as they will exist in the software – but will not exist in reality as we have not performed cut over yet. The goal of this step is to have everything ready such that when the terminal point does get connected during that cut over – it will “know where to go” in the software and the ??? question marks will turn to actual data with values as measured by sensors in the space.

The 4<sup>th</sup> step will be the cut over step. This work will be performed off hours and is the moment JCI will disconnect existing control and bring full control to Metasys. JCI will perform work in the class room and administrative spaces, installing zone temperature sensors, zone CO2 sensors, terminating at the thermostat interface on the RTU and taking over control of the economizer (where applicable). Once everything is now connected, and terminations verified – JCI will perform another functional test of the unit commanding heating, cooling, fan and visually confirming the RTU receives and responds to these commands. JCI will confirm the user interface, graphics and MUI get populated with the now connected data. JCI will also confirm the SCUSD specialty sequences (Auto Demand Response, Smoke Mode, Virus Mode) on a global basis – commanding the site into the various mode, but only visually inspecting a handful of units. This step will take multiple evenings and weekends with JCI performing as many of the cutovers as we can in a workday. JCI will cut over units and ensure they are functional by 7am the following day or by 7am Monday for work performed over the weekend.

In the event that a unit fails its functional test, JCI will reconnect the existing controls infrastructure as it was, diagnose and retry at a later time.

Step 5 will be demolition of the existing system. Once the entire campus is complete. JCI will perform demolition of the existing controls system. JCI will remove all wire associated with the existing system, demo all controllers, sensors, enclosures, power supplies and crate them for delivery to the owner. Work exterior to the building will be normal hours and work interior to the building will be off hours. The only thing that will remain of the old system is the pathway that connected it.

Customer Checkout – The final step will be walking the site with SCUSD and performing a customer checkout of the system. It will also include sitting with the district at the head end and reviewing the user interface, graphics and MUI configuration. The customer at this point will have an opportunity to challenge, test, explore, as questions on the installation generating a punch list. JCI will remediate any of these punch list items and after completion of the, the warranty period will begin.

Post Engineering – JCI will provide a set of as builts with final trunk mapping to the customer to serve as record documents for SCUSD. This as builts will include a copy of the completed punch list.

Warranty – JCI warrants our work for a period of 1 year labor and 3 years material. Material warranty begins at time of manufacture (date code as published on the JCI controller).

*This information is confidential between JCI and SCUSD and not to be shared outside of these negotiations. They represent the intellectual property of JCI engineering the approach to the task at hand.*

#### **Method of Procedure – Summer work (If applicable)**

JCI intends to complete some of the sites during the summer. We would like to reserve this for the more complex sites such as high schools with larger footprints and more complex HVAC systems. Seeing there will be no students during the summer – the goal to have units back online by 7am is no longer a requirement. As such – JCI will follow a traditional construction process starting with complete demo of the existing system, installation of the new system leveraging existing pathway as deemed appropriate (JCI will still pull brand new cable) and ending with



programming, functional testing and commissioning of the system. All pre/post engineering activities will remain the same. All customer checkout/warranty will remain the same. The actual sites to be performed over the summer will be determined per the KMM schedule as verified by JCI.

**Qty Description**

---

- 1 Site Engineering to generate
  - Controls submittals with drawings, points lists, SOO's, controller locations, proposed trunk mapping
  - Identify any asbestos concerns
  - Confirm quantity of economizers JCI will take over
  - Confirm if pathway exists to portables
  - Generate as-built submittals for SCUSD record
- 1 Coordination meeting with customer for review of JCI submittals to confirm scope of work
- 1 Site walk with customer after completion to generate punch list
  
- 1 SCUSD custom sequences
  - Virus Mode
  - Smoke Mode
  - Auto DR
  - Optimized start/stop
  - FDD on all economizers taken over by JCI
  - SCUSD Custom PID Loop
  
- 1 Outside air temperature sensor for site
  
- 2 New Network Automation Engine Installed next to (e) NAE's – NAE 34 and 36. SNE 2200's
  - Requires IP address provided by SCUSD
  - Engine will be installed in middle of trunk for ease of installation

A and M Wing

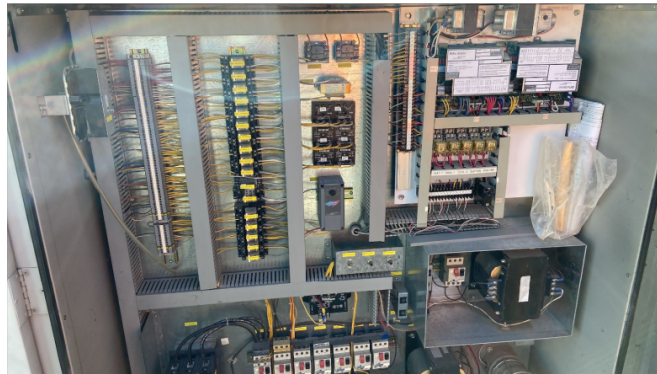
- 1 Software upgrade to (e) NAE-92 – NAE 5510-3
  - This is an existing BACnet engine that does not need to be replaced
  - JCI will include software upgrade cost to upgrade engine to match software rev of new engines provided in this scope
  - This serves the A wing and M wing that are already BACnet with a project performed in 2020
  
- 12 Reprogram Package Rooftop Units to SCUSD SOO
  - CO2 sensors are installed and connected to unit economizer board. Will get CO2 via BACnet
  - Excludes any material

C Wing

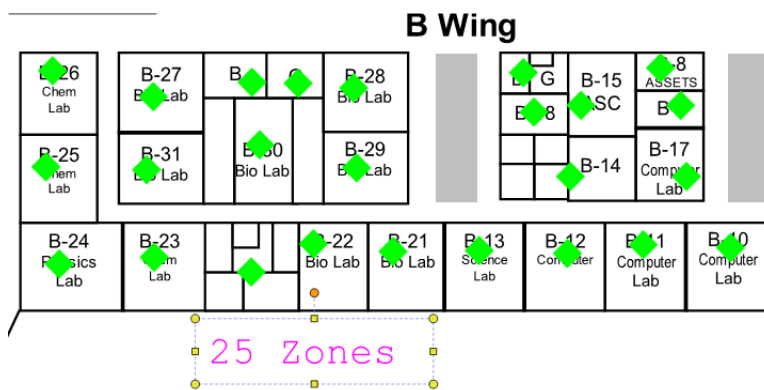
EXCLUDES – Work on the C wing. This is a bidding project with Capital Engineering Bidding 2022 for construction in 2023

B Wing

- 9 Control of Multi Zone AHU's
  - New Controller in Existing Enclosure
  - Re-use (e) belimo zone damper actuators (appear to be in good condition)
  - Re-use existing temperature sensors
  - Fan amperage, Compressor amperage
  - Provide new economizer damper actuators – EA, OA and RA
  - Take control of system economizer
  - Command heating, cooling, fan to unit control board
- 25 Zone Temperature Sensors – SA Bus
- 25 Zone CO2 Sensors – SA Bus
- 25 Discharge Air Temperature sensors installed back at MultiZone



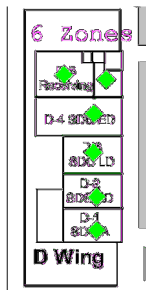
Sample B Wing Actuator that will remain in place  
 Sample Mutizone Control Panel



Zone Count estimate of B Wing

D Wing

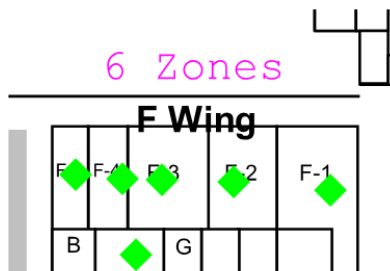
- 2 Control of Multi Zone AHU's
  - New Controller in Existing Enclosure
  - Re-use (e) belimo zone damper actuators (appear to be in good condition)
  - Re-use existing temperature sensors
  - Fan amperage, compressor amperage
  - Provide new economizer damper actuators – EA, OA and RA
  - Take control of system economizer
  - Command heating, cooling, fan to unit control board
  
- 6 Zone Temperature Sensors – SA Bus
- 6 Zone CO2 Sensors – SA Bus
- 6 Discharge Air Temperature sensors installed back at MultiZone



Zone Counts of D Wing

F Wing

- 2 Control of Multi Zone AHU's
  - New Controller in Existing Enclosure
  - Re-use (e) belimo zone damper actuators (appear to be in good condition)
  - Re-use existing temperature sensors
  - Fan amperage, compressor amperage
  - Provide new economizer damper actuators – EA, OA and RA
  - Take control of system economizer
  - Command heating, cooling, fan to unit control board
  
- 6 Zone Temperature Sensors – SA Bus
- 6 Zone CO2 Sensors – SA Bus
- 6 Discharge Air Temperature sensors installed back at MultiZone

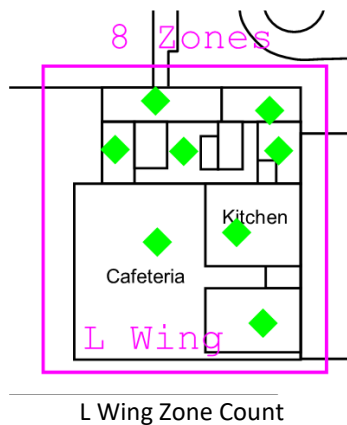


F Wing Zone Counts



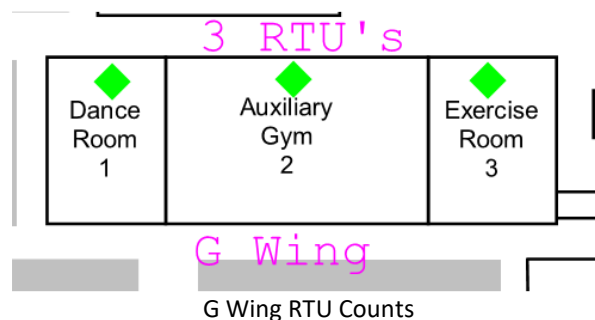
L Wing

- 3 Control of Multi Zone AHU's
  - New Controller in Existing Enclosure
  - Re-use (e) belimo zone damper actuators (appear to be in good condition)
  - Re-use existing temperature sensors
  - Fan amperage
  - Provide new economizer damper actuators – EA, OA and RA
  - Take control of system economizer
  - Command heating, cooling, fan to unit control board
  
- 8 Zone Temperature Sensors – SA Bus
- 8 Zone CO2 Sensors – SA Bus
- 8 Discharge Air Temperature sensors installed back at MultiZone



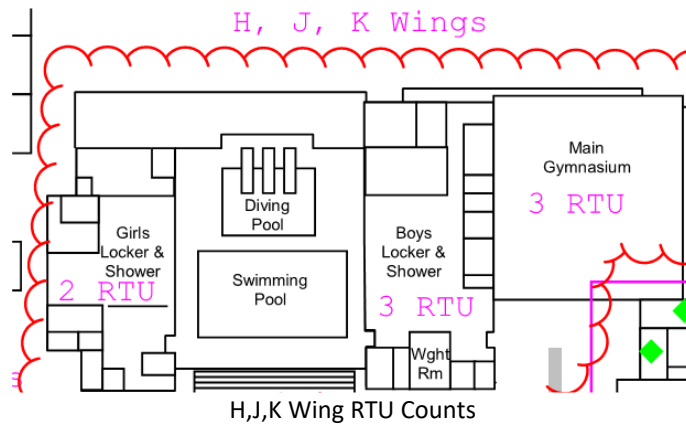
G Wing

- 3 Control of package rooftop equipment
  - New NEMA 3R Enclosure with CGM mounted inside
  - Interlock to unit terminal strip to command heat, cool, fan
  - Discharge air temperature
  - Return air temperature
  - Compressor Amperage sensor
  - Fan amperage sensor
  - New damper actuator for (e) Outside Air damper with damper feedback
  - Zone Temperature Sensor – SA Bus
  - Zone CO2 sensor – SA Bus



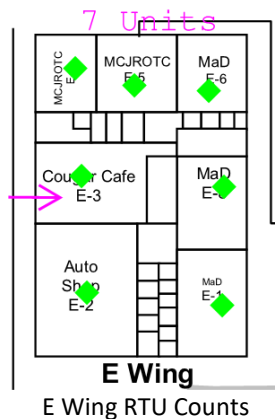
H, J, K Wing

- 8 Control of package rooftop equipment
- New NEMA 3R Enclosure with CGM mounted inside
  - Interlock to unit terminal strip to command heat, cool, fan
  - Discharge air temperature
  - Return air temperature
  - Compressor Amperage sensor
  - Fan amperage sensor
  - New damper actuator for (e) Outside Air damper with damper feedback
  - Zone Temperature Sensor – SA Bus
  - Zone CO2 sensor – SA Bus



E Wing

- 7 Control of package rooftop equipment
- New NEMA 3R Enclosure with CGM mounted inside
  - Interlock to unit terminal strip to command heat, cool, fan
  - Discharge air temperature
  - Return air temperature
  - Compressor Amperage sensor
  - Fan amperage sensor
  - New damper actuator for (e) Outside Air damper with damper feedback
  - Zone Temperature Sensor – SA Bus
  - Zone CO2 sensor – SA Bus



- 1 Split System AHU service Culinary Kitchen – UNT-201
- New NEMA 3R Enclosure with CGM mounted inside
  - Interlock to unit terminal strip to command heat, cool, fan
  - Discharge air temperature
  - Return air temperature
  - Compressor Amperage sensor
  - Fan amperage sensor
  - New damper actuator for (e) Outside Air damper with damper feedback
  - Zone Temperature Sensor – SA Bus
  - Zone CO2 sensor – SA Bus



Assumed Split System for Culinary Space – UNT 201

- 4 VAV boxes service Culinary Kitchen
  - New CVM controller with DPT and Actuator
  - Discharge Air Temperature
  - Excludes HW control valve – Gas Heat at unit
- 4 Zone Temperature Sensors – SA Bus
- 4 Zone CO2 Sensors – SA Bus
- 1 Bypass damper control
  
- 3 Control of Culinary Kitchen Exhaust Fan
  - Command, status
  - Interlock to hood switch for local command on/off
  
- 1 Replacement Controller for NC16/200 – UNT-200
  - Unsure exactly what this is, budgeting another sort of package unit for estimating purposes

N Wing – Performing Arts Center

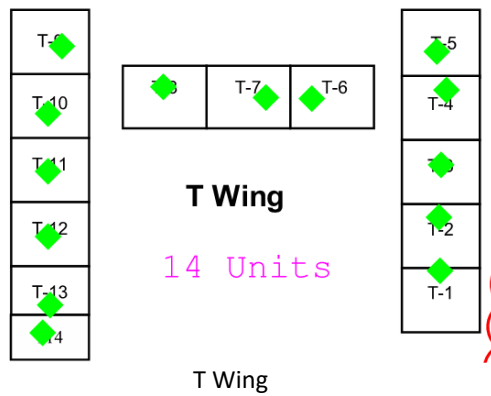
- 2 Control of package rooftop equipment
  - New NEMA 3R Enclosure with CGM mounted inside
  - Interlock to unit terminal strip to command heat, cool, fan
  - Discharge air temperature
  - Return air temperature
  - Compressor Amperage sensor
  - Fan amperage sensor
  - New damper actuator for (e) Outside Air damper with damper feedback
  - Zone Temperature Sensor – SA Bus
  - Zone CO2 sensor – SA Bus



N Wing with its 2 RTU's

T Wing

- 1 Loytec BACnet MS/TP router to IP Router
  - Needs IP address by owner
  - Needs 120V
  - Plan on connecting to IDF box in one of these portables
  
- 14 Control of Bard equipment
  - New NEMA 3R Enclosure with CGM mounted inside
  - Interlock to unit terminal strip to command heat, cool, fan
  - Discharge air temperature
  - Return air temperature
  - Compressor Amperage sensor
  - Fan amperage sensor
  - New damper actuator for (e) Outside Air damper with damper feedback
  - Zone Temperature Sensor – SA Bus
  - Zone CO2 sensor – SA Bus



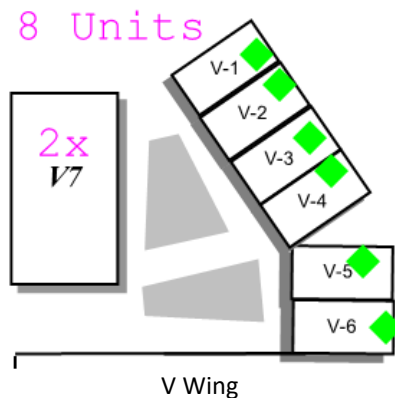
Expected pathway between T wing portable gap to get all of T wing on single loytec

V Wing

- 1 Loytec BACnet MS/TP router to IP Router
  - Needs IP address by owner
  - Needs 120V
  - Plan on connecting to IDF box in one of these portables

2x units in V7 we can get from the main building L wing. V-1 through 6 will be a Loytech Zone

- 8 Control of Bard equipment
  - New NEMA 3R Enclosure with CGM mounted inside
  - Interlock to unit terminal strip to command heat, cool, fan
  - Discharge air temperature
  - Return air temperature
  - Compressor Amperage sensor
  - Fan amperage sensor
  - New damper actuator for (e) Outside Air damper with damper feedback
  - Zone Temperature Sensor – SA Bus
  - Zone CO2 sensor – SA Bus



Expected pathway between L wing to V-7

## Clarifications/Exclusions/Terms and Conditions

### Clarifications:

1. All work outside of the classroom will be done normal hours
  - a. Inclusive of work on roof, work in telecom/electrical rooms, work in exterior hallways.
2. All work inside the classroom will be done off hours
3. During the scope of work – SCUSD will be required to interface to 2 systems to control a site as we incrementally cut over equipment to Metasys
4. Rigid on roof – EMT conduit elsewhere – plenum rated where concealed
5. New pathway in the classroom will be surface mount wire mold – Plastic 2300 mechanically fastened. New back boxes for sensors will be plastic surface mount.
6. JCI will provide NEW WIRE for all devices. JCI will not leverage existing wire, only existing pathway.
7. JCI will Stop Work when we encounter any Asbestos on the site. Asbestos remediation is by others. JCI will not resume work until asbestos has been abated. This is per JCI safety policy.
8. JCI will take over economizer control with a new JCI actuator as feasible. During site engineering, if discovered that spaces are too cramped for a new actuator – JCI will make it known to the district and provide a credit to remove that from the SOW or ADD to perform the mechanical work required to take control of the OA damper.
9. Temperature Sensors to be NSB8BTN141-0 – white, warm cool adjust, no display, no occupancy, no JCI logo
10. Separate CO2 sensors to be NSB8BNC041-0 – white, CO2 only, no display, no JCI logo
11. JCI will provide 120V power insofar as to power network engine only
12. JCI will provide network cable insofar as to connect network engine to the telecom room only
13. Upon further review – a TEC option for the project is more expensive and not recommended. The TEC option requires more after hours work and significantly decreases the amount of pre-commissioning JCI can perform as TEC will not be able to come online prior to step 4. While there is a material savings, the net increase in afterhours labor for TEC installation and commissioning negates and overcomes any material savings. Furthermore, the TEC does not future proof the district for any custom programming they may need in the future and have required in the past.
14. Priced per Sourcewell (Formerly NJPA) Contract #031517-JHN
15. Per communication from Mike – all equipment enclosures are NEMA 3R with lockable key, whether indoor or outdoor. This however does NOT apply to the SNE panel or network equipment panels (Loytech) – these will be the JCI standard panels which are NEMA 1. JCI expects most controllers will be installed outdoors on equipment.
16. The counts noted on this proposal is the finite number of units JCI will take control over. If fewer or additional units are discovered during engineering walks – the district that their discretion can add/remove units to the scope via change order.

### Exclusions:

1. Any and all 120V wiring outside of powering the engine
2. Any and all door status or window status monitoring
3. Any and all occupancy sensors – programming occupied standby mode
4. Installing CO2 sensors 5ft from operable doors/windows.
5. Updating any of the controls system to meet current code – JCI's understanding is this is a maintenance project removing and replacing aging/dysfunctional systems with a new Metasys system – Like for Like
6. Professional engineering services to confirm sites comply with current code. JCI does not have stamped PE's on staff and cannot offer this service
7. JCI excludes upgrading/changing/enhancing any existing pathway we may use in our work.



Johnson Controls Inc.  
Building Efficiency, Branch 110  
103 Woodmere Rd Suite #110, Folsom CA 95630  
Tel 916 294-8800 Fax 916 294-8889

DIR: 1000000593  
CL#: 22445



- 8. Work with 3<sup>rd</sup> party commissioning agents
- 9. Customer training. SCUSD is an experienced user and we don't not feel any training is required.
- 10. Mechanical upgrades – JCI excludes doing any mechanical work. All mechanical equipment is assumed to be functioning. This includes repairing dampers, replacing economizers, changing unit controllers, swapping out compressors etc.
- 11. Taking control of kitchen hoods
- 12. CO2 display in the space
- 13. Temperature display in the space
- 14. Relocating CO2 sensors, they will be placed either right next to or right below the (e) temperature sensors.
- 15. Providing new network or power infrastructure (switches, breakers etc).
- 16. Indicator light to alert if CO2 in the space is over a certain value
- 17. All work in Stadium
- 18. Any field work on NAE 92

**PURCHASE PRICE: .....\$1,335,524.72**

Thank You! As always call with any comments, questions or concerns.

*Quote valid for 30 days*

Zac Dillow

HVAC Systems Sales Engineer – Johnson Controls  
925-719-7785 (mobile)  
Zachary.j.dillow@jci.com

|  |       |
|--|-------|
| <b>CUSTOMER APPROVAL:</b>  |       |
| Total Price:   | _____ |
| Customer Name:   | _____ |
| Company:   | _____ |
| Signature (*)  | _____ |
| Date:  | _____ |
| <small>* By signing this proposal, you agree to purchase the bill of material as described in this proposal document, pursuant to the attached standard terms and conditions and for the Total Price documented on the above line.</small> |       |

Johnson Controls Inc.  
Building Efficiency, Branch 110  
103 Woodmere Rd Suite #110, Folsom CA 95630  
Tel 916 294-8800 Fax 916 294-8889

DIR: 100000593  
CL#: 22445



## Standard Terms and Conditions

**(1) AGREEMENT AND LIMITATIONS.** This document (the "Agreement") sets forth the terms and conditions of any sale by Seller of the specified product, equipment or services indicated on the reverse side hereof or attachment and is expressly made conditional on the assent of Buyer (hereinafter "Buyer") to these Standard Terms and Conditions. Buyer's acceptance of any part of the product, equipment or services sold or Buyer's instructions to Seller to begin work or to ship any product or equipment after receipt of these Standards Terms and Conditions shall constitute such assent, and a waiver of all terms and conditions in its purchase order or similar document which are different from or additional to those set forth herein. Seller's failure to object to provisions contained in any communication from Buyer shall not be deemed a waiver of these Standard Terms and Conditions. References to "products" or "equipment" herein shall mean the product and equipment to be furnished by Seller as identified on the applicable Seller Quotation. These Standard Terms and Conditions may be modified or rescinded only by a writing signed by authorized representatives of both Seller and Buyer.

**(2) TERMINATION OR MODIFICATION.** Accepted orders may be cancelled or modified by Buyer only with Seller's express written consent. If cancellation or modification is allowed, Buyer agrees to pay to Seller all expenses incurred and damage sustained by Seller on account of such cancellation or modification, plus a reasonable profit.

**(3) PRICE, SHIPMENT, AND PAYMENT.** Prices on accepted orders are firm for a period of 90 days from date of acceptance. Prices for products may be adjusted by Seller, upon notice to Buyer at any time prior to shipment, to reflect any increase in Seller's cost of raw materials (e.g., steel, aluminum) incurred by Seller after issuance of Seller's applicable proposal or quotation. Price and delivery is F.O.B. point of manufacture, unless otherwise provided. Unless otherwise agreed to in writing by Seller, all payments are due net thirty (30) days from the date of invoice. Seller may, at its sole option, have the right to make any delivery under this Agreement payable on a cash or payment guarantee before-shipment basis. In the case of export sales, unless otherwise agreed to in writing by Seller, all payments are to be by means of a confirmed irrevocable letter of credit. Invoicing disputes must be identified in writing within 21 days of the date of invoice. Payments of any disputed amounts are due and payable upon resolution. All other amounts remain due within 30 days. In the event of Buyer's default, the balance of any outstanding amounts will be immediately due and payable. Failure to make payments when due will give Seller, without prejudice to any other right or remedy, the right to: (i) stop performing any services, withhold deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or terminate this Agreement; and (ii) charge Buyer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. Shipments to Buyer with outstanding invoices unpaid after thirty (30) days will be suspended until all overdue invoices are paid or be made on a cash-in-advance basis only, in Seller's sole discretion.

**(4) DEPOSIT.** Buyer agrees to pay a deposit equal to 50% of the sell price (pre-tax) prior to Seller performing work. Seller will generate an invoice for the 50% deposit within three business days after Seller's receipt of a written agreement or order from Buyer. Seller will not commence work until receipt of the deposit.

**(5) TAXES.** All prices exclude federal, harmonized, state/provincial and local use, sales or similar applicable taxes. Such taxes, if applicable, will appear as separate items on the invoice unless Buyer provides a tax exemption certificate that is acceptable to taxing authorities.

**(6) DELIVERY.** The delivery date(s) provided by Seller for the product and equipment is only an estimate and is based upon prompt receipt of all necessary information from Buyer. The delivery date(s) is subject to and shall be extended by delays caused by strikes, fires, accidents, shortages of labor or materials, embargoes, or delays in transportation, compliance with government agency or official requests, or any other similar or dissimilar cause beyond the reasonable control of Seller. FAILURE TO DELIVER WITHIN THE TIME ESTIMATED SHALL NOT BE A MATERIAL BREACH OF CONTRACT ON SELLER'S PART. If Buyer causes Seller to delay shipment or completion of the product or equipment, Seller shall be entitled to any and all extra cost and expenses resulting from such delay.

**(7) LIMITED WARRANTY.** Seller warrants that the product and equipment furnished by Seller under this Agreement will be of good quality and that the services provided by Seller will be provided in a good and workmanlike manner for a period of twelve (12) months from initial product startup, or eighteen (18) months from product shipment, whichever occurs first (the "Warranty Period") unless such Warranty Period is modified by Seller's proposal. Alongside this limited warranty, for all new York™ air or water-cooled chillers and/or Metasys™ building automation systems installed in the US and Canada and sold through Seller owned and operated branches, Seller also provides a Year One Service Agreement for such equipment, the scope, limitations, terms and conditions of which are at <https://www.johnsoncontrols.com/yearoneservice> (collectively, "Year One Service"). Seller will not provide a credit against purchase price if offered Year One Service is declined. No warranty is provided for third-party products and equipment installed or furnished by Seller. Such products and equipment are provided with the third-party manufacturer's warranty to the extent available, and Seller will transfer the benefits together with all limitations of that manufacturer's warranty to Buyer. This warranty does not cover failures caused in whole or in part by (i) improper installation or maintenance performed by anyone other than Seller; (ii) improper use or application; (iii) corrosion; (iv) normal deterioration; (v) operation beyond rated capacity; (vi) the use of replacement parts or lubricants which do not meet or exceed Seller's specifications, or (vii) if Seller's serial numbers or warranty date decals have been removed or altered. To qualify for warranty consideration for products or equipment, at the earlier of the Buyer's discovery of the defect or the time at which the Buyer should have discovered the defect; Buyer must immediately notify Seller in writing for instructions on warranty procedures. Seller's sole obligation for defective services shall be to repair or to replace defective parts or to properly redo defective services. All replaced equipment becomes Seller's property. **THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHICH ARE HEREBY DISCLAIMED. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** Seller makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity or will detect the presence of, or eliminate, treat, or mitigate the spread, transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

**(8) INDEMNIFICATION, REMEDIES AND LIMITATIONS OF LIABILITY.** In addition to Paragraph 8 below regarding patents, Buyer agrees that Seller shall be responsible only for such injury, loss, or damage caused by the intentional misconduct or the negligent act or omission of Seller. In the event Buyer claims Seller has breached any of its obligations under the Agreement, whether of warranty or otherwise, Seller may request the return of the goods and tender to Buyer the purchase price theretofore paid by Buyer, and in such event, Seller shall have no further obligation under the Agreement except to refund such purchase price upon redelivery of the goods. If Seller so requests the return of the goods, the goods shall be redelivered to Seller in accordance with Seller's instructions and at Seller's expense. The remedies contained in these Standard Terms and Conditions shall constitute the sole recourse of Buyer against Seller for breach of any of Seller's obligations under the Agreement, whether of warranty or otherwise. **To the maximum extent permitted by law, in no event shall Seller and its affiliates and their respective personnel, suppliers and vendors ("JCI Parties") be liable to Buyer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any: (a) special, indirect, incidental, punitive, or consequential damages; (b) lost profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. In any case, the entire aggregate liability of the JCI Parties under this Agreement for all damages, losses and causes of action, whether in contract, tort (including negligence), or otherwise shall be limited to the purchase price paid by Buyer hereunder.**

**(9) PATENTS.** Seller shall defend, or at its option settle, any action against Buyer brought by a third party to the extent that the action is based upon a claim that the products or equipment provided under the Agreement in the United States infringes any U.S. patents or copyrights 9or in Canada infringes on any Canadian patents or copyrights), or misappropriates any trade secrets of a third party ("Claim"), provided that: (i) Buyer gives Seller prompt written notice of any such Claim, (ii) Buyer gives Seller full authority to defend or settle any such Claim, and (iii) Buyer gives Seller proper and full information and assistance, at Seller's expense (except for Buyer's employees' time) to defend or settle any such Claim. Seller will pay those costs and damages finally awarded against Buyer in the action that are specifically attributable to the claim or those costs and damages agreed to in a monetary settlement of the action. **THE FOREGOING IS IN LIEU OF ANY WARRANTIES OF NONINFRINGEMENT, WHICH ARE HEREBY DISCLAIMED.** The foregoing obligation of Seller does not apply with respect to products or equipment or portions or components thereof (a) not supplied by Seller, (b) made in whole or in part in accordance to Buyer or owner specifications, (c) which are modified after shipment by Seller, if the alleged infringement related to such modification, (d) combined with other products, processes or materials where the alleged infringement relates to such combination, (e) where Buyer continues allegedly infringing activity after being notified thereof and/or after being informed of modifications that would have avoided the alleged infringement without significant loss of performance or functionality, or (f) where Buyer's use of the product or equipment is incidental to an infringement not resulting primarily from the product or equipment; Buyer will indemnify Seller and its officers, directors, agents, and employees from all damages, settlements, attorneys' fees and expenses related to a claim of infringement, misappropriation, defamation, violation of rights of publicity or privacy excluded from Seller's indemnity obligation herein.

**(10) GOVERNING LAW.** For any goods or work performed in the U.S., the formation and performance of the Agreement shall be governed by the laws of the State of Wisconsin, U.S.A. For any goods or work performed in Canada, the Agreement shall be governed by the laws of Ontario. Other than claims for unpaid contract amounts by Seller, any action for breach of the Agreement or any covenant or warranty must be commenced within one year after the cause of action has accrued unless such provision is not permitted by applicable law.

**(11) DISPUTE RESOLUTION.** Seller shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. The venue for any such arbitration shall be in Milwaukee, Wisconsin for U.S. sales, and Toronto, Ontario for Canadian sales. The arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. In the event the matter is submitted to a court, Seller and Buyer hereby agree to waive their right to trial by jury and covenant that neither of them will request trial by jury in any such litigation. Buyer will pay all of Seller's reasonable collection costs (including legal fees and expenses).

Johnson Controls Inc.  
Building Efficiency, Branch 110  
103 Woodmere Rd Suite #110, Folsom CA 95630  
Tel 916 294-8800 Fax 916 294-8889

DIR: 100000593  
CL#: 22445



**(12) SOFTWARE AND DIGITAL SERVICES.** Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Seller's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Seller and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

**(13) PRIVACY. Seller as Processor:** Where Seller factually acts as Processor of Personal Data on behalf of Buyer (as such terms are defined in the DPA) the terms at [www.johnsoncontrols.com/dpa](http://www.johnsoncontrols.com/dpa) ("DPA") shall apply. **Seller as Controller:** Seller will collect, process and transfer certain personal data of Buyer and its personnel related to the business relationship between it and Buyer (for example names, email addresses, telephone numbers) as controller and in accordance with Seller's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Buyer acknowledges Seller's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Buyer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Seller is mandatorily required from Buyer's personnel under applicable law, Buyer warrants and represents that it has obtained such consent.

**(14) CONNECTED EQUIPMENT SERVICES.** Certain equipment sold hereunder includes by default Seller's Connected Equipment Services. Connected Equipment Services is a data-analytics and monitoring Software platform that uses a cellular or network connection to gather equipment performance data to assist Seller in advising Buyer on (and Buyer in better understanding) such equipment's health, performance or potential malfunction. **If Buyer's equipment includes Connected Equipment Services, such services will be on by default and the remote connection will continue to connect to Buyer's Equipment through the full equipment lifecycle, unless Buyer specifically requests in writing that Seller disable the remote connection or Seller discontinues or removes such remote connection.** For more information on whether your particular equipment includes Connected Equipment Services, a subscription to such services and the cost, if any, of such subscription, please see your applicable order, quote, proposal, or purchase documentation or talk to your Seller sales representative. If Buyer's equipment includes Connected Equipment Services, Seller will provide a cellular modem or other gateway device ("Gateway Device") owned by Seller or Buyer will supply a network connection suitable to establish a remote connection with Buyer's applicable equipment to permit Seller to use Connected Equipment Services to perform first-year and extended warranty services as well as other services, including troubleshooting, quarterly health reports, remote diagnostic and monitoring and aftermarket services. For certain subscriptions, Buyer will be able to access equipment information from a mobile or smart device using Connected Equipment Service's mobile or web app. Any Gateway Devices provided hereunder shall remain Seller's property, and Seller may upon reasonable notice access and remove such Gateway Device and discontinue services in accordance with the Software Terms. If Buyer does not permit Seller to connect via a connection validated by Seller for the equipment or the connection is disconnected by Buyer, and a service representative must therefore be dispatched to the Buyer site, then the Buyer will pay Seller at Seller's then-current standard applicable contract regular time and/or overtime rate for services performed by the service representative. Seller disclaims any obligation to advise Buyer of any possible equipment error or malfunction. **Buyer acknowledges that, while Connected Equipment Services generally improve equipment performance and services, Connected Equipment Services does not prevent all potential malfunction, insure against all loss or guarantee a certain level of performance and that Seller shall not be responsible for any injury, loss, or damage caused by any act or omission of Seller related to or arising from the monitoring of the equipment under Connected Equipment Services.**

**(15) MISCELLANEOUS**

**(a) CHANGES OF CONSTRUCTION AND DESIGN:** Seller reserves the right to change or revise the construction and design of the products or equipment purchased by Buyer, without liability or obligation to incorporate such changes to products or equipment ordered by Buyer unless specifically agreed upon in writing reasonably in advance of the delivery date for such products or equipment. Buyer agrees to bear the expense of meeting any changes or modifications in the scope of this Agreement or in local code requirements which become effective after Seller has accepted Buyer's order.

**(b) CHARACTER OF PRODUCT AND SECURITY INTEREST:** The goods delivered by Seller under the terms of the Agreement shall remain personal property and retain its character as such no matter in what manner affixed or attached to any structure or property. Buyer grants Seller a security interest in said goods, any replacement parts and any proceeds thereof until all sums due Seller have been paid to it in cash. This security interest shall secure all indebtedness or obligations of whatsoever nature now or hereafter owing Buyer to Seller. Buyer shall pay all expenses of any nature whatsoever incurred by Seller in connection with said security interest. Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall be subject to the mechanics lien legislation applicable to the location where the work will be performed.

**(c) INSURANCE:** Buyer agrees to insure the goods delivered under the Agreement in an amount at least equal to the purchase price against loss or damage from fire, wind, water or other causes. The insurance policies are to be made payable to Seller and Buyer in accordance with their respective interests, and when issued are to be delivered to Seller and held by it. Failure to take out and maintain such insurance shall entitle Seller to declare the entire purchase price to be immediately due and payable and shall also entitle Seller to recover possession of said goods.

**(d) INSTALLATION:** If installation by the Seller is included within the Seller's Quotation, Buyer shall provide all of the following at its own expense and at all times pertinent to the installation: i) free, dry, and reasonable access to Buyer's premises; and ii) proper foundations, lighting, power, water and storage facilities reasonably required. If any change in the scope of this Agreement or schedule for performance is ordered or directed by the Buyer (or any other party to the installation other than Seller) or any Force Majeure Event causes an increase in the cost or time required for Seller's performance of the work, Buyer shall make an upward equitable adjustment in the contract price or time of performance or both. Seller's additional costs, plus reasonable overhead and profit, shall be paid in full no later than 30 days from completion of such work.

**(e) COMPLIANCE WITH LAWS:** Seller's obligations are subject to the export administration and control laws and regulations of the United States and Canada. Buyer shall comply fully with such applicable laws and regulation in the export, resale or disposition of purchased products or equipment. Quotations or proposals made, and any orders accepted by Seller from a Buyer outside the United States or Canada are with the understanding that the ultimate destination of the products or equipment is the country indicated therein. Diversion of the products or equipment to any other destination contrary to the United States or Canada, as applicable, is prohibited. Accordingly, if the foregoing understanding is incorrect, or if Buyer intends to divert the products or equipment to any other destination, Buyer shall immediately inform Seller of the correct ultimate destination.

**(f) BUYER RESPONSIBILITIES:** Buyer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Seller secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Buyer and/or end user against unauthorized access. Buyer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

**(g) FORCE MAJEURE:** Seller shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Seller to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Seller, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Seller. If Seller's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Seller shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Seller is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Seller will be entitled to extend the relevant completion date by the amount of time that Seller was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Seller's cost to perform the services, Buyer is obligated to reimburse Seller for such increased costs, including, without limitation, costs incurred by Seller for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Seller in connection with the Force Majeure Event.

**(h) ONE-YEAR CLAIMS LIMITATION:** No claim or cause of action, whether known or unknown, shall be brought against Seller more than one year after the claim first arose. Except as provided for herein, Seller's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

**Memorandum of Understanding Between Johnson Controls Inc. and Sacramento City Unified School District – February 28, 2022**

This Memorandum of Understanding (“MOU”) is entered into by Sacramento City Unified School District and Johnson Controls, Inc. (collectively, “the Parties”) as of the date of full execution of the MOU (the “Effective Date”).

1. On or around December 10, 2020, Johnson Controls, Inc. (“JCI”) and Sacramento City Unified School District (“SCUSD”) executed an agreement referencing PO Number P21-01319 (the “Agreement”) whereby JCI agreed to sell and SCUSD agreed to purchase 6000 V-Pac Self-Contained Portable Air Purification Units with UV-C Bulbs (“V-Pacs”), including lamp and filter replacement parts, manufactured by UltraViolet Devices, Inc. (“UVDI”), for use in the school district’s classrooms. The total purchase price, including freight and tax, was \$6,148,125.00.
2. SCUSD financed the V-Pac transaction with relief funding received under the American Rescue Plan (“ARP”). The ARP relief funding was designed to facilitate the SCUSD’s efforts to mitigate the spread of COVID in the classrooms, and to implement appropriate indoor air quality improvements that foster healthy learning and working environments for students and staff.
3. Due to the nature of the order, the Agreement provided that “[o]nce the order is placed at the factory, it cannot be cancelled for any reason.”
4. The Agreement required SCUSD to make a 20% down payment, including tax, of \$1,207,125.00. SCUSD made this payment on December 21, 2020. Between March and May 2021, SCUSD made 3 additional payments totaling \$2,417,227.59.
5. The total amount SCUSD has paid JCI under the Agreement to date is \$3,624,352.59. \$2,523,772.41 of the \$6,148,125.00 purchase price currently remains unpaid.
6. Of the 6,000 V-Pacs purchased by SCUSD under the Agreement, 4,993 were shipped and delivered to SCUSD. However, in May 2021, prior to the shipment of the remaining V-Pacs, SCUSD requested and JCI agreed to halt further shipments due to outstanding questions concerning the value and efficacy of the V-Pacs for classroom use.
7. Given the longstanding partnership between JCI and SCUSD, the Parties worked together to overcome the challenges involved with SCUSD’s implementation of portable air purification technology for its classrooms and find a creative solution to avoid any dispute under the Agreement.
8. The crux of the solution permits SCUSD to return the units without contractual penalty and to repurpose the ARP relief funding on similarly qualifying projects and uses, while at the same time compensating JCI for the substantial negative financial impact JCI will incur downstream in returning all of the V-Pacs to UVDI.



9. Therefore, upon signature of this Memorandum of Understanding (“MOU”), the Parties agree as follows:
- A. JCI will furnish to SCUSD a Credit Memo that provides SCUSD with a credit on its account in the amount of \$3,624,352.59 (“V-Pac Credit”). The terms of the credit memo will entitle SCUSD to apply this amount toward accounts payable to JCI with respect to future healthy building and/or pandemic-related improvements to SCUSD buildings provided by JCI. Such improvements may include, but are not limited to:
    - i. HVAC/Rooftop Unit retrofits and replacements, Economizer upgrade and installations, Metasys upgrades and migrations, installations of classroom CO2 sensors and temperature control devices, UL Safe Trace Audits (IAQ, ventilation verification, and infection control for K-12 school), mechanical services to upgrade and/or retrofit ageing equipment, and/or other healthy-building related projects, including design services of such systems.
    - ii. The cost for such improvements, including but not limited to markup on any subcontract labor, will be consistent with any state or national purchasing agreement, or other public agency agreement JCI is a signatory to, such as Sourcewell (formerly NJPA) contracts and subject to review and approval by SCUSD staff (JCI to provide “open book” pricing for staff review).
  - B. The redemption period for the V-Pac Credit (\$3,624,352.59) will be by September 30, 2022. If the V-Pac Credit is not utilized in full within the redemption period, then JCI’s release of SCUSD is void and JCI may enforce the non-cancellation provision of the Agreement and seek restocking and other downstream costs from SCUSD. For purposes of this section, the definition of “utilized in full” during the redemption period shall refer to the issuance of a new purchase order by SCUSD accepted in writing by JCI or other provision of written assurance agreed to in writing by both parties for any future healthy building and/or pandemic-related improvements described above and shall not be interpreted to require the actual completion of the new project(s) by the redemption date.
  - C. SCUSD agrees to reach an agreement with JCI in writing in which SCUSD shall commit to spending the remaining balance under the original Agreement of \$2,523,772.41 (“V-Pac Balance”) with JCI in connection with one or more future healthy building and/or pandemic-related improvements by September 30, 2022. For any such Projects, SCUSD shall be invoiced by JCI as specified under the original Agreement.
  - D. All future purchases by SCUSD from JCI under the MOU shall be subject to JCI Standard Terms and Conditions.

- E. In exchange for these terms, JCI will not enforce the non-cancellation and modification provisions of the Agreement.
- F. **Instead**, JCI will **coordinate** UVDI's pick-up of all V-Pacs in SCUSD's possession and the return of all such units to UVDI, at no cost to SCUSD, no later than 30 days following execution of the MOU unless extended by mutual agreement in writing
- G. Subject to SCUSD's timely redemption of the V-Pac Credit and written commitment to spend the V-Pac Balance as set forth in Sections 9.B and 9.C above, no contractual penalty will be applied in connection with SCUSD's return of the units under the Agreement.
- H. Subject to performance of the terms and conditions stated above, the Parties agree to release all claims and causes of action, whether now known or unknown, which the parties have, or might have or could have asserted, against the other, its officials, employees, insurers, Board Members, attorneys, representatives, agents, vendors, or parties otherwise associated with the Agreement or the V-Pacs. For the avoidance of doubt, the release of liability extended by SCUSD to JCI extends and applies to UVDI.
- I. Each party will be responsible for its own legal fees and costs.
- J. The execution of this MOU shall not operate as an admission of liability by either party with respect to the Agreement or the V-Pacs.
- K. Except as otherwise agreed to by the Parties or required by law, including obligations arising under the California Public Records Act (Government Code section 6250 et seq.) and the Ralph M. Brown Act (Government Code section 54950 et seq.), the Parties and their attorneys agree to keep this MOU confidential.
- L. Each side agrees they will not publicly criticize, disparage, call into disrepute or otherwise defame the other with respect to the Agreement, the V-Pacs, and this MOU. The parties will further agree to a joint statement that indicate we are maintaining our long-standing business relationship and will continue to work on solutions that are beneficial to SCUSD's students, staff and community.

SIGNATURES:

  
 \_\_\_\_\_  
 Johnson Controls Inc.

2/28/22  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Sacramento City Unified School District

2/25/22  
 \_\_\_\_\_  
 Date

| SCUSD / HVAC / Sites 10-23 |      |                     |                        | Funding source    | Funding source  |                 |      |
|----------------------------|------|---------------------|------------------------|-------------------|-----------------|-----------------|------|
| SCUSD ID                   | ID # |                     | Total site cost        | MOU Credit        | ESSER           | PO \$           | PO # |
|                            |      |                     | \$7,753,883.71         | \$3,624,352.59    |                 |                 |      |
| 0004-463                   | 10   | Alice Binery        | \$ 285,368.69          | \$ 285,368.69     | \$ -            | \$ -            |      |
| 0108-463                   | 11   | Ethel Baker         | \$ 353,658.18          | \$ 353,658.18     | \$ -            | \$ -            |      |
| 0110-463                   | 12   | Ethel Phillips      | \$ 344,499.13          | \$ 344,499.13     | \$ -            | \$ -            |      |
| 0354-463                   | 13   | Suttersville        | \$ 306,364.10          | \$ 306,364.10     | \$ -            | \$ -            |      |
| 0390-463                   | 14   | Woodbine            | \$ 307,705.57          | \$ 307,705.57     | \$ -            | \$ -            |      |
| 0183-463                   | 15   | New Joseph Bonnheim | \$ 297,605.68          | \$ 297,605.68     | \$ -            | \$ -            |      |
| 0269-463                   | 16   | Pacific             | \$ 440,072.69          | \$ 440,072.69     | \$ -            | \$ -            |      |
| 0272-463                   | 17   | Parkway             | \$ 338,438.60          | \$ 338,438.60     | \$ -            | \$ -            |      |
| 0229-463                   | 18   | Success Acadamy     | \$ 290,775.09          | \$ 290,775.09     | \$ -            | \$ -            |      |
| 0117-463                   | 19   | Fr. Ketih B Kenn    | \$ 189,734.28          | \$ 189,734.28     | \$ -            | \$ -            |      |
| 0571-463                   | 20   | Cap Cit             | \$ 191,699.76          | \$ 191,699.76     | \$ -            | \$ -            |      |
| 0520-463                   | 21   | Hiram Johnson HS    | \$ 1,319,695.95        | \$ 278,430.81     | \$ 1,041,265.14 | \$ 1,041,265.14 |      |
| 0525-463                   | 22   | JFK HS              | \$ 1,335,524.72        | \$ -              | \$ 1,335,524.72 | \$ 1,335,524.72 |      |
| 0530-463                   | 23   | Luther Burbank      | \$ 1,752,741.27        | \$ -              | \$ 1,752,741.27 | \$ 1,752,741.27 |      |
|                            |      |                     | \$ 7,753,883.71        | \$ 3,624,352.59   | \$ 4,129,531.13 | \$ 4,129,531.13 |      |
|                            |      |                     | <b>Total site cost</b> | <b>MOU Credit</b> | <b>ESSER</b>    | <b>PO \$</b>    |      |



**Solicitation Number: RFP #070121****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Johnson Controls, Inc., 5757 North Green Bay Avenue, Milwaukee, WI 53209 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for HVAC Systems and Related Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

**1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires August 12, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship for a period of one year for Equipment and Products and ninety days for Services. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcwell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcwell receives the most current information.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

**B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Supplier will provide its standard proposal terms and conditions with specific scope for all task orders under this Contract. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

**C. SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

**D. TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

**E. GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## **7. CUSTOMER SERVICE**

**A. PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

#### **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

#### **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the



circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

### **11. INDEMNITY AND HOLD HARMLESS**

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, to the extent resulting from negligence or willful misconduct in the performance of this Contract by the Supplier or its agents or employees for third-party injury or death to person(s) or property or caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Supplier will not be liable for indirect or consequential damages. Vendor's liability to Sourcewell arising out of this Contract, with the exception of Supplier's indemnification obligations under this Section, shall not exceed amounts paid or payable under this Contract. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

### **12. GOVERNMENT DATA PRACTICES**

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

### **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

#### **A. INTELLECTUAL PROPERTY**

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws. Supplier shall have the right, at its option, to: i) make the Equipment or Products non-infringing, ii) replace the infringing Equipment or Products; or (iii) on return of the Equipment or Products by Sourcewell or the Participating Entity, Supplier will refund the amounts actually paid by Sourcewell or the Participating Entity for the infringing Equipment or Products, less depreciation over a three (3) year period. Liability for infringement under this Section excludes: (i) misuse or modification of the product by Sourcewell or the Participating Entity or its employees, agents or downstream customers, (ii) use of the product or work in combination with other materials, goods, products, or services for which the product was not intended to be used (as demonstrated by Supplier's applicable product literature), (iii) failure of Sourcewell or the Participating Entity to implement any update provided by Supplier that would have prevented the claim, (iv) work that Supplier made to Sourcewell's or the Participating Entity's specifications or designs, (v) product that is not manufactured by Supplier, and (iv) claims with respect to third party hardware or software.

5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

6. *Digital & Intellectual Property.* Use, implementation, and deployment of software and hosted software products proprietary to Supplier (“Software”) shall be subject to, and governed by, Supplier’s standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the “Software Terms”). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Supplier and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Supplier shall retain all right, title and interest in any (a) work provided to Sourcewell and any Participating Entities, including without limitation, all software source and object code, documentation, technical information or data, specifications and designs and any changes, improvements or modifications thereto (“Deliverables”), and (b) Know-How (defined below) employed by Supplier in the creation of the Deliverables or performance of the associated work, whether known to Supplier prior to, or developed or discovered or acquired in connection with, the performance of its obligations under this Contract. Ownership of all Deliverables and Know-How shall vest solely in Supplier and no Deliverables shall be deemed “works made for hire.” Without limiting the generality of the foregoing, ownership of all source files used in the course of performing all associated work shall remain the exclusive property of Supplier. For purposes of this Contract, “Know-How” means any know-how, processes, techniques, concepts, methodologies, tools, analytical approaches, database models and designs, discoveries, and ideas furnished, produced by, developed, or used by Supplier in the creation or provision of the Deliverables or in the performance of the Services, Products or Equipment, and any changes, improvements, or modifications thereto or derivatives thereof. Additional terms and conditions or other required transaction documentation related to Software Terms may be addressed directly between a Participating Entity and Supplier depending upon the Software or offering, including any applicable terms and conditions related to any Software subscriptions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

#### **15. FORCE MAJEURE**

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

#### **16. SEVERABILITY**

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

#### **17. PERFORMANCE, DEFAULT, AND REMEDIES**

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## 18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or

“work” performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.



## **21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 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 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 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. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. 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 C.F.R. § 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. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 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 C.F.R. § 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. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require 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). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 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 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 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. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must 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. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must 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.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

**22. CANCELLATION**

Sourcwell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcwell

Johnson Controls, Inc.

DocuSigned by:  
*Jeremy Schwartz*  
C0FD2A139D06489...

DocuSigned by:  
*Jeremy L Rainwater*  
DD49E8F7B6E24C5...

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

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

Jeremy Schwartz

Jeremy L. Rainwater

Title: Chief Procurement Officer

Title: VP & GM HVAC and Controls North America

10/7/2021 | 8:54 PM CDT

10/14/2021 | 5:51 PM CDT

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved:

DocuSigned by:  
*Chad Coquette*  
7E42B8F817A64CC...

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

Chad Coquette

Title: Executive Director/CEO

10/14/2021 | 5:53 PM CDT

Date: \_\_\_\_\_

# RFP 070121 - HVAC Systems and Related Services

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## Vendor Details

Company Name: Johnson Controls, Inc.  
Does your company conduct business under any other name? If yes, please state: MD  
Address: PO Box 246  
Chesapeake City, Maryland 21915  
Contact: Tom Staves  
Email: thomas.staves@jci.com  
Phone: 443-676-8813  
Fax: 443-676-8813  
HST#: 39-0380010

## Submission Details

Created On: Thursday June 03, 2021 10:17:10  
Submitted On: Thursday July 01, 2021 10:19:53  
Submitted By: Tom Staves  
Email: thomas.staves@jci.com  
Transaction #: 3a12fdca-b2a1-4826-b500-969a9b2c8b16  
Submitter's IP Address: 104.129.195.1

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**Specifications****Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

| Line Item | Question   | Response *  |
|-----------|--|---|
| 1         | Proposer Legal Name (one legal entity only):   | Johnson Controls Inc.   |
| 2         | Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.  | Johnson Controls Canada, LP<br>Johnson Controls Security Solutions  |
| 3         | Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.   | Johnson Controls does not have any applicable assumed names.<br>Johnson Controls, Inc. has previously operated under two (2) former names:<br>1. Johnson Service Company from July 10, 1902 to November 11, 1974<br>2. Johnson Electric Service Company from July 31, 1900 to July 10, 1902 |
| 4         | Proposer Physical Address:   | 5757 North Green Bay Avenue Milwaukee, WI 53209   |
| 5         | Proposer website address (or addresses):   | www.JohnsonControls.com   |
| 6         | Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract): | Jeremy L Rainwater, VP & GM HVAC and Controls North America<br>5757 North Green Bay Avenue Milwaukee, WI 53209<br>jeremy.l.rainwater@jci.com<br>414-524-1200  |
| 7         | Proposer's primary contact for this proposal (name, title, address, email address & phone):  | Tom Staves<br>Cooperative Program Manager<br>705 Digital Drive, Suite N, LINTHICUM HEIGHTS, MD 21090-2267<br>Thomas.Staves@JCI.com<br>443-676-8813  |
| 8         | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):   | Andrew Pergande, Director Commercial Optimization<br>5757 North Green Bay Avenue Milwaukee, WI 53209<br>Andrew.Pergande@jci.com<br>414 524 6937   |

**Table 2: Company Information and Financial Strength**

| Line Item | Question | Response * |
|-----------|----------|------------|
|-----------|----------|------------|



|    |  |   |
|----|--|---|
| 9  | Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.   | <p>Johnson Controls is a global diversified technology and multi-industrial leader serving a wide range of clients in more than 150 countries. Our Performance Infrastructure business, which operates independently, and specifically is responsible for the successful delivery of guaranteed savings projects and other alternative funding projects delivers world-class solutions that address our clients' energy and infrastructure needs. Our solutions leverage our experience from thousands of higher education projects across the country matched to the specific requirements and needs of the client and their facilities.</p> <p>Our company has its very roots in the energy efficiency business. In 1883, Warren S. Johnson, a professor at the State Normal School in Whitewater, Wisconsin, received a patent for the electric room thermostat. His invention launched the building control industry. Johnson Controls with over \$30 billion of revenue in 2017, recently Johnson Controls merged with Tyco to become a global leader in building systems, energy storage, and integrated security and fire.</p> <p>Johnson Controls is a pioneer in developing performance contracting as a viable means by which to update facilities and make them more cost-effective to operate. We have implemented more than 3,000 performance contracting agreements – all with guaranteed savings since 1983.</p> <p>Core Values, Business Philosophy Johnson Controls Values:<br/> <b>INTEGRITY FIRST:</b> We promise honesty and transparency. We uphold the highest standards of integrity and honor the commitments we make.<br/> <b>PURPOSE LED:</b> We believe in doing well by doing good and hold ourselves accountable to make the world a better place through the solutions we provide, our engagement in society, the way we do business, and our commitment to protect people and the environment.<br/> <b>CUSTOMER DRIVEN:</b> We win when our customers win. Our long-term strategic relationships provide unique insights and the ability to deliver exceptional customer experiences and solutions.<br/> <b>FUTURE FOCUSED:</b> Our culture of innovation and continuous improvement drives us to solve today's challenges while constantly asking 'what's next.'<br/> <b>ONE TEAM:</b> We are one team, dedicated to working collaboratively together to create purposeful solutions that propel the world forward.</p> <p>Industry Longevity Related To The Requested Equipment:<br/> Johnson Controls paints an impressive picture, with 130+ years of innovation and over four million customers. Johnson Controls is a global diversified technology and multi-industrial leader serving a wide range of customers. Our commitment to sustainability dates back to our roots in 1885, with the invention of the first electric room thermostat. Johnson is committed to helping our customers win and creating greater value for all of our stakeholders through a strategic focus on buildings and energy growth platforms.</p> <p>Products Or Services<br/> Johnson Controls offers best-in-class technologies, products, installation, and service capabilities across building management, fire, security, sensors/controls, HVAC, industrial refrigeration, and energy storage solutions. Our offering includes total support for all fire alarm, fire detection, fire protection, integrated security, HVAC, Building Controls, healthcare communications, and sound/communications needs. Our capabilities include design, engineering development, integration, installation, project management, programming, testing, commissioning, training, warranty support, and post-warranty service. Our Technicians are highly trained and use state-of-the-art test equipment to ensure high-quality results and are trained to perform related repairs, in addition to inspections and responding to emergency maintenance requirements. Our life safety services are "Best-Value" for the following reasons:<br/> - Specialized inspection teams trained to identify and correct problems before they occur, thus preventing costly nuisance alarms and unnecessary downtime.<br/> - Experienced technicians ensure that repairs are done right and promptly. Standardized reporting and documentation.<br/> - Customized service plans to meet any customer's needs.</p> <p>Our organization provides local support from our North American network of over 150 local offices in the United States and Canada. Each office functions as a "one-stop-shop" providing parts, supplies, and equipment specific to each of the clients it serves.</p> |
| 10 | What are your company's expectations in the event of an award?   | Johnson Controls expects to build upon our previous contract 030817-JHN successes. Though we had tremendous adoption by our sales teams, there is still much work that needs to be done to maximize the sales potential including launching Canada. We are looking to add additional personnel to our corporate sales team to manage field training, business development, and direct sales. An annual budget has been submitted to assist in the development of additional collateral and E-marketing campaigns and plans to attend local/ regional trade shows to promote our participation in the program.   |
| 11 | Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. | Johnson Controls Inc is a wholly-owned indirect subsidiary of Johnson Controls International plc, a publicly owned company listed on the New York Stock Exchange (ticker: JCI). As a wholly-owned subsidiary, Johnson Controls Inc's financial results are consolidated in the financial statements of Johnson Controls International plc. In Fiscal Year 2020, Johnson Controls saw net revenue of \$22.3 billion with positive cashflow. Johnson Controls enjoys a strong balance sheet with \$10 billion in assets against \$8.2 billion in total liabilities. Total shareholders' equity was \$17.4 billion for FY 2020. We have provided the Johnson Controls 2020 Annual Report, credit and bond ratings, letters of credit, and detailed reference letters   |
| 12 | What is your US market share for the solutions that you are proposing?   | <p>Johnson Controls does not divulge market share for equipment categories, however, we can report on our North American market share for the following services:</p> <ul style="list-style-type: none"> <li>- Energy Saving Performance Contracting: 14%</li> <li>- P3: 36%</li> <li>- Service and Maintenance: 3%</li> </ul> <p>These values include both the US and Canada.</p>  |
| 13 | What is your Canadian market share for the solutions that you are proposing?   | See answer to question 12.  |
| 14 | Has your business ever petitioned for bankruptcy protection? If so, explain in detail.   | Johnson Controls has never petitioned for bankruptcy protection.  |
| 15 | How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.   | B) Johnson Controls is a manufacturer and service provider with an extensive network of sales and service branches that are 100% company-owned. The branch network provides equipment, installation, and service for HVAC, security, fire, and Performance Contracting (PC) needs.  |
|    | a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?                 |   |
|    | b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?         |   |

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| 16 | If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP. | <p>When selecting a company to provide HVAC systems and service, you want to choose a proven contractor that is responsible, experienced, and has employees with the expertise and knowledge to work efficiently and help you make the best choices for your facilities.</p> <p>In addition to professional licenses in all 50 states and 10 Canadian Provinces, our team members hold licenses, certifications, and accreditations by various professional organizations. Professional certification or accreditation indicates a certain proven amount of knowledge and experience in a particular subject area.</p> <p>To earn many of these credentials (e.g., LEED Accredited Professional), applicants are required to have experience in the field as well as pass a comprehensive examination administered by a third party. By regularly maintaining their certifications, our employees ensure they continue their education and keep pace with industry trends and standards.</p> <p>Please see the "Johnson Controls Certification Table" uploaded as a separate file. This table identifies just a few of the professional certifications held by Johnson Controls team members, relevant to HVAC equipment and services and energy efficiency projects. Beyond the dedicated resources for a project, our team can seek additional support from a variety of certified professionals at the regional and national level, as represented here.</p> |
| 17 | Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.  | Johnson Controls has been in business for well over 100 years and operates from about 120 offices in all North America. To the best of our knowledge and information, neither company, as a corporate entity, nor any of its branch or satellite offices have been suspended or debarred by any federal, state, provincial, or municipal public agency.   |

**Table 3: Industry Recognition & Marketplace Success**

| Line Item | Question | Response * |
|-----------|----------|------------|
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| 18 | Describe any relevant industry awards or recognition that your company has received in the past five years  | <p>Our organization participates in a wide range of activities and has been recognized in several unique areas. The following information highlights some key examples.</p> <p><b>SUSTAINABILITY AND CORPORATE SOCIAL RESPONSIBILITY</b><br/>                 2019 World's Most Ethical Company<br/>                 12 selections since 2007 (March 2020, selected for the 13th time) Ethisphere Magazine<br/>                 100 Best Corporate Citizens, 2019<br/>                 Transparency and social responsibility, since 2006<br/>                 Corporate Responsibility Magazine<br/>                 2019 Best Corporate Citizens<br/>                 Community involvement, environmental impact, and fair employee treatment.<br/>                 Forbes Magazine<br/>                 Change the World, 2018<br/>                 Companies that are doing well by doing good<br/>                 Fortune Magazine<br/>                 AAA Rating<br/>                 Environmental, social, and governance MSCI Socially Responsible Indices Carbon Clean 200<br/>                 Biggest public companies ranked by green energy revenues<br/>                 Corporate Knights and As You Sow<br/>                 Energy Star Most Efficient 2020 Most efficient products<br/>                 Energy Star<br/>                 Environmental Leader Project of the Year<br/>                 For partnership with The University of Hawai'i (UH) Maui College Environmental Leader and Energy Manager Today<br/>                 Top Project Judges' Choice Award for its impressive strides in sustainability and renewable energy<br/>                 Environmental Leader and Energy Manager Today<br/>                 Environment + Energy Leader 100<br/>                 Terrill Laughton, VP, and GM of Energy Optimization and Connected Equipment Environmental Leader and Energy Manager Today</p> <p><b>INNOVATION</b><br/>                 Johnson Controls Top 100 Global Innovators, 5-time winner<br/>                 Most innovative corporations and institutions in the world, 2016, 2017, 2019, 2019,2020<br/>                 Clarivate Analytics<br/>                 Overall IoT Company of the Year, 2020<br/>                 Top companies, technologies, and products in the global Internet of Things (IoT) market<br/>                 IoT Breakthrough<br/>                 Most Intelligent Building – Corporate Headquarters (Bee'ah's new headquarters in the UAE)<br/>                 Optimize energy efficiency, make the best use of available space and help the building's occupants be more productive<br/>                 Digie Award</p> <p><b>QUALITY / PRODUCTS</b><br/>                 Our organization participates in a wide range of activities and has been recognized in several unique areas. The following information highlights some key examples.<br/>                 Humanitarian Award, 2019<br/>                 Fire Commissioner's Humanitarian Award<br/>                 Fire Department of the City of New York Foundation Sustainability Product of the Year<br/>                 The YORK® Mission Critical Direct Evaporative Cooling Air Handling Unit in the 2019 Sustainability Awards. The awards honor those who have made sustainability an integral part of their business practice.<br/>                 The Business Intelligence Group<br/>                 Edison Award<br/>                 Environmentally Friendly Solutions sub-category of the Energy and Sustainability award category<br/>                 The Edison Awards annually honor excellence in human-centered design and innovation<br/>                 Five honors in the 2019 Brandon Hall Group Human Capital Management Excellence Awards<br/>                 Innovative learning solutions and sales training programs that help improve the human capital management space, achieve results and provide meaningful careers<br/>                 Brandon Hall Group<br/>                 YORK® YHAU CGN Absorption Chiller – Heater<br/>                 Use of a natural refrigerant (water) that offers zero ozone depletion and global warming potential<br/>                 New Products for Engineers<br/>                 2018 IW Best Plants Winner, Norman OK plant<br/>                 Operational excellence<br/>                 Industry Week<br/>                 Four 2019 World Class Briefing Awards for its excellence in management, planning, customer experience, and measurement<br/>                 Association of Briefing Program Managers<br/>                 Most Intelligent Building – Corporate Headquarters (Bee'ah's new headquarters in the UAE)<br/>                 Optimize energy efficiency, make the best use of available space and help the building's occupants be more productive<br/>                 Digie Award</p> <p><b>WORKFORCE DIVERSITY</b><br/>                 Grady Crosby, vice president of public affairs and chief diversity officer honored with the 2019 Business Champion award<br/>                 Commitment to creating a diverse and inclusive workforce<br/>                 African American Chamber of Commerce<br/>                 Top 50 Employers for Women Engineers, 2019<br/>                 Readers of Woman Engineer were asked to name the employers for whom they would most like to work or that they believe would provide a positive working environment for women<br/>                 Women Engineer<br/>                 50 Best Companies for Diversity Dec. 2018<br/>                 Black Enterprise Magazine Top Employer – China, 2019<br/>                 For exceptional employee conditions, nurturing and developing talent throughout all levels of the organization and striving to optimize its employment practices and to develop its employees<br/>                 Top Employers Institute, China 2019<br/>                 Best of the Best for U.S. Veterans<br/>                 Top Veteran-Friendly Companies<br/>                 U.S. Veteran's Magazine<br/>                 2019 Sustainability Awards and Recognition does not include most recognition bestowed to specific locations and individual employees by organizations around the world for our employees' work to build a sustainable world and does not include sustainability indices to which Johnson Controls was named. This list is representative but not exhaustive of global sustainability honors and awards.</p> |
| 19 | What percentage of your sales are to the governmental sector in the past three years  | 26%  |
| 20 | What percentage of your sales are to the education sector in the past three years   | 18%  |
| 21 | List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years? | NCPA - \$3,865,224<br>TIPS - \$2,281,196<br>NASPO - \$6,036,765<br>OMNIA - \$1,500,000 (1st yr of agreement)   |

|    |  |   |   |
|----|--|---|---|
| 22 | List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years? | GSA - 084 190CA \$11,680,149<br>GSA-03FAC 0060P \$5,131,971 | * |
|----|--|---|---|

**Table 4: References/Testimonials**

**Line Item 23.** Supply reference information from three customers who are eligible to be Sourcewell participating entities.

| Entity Name *              | Contact Name *  | Phone Number *                                      |   |
|----------------------------|-----------------|---|---|
| Brainerd Public Schools    | Earl Wolleat    | 218-454-6906<br>earl.wolleat@isd181.org             | * |
| Castlewood School District | Dawn Wiersma    | 605-793-2351<br>dawn.wiersma@k12.sd.us              | * |
| Watertown School District  | Heidi Clausen   | 605-882-6314<br>heidi.clausen@k12.sd.us             | * |
| Fort Bend County           | Taral Patel     | 281-341-8608<br>taral.patel@fortbendcountytexas.gov |   |
| Marshall County            | Roger Haugtvedt | 218-745-4951<br>rodger.haugtvedt@co.marshall.mn.us  |   |

**Table 5: Top Five Government or Education Customers**

**Line Item 24.** Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

| Entity Name                                  | Entity Type * | State / Province *             | Scope of Work *  | Size of Transactions *      | Dollar Volume Past Three Years * |   |
|--|---------------|--------------------------------|--|-----------------------------|----------------------------------|---|
| Western Regional Integrated Health Authority | Government    | NL - Newfoundland and Labrador | P3, service, controls  | \$322.00 – \$109,274,268.00 | \$109.3M                         | * |
| Corvias Group - Public Housing               | Government    | Florida - FL                   | Work for this entity took place in multiple states.<br>Performance Contracting infrastructure improvements | \$61,531 – \$43,968,914     | \$97M                            | * |
| CUNY - The City University of New York       | Education     | New York - NY                  | Service, Chiller plant upgrade, hot water BMS extension, security cameras, various infrastructure upgrades | \$5,620 – \$24,724,109      | \$35.9M                          | * |
| City of Toledo                               | Government    | Ohio - OH                      | Performance Contract, various HVAC upgrades, automated meters, controls, service                           | \$334 - \$75,390,135        | \$75.9M                          | * |
| School District of Philadelphia              | Education     | Pennsylvania - PA              | Performance Contract, fire alarm, controls, various mechanical HVAC equipment upgrades                     | \$3,986 - \$24,000,000      | \$64.4M                          | * |

**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

| Line Item | Question   | Response *  |
|-----------|--|---|
| 25        | Sales force.   | Johnson Controls has 1740 sales personnel in North America working out of more than 160 branch offices. Our sales professionals are full-time employees. Most of the North American employees are full time with less than 1.5% being temporary or part-time.   |
| 26        | Dealer network or other distribution methods.  | Johnson Controls, Inc. does utilize a minimal amount of Agents at strategic locations throughout the USA. These Agents will be required to work through a local branch when using the Sourcewell contract to ensure pricing integrity and contract compliance. For those dealers that eventually want to sell direct, they will be required to go through a training program and a contract modification will be submitted to add them as an approved Dealer/Agent.   |
| 27        | Service force.   | As mentioned previously, we understand the importance of having a local presence in the communities we serve. This is why we have over 4,800 front-line service providers nationwide in over 160 branch locations. These service providers are direct employees of Johnson Controls.  |
| 28        | Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.  | <p>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. In most North American locations, we have the capability to answer emergency calls within two hours of the original call if required by the customer. Once issues are logged via our 24-hour emergency number, a record of the emergency is made for tracking purposes, and a service team member or members will be dispatched to the site of the issue.</p> <p>We also provide next-day service for routine service calls. We guarantee to answer emergency calls within 24 hours of your call and have technicians available 24-hours a day, seven days a week.</p> <p>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.</p> <p>Some very remote locations may be more than 2-hours away from a service branch. In those cases, we may install additional technology to enable us to detect, analyze, and possibly remedy problems remotely. Another option is establishing a connection to our Remote Operations Center who can then detect, report, and fix problems as they occur. In some cases, we have subcontracted with a local firm that can provide service within the 2-hour window.</p> <p>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 systems, 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 the community of a local service provider.</p> <p>The Johnson Controls E-Service tool provides a customer portal where Sourcewell members can access information related to their building(s) and service jobs, including details about service history, service requests, agreements, and invoices. From the main portal page, they can also review news articles and connect directly to various offerings.</p> <p>Our service branches are certified to service a wide range of facility infrastructures including the following:</p> <ul style="list-style-type: none"> <li>Building automation control systems</li> <li>Chiller and refrigeration equipment</li> <li>Boilers and associated heating systems</li> <li>Air handling equipment and large fans</li> <li>Hydronic equipment including pumps and cooling towers</li> <li>Pneumatic air systems (control and process)</li> <li>Fire alarm systems</li> <li>Security and card access control systems</li> <li>Low and high voltage electrical systems</li> <li>Packaged rooftop units and unitary heat/cooling equipment</li> </ul> <p>Maintenance</p> <p>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 a 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.</p> <p>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 is equally important in a successful strategy.</p> <p>Reactive Maintenance<br/>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>Predictive Maintenance<br/>Checking the condition of the equipment as it operates. Equipment conditions, rather than time intervals, determine the need for service.</p> <p>Preventative Maintenance<br/>Scheduling maintenance at specific times offers the first line of defense against failure.</p> <p>Proactive Maintenance<br/>Addresses root causes identified by predictive methods. It isolates and corrects the sources of failure altogether.</p> |
| 29        | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.   | Johnson Controls will support all geographic areas and market sectors of the United States through the proposed contract. We will be offering and promoting an awarded contract to all Sourcewell member segments and verticals through the proposed contract.  |
| 30        | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.  | Johnson Controls frequently provides products and services to customers in Canada, and will gladly support Sourcewell Canadian members. We have successfully managed, engineered, and implemented more than \$550 million in performance contract projects across Canada, which represents over \$600 million in guaranteed savings. We have 20 branch offices located throughout Canada, which enables us to provide HVAC systems and services to all provinces, Yukon Territory, the Northwest Territories, and Nunavut.  |
| 31        | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.   | Johnson Controls can service all geographic areas of the United States and all Sourcewell Member sectors. We have an international presence and an extensive presence in the United States and Canada. We provide HVAC systems and services to all markets and sectors and have entire teams dedicated to State Government, Higher Education, K-12 Schools and Districts, Local Government, Federal Government, Healthcare, and Public Housing.   |
| 32        | Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract? | Johnson Controls, Inc. can service all geographic areas in North America across all entity sectors with no limitations.   |
| 33        | Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.   | Johnson Controls operates offices located in HI, AK, and US Territories. There will not be any additional charges to service customers located within these areas unless they are more than our standard branch response area of 1 hours' travel from the nearest Johnson Controls office.  |

**Table 7: Marketing Plan**

| Line Item | Question   | Response *   |
|-----------|--|--|
| 34        | Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response. | <p>Our proposed Sourcewell marketing plan includes a coordinated effort between Johnson Controls and Sourcewell. We will continue to market the SOURCEWELL program both internally and externally via our corporate websites. Brochures will be dispensed in both hard copy and electronic format. Our team's Cooperative Program Manager, Mr. Tom Staves, will continue to oversee the program. Mr. Staves will be responsible for driving growth. He will be assisted by the following personnel who have also been supporting Sourcewell in the past. The following sales personnel will assist with the training, promotion, and direct sales to SOURCEWELL clients:</p> <p>Ms. Mary Beth Alexander - Business Development Mgr.<br/>                     Ms. Melanie LeClair - Business Development Mgr.<br/>                     Ms. Hayley Nitschke - Marketing</p> <p>The Sourcewell Logo will be added to tradeshow banners and promoted locally and nationally via numerous tradeshows our personnel attends throughout the year. We will continue to promote Sourcewell via our website. We will also distribute a form to clients. The form will be used to request additional information or schedule a meeting with a sales representative.</p>   |
| 35        | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.  | <p>We use a variety of electronic platforms to ensure contract awareness and to continually educate customers on life safety in general. Some current updates that are in process include; having a strong digital component to our advertising program that includes pay-per-click advertising. Online banner advertising, e-newsletters, links to JohnsonControls.com from key websites. We continue to make significant investments in redesigning our website and implementing marketing automation software that integrates with salesforce.com.</p> <ul style="list-style-type: none"> <li>• Update our existing customer database files for known Sourcewell members</li> <li>• Continuous refresh/updates to the Internet (as stated, there will be a dedicated page to Sourcewell)</li> <li>• Conduct Emailer campaigns</li> <li>• We have launched a very successful webinar series "Learn from the Leader" that takes on a new industry-related topic once per quarter. Free for all that attend.</li> <li>• All Sourcewell customers will have access to Service Channel. A dedicated secure portal where inspection reports, will be uploaded, service calls can be placed, and can even check on the time until the technician arrives.</li> <li>• Will promote via newsletter and corporate announcement</li> </ul> |
| 36        | In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?                                | <p>Johnson Controls entities have had tremendous success with our previous Sourcewell awards. As you see we have many of the same customers still with us under Sourcewell and have greatly expanded the program. We continue to make improvements and build upon past successes and learn from our experiences. Affiliated companies including Johnson Controls Security Solutions, Johnson Controls Canada LP, and Tyco Integrated Fire and Security have the benefit of working from procedures that have been established by Johnson Controls Fire Protection.</p> <p>Our team is driven to provide efficient public service through our national contract purchasing solutions and other related programs. We are only able to do this as we work together; to create a unified purchasing alliance that is valued by both Sourcewell Members and contracted suppliers.</p> <p>We understand our sales staff will be responsible for the majority of the marketing responsibilities for this contract. We are positioned to continue to work together to support a wide range of Sourcewell clients.</p>  |
| 37        | Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.            | <p>Most of our products are designed, developed, and integrated to meet specific customer needs. SSNA products and services are purchased primarily through our local branch network.</p>  |

**Table 8: Value-Added Attributes**

| Line Item | Question   | Response *   |
|-----------|--|--|
| 38        | Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply. | <p>By partnering with Johnson Controls, Sourcewell members will have the ability to customize training to meet their needs. Our programs can be comprehensive to increase the self-sufficiency of staff or more focused to develop competencies where needed. We design our training programs in conjunction with our service offerings to protect customer investments while maximizing the efficiency of their operations. Through continuous support and professional development, we align our services with their mission.</p> <p>To create a truly focused learning experience, we carefully customize our training programs to align with your goals and objectives. To help determine what training will be required for your staff, we will work with you through a series of brief interviews and simple tests with representatives from maintenance supervisors, maintenance staff, facilities engineering, and quality control. The program steps include the following:</p> <ul style="list-style-type: none"> <li>Define current maintenance and operating procedures</li> <li>Define required maintenance and operating procedures required for new equipment</li> <li>Review training options with plant engineering and maintenance</li> <li>Determine and organize training programs, based on need and skill level, for functional groups within the facility (supervisors, maintenance staff, custodial, etc.)</li> <li>Perform training with each group using a mix of theory, hands-on practice, and maintenance manual application</li> <li>Record each session for future use by staff</li> <li>On a regular basis, repeat and redesign new needs and re-establish competency on old ones</li> </ul> <p>Johnson Controls Institute<br/>                     Professional instructors with industry experience, state-of-the-art equipment, and hands-on lab activities are hallmarks of the Johnson Controls Training Institute experience. The Institute has been widely regarded as one of the best educational sources in the building environments industry since its establishment in 1947. Each year, more than 4,000 clients and employees attend courses at our institute.</p> <p>Training is available on-site or at one of our many training centers across the U.S. On-site training features hands-on training on your own equipment. For a listing of courses, please visit our website at <a href="http://www.johnsoncontrols.com">www.johnsoncontrols.com</a>.</p> <p>Packaged Training Programs<br/>                     We realize that off-site classroom instruction is not always practical. For that reason, the Institute produces several packaged training programs to assist our clients. Convenient and effective in-house training is possible through a variety of instructional videotapes, sound/slide, and computer-based training programs produced by the Institute.</p> <p>The computer-based training programs use the power and flexibility of the computer to deliver an interactive learning experience. Interacting one-on-one with the computer, the student can gain a better working knowledge of HVAC systems, energy management concepts, and facilities management system operation. The student can review each modular lesson after the initial learning experience to refresh skills as needed.</p> <p>Branch and On-Site Instruction<br/>                     Because branch training can provide a more convenient and cost-effective alternative to our standard Institute locations, we have converted many of our more popular courses to branch training programs. We can also conduct select courses using remote seminars that allow group training of the client's facilities, systems, and equipment. On-staff Johnson Controls Institute instructors teach the remote seminars at client sites, our offices, or another convenient location depending on the needs of the client group. We use portable equipment simulators that enable employees to practice without jeopardizing building operations.</p> <p>Another option for on-site instruction is on-the-job training, which allows our engineers, technicians, and mechanics to provide instruction at your facilities. This training is excellent for practical and productive learning. Materials include course handbooks, on-site laboratory sessions, and examinations. Typical topics include energy management, HVAC systems maintenance, and facility management system operation. Finally, phone support and technical assistance are always available over the phone or during our normal client service visits.</p> |



|    |   |  |
|----|---|--|
| 39 | Describe any technological advances that your proposed products or services offer.  | <p>Our latest technology deployment is OpenBlue, which is further described in Question 70. It is a complete suite of connected solutions that deliver impactful sustainability, new occupant experiences, and respectful safety and security that combines our 135 years of building expertise with cutting-edge technology. OpenBlue features a suite of tailored, AI-powered service solutions such as remote diagnostics, predictive maintenance, compliance monitoring, advanced risk assessments, and more.</p> <p>One of our more powerful and popular technological advances is our Connected Services. All microprocessor-based York chillers can be connected to our Remote Operations Center and monitored 24/7. This information will better prepare our chiller technicians during their service visits and alert them during abnormal operating conditions. Our team will truly be connected to your member's operations resulting in improved performance.</p> <p>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.</p> <p>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.</p> <p>This application also allows our customers to sign off on completed work, which is immediately available for viewing on the Customer Portal. This tool also gives our technicians access to the internet for updated information on third-party equipment and Johnson Controls compiled database on third-party equipment.</p>   |
| 40 | Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.   | <p>At Johnson Controls, we've been dedicated to protecting the environment since our invention of the electric thermostat in 1885, which provided a fundamental shift in the energy efficiency of buildings. Now, all over the world, our products and services empower customers and communities to consume less energy and conserve resources.</p> <p><b>Our Objectives</b><br/>Sustainability is an integral part of our vision and values. Our environmental efforts are conducted with the following objectives in mind:</p> <ul style="list-style-type: none"> <li>• Supporting our company's growth and exceeding our customers' increasing expectations for more sustainable products and services.</li> <li>• Fostering a culture of sustainability that engages and attracts people who want to make a difference.</li> <li>• Improving our operational efficiency, including lowering costs and reducing the environmental footprint of our operations and supply chain.</li> <li>• Expanding engagement with our stakeholders on environmental issues, including leading in global partnerships that increase the scale of our sustainability impact.</li> <li>• Demonstrating our commitment from the top, including the continued integration of sustainability into company goals and decision-making.</li> </ul> <p><b>Our Accomplishments</b><br/>Across our organization, we seek to continuously improve in our environmental work. We're proud and fortunate to have been included in more than 40 prestigious sustainability indexes in recent years.</p> <p>2020 World's Most Ethical Company. Our 13th year in a row to be so recognized—a record only 7 companies worldwide have ever achieved.</p> <p>100 Best Corporate Citizens, 2020. We achieved the rank of #3 in our category and #18 overall among the 100 Best Corporate Citizens for 2020, for environmental, social, and governance (ESG) transparency and performance. We were up against 1000 of the biggest companies in the US to achieve this ranking.</p> <p>MSCI AAA Status. This is Morgan Stanley's sustainability index. Only 5% of companies achieve AAA.</p> <p>S&amp;P 500 ESG Index. Even at a time when companies like Walmart, Twitter, and Honeywell were dropped from the S&amp;P index, we maintained our spot. We are included in the Dow Jones Sustainability Index as well.</p> <p>Here are just some of the reasons why we've received this recognition:</p> <ul style="list-style-type: none"> <li>• From 2002 through 2017, we are proud to have reduced our energy intensity by 47 percent and our greenhouse gas intensity by 41 percent.</li> <li>• Our efforts align with the United Nations Sustainable Development Goals, a universal call to action to end poverty, protect the planet and ensure that all people enjoy peace and prosperity.</li> <li>• We always strive to do more, which is why in 2017 we adopted a new 2025 Sustainability Strategy. 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 are committing to new, ambitious 2025 goals related to greenhouse gas emissions, energy, water, waste, safety, and diversity from a 2017 baseline.</li> </ul> |
| 41 | Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors. | <p>We are unaware of the Certification of independent products, however, Johnson Controls uses third-party software Process Map for our Environmental, Health, and Safety Information System (EHSIS) to track environment, health, and safety data from facilities worldwide. Data are reviewed routinely by qualified personnel, including the regular use of an internal audit process to check not only data in the system but also site-level checks of original records and other aspects. At times, we engage assistance from third-party environmental, health and safety, and ISO consultants for site-specific audits. This includes using, for some sites, certified registrars to validate and certify our operations to various quality, environmental, six sigma, and safety standards, e.g., ISO 9000, ISO 14001, OHSAS 18001. Additionally, filings with environmental, health and safety, and other regulatory agencies are routinely checked internally and by the applicable regulatory agency.</p>  |
| 42 | Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.    | <p>Johnson Controls is a leader in supplier diversity. Since 1993, we have spent more than \$22 billion with certified women- and minority-owned suppliers. Globally, we have included more than 300 diverse and historically underutilized companies into more than 30 product and service procurement categories to support our customer solutions.</p> <p>Johnson Controls' supplier diversity program is successful because of accountability, training, and supplier diversity processes that extend into our customer and supplier networks.</p> <p>Supplier diversity is approached as a discipline that is not confined to one department, geography, or an elite group of star performers. All of the operational, commercial, and advanced supplier diversity activities are tied together with standardized processes company-wide.</p>   |



|    |   |   |
|----|---|---|
| 43 | <p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p> | <p>Sourcewell members can ensure their project produces significant energy savings and the highest return on investment by selecting a company with extensive HVAC System and Service experience and a nationwide branch network that ensures expert local service in every market in North America.</p> <p>Unparalleled Experience</p> <p>By selecting Johnson Controls, Inc. (Johnson Controls), Sourcewell members will engage an industry leader that has implemented over 3,000 ESPC projects over the past 30+ years and helped pioneer the ESPC industry in the 1980s. We are the national leader in HVAC Systems and services with a greater market share and more experience than any of our competitors. We currently hold over \$6 billion in performance-based guarantees through approximately 615 projects across North America.</p> <p>This experience ensures that Sourcewell members can realize a high-performance project that is designed, implemented, commissioned, and serviced by reliable experts that have successfully installed and service HVAC systems for other K- 12, higher-education, state, and local government bodies.</p> <p>We offer our customers the reliability and financial stability of a Fortune 100 company. Our sales for the fiscal year 2015 totaled \$37.2 billion. Our financial muscle is balanced by a strong code of ethics. For the tenth year in a row, Johnson Controls has been named one of the "World's Most Ethical Companies" by the Ethisphere Institute. Corporate Responsibility Magazine has also recognized Johnson Controls as the #14 company in its annual "100 Best Corporate Citizens" list.</p> <p>Our long history and proven capabilities illustrate that we can perform all phases of any project and provide Sourcewell member entities with the best value through equipment upgrades, equipment maintenance, and service, training, or any combination of service that you require.</p> <p>We Are Where You Are</p> <p>Our field service branch network of 4,500 front-line service providers in over 160 branch locations shows that although Johnson Controls has a large national and international footprint, we understand the importance of having a local presence in the communities we serve.</p> <p>Our extensive branch network is 100% company-owned and operated, which enables us to share resources, expertise, innovations, and corporate values throughout the entire branch network. This enables all of our branch employees to benefit from the experience and lessons learned on projects we perform across the nation and around the world. No other Energy Services Company (ESCO) has a similar network.</p> <p>By investing in local branch locations, we enable local decision-making authority that makes it easier to respond to the needs of customers in a timely manner. Our investment also helps support the communities where we live and work.</p> <p>Flexibility and Consistency</p> <p>Sourcewell members can benefit from our established and uniform development and implementation approaches that provide a consistent level of service and expedited delivery. We will apply the same management approach at a small-town school district, as we will for a world-renowned University or large state customer with highly dispersed facilities. This ensures that each project meets our standards of quality, safety, and maximum return on investment for our customers.</p> <p>With a large number of resources available to our teams, we are able to provide projects with additional staff to meet aggressive deadlines. Additionally, our ability to streamline the development, procurement, and implementation processes ensure faster upgrades of facilities so our customers will realize savings sooner.</p> <p>Safety</p> <p>At Johnson Controls, we realize safety is just as important to you as it is to us. From onsite field employees to corporate offices, safety is built into all the services we provide.</p> <p>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.</p> <p>Commitment to Diversity</p> <p>For any project we undertake, we endeavor to maximize participation from minority-owned and Historically Underutilized Businesses (HUBs). This is an increasingly important goal for many of our customers and benefits Johnson Controls by expanding our pool of available talent in each marketplace.</p> <p>We have more than 700 diverse suppliers representing more than 50 product and service categories. Approximately 7% of Johnson Controls' outside purchases are made with diverse suppliers and contractors with minority purchases making up approximately 80% of the spend. The remaining external purchases are from women-owned firms and firms designated by government agencies as small or disadvantaged businesses.</p> <p>Because of these efforts, Johnson Controls has joined the elite Billion Dollar Roundtable, an organization comprised of only 24 U.S. corporations that spend more than \$1 billion annually with minority- and women-owned businesses.</p> <p>Commitment to Sustainability</p> <p>Sustainability is a cornerstone of our business. We create sustainable solutions through all of our workstreams and practice what we preach as a corporation. Our corporate headquarters campus in Glendale, Wisconsin represents the largest concentration of LEED Platinum buildings with four awarded buildings in one site.</p> <p>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 2015 Sustainability Report is available for you to view online at:</p> <p><a href="http://www.johnsoncontrols.com/corporate-sustainability/reporting-and-policies/business-and-sustainability-report/environmental-leadership">http://www.johnsoncontrols.com/corporate-sustainability/reporting-and-policies/business-and-sustainability-report/environmental-leadership</a></p> |
|----|---|---|

**Table 9A: Warranty**

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

| Line Item | Question  | Response *   |
|-----------|---|--|
| 44        | Do your warranties cover all products, parts, and labor?  | Our warranty structure is set forth to protect our clients against faulty products installed by or workmanship completed by our personnel. Our warranties cover all products, parts, and labor associated with the Johnson Controls installed or serviced system.  |
| 45        | Do your warranties impose usage restrictions or other limitations that adversely affect coverage?   | There are no usage limitations in our warranty system for Johnson Controls installed or serviced systems.  |
| 46        | Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?   | Technician travel time and mileage to perform warranty repairs are covered under our warranty program.   |
| 47        | Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair? | Due to the presence of our company-owned district offices throughout North America, we are not aware of any geographic region where we cannot provide warranty repair services.  |
| 48        | Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?  | As indicated above, our policy states we will warranty a system installed by our technicians for a period of 1 year from the date of the customer's beneficial use. Service parts carry a 90-day warranty from the date of installation by a qualified technician. Different manufacturers may offer their own equipment warranties that cover the replacement cost of specific system components  |
| 49        | What are your proposed exchange and return programs and policies?   | According to the specific terms of each client's agreement, we can exchange a faulty piece of equipment or system component under warranty for its current equivalent. Equipment that cannot be repaired, or that is part of a legacy system no longer supported, will be replaced at the client's request.  |
| 50        | Describe any service contract options for the items included in your proposal.  | <p><b>Maintenance</b><br/>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 a 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.</p> <p>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 is equally important in a successful strategy.</p> <p><b>Reactive Maintenance</b><br/>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><b>Predictive Maintenance</b><br/>Checking the condition of the equipment as it operates. Equipment conditions, rather than time intervals, determine the need for service.</p> <p><b>Preventative Maintenance</b><br/>Scheduling maintenance at specific times offers the first line of defense against failure.</p> <p><b>Proactive Maintenance</b><br/>Addresses root causes identified by predictive methods. It isolates and corrects the sources of failure altogether.</p> |

**Table 9B: Performance Standards or Guarantees**

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

| Line Item | Question   | Response *  |
|-----------|--|---|
| 51        | Describe any performance standards or guarantees that apply to your services                             | <p>Johnson Controls utilizes a total quality management approach across Canada and throughout North America. Johnson Controls develops a clear picture of our customer's definition of quality service, from that we generate a defined set of objectives that form the basis of our performance standard.</p> <p>This method will ensure that Johnson Controls clearly understands and proactively participates in exceeding all of a customer's goals, and in our ability in achieving your expectations for customer satisfaction.</p> <p>Johnson Controls team and individual performance goals are set to a level exceeding the customer's acceptable performance standard. Performance evaluations are based on the team's success in achieving overall project goals; thus, teams are motivated to apply persistent, dedicated, and focused effort to overachieve their goals.</p> <p>Our Performance Infrastructure team provides guarantees for our Performance Contracting projects.</p> <p>For a Performance Contract, Johnson Controls guarantees the savings amount in the contract.</p> <ul style="list-style-type: none"> <li>- We begin monitoring the savings performance at the onset of the construction period and continue throughout the guarantee period. At the same time, we suggest and implement operational enhancements to fine-tune the overall performance.</li> <li>- We monitor savings during the year, produce scheduled reports that describe the results and reconcile the guarantee at the end of each year (or as dictated by the M&amp;V plan).</li> <li>- If the dollar savings are equal to or greater than the guarantee amount, customers receive all of the excess benefits. If there is a shortfall, Johnson Controls will pay the difference between the actual and the guaranteed amount in the form of a check or as additional equipment and services.</li> <li>- We repeat the annual tracking and reconciliation process each year throughout the term of the agreement.</li> </ul> |
| 52        | Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.) | A schedule of values is provided with each proposal that provides details of the service or product being provided, outlines timelines, billing, and responsible parties. There are standard communication and response time protocols that will be outlined at the task-order level.   |

**Table 10: Payment Terms and Financing Options**

| Line Item | Question  | Response *   |
|-----------|---|--|
| 53        | Describe your payment terms and accepted payment methods?   | Payment terms are NPR 30 for all invoices. For contracting sales, a schedule of values will be outlined regarding payment intervals throughout the installation process including after-warranty PSA.  |
| 54        | Describe any leasing or financing options available for use by educational or governmental entities.  | It is the intent of Johnson Controls to utilize Sourcewell Approved Leasing Vendor NCL for potential financing of our Sourcewell opportunities.<br>Our organization offers various financial solutions in an effort to remain focused on the financing needs of its customers. Program offerings include:<br>Direct Purchase<br>Fair Market Value (FMV) Purchase Option<br>10% Purchase Option   |
| 55        | Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders. | Systems and Services North America has a wholly-owned branch network that provides proposals directly to customers for requested product or service purchases. Each proposal procured through the Sourcewell contract will be marked in Salesforce as a Sourcewell Cooperative and will have the Sourcewell contract number and will be logged. Additionally, services are quoted and tracked using the Sourcewell "buying group" Upon customer award and invoiced, these sales will be reported to Sourcewell quarterly |
| 56        | Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.  | Johnson Controls will utilize standard commercial quoting tools when quoting Sourcewell opportunities. The primary systemic tools utilized to build proposals are Selection Navigator, Yorkworks, and NxGen when quoting services. Standard JCI commercial terms are incorporated into these proposals.  |
| 57        | Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?  | We do accept P-card procurement and payment, and we do not pass on any fees to the customer.   |

**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

| Line Item | Question  | Response *   |
|-----------|---|--|
| 58        | Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.                              | This agreement will apply to all Johnson Controls Systems and Services North America (SSNA) branches across the United States. Johnson Controls strives to be a company that is easy to do business with. Therefore, our approach for this opportunity is to keep our pricing model simple, easy to use, and transparent.<br><br>Labor Rates<br>For labor rates, each branch location has published street labor rates that are competitive in their local markets. We will be using the approach discounting 10% off of our local branch published street rates (benchmark: Our labor pricing approach is the same approach utilized by Johnson Controls for GSA Schedule 84, which can be used by most state and local government entities). Local labor rates change annually.<br><br>Equipment, Controls, and Solutions<br>For equipment, controls, fire / Security alarm, and parts manufactured by Johnson Controls, our approach is to discount off of our North American List Price (NALP) or List Price depending upon the pricing tool being utilized.<br>For outside purchased HVAC equipment, controls, fire, security, technology equipment, and miscellaneous components, our approach is to mark up over our cost.<br>HVAC Specialty Air Quality Products are custom built, so pricing will vary<br>For miscellaneous 3rd party parts, mechanical subcontracts, electrical subcontracts, piping subcontracts, insulation subcontracts, job services such as cranes, facilities assessments, job specific tools, management & engineering services and surveys, our approach is to mark up over our cost as verified by 3rd party invoice to Johnson Controls. |
| 59        | Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.  | Discounts vary based on equipment and labor. Maximum equipment discounts are 55%.  |
| 60        | Describe any quantity or volume discounts or rebate programs that you offer.  | Volume discounts will be considered on a project-by-project basis. Most SSNA solutions are customized for each facility and do not qualify for volume discounts.   |
| 61        | Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.  | We supply these items at cost + 30%.   |
| 62        | Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer. | Proficiency and Risk (PR) Fee:<br><br>Due to unforeseen conditions and/or circumstances on all proposals Johnson Controls includes PR assessments. The PR fee averages 5%, of the total sell price depending on the risk it could be as high as 10% or as low as 2%.<br><br>In our existing Sourcewell Contract 030817-JHN, this PR Fee has consistently been included in our proposals under miscellaneous as it is part of our systemic pricing tools. Johnson Controls wants to provide customers with complete transparency of our pricing.  |
| 63        | If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.  | Shipping costs are included, as is disposal.   |
| 64        | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.   | Shipping costs are included in the price.  |
| 65        | Describe any unique distribution and/or delivery methods or options offered in your proposal.   | We strive to achieve just-in-time delivery to avoid storage costs and costs associated with damage that can occur when equipment and parts are stored on-site or in a facility for any length of time. Additionally, we do not enforce your warranty until we reach substantial completion. This helps save our customers a little money by not starting the warranty period too early when the system is not yet in use.  |

**Table 12: Pricing Offered**

| Line Item | The Pricing Offered in this Proposal is: *  | Comments   |
|-----------|---|--|
| 66        | b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments. | Pricing methodology is similar to that of past award. Both B and C apply to our response. Depending upon the opportunity discounts are equal to or better than we offer to GPO's and other cooperatives. It is Johnson Controls policy to standardize pricing across Cooperatives and GPO agreements and enable the branch offices to negotiate the additional discounts on an opportunity by opportunity basis. |

**Table 13: Audit and Administrative Fee**

| Line Item | Question   | Response *  |
|-----------|--|---|
| 67        | Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.                                | Pricing calculations under the Sourcewell contract will leverage estimating tools with defined pricing discounts for Sourcewell members. This pricing methodology makes it easy for our field organization and customers to understand pricing practices. Pricing transparency is provided to the customer with each Sourcewell proposal including reference to the Sourcewell contract. Pricing for large sales often has multiple reviews (sales, sales management, and cooperative program office). Small transactional sales are sample reviewed by the cooperative program office. If a pricing discrepancy would be identified all sales by that sales rep through the Sourcewell contract would be self-audited. The sales reporting and administrative fee remittance function are independent of the field sales organization. Fee processing is completed by a centralized GPO and cooperative processing team. This process will help to eliminate issues relating to unreported sales or missing fees under the Sourcewell contract. The centralized team utilizes data contained with our Customer Relationship Management system, booking system, and cooperative proposal log to help ensure completeness in sales reporting and fee submission. |
| 68        | If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.  | Johnson Controls has established KPI's for evaluating the performance of our Cooperative Program. These internal metrics are comprised of data from both sales and finance. For example, one key metric that we utilize is the number of sales representatives that have an active Sourcewell proposal in the Sales Force pipeline  |
| 69        | Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.) | Johnson Controls proposes a 1% administrative fee. On significant opportunities, we would like to leave open our ability to further negotiate a reduction on a case-by-case basis.  |

**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

| Line Item | Question  | Response *  |
|-----------|---|---|
| 70        | Provide a detailed description of the equipment, products, and services that you are offering in your proposal. | <p>Due to character limitation on the Bid Portal, please see the "Table 14A – Depth and Breadth of Offer Equipment Products and Services" document for complete details.</p> <p>Although we have the unique capacity to self-perform most work, we also have the contract management expertise to know when it is appropriate to outsource some functions. Please see our "Subcontracting Scope of Work" document uploaded as an attachment to this response.</p> <p>HVAC System Design, Installation, and Service<br/>                     HVAC Systems:<br/>                     - Standard Air Handling Units (AHUs), Customer AHUs, AMI Modular AHUs<br/>                     - Inefficient air handling unit replacement<br/>                     - HVAC system redesign<br/>                     - Variable frequency drives<br/>                     - Heat recovery systems<br/>                     - Low leakage air dampers<br/>                     - Variable air volume systems<br/>                     - Inlet vanes for centrifugal fan<br/>                     - Demand control ventilation<br/>                     - Exhaust fans<br/>                     - Fan coil units<br/>                     - Motor replacement<br/>                     - Unit heaters/ventilators<br/>                     - Computer room unit optimization<br/>                     - Four-pipe system to two-pipe system<br/>                     - Variable volume system upgrades<br/>                     - System recommissioning<br/>                     - Duct Free Mini Split Systems<br/>                     - Invertors<br/>                     - Pumps<br/>                     - Indoor Air Quality Products and Devices: Active polarization, non-ionizing, electronic air cleaning systems intended to replace passive filtration<br/>                     - Rooftop units<br/>                     - Heat pumps<br/>                     - PTACs<br/>                     - Water source heat pumps<br/>                     - Air Terminal Devices and Heating Products<br/>                     - Lighting systems-disinfectant lighting (UVC light tech) for air handlers</p> <p>Cooling Systems:<br/>                     - Scroll, Rotary, Centrifugal, Reciprocating, Air-Cooled Chillers, Water-Cooled Chillers, Condensing Units, and Absorption Chillers<br/>                     - Chiller replacements<br/>                     - Gas fire centrifugal chillers<br/>                     - Low load chiller<br/>                     - CFC containment conversions<br/>                     - Tower free cooling<br/>                     - Commercial refrigeration</p> |

- Cooling tower upgrade
- Two speed fan motors
- Variable pitch blade cooling tower fan
- Thermal energy storage systems
- Reclaim A.C. heat rejection
- Variable flow system upgrade
- Air-Cooled Variable Refrigerant Flow Systems
- Chilled water temperature reset
- Humidity control
- Absorption chiller
- Gas-fired chiller
- Condenser auto-cleaning
- Conversion to primary secondary, including VSD on pumps
- Cooling towers De-centralization/centralization
- Free cooling

Energy Management and Control Systems:

- In-room control systems
- Direct digital controls
- Pneumatic control conversion
- Manual valves to automatic valves
- Air compressors
- Lab fume hood control
- Multi-system integration
- Load shedding
- Demand management
- Staging / lead-lag
- Optimum start / stop

Heating Systems:

- Heating system redesign and optimization
- Boiler replacement
- Electric to gas fired boiler
- High efficient modular boilers
- Low load boiler
- Burner replacement
- Dual fuel burners
- Oil atomizing burners
- Boiler stack heat reclaim
- Perimeter radiation
- High efficient domestic water heaters
- Gas line turbulators
- Temperature reset control
- Electric heating to gas
- Piping insulation
- Boiler stack reclaim
- Boiler system de-centralization
- Aerator replacement with O2 scavenger
- Automated water treatment
- Condensate recovery

Performance Contracting

- Energy Conservation Measures
- Investment Grade Audits
- Infrastructure Upgrades

OpenBlue

Building Systems

- Building Management System
- Access Control System
- Lighting
- HVAC
- Floor plans

Integrated Workplace Management Systems

- Meeting rooms (size, location, amenities)
- Desk (reservable, status)
- Assets (type and location)
- Other spaces
- Frictionless Access Control
- Facial Recognition
- Skin temperature scanning solution
- Facemask detection
- Thermal imaging, UV sanitizing gates, contact tracing, touchless visitor management

Enterprise IT Systems

- HR & IT System
- Active Directory
- Microsoft Exchange
- CMMS

Third Party Offerings

- Sensors
- Space Scheduler
- Mobile Access
- Parking management
- Travel options (bus, train, car)
- Weather, traffic, stock prices

OpenBlue Healthy Buildings

- OpenBlue Dynamic Spaces
- Face Mask Detection
- Social Distance Monitoring and Contact Tracing
- Intelligent Frictionless Access Control

OpenBlue Companion

- OpenBlue Clean Air
- OpenBlue Location Manager
- OpenBlue Enterprise Management
- OpenBlue Digital Twin
- OpenBlue Secure
- OpenBlue Tailored Services Suite

Smart City Programs

- Traffic analysis
  - Security Cameras
  - Proximity Sensors
  - Pedestrian Counters
  - Digital signage and speakers
  - Gunshot detection
- Utility Meters
- Water Meters
  - Electric Meters
  - Utility billing analysis
  - Utility rate improvements
  - Meter consolidation
  - Electric power factor correction
  - Automatic Meter Reading (AMR)
  - Advanced Metering Infrastructure (AMI) technology – Full scale implementation
  - Meter accuracy improvements
  - Meter typing & sizing upgrades
  - Automatic leak detection system
  - Customer web portal
  - SCADA upgrades
- Distribution Systems and Cogeneration Plants
- Central Utility Plants
  - Cogeneration/CHP Systems
  - Central cooling plant
- Lighting Systems
- Lighting Products: Intelligent lighting, connected lighting, streetlighting, intelligent street lighting, decorative lighting, human-centric lighting, specialty lighting, safety lighting, disinfectant lighting, and commercial lighting.
  - Interior Lighting:
    - o Linear Fluorescent Upgrades: New LED fixtures, LED retrofit kits, LED tubes
    - o CFL/INC/HID Upgrades: New LED fixtures, LED retrofit kits, LED re-lamps
    - o High Bay Fixtures: New LED fixtures
  - Exterior Lighting:
    - o Building Mounted: Wall packs, floods, canopy
    - o Pole Mounted: Area and street lights, Post top decorative, High mast, Parking garages
  - Lighting Controls:
    - o Room based controls: occupancy sensors, Photocell sensors
    - o Stand-alone Networked controls
    - o Integrated Networked controls with BAS
    - o Smart City controls
  - Human-Centric Lighting (HCL): HCL systems combine intelligent lighting control with LED lamps and fixtures that have the ability to change their color temperature and intensity. Light varies during the day according to the natural lighting cycle:
    - o Low light levels and low CCTs (Correlated Colour Temperature) in the early morning
    - o High light levels and high CCTs at midday (up to 10,000 K)
    - o Low light levels and low CCTs during evening
    - o Extremely low light levels and a medium CCT under moonlight
  - Smart Building-Wide Lighting Control
  - Building Automation System Integration
  - Business Optimization
- Building Envelope Systems
- Window glazing
  - Tinted window film
  - Energy efficient windows
  - Window and door weather stripping and caulking
  - Revolving doors
  - Air curtains
  - Automatic door closers
  - Roofing
  - Insulate walls, roof, floor, soffit
  - Caulk pipe penetrations
  - Seal ceiling to roof gap
  - Solar radiation reduction
  - Reflective coating to roof
  - Weatherproofing
- Water and Sewage Systems
- Water Conservation
- Retrofit flush valves, showerheads, faucets, toilets
  - Automated water systems
  - Cooling tower retrofits
  - Ice machine upgrades
  - High efficiency domestic water heaters
  - Waste heat recovery
- Water Supply/Treatment/Distribution
- Raw water pumping
  - High service pumps
  - Backwash water pumps (filtration plants)
  - Water control systems
  - Plumbing systems
  - Irrigation systems
  - Domestic water
  - Rain water harvesting
- Wastewater Collection and Treatment
- Wastewater lift pumps
  - Aeration system improvements (diffusers, controls, blowers)
  - Digester gas to energy projects
  - Digester improvements
- Flood Control
- Flood control systems
  - Flood monitoring systems
  - Integrated traffic control and monitoring systems
- Renewable Energy Systems
- Solar photovoltaic
  - Wind turbines

- Geothermal heat pumps
- Microgrid
- Energy storage
- Solar daylighting
- Biomass plants
- Solar thermal pool heating
- Solar thermal domestic water heating
- Solar transpired walls
  
- Distributed Energy Storage
- Battery Power Stationary Storage
- Energy Storage System - In-Building
- Modular Container Distributed Energy Storage System
- Thermal Energy Storage Systems
- Ice Storage
  
- Sewer Heat Recovery
- Waste Heat Recovery and Urban Biogas Utilization
  
- Microgrids
  
- Connected Technologies
- Audio-Visual
- Data Cabling
- LAN/WAN/Voice
- Distributed Antenna Systems
- Nurse Call Systems
- Security Systems
- HL7 Integrations
  
- Pool Systems/Environment and Recreational Spaces
- Additional Systems
- Loading dock air curtains
- Ceiling systems
- Electrical power systems
- Emergency generators
- Turbine generators
- Switch gear
- Elevator modernization
- Waste management
- Waste compactors
- Red bag waste
- Pool covers and pool heat recovery
- Air and water balance
- Power factor correction
- Fleet management
- Start-up and commissioning
- High efficiency water heating
- Instantaneous hot water heating and removal of large storage tanks
- Waste heat recovery for dryers and kitchens
- Conversion of electric kitchen equipment to gas
- Water savings measures for kitchen and laundry
- Ozonated laundry upgrades
- Kitchen equipment
- Dishwasher replacement
- Walk-in coolers optimization
- Exhaust system optimization
- Kitchen design
- Laundry systems
  
- Service and Maintenance
  
- Public Relations
  
- Security
- 24/7 remote monitoring
- Access control
- Advanced video surveillance
- Intrusion detection
  
- Fire, Life-Safety & Hazard Protection
- Fire alarm systems
- Fire sprinkler systems
- Fire suppression systems
- Mass notification systems
- Special hazard solutions
- Extinguishers
- Mass Notification
- Special Hazard
- Sprinkler
  
- Operational Intelligence & Loss Prevention
- Information management solutions
- Real-time location systems (RTLS) for asset management
- Video and traffic analytics



|    |  |  |
|----|--|--|
| 71 | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | <ul style="list-style-type: none"> <li>- Renewable Technologies</li> <li>- Indoor Air Quality</li> <li>- Lighting Systems</li> <li>- Energy Efficiency</li> <li>- Greenhouse Gas Reduction</li> <li>- Smart Building Technologies</li> <li>- Smart City Technologies</li> <li>- Artificial Intelligence</li> <li>- Security</li> <li>- Connected Technologies</li> <li>- Energy Storage</li> <li>- Microgrids</li> <li>- HVAC Equipment</li> <li>- Controls</li> <li>- Building Automation Systems</li> <li>- Energy Management Systems</li> <li>- Operational Intelligence and Asset Management</li> <li>- Fire alarm and suppression</li> <li>- Security</li> <li>- Extinguishers</li> <li>- Sprinkler</li> <li>- Mass Notification</li> <li>- Special Hazard</li> </ul> |
|----|--|--|

**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

| Line Item | Category or Type  | Offered *  | Comments  |
|-----------|---|--|---|
| 72        | HVAC, IAQ, and water heating or treatment infrastructure, equipment, components, products, parts, and related technology  | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | See attachment 14A - Depth and Breadth of Offer Equipment Products and Services |
| 73        | Sensors, controls, thermostats, gauges, and system automation or management products and technology   | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | See attachment 14A - Depth and Breadth of Offer Equipment Products and Services |
| 74        | Services related to the offering of the solutions described in Lines 72 and 73 of Table 14B above, including installation, maintenance, repair, refurbishment, replacement, system upgrades, emergency or short-term HVAC equipment rental, assessment, integration, training, support, and customization | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | See attachment 14A - Depth and Breadth of Offer Equipment Products and Services |

**Exceptions to Terms, Conditions, or Specifications Form**

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

**Documents**

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
  2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
  3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
  4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Sourcewell Pricing Table 07 01 21 Final Rev.docx - Wednesday June 30, 2021 14:58:28
  - [Financial Strength and Stability](#) - 2020-10-k-for-jci-site.pdf - Monday June 28, 2021 14:57:33 [Marketing Plan/Samples](#) - Marketing Doc.pdf - Tuesday June 29, 2021 09:58:10
  - [WMBE/MBE/SBE or Related Certificates](#) (optional)
  - [Warranty Information](#) - Project Warranty Letter.pdf - Monday June 28, 2021 16:09:35
  - [Standard Transaction Document Samples](#) - HS HP Upgrade and Service Sample Proposals.pdf - Monday June 28, 2021 15:40:04
  - [Upload Additional Document](#) - Table 2 Certification and Table 14A Additional Info.zip - Tuesday June 29, 2021 10:31:24

**Addenda, Terms and Conditions**

**PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcwell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcwell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcwell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcwell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jeremy Rainwater, VP & GM HVAC and Controls North America, Johnson Controls, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes  No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

| File Name   | I have reviewed the below addendum and attachments (if applicable) | Pages |
|---|--|-------|
| <b>Addendum_4_HVAC_Systems_Services_RFP_070121</b><br>Tue June 22 2021 04:10 PM | <input checked="" type="checkbox"/>                                | 1     |
| <b>Addendum_3_HVAC_Systems_Services_RFP_070121</b><br>Wed May 26 2021 04:55 PM  | <input checked="" type="checkbox"/>                                | 1     |
| <b>Addendum_2_HVAC_Systems_Services_RFP_070121</b><br>Tue May 18 2021 03:45 PM  | <input checked="" type="checkbox"/>                                | 1     |
| <b>Addendum_1_HVAC_Systems_Services_RFP_070121</b><br>Mon May 17 2021 01:50 PM  | <input checked="" type="checkbox"/>                                | 1     |

## **AGREEMENT**

THIS AGREEMENT IS MADE AND ENTERED INTO THIS 30<sup>th</sup> DAY OF September, 2022, by and between the Sacramento City Unified School District ("District") and Johnson Controls, Inc. or "JCI" ("Contractor") ("Agreement").

**WITNESSETH:** That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

- 1. The Work:** Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

**PROJECT: METASYS (HVAC CONTROL UPGRADE) AT LUTHER BURBANK**

It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents including, without limitation, the Drawings and Specifications and submission of all documents required to secure funding or by the Division of the State Architect for close-out of the Project, under the direction and supervision of, and subject to the approval of, the District or its authorized representative.

- 2. The Contract Documents:** The complete Contract consists of all Contract Documents as defined in the General Conditions, the JCI Rider to Installation Agreement dated June 15, 2022 ("Rider"), and the Memorandum of Understanding between JCI and the District dated February 28, 2022 ("MOU") all of which are incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
- 3. Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 18 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.
- 4. Time for Completion:** It is hereby understood and agreed that the work under this contract shall be completed within per the Project Schedule "HVAC Metasys Upgrades Inc 1 Phase 2 Various Schools" ("Contract Time") from the date specified in the District's Notice to Proceed.

**5. Completion-Extension of Time:** Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.

**6. Liquidated Damages:** Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of Five Hundred dollars (\$500) per day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work. It is hereby understood and agreed that this amount is not a penalty.

In the event that any portion of the liquidated damages is not paid to the District, the District may deduct that amount from any money due or that may become due the Contractor under this Agreement. The District's right to assess liquidated damages is as indicated herein and in the General Conditions.

The time during which the Contract is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the District may grant. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

**7. Loss Or Damage:** The District and its authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold the District and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.

**8. Insurance and Bonds:** Before commencing the Work, Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.

**9. Prosecution of Work:** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

**10. Authority of Architect, Project Inspector, and DSA:** Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), and the Division of the State Architect have authority to approve and/or stop Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the

California Code of Regulations, and all applicable laws. The Contractor shall be liable for any delay caused by its non-compliant Work.

- 11. Assignment of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
- 12. Classification of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type C-20 Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
- 13. Registration as Public Works Contractor:** The Contractor and all Subcontractors currently are registered as public works contractors with the Department of Industrial Relations, State of California, in accordance with Labor Code section 1771.4.
- 14. Payment of Prevailing Wages:** The Contractor and all Subcontractors shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.
- 15. Labor Compliance:** This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and Title 8 of the California Code of Regulations. Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of Division 2, Part 7, Chapter 1, of the Labor Code, including, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate electronic certified payroll records as required by the Contract Documents, or the District may not issue payment.
- 16. Contract Price:** In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

**One Million Seven Hundred Fifty-Two Thousand Seven Hundred Forty-One and 27/100 Dollars (\$1,752,741.27)**

which sum is to be deducted from the V-Pac Credit [OR] applied toward the V-Pac Balance described in the MOU, according to the schedule provided by the Contractor and accepted by the District and subject to additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s).

- 17. Severability:** If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

**JOHNSON CONTROLS, INC.**

**SACRAMENTO CITY UNIFIED  
SCHOOL DISTRICT**

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By: *Rahvie Pagely*  
Title: California HVAC Area Installation Manager  
Date: Oct. 24, 2022

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By: Rose Ramos  
Title: Chief Business Officer  
Date: \_\_\_\_\_

NOTE: If the party executing this Contract is a corporation, a certified copy of the by-laws, or of the resolution of the Board of Directors, authorizing the officers of said corporation to execute the Contract and the bonds required thereby must be attached hereto.

END OF DOCUMENT



**Johnson Controls  
Rider to Installation Agreement**

This Rider is made as of **October 12, 2022** by and between **Johnson Controls, Inc.** ("Johnson Controls") and Sacramento City Unified School District ("Customer") and amends the Metasys (HVAC Control Upgrade) at Luther Burbank High School (the "Agreement"). This Rider is effective as of the date of last signature below. The provisions of this Rider supersede and replace any other agreement or agreements between Johnson Controls and Customer with respect to the subject matters covered by this Rider and constitutes the entire agreement of the parties on the subject matter hereof.

- 1. **Indemnity.** Section 14.2.1 of the General Conditions only, shall be replaced with the following: Johnson Controls agrees to indemnify Customer, its board members, officers, representatives, contractors, agents, and employees, in both individual and official capacities for all damages, losses and expenses with respect to any third-party claims, including those for personal injury, including death, or tangible property damage but only to the extent such damages, losses and expenses are caused by the negligent acts or willful misconduct of Johnson Controls in fulfilling its obligations under this agreement. In the event Johnson Controls is obligated to indemnify Customer as set forth above, Johnson Controls has the right but not the obligation to defend Customer against third-party claims. If Johnson Controls elects to undertake such defense, then Johnson Controls shall have exclusive control over the defense.
  
- 2. **Waiver of Consequential Damages.** **IN NO EVENT, WHETHER IN CONTRACT, TORT OR OTHERWISE (INCLUDING BREACH OF WARRANTY, NEGLIGENCE, PRODUCT LIABILITY AND STRICT LIABILITY IN TORT), WILL JOHNSON CONTROLS AND ITS AFFILIATES AND THEIR RESPECTIVE PERSONNEL, SUPPLIERS AND VENDORS BE LIABLE TO CUSTOMER (DIRECTLY OR INDIRECTLY) UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY ARISING FROM, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR ANY: (A) SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES (WITH LIQUIDATED DAMAGES NOT BEING WAIVED BY THIS PARAGRAPH); (B) LOST PROFITS, REVENUES, DATA, CUSTOMER OPPORTUNITIES, BUSINESS, ANTICIPATED SAVINGS, OR GOODWILL; (C) BUSINESS INTERRUPTION; OR (D) DATA LOSS OR OTHER LOSSES ARISING FROM VIRUSES, RANSOMWARE, CYBERATTACKS OR FAILURES OR INTERRUPTIONS TO NETWORK SYSTEMS.**
  
- 3. **Insurance.** Johnson Controls shall maintain insurance to cover its proportionate share of liability in amounts set forth below in full force and effect at all times until the (a) obligations under the Agreement have been completed or (b) the Agreement is cancelled or terminated, and shall provide a certificate evidencing such coverage promptly following a Customer's request.

| <u>COVERAGES</u>                             | <u>LIMITS OF LIABILITY</u>                          |
|--|---|
| Workmen's Compensation Insurance             | Statutory   |
| Commercial General Liability Insurance       | \$1,000,000 Per Occurrence<br>\$2,000,000 Aggregate |
| Comprehensive Automobile Liability Insurance | \$1,000,000 Combined Single Limit                   |

The above limits may be obtained through primary and excess policies and may be subject to self-insured retentions.

Any insurance protection afforded to the Customer under this policy will be limited to the terms of the certificate of insurance and/or endorsement and will not expand upon, alter, supplant, or supersede Johnson Controls' contractual obligations hereunder including any indemnification obligations. The amount payable under the policy will be the lesser of the amount required by the contract and the limits provided by the policy.

Customer shall maintain all insurance coverage that 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.

- 4. **Payment.** All undisputed amounts 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 disputed amounts are due and payable upon resolution. All other amounts remain due within thirty (30) days. Work performed on a time and material basis shall be at Johnson Controls' then-prevailing rate for material, labor, and related items, in effect at the time supplied under this Agreement. Johnson Controls shall invoice Customer for progress payments to 100% percent based upon equipment delivered or stored, and services performed. In the event project duration exceeds one month, Johnson Controls reserves the right to submit partial invoices for progress payments for work completed at the project site. Customer agrees to pay any progress invoices in accordance with the payment terms set forth herein. Customer's



failure to make payment when due is a material breach of this Agreement and will give Johnson Controls, without prejudice to any other right or remedy, the right to (a) stop performing any Services and/or withhold further deliveries of Equipment and other materials; terminate or suspend any unpaid software licenses; and/or terminate this Agreement; and (b) charge Customer interest on the amounts unpaid at a rate equal to the lesser of 1.5% per month or the maximum rate permitted under applicable law, until payment is made in full. Customer agrees to pay all of Johnson Controls reasonable collection costs, including legal fees and expenses. Customer agrees to pay a deposit equal to 30% of the project sell price (pre-tax) prior to Johnson Controls providing any labor or materials on the project.

5. **Force Majeure.** Johnson Controls shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to perform under this Agreement, caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is an event beyond the reasonable control of Johnson Controls, foreseeable or unforeseeable, including, without limitation, acts of God, severe weather, declared or undeclared natural disasters, acts or omissions of any governmental authority including change in applicable law, epidemics, pandemics, disease, viruses, quarantines or other public health risks and/or responses, strikes, lock-outs, labor shortages or disputes, an increase of 5% or more in tariffs, fires, explosions or other casualties, thefts, vandalism, civil disturbances, riots, war, terrorism, power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation. If Johnson Controls' performance is delayed, impacted, or prevented by a Force Majeure Event or, its continued effects, Johnson Controls shall be excused from performance under the Agreement. If Johnson Controls is delayed in achieving any scheduled milestones due to a Force Majeure Event, Johnson Controls will be entitled to extend such milestones by the amount of time Johnson Controls was delayed as a result of such event.

Sacramento City Unified School District

Johnson Controls, Inc.

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

Signature: *Rahvie Pagely*

By: Rose Ramos

By: Rahvie Pagely

Title: CBO

Title: California HVAC Area Installation Manager

September 13, 2022

**Attention:** Mike Taxara at SCUSD

**Subject:** SCUSD – Metasys Upgrades Luther Burbank

Johnson Controls is pleased to provide the following proposal:

**This scope of work is based on the following bidding documents:**

- Plans: None
- Spec: None
- Job walks with SCUSD and KMM
- Metasys Print Outs provided by Alex at SCUSD
- No formal criteria docs were given, the scope below is JCI's understanding of the verbal discussions and is the limit of what JCI will perform.
- Counts are as confirmed during the job walks, changes in counts as discovered during work/engineering will be considered change orders

The majority of this high school is roof mounted equipment and therefore work can follow the same MOP as outlined below with work happening during the school year.

**Method of Procedure:**

The goal of this scope of work is to remove and replace the dysfunctional KMC and Allerton control systems at the sites shown below in a like for like manner. We aim to do this a little impact to school function as possible. This will require a combination of normal hours and off hours work. JCI will build the Metasys system in parallel with the existing systems performing as much of the wiring, programming, commissioning as possible prior to "cut over" where we will start to take actual control of the mechanical systems piece by piece.

Preliminary Engineering – Per site, JCI will generate a set of controls submittal documents that outline the points, material, terminations diagrams and sequence of operation (including economizer control) for each piece of equipment. JCI will identify mounting locations for the field controllers and the location of the JCI engine and the proposed trunk routing (which may mean having the SNE in the middle of trunk vs the end of line). JCI will include a preliminary schedule for each site. JCI will include a graphics and MUI submittal. This will require site walks by JCI and our subs. Prior to beginning any work or ordering any material – JCI will review these documents with SCUSD, and upon SCUSD approval these submittals will become the formal scope of work document to be referred too.

The first step will be building the Metasys BACnet network on each campus. During normal hours (where allowable) JCI will install a new Network Engine for each site – connect it to power and SCUSD Network. We will then run conduit/rigid on the exterior of the buildings to each piece of roof mounted or grade mounted rooftop equipment. JCI will re-use existing pathways as allowable.

The second step will be preparing each piece of mechanical equipment for cut over. JCI will install during normal hours (as allowable) a new enclosure with a JCI controller in it. JCI will power this controller using the existing 24V power source assumed available on the RTU equipment. JCI will install the various SCUSD required monitoring sensors on the unit, connect them to the JCI controller. JCI will prep the controller to land at the manufacture terminal strip for control of heating, cooling and fan – but not perform the actual termination work until cut over.

The third step will be a pre-functional test of the network. Having the engine installed, controllers powered up and connected to the engine – JCI will download controllers and perform check out of the monitoring sensors that we can. JCI will check bus integrity and proper controls communication with the head end. JCI will also perform the

head end work – generating the user views, graphics and MUI configurations for the sites. At this point the system will be “online” but a lot of the points will be “offline” as they will exist in the software – but will not exist in reality as we have not performed cut over yet. The goal of this step is to have everything ready such that when the terminal point does get connected during that cut over – it will “know where to go” in the software and the ??? question marks will turn to actual data with values as measured by sensors in the space.

The 4<sup>th</sup> step will be the cut over step. This work will be performed off hours and is the moment JCI will disconnect existing control and bring full control to Metasys. JCI will perform work in the class room and administrative spaces, installing zone temperature sensors, zone CO2 sensors, terminating at the thermostat interface on the RTU and taking over control of the economizer (where applicable). Once everything is now connected, and terminations verified – JCI will perform another functional test of the unit commanding heating, cooling, fan and visually confirming the RTU receives and responds to these commands. JCI will confirm the user interface, graphics and MUI get populated with the now connected data. JCI will also confirm the SCUSD specialty sequences (Auto Demand Response, Smoke Mode, Virus Mode) on a global basis – commanding the site into the various mode, but only visually inspecting a handful of units. This step will take multiple evenings and weekends with JCI performing as many of the cutovers as we can in a workday. JCI will cut over units and ensure they are functional by 7am the following day or by 7am Monday for work performed over the weekend.

In the event that a unit fails its functional test, JCI will reconnect the existing controls infrastructure as it was, diagnose and retry at a later time.

Step 5 will be demolition of the existing system. Once the entire campus is complete. JCI will perform demolition of the existing controls system. JCI will remove all wire associated with the existing system, demo all controllers, sensors, enclosures, power supplies and crate them for delivery to the owner. Work exterior to the building will be normal hours and work interior to the building will be off hours. The only thing that will remain of the old system is the pathway that connected it.

Customer Checkout – The final step will be walking the site with SCUSD and performing a customer checkout of the system. It will also include sitting with the district at the head end and reviewing the user interface, graphics and MUI configuration. The customer at this point will have an opportunity to challenge, test, explore, as questions on the installation generating a punch list. JCI will remediate any of these punch list items and after completion of the, the warranty period will begin.

Post Engineering – JCI will provide a set of as builts with final trunk mapping to the customer to serve as record documents for SCUSD. This as builts will include a copy of the completed punch list.

Warranty – JCI warrants our work for a period of 1 year labor and 3 years material. Material warranty begins at time of manufacture (date code as published on the JCI controller).

*This information is confidential between JCI and SCUSD and not to be shared outside of these negotiations. They represent the intellectual property of JCI engineering the approach to the task at hand.*

#### **Method of Procedure – Summer work (If applicable)**

JCI intends to complete some of the sites during the summer. We would like to reserve this for the more complex sites such as high schools with larger footprints and more complex HVAC systems. Seeing there will be no students during the summer – the goal to have units back online by 7am is no longer a requirement. As such – JCI will follow a traditional construction process starting with complete demo of the existing system, installation of the new system leveraging existing pathway as deemed appropriate (JCI will still pull brand new cable) and ending with



programming, functional testing and commissioning of the system. All pre/post engineering activities will remain the same. All customer checkout/warranty will remain the same. The actual sites to be performed over the summer will be determined per the KMM schedule as verified by JCI.

| Qty | Description  |
|-----|--|
| 1   | Site Engineering to generate<br>-Controls submittals with drawings, points lists, SOO's, controller locations, proposed trunk mapping<br>-Identify any asbestos concerns<br>-Confirm quantity of economizers JCI will take over<br>-Confirm if pathway exists to portables<br>-Generate as-built submittals for SCUSD record |
| 1   | Coordination meeting with customer for review of JCI submittals to confirm scope of work   |
| 1   | Site walk with customer after completion to generate punch list  |
| 1   | SCUSD custom sequences<br>-Virus Mode<br>-Smoke Mode<br>-Auto DR<br>-Optimized start/stop<br>-FDD on all economizers taken over by JCI<br>-SCUSD Custom PID Loop   |
| 1   | Outside air temperature sensor for site  |

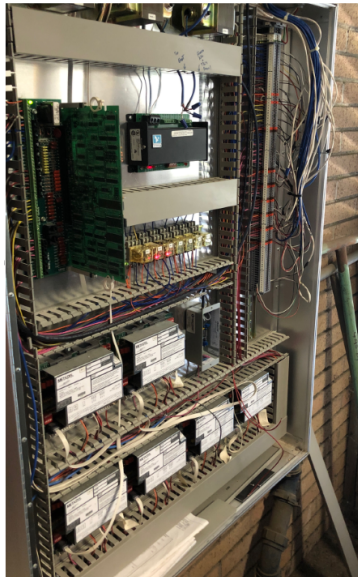
## Performing Arts Center, CUP + First Floor of A Building

|   |  |
|---|--|
| 1 | New Network Automation Engine Installed in CUP – SNE2200<br>-Requires IP address provided by SCUSD<br>-Engine will be installed in middle of trunk for ease of installation  |
| 1 | Demo and safe off of (e) controls material that remains. Removal and disposal of devices getting replaced. Controllers to be returned to SCUSD. Sensors/Actuators to be disposed   |
| 1 | Abandon in place pneumatic control panels/HOA's etc existing in CUP  |
| 1 | Chiller Chilled water system control<br>-New controller (CGM style) mounted in existing enclosure<br>-(2) Chillers enable, status, alarm – hardwire – excludes integration to chiller controller<br>-(2) CHW Pumps command, status, and amperage (P14 and 15)<br>-CHW Supply temp at each chiller (2)<br>-Supply and return isolation valve – new valve actuator installed on existing pneumatic valve to convert to DDC – 4 total valves, 2 on each of 2 chillers<br>-Supply and return water temperature |

- 1 Cooling tower system control
  - New controller (CGM style) mounted in existing enclosure
  - (2) Tower command, status, alarm
  - (1) Tower pump command, status, alarm, amperage (P17)
  - New strap on tower supply temp per tower (2)
  - Control of (e) 3 way control valve – New actuator to retrofit onto existing valve
  - New strap on condenser water return water temperature
  
- 1 Refrigerant monitoring system/Interlock with EF-9G
  - New BACnet refer monitor system – Integrate into Metasys
  - Re-use existing pathway – install new sniffers
  - (2) Horn strobe (new) one inside and one outside
  - Command/status/alarm on EF-9G when needed for purge
  - Alarm at OWS
  
- 1 Chiller shutdown switch – located in chiller room
- 1 Fan purge switch
  - Will override EF-9G operation for period of 1 hour to cycle air
  
- 1 Hot water system control
  - New controller (CGM) in existing enclosure
  - (1) Boiler enable, status, alarm, pilot valve position (AI) and gas valve position (AI) and firing rate (AI)
  - HW Supply and return temp
  - Hot water supply and return isolation valve - new valve actuator installed on existing pneumatic valve to convert to DDC (total of 2 valves)
  - Flue temperature of boiler
  - Control of (e) 3 way control valve via new DDC actuator installed on (e) pneumatic actuator
  - Circulating pump command/status
  
- 2 “Secondary” loop pump control – *excludes Music Building, Auditorium and admin remain*
  - System is a switch over system, hot water and chilled water run through the same pipe to AHU’s
  - 3xPump command, status, speed, amperage
  - Constant speed pumps (P11 and 12)
  - Control of (e) 3 way control valve new valve actuator installed on existing pneumatic valve to convert to DDC– this is mixing or bypass valve from return to supply
  - Control of 4 existing 2 way control valve new valve actuator installed on existing pneumatic valve to convert to DDC– CHW/HW Supply and return
  
- 1 Auditorium AC-9A Control
  - New controller and enclosure (CGM style)
  - Supply fan command, status
  - New Actuators for (e) Control dampers. Return Air and Outside Air and Exhaust Air
  - 2 command/status of exhaust fans
  - New control valve to replace (e) 3 way switch over valve.
  - Discharge air temperature
  - Return air temperature and CO2
  - Filter status (DP Sensor)
  - Coil pump command and status

- 1 Auditorium AC-9B Control
  - New controller and enclosure (CGM style)
  - Supply fan command, status
  - New Actuators for (e) Control dampers. Return Air and Outside Air and Exhaust Air
  - 2 command/status of exhaust fans
  - New control valve to replace (e) 3 way switch over valve.
  - Discharge air temperature
  - Return air temperature and CO2
  - Filter status (DP Sensor)
  - Coil pump command and status
  - Discharge Air Temperature
  - New actuators for 3 zone dampers at AHU
  
- 4 Auditorium Zone temperature sensors
  - Will average for zone temp control
- 4 Auditorium Zone CO2 Sensors
  
- 1 Auditorium/Stage AC-9C Control
  - New controller and enclosure (CGM style)
  - Supply fan command, status
  - New Actuators for (e) Control dampers. Return Air and Outside Air and Exhaust Air
  - Command/status of exhaust fans
  - New control valve to replace (e) 3 way switch over valve.
  - Discharge air temperature
  - Return air temperature and CO2
  - Filter status (DP Sensor)
  - Coil pump command and status
  - Discharge Air Temperature
  - New actuators for 2 zone dampers at AHU
  
- 2 Zone temperature sensor for stage
- 2 Zone CO2 sensor for stage
  
- 1 Ticket Booth AC-9D Control
  - New controller and enclosure (CGM style)
  - Supply fan command, status
  - New control valve to replace (e) 3 way switch over valve.
  - Discharge air temperature
  
- 1 Zone temperature sensor
- 1 Zone CO2 sensor
  
- 1 Control of First Floor A Wing AHU – Multizone Unit serving all of 1<sup>st</sup> floor
  - This is a 6 zone unit (there are 6 UNT's in the AHU control panel, confirmed in Metasys)
  - New CGM controller to replace AHU control board – re-use existing enclosure and power supplies
  - Re-use various sensors already installed on unit
  - New actuator for (e) water control valve
  - Re-use control cabling connecting controller to VFD's located in electrical room across hall. Excludes BACnet integration to VFD's

- 1 Interlock to DX Condensing unit on roof that serves 1<sup>st</sup> floor AHU
  - Compressor amperage
  - Command cooling/heating
  
- 6 Zone temperature sensor
- 6 Zone CO2 sensor
- 6 Zone damper actuators



1<sup>st</sup> Floor A Building AHU Control Panel



## All Package Rooftop Equipment on Site

2<sup>nd</sup> floor of A Building, Kitchen, Cafeteria, Library, Music, Pool/Locker, Classrooms

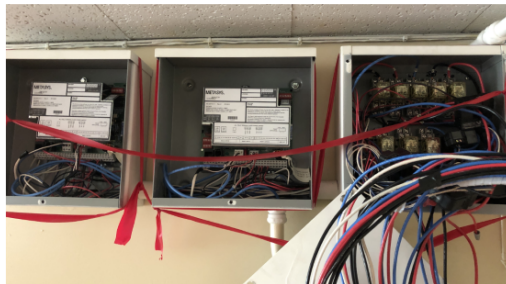
- 1 New Network Automation Engine Installed in Library – SNE2200
  - Requires IP address provided by SCUSD
  - Engine will be installed in middle of trunk for ease of installation

*\*JCI estimating a 2<sup>nd</sup> engine for this site for length of trunk considerations, object considerations. Max trunk length is 4,000 to 5,000 ft. Using google maps with no consideration for height and proper 90deg routing – I measure 3,764ft for the single worst-case trunk. This should be well exceeded and exceed the length limits, even with a repeater (gets you up to 5,000ft on a single segment)*



- 104 Control of package rooftop equipment
  - New NEMA 3R Enclosure with CGM mounted inside
  - Interlock to unit terminal strip to command heat, cool, fan
  - Discharge air temperature
  - Return air temperature
  - Compressor Amperage sensor
  - Fan amperage sensor
  - New damper actuator for (e) Outside Air damper with damper feedback
  - Zone Temperature Sensor – SA Bus
  - Zone CO2 sensor – SA Bus
- 3 Control of Heat Vent MAU's in Boys Locker, Girls Lock and Room G-11
  - Fan command
  - Fan Amperage
  - Heating command
  - Discharge air temperature
  - Zone Temperature Sensor – SA Bus
  - Zone CO2 sensor – SA Bus

- 1 Control of Fan Coil in Burbank Room
  - Assuming this is some sort of split system furnace? To be verified in field
  - New NEMA 3R Enclosure with CGM mounted inside
  - Interlock to unit terminal strip to command heat, cool, fan
  - Discharge air temperature
  - Return air temperature
  - Compressor Amperage sensor
  - Fan amperage sensor
  - New damper actuator for (e) Outside Air damper with damper feedback
  - Zone Temperature Sensor – SA Bus
  - Zone CO2 sensor – SA Bus
  
- 2 Control of Library Zones with new CVM controller
  - New CVM controller on existing VAV box
  - EXCLUDES water control valve – served by package DX unit with gas heat
  - DPT and damper actuator
  - Discharge air temperature
  - Zone Temperature Sensor – SA Bus
  - Zone CO2 sensor – SA Bus
  
- 1 Control of bypass damper
  - Assumed library package unit is constant volume and has a bypass damper as zone dampers close down
  - CVM controller with actuator
  
- 5 Control of Exhaust fans
  - Command, status
  - New controller and enclosure to replace (e) UNT and enclosure
  - This is probably the replacement of the Panel discovered on the 2<sup>nd</sup> floor of the A wing



*Believed EF Panel on 2<sup>nd</sup> floor of A wing that will get replaced*

## Convert Wireless to Wired with Loytec Gateway

All portables

- 3 Loytech BACnet IP gateways
  - Requires 120V
  - Requires IP connection and IP Address
  - Will plan on installing in the portable that contains the black IDF box
  - Will connect North and East group of portables using pathway connecting pods of 5 class rooms each

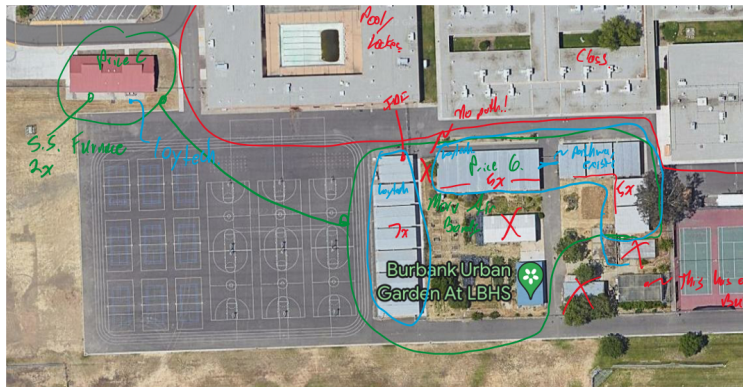


Image of Loytec Zones in Blue

- 19 Control of BARD Units
  - New NEMA 3R Enclosure with CGM mounted inside
  - Interlock to unit terminal strip to command heat, cool, fan
  - Discharge air temperature
  - Return air temperature
  - Compressor Amperage sensor
  - Fan amperage sensor
  - New damper actuator for (e) Outside Air damper with damper feedback
  - Zone Temperature Sensor – SA Bus
  - Zone CO2 sensor – SA Bus

**PURCHASE PRICE – CUP, Auditorium, First Floor A Wing: .....\$325,922.12**

**PURCHASE PRICE All RTU's: .....\$1,212,089**

**PURCHASE PRICE Wireless to Wired: .....\$214,729.99**

## Clarifications/Exclusions/Terms and Conditions

### Clarifications:

1. All work outside of the classroom will be done normal hours
  - a. Inclusive of work on roof, work in telecom/electrical rooms, work in exterior hallways.
2. All work inside the classroom will be done off hours
3. During the scope of work – SCUSD will be required to interface to 2 systems to control a site as we incrementally cut over equipment to Metasys
4. Rigid on roof – EMT conduit elsewhere – plenum rated where concealed
5. New pathway in the classroom will be surface mount wire mold – Plastic 2300 mechanically fastened. New back boxes for sensors will be plastic surface mount.
6. JCI will provide NEW WIRE for all devices. JCI will not leverage existing wire, only existing pathway.
7. JCI will Stop Work when we encounter any Asbestos on the site. Asbestos remediation is by others. JCI will not resume work until asbestos has been abated. This is per JCI safety policy.
8. JCI will take over economizer control with a new JCI actuator as feasible. During site engineering, if discovered that spaces are too cramped for a new actuator – JCI will make it known to the district and provide a credit to remove that from the SOW or ADD to perform the mechanical work required to take control of the OA damper.
9. Temperature Sensors to be NSB8BTN141-0 – white, warm cool adjust, no display, no occupancy, no JCI logo
10. Separate CO2 sensors to be NSB8BNC041-0 – white, CO2 only, no display, no JCI logo
11. JCI will provide 120V power insofar as to power network engine only
12. JCI will provide network cable insofar as to connect network engine to the telecom room only
13. Upon further review – a TEC option for the project is more expensive and not recommended. The TEC option requires more after hours work and significantly decreases the amount of pre-commissioning JCI can perform as TEC will not be able to come online prior to step 4. While there is a material savings, the net increase in afterhours labor for TEC installation and commissioning negates and overcomes any material savings. Furthermore, the TEC does not future proof the district for any custom programming they may need in the future and have required in the past.
14. **Priced per Sourcewell (Formerly NJPA) Contract #031517-JHN**
15. Per communication from Mike – all equipment enclosures are NEMA 3R with lockable key, whether indoor or outdoor. This however does NOT apply to the SNE panel or network equipment panels (Loytech) – these will be the JCI standard panels which are NEMA 1. JCI expects most controllers will be installed outdoors on equipment.
16. The counts noted on this proposal is the finite number of units JCI will take control over. If fewer or additional units are discovered during engineering walks – the district that their discretion can add/remove units to the scope via change order.

### Exclusions:

1. Any and all 120V wiring outside of powering the engine
2. Any and all door status or window status monitoring
3. Any and all occupancy sensors – programming occupied standby mode
4. Installing CO2 sensors 5ft from operable doors/windows.
5. Updating any of the controls system to meet current code – JCI's understanding is this is a maintenance project removing and replacing aging/dysfunctional systems with a new Metasys system – Like for Like
6. Professional engineering services to confirm sites comply with current code. JCI does not have stamped PE's on staff and cannot offer this service
7. JCI excludes upgrading/changing/enhancing any existing pathway we may use in our work.



8. Work with 3<sup>rd</sup> party commissioning agents
9. Customer training. SCUSD is an experienced user and we don't not feel any training is required.
10. Mechanical upgrades – JCI excludes doing any mechanical work. All mechanical equipment is assumed to be functioning. This includes repairing dampers, replacing economizers, changing unit controllers, swapping out compressors etc.
11. Taking control of kitchen hoods
12. CO2 display in the space
13. Temperature display in the space
14. Relocating CO2 sensors, they will be placed either right next to or right below the (e) temperature sensors.
15. Providing new network or power infrastructure (switches, breakers etc).
16. Indicator light to alert if CO2 in the space is over a certain value
17. All work in Stadium

Thank You! As always call with any comments, questions or concerns.

*Quote valid for 30 days*

Zac Dillow

HVAC Systems Sales Engineer – Johnson Controls  
925-719-7785 (mobile)  
Zachary.j.dillow@jci.com

**CUSTOMER APPROVAL:**

Total Price: \_\_\_\_\_

Customer Name: \_\_\_\_\_

Company: \_\_\_\_\_

Signature (\*) \_\_\_\_\_

Date: \_\_\_\_\_

\* By signing this proposal, you agree to purchase the bill of material as described in this proposal document, pursuant to the attached standard terms and conditions and for the Total Price documented on the above line.

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Building Efficiency, Branch 110  
103 Woodmere Rd Suite #110, Folsom CA 95630  
Tel 916 294-8800 Fax 916 294-8889

DIR: 100000593  
CL#: 22445



## Standard Terms and Conditions

**(1) AGREEMENT AND LIMITATIONS.** This document (the "Agreement") sets forth the terms and conditions of any sale by Seller of the specified product, equipment or services indicated on the reverse side hereof or attachment and is expressly made conditional on the assent of Buyer (hereinafter "Buyer") to these Standard Terms and Conditions. Buyer's acceptance of any part of the product, equipment or services sold or Buyer's instructions to Seller to begin work or to ship any product or equipment after receipt of these Standards Terms and Conditions shall constitute such assent, and a waiver of all terms and conditions in its purchase order or similar document which are different from or additional to those set forth herein. Seller's failure to object to provisions contained in any communication from Buyer shall not be deemed a waiver of these Standard Terms and Conditions. References to "products" or "equipment" herein shall mean the product and equipment to be furnished by Seller as identified on the applicable Seller Quotation. These Standard Terms and Conditions may be modified or rescinded only by a writing signed by authorized representatives of both Seller and Buyer.

**(2) TERMINATION OR MODIFICATION.** Accepted orders may be cancelled or modified by Buyer only with Seller's express written consent. If cancellation or modification is allowed, Buyer agrees to pay to Seller all expenses incurred and damage sustained by Seller on account of such cancellation or modification, plus a reasonable profit.

**(3) PRICE, SHIPMENT, AND PAYMENT.** Prices on accepted orders are firm for a period of 90 days from date of acceptance. Prices for products may be adjusted by Seller, upon notice to Buyer at any time prior to shipment, to reflect any increase in Seller's cost of raw materials (e.g., steel, aluminum) incurred by Seller after issuance of Seller's applicable proposal or quotation. Price and delivery is F.O.B. point of manufacture, unless otherwise provided. Unless otherwise agreed to in writing by Seller, all payments are due net thirty (30) days from the date of invoice. Seller may, at its sole option, have the right to make any delivery under this Agreement payable on a cash or payment guarantee before-shipment basis. In the case of export sales, unless otherwise agreed to in writing by Seller, all payments are to be by means of a confirmed irrevocable letter of credit. Invoicing disputes must be identified in writing within 21 days of the date of invoice. Payments of any disputed amounts are due and payable upon resolution. All other amounts remain due within 30 days. In the event of Buyer's default, the balance of any outstanding amounts will be immediately due and payable. Failure to make payments when due will give Seller, without prejudice to any other right or remedy, the right to: (i) stop performing any services, withhold deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or terminate this Agreement; and (ii) charge Buyer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. Shipments to Buyer with outstanding invoices unpaid after thirty (30) days will be suspended until all overdue invoices are paid or be made on a cash-in-advance basis only, in Seller's sole discretion.

**(4) DEPOSIT.** Buyer agrees to pay a deposit equal to 50% of the sell price (pre-tax) prior to Seller performing work. Seller will generate an invoice for the 50% deposit within three business days after Seller's receipt of a written agreement or order from Buyer. Seller will not commence work until receipt of the deposit.

**(5) TAXES.** All prices exclude federal, harmonized, state/provincial and local use, sales or similar applicable taxes. Such taxes, if applicable, will appear as separate items on the invoice unless Buyer provides a tax exemption certificate that is acceptable to taxing authorities.

**(6) DELIVERY.** The delivery date(s) provided by Seller for the product and equipment is only an estimate and is based upon prompt receipt of all necessary information from Buyer. The delivery date(s) is subject to and shall be extended by delays caused by strikes, fires, accidents, shortages of labor or materials, embargoes, or delays in transportation, compliance with government agency or official requests, or any other similar or dissimilar cause beyond the reasonable control of Seller. FAILURE TO DELIVER WITHIN THE TIME ESTIMATED SHALL NOT BE A MATERIAL BREACH OF CONTRACT ON SELLER'S PART. If Buyer causes Seller to delay shipment or completion of the product or equipment, Seller shall be entitled to any and all extra cost and expenses resulting from such delay.

**(7) LIMITED WARRANTY.** Seller warrants that the product and equipment furnished by Seller under this Agreement will be of good quality and that the services provided by Seller will be provided in a good and workmanlike manner for a period of twelve (12) months from initial product startup, or eighteen (18) months from product shipment, whichever occurs first (the "Warranty Period") unless such Warranty Period is modified by Seller's proposal. Alongside this limited warranty, for all new York™ air or water-cooled chillers and/or Metasys™ building automation systems installed in the US and Canada and sold through Seller owned and operated branches, Seller also provides a Year One Service Agreement for such equipment, the scope, limitations, terms and conditions of which are at <https://www.johnsoncontrols.com/yearoneservice> (collectively, "Year One Service"). Seller will not provide a credit against purchase price if offered Year One Service is declined. No warranty is provided for third-party products and equipment installed or furnished by Seller. Such products and equipment are provided with the third-party manufacturer's warranty to the extent available, and Seller will transfer the benefits together with all limitations of that manufacturer's warranty to Buyer. This warranty does not cover failures caused in whole or in part by (i) improper installation or maintenance performed by anyone other than Seller; (ii) improper use or application; (iii) corrosion; (iv) normal deterioration; (v) operation beyond rated capacity; (vi) the use of replacement parts or lubricants which do not meet or exceed Seller's specifications, or (vii) if Seller's serial numbers or warranty date decals have been removed or altered. To qualify for warranty consideration for products or equipment, at the earlier of the Buyer's discovery of the defect or the time at which the Buyer should have discovered the defect; Buyer must immediately notify Seller in writing for instructions on warranty procedures. Seller's sole obligation for defective services shall be to repair or to replace defective parts or to properly redo defective services. All replaced equipment becomes Seller's property. **THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHICH ARE HEREBY DISCLAIMED. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** Seller makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity or will detect the presence of, or eliminate, treat, or mitigate the spread, transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

**(8) INDEMNIFICATION, REMEDIES AND LIMITATIONS OF LIABILITY.** In addition to Paragraph 8 below regarding patents, Buyer agrees that Seller shall be responsible only for such injury, loss, or damage caused by the intentional misconduct or the negligent act or omission of Seller. In the event Buyer claims Seller has breached any of its obligations under the Agreement, whether of warranty or otherwise, Seller may request the return of the goods and tender to Buyer the purchase price theretofore paid by Buyer, and in such event, Seller shall have no further obligation under the Agreement except to refund such purchase price upon redelivery of the goods. If Seller so requests the return of the goods, the goods shall be redelivered to Seller in accordance with Seller's instructions and at Seller's expense. The remedies contained in these Standard Terms and Conditions shall constitute the sole recourse of Buyer against Seller for breach of any of Seller's obligations under the Agreement, whether of warranty or otherwise. **To the maximum extent permitted by law, in no event shall Seller and its affiliates and their respective personnel, suppliers and vendors ("JCI Parties") be liable to Buyer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any: (a) special, indirect, incidental, punitive, or consequential damages; (b) lost profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. In any case, the entire aggregate liability of the JCI Parties under this Agreement for all damages, losses and causes of action, whether in contract, tort (including negligence), or otherwise shall be limited to the purchase price paid by Buyer hereunder.**

**(9) PATENTS.** Seller shall defend, or at its option settle, any action against Buyer brought by a third party to the extent that the action is based upon a claim that the products or equipment provided under the Agreement in the United States infringes any U.S. patents or copyrights 9or in Canada infringes on any Canadian patents or copyrights), or misappropriates any trade secrets of a third party ("Claim"), provided that: (i) Buyer gives Seller prompt written notice of any such Claim, (ii) Buyer gives Seller full authority to defend or settle any such Claim, and (iii) Buyer gives Seller proper and full information and assistance, at Seller's expense (except for Buyer's employees' time) to defend or settle any such Claim. Seller will pay those costs and damages finally awarded against Buyer in the action that are specifically attributable to the claim or those costs and damages agreed to in a monetary settlement of the action. **THE FOREGOING IS IN LIEU OF ANY WARRANTIES OF NON-INFRINGEMENT, WHICH ARE HEREBY DISCLAIMED.** The foregoing obligation of Seller does not apply with respect to products or equipment or portions or components thereof (a) not supplied by Seller, (b) made in whole or in part in accordance to Buyer or owner specifications, (c) which are modified after shipment by Seller, if the alleged infringement related to such modification, (d) combined with other products, processes or materials where the alleged infringement relates to such combination, (e) where Buyer continues allegedly infringing activity after being notified thereof and/or after being informed of modifications that would have avoided the alleged infringement without significant loss of performance or functionality, or (f) where Buyer's use of the product or equipment is incidental to an infringement not resulting primarily from the product or equipment; Buyer will indemnify Seller and its officers, directors, agents, and employees from all damages, settlements, attorneys' fees and expenses related to a claim of infringement, misappropriation, defamation, violation of rights of publicity or privacy excluded from Seller's indemnity obligation herein.

**(10) GOVERNING LAW.** For any goods or work performed in the U.S., the formation and performance of the Agreement shall be governed by the laws of the State of Wisconsin, U.S.A. For any goods or work performed in Canada, the Agreement shall be governed by the laws of Ontario. Other than claims for unpaid contract amounts by Seller, any action for breach of the Agreement or any covenant or warranty must be commenced within one year after the cause of action has accrued unless such provision is not permitted by applicable law.

**(11) DISPUTE RESOLUTION.** Seller shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. The venue for any such arbitration shall be in Milwaukee, Wisconsin for U.S. sales, and Toronto, Ontario for Canadian sales. The arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. In the event the matter is submitted to a court, Seller and Buyer hereby agree to waive their right to trial by jury and covenant that neither of them will request trial by jury in any such litigation. Buyer will pay all of Seller's reasonable collection costs (including legal fees and expenses).



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**(12) SOFTWARE AND DIGITAL SERVICES.** Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Seller's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Seller and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

**(13) PRIVACY. Seller as Processor:** Where Seller factually acts as Processor of Personal Data on behalf of Buyer (as such terms are defined in the DPA) the terms at [www.johnsoncontrols.com/dpa](http://www.johnsoncontrols.com/dpa) ("DPA") shall apply. **Seller as Controller:** Seller will collect, process and transfer certain personal data of Buyer and its personnel related to the business relationship between it and Buyer (for example names, email addresses, telephone numbers) as controller and in accordance with Seller's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Buyer acknowledges Seller's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Buyer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Seller is mandatorily required from Buyer's personnel under applicable law, Buyer warrants and represents that it has obtained such consent.

**(14) CONNECTED EQUIPMENT SERVICES.** Certain equipment sold hereunder includes by default Seller's Connected Equipment Services. Connected Equipment Services is a data-analytics and monitoring Software platform that uses a cellular or network connection to gather equipment performance data to assist Seller in advising Buyer on (and Buyer in better understanding) such equipment's health, performance or potential malfunction. **If Buyer's equipment includes Connected Equipment Services, such services will be on by default and the remote connection will continue to connect to Buyer's Equipment through the full equipment lifecycle, unless Buyer specifically requests in writing that Seller disable the remote connection or Seller discontinues or removes such remote connection.** For more information on whether your particular equipment includes Connected Equipment Services, a subscription to such services and the cost, if any, of such subscription, please see your applicable order, quote, proposal, or purchase documentation or talk to your Seller sales representative. If Buyer's equipment includes Connected Equipment Services, Seller will provide a cellular modem or other gateway device ("Gateway Device") owned by Seller or Buyer will supply a network connection suitable to establish a remote connection with Buyer's applicable equipment to permit Seller to use Connected Equipment Services to perform first-year and extended warranty services as well as other services, including troubleshooting, quarterly health reports, remote diagnostic and monitoring and aftermarket services. For certain subscriptions, Buyer will be able to access equipment information from a mobile or smart device using Connected Equipment Service's mobile or web app. Any Gateway Devices provided hereunder shall remain Seller's property, and Seller may upon reasonable notice access and remove such Gateway Device and discontinue services in accordance with the Software Terms. If Buyer does not permit Seller to connect via a connection validated by Seller for the equipment or the connection is disconnected by Buyer, and a service representative must therefore be dispatched to the Buyer site, then the Buyer will pay Seller at Seller's then-current standard applicable contract regular time and/or overtime rate for services performed by the service representative. Seller disclaims any obligation to advise Buyer of any possible equipment error or malfunction. **Buyer acknowledges that, while Connected Equipment Services generally improve equipment performance and services, Connected Equipment Services does not prevent all potential malfunction, insure against all loss or guarantee a certain level of performance and that Seller shall not be responsible for any injury, loss, or damage caused by any act or omission of Seller related to or arising from the monitoring of the equipment under Connected Equipment Services.**

**(15) MISCELLANEOUS**

**(a) CHANGES OF CONSTRUCTION AND DESIGN:** Seller reserves the right to change or revise the construction and design of the products or equipment purchased by Buyer, without liability or obligation to incorporate such changes to products or equipment ordered by Buyer unless specifically agreed upon in writing reasonably in advance of the delivery date for such products or equipment. Buyer agrees to bear the expense of meeting any changes or modifications in the scope of this Agreement or in local code requirements which become effective after Seller has accepted Buyer's order.

**(b) CHARACTER OF PRODUCT AND SECURITY INTEREST:** The goods delivered by Seller under the terms of the Agreement shall remain personal property and retain its character as such no matter in what manner affixed or attached to any structure or property. Buyer grants Seller a security interest in said goods, any replacement parts and any proceeds thereof until all sums due Seller have been paid to it in cash. This security interest shall secure all indebtedness or obligations of whatsoever nature now or hereafter owing Buyer to Seller. Buyer shall pay all expenses of any nature whatsoever incurred by Seller in connection with said security interest. Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall be subject to the mechanics lien legislation applicable to the location where the work will be performed.

**(c) INSURANCE:** Buyer agrees to insure the goods delivered under the Agreement in an amount at least equal to the purchase price against loss or damage from fire, wind, water or other causes. The insurance policies are to be made payable to Seller and Buyer in accordance with their respective interests, and when issued are to be delivered to Seller and held by it. Failure to take out and maintain such insurance shall entitle Seller to declare the entire purchase price to be immediately due and payable and shall also entitle Seller to recover possession of said goods.

**(d) INSTALLATION:** If installation by the Seller is included within the Seller's Quotation, Buyer shall provide all of the following at its own expense and at all times pertinent to the installation: i) free, dry, and reasonable access to Buyer's premises; and ii) proper foundations, lighting, power, water and storage facilities reasonably required. If any change in the scope of this Agreement or schedule for performance is ordered or directed by the Buyer (or any other party to the installation other than Seller) or any Force Majeure Event causes an increase in the cost or time required for Seller's performance of the work, Buyer shall make an upward equitable adjustment in the contract price or time of performance or both. Seller's additional costs, plus reasonable overhead and profit, shall be paid in full no later than 30 days from completion of such work.

**(e) COMPLIANCE WITH LAWS:** Seller's obligations are subject to the export administration and control laws and regulations of the United States and Canada. Buyer shall comply fully with such applicable laws and regulation in the export, resale or disposition of purchased products or equipment. Quotations or proposals made, and any orders accepted by Seller from a Buyer outside the United States or Canada are with the understanding that the ultimate destination of the products or equipment is the country indicated therein. Diversion of the products or equipment to any other destination contrary to the United States or Canada, as applicable, is prohibited. Accordingly, if the foregoing understanding is incorrect, or if Buyer intends to divert the products or equipment to any other destination, Buyer shall immediately inform Seller of the correct ultimate destination.

**(f) BUYER RESPONSIBILITIES:** Buyer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Seller secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Buyer and/or end user against unauthorized access. Buyer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

**(g) FORCE MAJEURE:** Seller shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Seller to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Seller, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Seller. If Seller's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Seller shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Seller is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Seller will be entitled to extend the relevant completion date by the amount of time that Seller was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Seller's cost to perform the services, Buyer is obligated to reimburse Seller for such increased costs, including, without limitation, costs incurred by Seller for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Seller in connection with the Force Majeure Event.

**(h) ONE-YEAR CLAIMS LIMITATION:** No claim or cause of action, whether known or unknown, shall be brought against Seller more than one year after the claim first arose. Except as provided for herein, Seller's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.



**Memorandum of Understanding Between Johnson Controls Inc. and Sacramento City  
Unified School District – February 28, 2022**

This Memorandum of Understanding (“MOU”) is entered into by Sacramento City Unified School District and Johnson Controls, Inc. (collectively, “the Parties”) as of the date of full execution of the MOU (the “Effective Date”).

1. On or around December 10, 2020, Johnson Controls, Inc. (“JCI”) and Sacramento City Unified School District (“SCUSD”) executed an agreement referencing PO Number P21-01319 (the “Agreement”) whereby JCI agreed to sell and SCUSD agreed to purchase 6000 V-Pac Self-Contained Portable Air Purification Units with UV-C Bulbs (“V-Pacs”), including lamp and filter replacement parts, manufactured by UltraViolet Devices, Inc. (“UVDI”), for use in the school district’s classrooms. The total purchase price, including freight and tax, was \$6,148,125.00.
2. SCUSD financed the V-Pac transaction with relief funding received under the American Rescue Plan (“ARP”). The ARP relief funding was designed to facilitate the SCUSD’s efforts to mitigate the spread of COVID in the classrooms, and to implement appropriate indoor air quality improvements that foster healthy learning and working environments for students and staff.
3. Due to the nature of the order, the Agreement provided that “[o]nce the order is placed at the factory, it cannot be cancelled for any reason.”
4. The Agreement required SCUSD to make a 20% down payment, including tax, of \$1,207,125.00. SCUSD made this payment on December 21, 2020. Between March and May 2021, SCUSD made 3 additional payments totaling \$2,417,227.59.
5. The total amount SCUSD has paid JCI under the Agreement to date is \$3,624,352.59. \$2,523,772.41 of the \$6,148,125.00 purchase price currently remains unpaid.
6. Of the 6,000 V-Pacs purchased by SCUSD under the Agreement, 4,993 were shipped and delivered to SCUSD. However, in May 2021, prior to the shipment of the remaining V-Pacs, SCUSD requested and JCI agreed to halt further shipments due to outstanding questions concerning the value and efficacy of the V-Pacs for classroom use.
7. Given the longstanding partnership between JCI and SCUSD, the Parties worked together to overcome the challenges involved with SCUSD’s implementation of portable air purification technology for its classrooms and find a creative solution to avoid any dispute under the Agreement.
8. The crux of the solution permits SCUSD to return the units without contractual penalty and to repurpose the ARP relief funding on similarly qualifying projects and uses, while at the same time compensating JCI for the substantial negative financial impact JCI will incur downstream in returning all of the V-Pacs to UVDI.

9. Therefore, upon signature of this Memorandum of Understanding (“MOU”), the Parties agree as follows:
- A. JCI will furnish to SCUSD a Credit Memo that provides SCUSD with a credit on its account in the amount of \$3,624,352.59 (“V-Pac Credit”). The terms of the credit memo will entitle SCUSD to apply this amount toward accounts payable to JCI with respect to future healthy building and/or pandemic-related improvements to SCUSD buildings provided by JCI. Such improvements may include, but are not limited to:
    - i. HVAC/Rooftop Unit retrofits and replacements, Economizer upgrade and installations, Metasys upgrades and migrations, installations of classroom CO2 sensors and temperature control devices, UL Safe Trace Audits (IAQ, ventilation verification, and infection control for K-12 school), mechanical services to upgrade and/or retrofit ageing equipment, and/or other healthy-building related projects, including design services of such systems.
    - ii. The cost for such improvements, including but not limited to markup on any subcontract labor, will be consistent with any state or national purchasing agreement, or other public agency agreement JCI is a signatory to, such as Sourcewell (formerly NJPA) contracts and subject to review and approval by SCUSD staff (JCI to provide “open book” pricing for staff review).
  - B. The redemption period for the V-Pac Credit (\$3,624,352.59) will be by September 30, 2022. If the V-Pac Credit is not utilized in full within the redemption period, then JCI’s release of SCUSD is void and JCI may enforce the non-cancellation provision of the Agreement and seek restocking and other downstream costs from SCUSD. For purposes of this section, the definition of “utilized in full” during the redemption period shall refer to the issuance of a new purchase order by SCUSD accepted in writing by JCI or other provision of written assurance agreed to in writing by both parties for any future healthy building and/or pandemic-related improvements described above and shall not be interpreted to require the actual completion of the new project(s) by the redemption date.
  - C. SCUSD agrees to reach an agreement with JCI in writing in which SCUSD shall commit to spending the remaining balance under the original Agreement of \$2,523,772.41 (“V-Pac Balance”) with JCI in connection with one or more future healthy building and/or pandemic-related improvements by September 30, 2022. For any such Projects, SCUSD shall be invoiced by JCI as specified under the original Agreement.
  - D. All future purchases by SCUSD from JCI under the MOU shall be subject to JCI Standard Terms and Conditions.



- E. In exchange for these terms, JCI will not enforce the non-cancellation and modification provisions of the Agreement.
- F. **Instead**, JCI will **coordinate** UVDI's pick-up of all V-Pacs in SCUSD's possession and the return of all such units to UVDI, at no cost to SCUSD, no later than 30 days following execution of the MOU unless extended by mutual agreement in writing
- G. Subject to SCUSD's timely redemption of the V-Pac Credit and written commitment to spend the V-Pac Balance as set forth in Sections 9.B and 9.C above, no contractual penalty will be applied in connection with SCUSD's return of the units under the Agreement.
- H. Subject to performance of the terms and conditions stated above, the Parties agree to release all claims and causes of action, whether now known or unknown, which the parties have, or might have or could have asserted, against the other, its officials, employees, insurers, Board Members, attorneys, representatives, agents, vendors, or parties otherwise associated with the Agreement or the V-Pacs. For the avoidance of doubt, the release of liability extended by SCUSD to JCI extends and applies to UVDI.
- I. Each party will be responsible for its own legal fees and costs.
- J. The execution of this MOU shall not operate as an admission of liability by either party with respect to the Agreement or the V-Pacs.
- K. Except as otherwise agreed to by the Parties or required by law, including obligations arising under the California Public Records Act (Government Code section 6250 et seq.) and the Ralph M. Brown Act (Government Code section 54950 et seq.), the Parties and their attorneys agree to keep this MOU confidential.
- L. Each side agrees they will not publicly criticize, disparage, call into disrepute or otherwise defame the other with respect to the Agreement, the V-Pacs, and this MOU. The parties will further agree to a joint statement that indicate we are maintaining our long-standing business relationship and will continue to work on solutions that are beneficial to SCUSD's students, staff and community.

SIGNATURES:

  
 \_\_\_\_\_  
 Johnson Controls Inc.

2/28/22  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Sacramento City Unified School District

2/25/22  
 \_\_\_\_\_  
 Date

| SCUSD / HVAC / Sites 10-23 |      |                     |                        | Funding source    | Funding source  |                 |      |
|----------------------------|------|---------------------|------------------------|-------------------|-----------------|-----------------|------|
| SCUSD ID                   | ID # |                     | Total site cost        | MOU Credit        | ESSER           | PO \$           | PO # |
|                            |      |                     | \$7,753,883.71         | \$3,624,352.59    |                 |                 |      |
| 0004-463                   | 10   | Alice Binery        | \$ 285,368.69          | \$ 285,368.69     | \$ -            | \$ -            |      |
| 0108-463                   | 11   | Ethel Baker         | \$ 353,658.18          | \$ 353,658.18     | \$ -            | \$ -            |      |
| 0110-463                   | 12   | Ethel Phillips      | \$ 344,499.13          | \$ 344,499.13     | \$ -            | \$ -            |      |
| 0354-463                   | 13   | Suttersville        | \$ 306,364.10          | \$ 306,364.10     | \$ -            | \$ -            |      |
| 0390-463                   | 14   | Woodbine            | \$ 307,705.57          | \$ 307,705.57     | \$ -            | \$ -            |      |
| 0183-463                   | 15   | New Joseph Bonnheim | \$ 297,605.68          | \$ 297,605.68     | \$ -            | \$ -            |      |
| 0269-463                   | 16   | Pacific             | \$ 440,072.69          | \$ 440,072.69     | \$ -            | \$ -            |      |
| 0272-463                   | 17   | Parkway             | \$ 338,438.60          | \$ 338,438.60     | \$ -            | \$ -            |      |
| 0229-463                   | 18   | Success Acadamy     | \$ 290,775.09          | \$ 290,775.09     | \$ -            | \$ -            |      |
| 0117-463                   | 19   | Fr. Ketih B Kenn    | \$ 189,734.28          | \$ 189,734.28     | \$ -            | \$ -            |      |
| 0571-463                   | 20   | Cap Cit             | \$ 191,699.76          | \$ 191,699.76     | \$ -            | \$ -            |      |
| 0520-463                   | 21   | Hiram Johnson HS    | \$ 1,319,695.95        | \$ 278,430.81     | \$ 1,041,265.14 | \$ 1,041,265.14 |      |
| 0525-463                   | 22   | JFK HS              | \$ 1,335,524.72        | \$ -              | \$ 1,335,524.72 | \$ 1,335,524.72 |      |
| 0530-463                   | 23   | Luther Burbank      | \$ 1,752,741.27        | \$ -              | \$ 1,752,741.27 | \$ 1,752,741.27 |      |
|                            |      |                     | \$ 7,753,883.71        | \$ 3,624,352.59   | \$ 4,129,531.13 | \$ 4,129,531.13 |      |
|                            |      |                     | <b>Total site cost</b> | <b>MOU Credit</b> | <b>ESSER</b>    | <b>PO \$</b>    |      |

**Solicitation Number: RFP #070121****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Johnson Controls, Inc., 5757 North Green Bay Avenue, Milwaukee, WI 53209 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for HVAC Systems and Related Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

**1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires August 12, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship for a period of one year for Equipment and Products and ninety days for Services. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;



- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

**B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Supplier will provide its standard proposal terms and conditions with specific scope for all task orders under this Contract. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

**C. SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

**D. TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

**E. GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## **7. CUSTOMER SERVICE**

**A. PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

#### **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

#### **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the

circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

### **11. INDEMNITY AND HOLD HARMLESS**

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, to the extent resulting from negligence or willful misconduct in the performance of this Contract by the Supplier or its agents or employees for third-party injury or death to person(s) or property or caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Supplier will not be liable for indirect or consequential damages. Vendor's liability to Sourcewell arising out of this Contract, with the exception of Supplier's indemnification obligations under this Section, shall not exceed amounts paid or payable under this Contract. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

### **12. GOVERNMENT DATA PRACTICES**

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

### **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

#### **A. INTELLECTUAL PROPERTY**

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

- b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
- a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws. Supplier shall have the right, at its option, to: i) make the Equipment or Products non-infringing, ii) replace the infringing Equipment or Products; or (iii) on return of the Equipment or Products by Sourcewell or the Participating Entity, Supplier will refund the amounts actually paid by Sourcewell or the Participating Entity for the infringing Equipment or Products, less depreciation over a three (3) year period. Liability for infringement under this Section excludes: (i) misuse or modification of the product by Sourcewell or the Participating Entity or its employees, agents or downstream customers, (ii) use of the product or work in combination with other materials, goods, products, or services for which the product was not intended to be used (as demonstrated by Supplier's applicable product literature), (iii) failure of Sourcewell or the Participating Entity to implement any update provided by Supplier that would have prevented the claim, (iv) work that Supplier made to Sourcewell's or the Participating Entity's specifications or designs, (v) product that is not manufactured by Supplier, and (iv) claims with respect to third party hardware or software.
5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

6. *Digital & Intellectual Property.* Use, implementation, and deployment of software and hosted software products proprietary to Supplier (“Software”) shall be subject to, and governed by, Supplier’s standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the “Software Terms”). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Supplier and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Supplier shall retain all right, title and interest in any (a) work provided to Sourcewell and any Participating Entities, including without limitation, all software source and object code, documentation, technical information or data, specifications and designs and any changes, improvements or modifications thereto (“Deliverables”), and (b) Know-How (defined below) employed by Supplier in the creation of the Deliverables or performance of the associated work, whether known to Supplier prior to, or developed or discovered or acquired in connection with, the performance of its obligations under this Contract. Ownership of all Deliverables and Know-How shall vest solely in Supplier and no Deliverables shall be deemed “works made for hire.” Without limiting the generality of the foregoing, ownership of all source files used in the course of performing all associated work shall remain the exclusive property of Supplier. For purposes of this Contract, “Know-How” means any know-how, processes, techniques, concepts, methodologies, tools, analytical approaches, database models and designs, discoveries, and ideas furnished, produced by, developed, or used by Supplier in the creation or provision of the Deliverables or in the performance of the Services, Products or Equipment, and any changes, improvements, or modifications thereto or derivatives thereof. Additional terms and conditions or other required transaction documentation related to Software Terms may be addressed directly between a Participating Entity and Supplier depending upon the Software or offering, including any applicable terms and conditions related to any Software subscriptions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.



D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

#### **15. FORCE MAJEURE**

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

#### **16. SEVERABILITY**

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

#### **17. PERFORMANCE, DEFAULT, AND REMEDIES**

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## **18. INSURANCE**

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or

“work” performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

## **21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 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 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 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. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. 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 C.F.R. § 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. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 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 C.F.R. § 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. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require 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). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 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 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 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. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must 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. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must 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.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation



and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

**22. CANCELLATION**

Sourcwell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcwell

Johnson Controls, Inc.

DocuSigned by:  
*Jeremy Schwartz*  
C0FD2A139D06489...

DocuSigned by:  
*Jeremy L Rainwater*  
DD49E8F7B6E24C5...

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

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

Jeremy Schwartz

Jeremy L. Rainwater

Title: Chief Procurement Officer

Title: VP & GM HVAC and Controls North America

10/7/2021 | 8:54 PM CDT

10/14/2021 | 5:51 PM CDT

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved:

DocuSigned by:  
*Chad Coquette*  
7E42B8F817A64CC...

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

Chad Coquette

Title: Executive Director/CEO

10/14/2021 | 5:53 PM CDT

Date: \_\_\_\_\_

# RFP 070121 - HVAC Systems and Related Services

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## Vendor Details

Company Name: Johnson Controls, Inc.  
Does your company conduct business under any other name? If yes, please state: MD  
Address: PO Box 246  
Chesapeake City, Maryland 21915  
Contact: Tom Staves  
Email: thomas.staves@jci.com  
Phone: 443-676-8813  
Fax: 443-676-8813  
HST#: 39-0380010

## Submission Details

Created On: Thursday June 03, 2021 10:17:10  
Submitted On: Thursday July 01, 2021 10:19:53  
Submitted By: Tom Staves  
Email: thomas.staves@jci.com  
Transaction #: 3a12fdca-b2a1-4826-b500-969a9b2c8b16  
Submitter's IP Address: 104.129.195.1

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**Specifications****Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

| Line Item | Question   | Response *  |
|-----------|--|---|
| 1         | Proposer Legal Name (one legal entity only):   | Johnson Controls Inc.   |
| 2         | Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.  | Johnson Controls Canada, LP<br>Johnson Controls Security Solutions  |
| 3         | Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.   | Johnson Controls does not have any applicable assumed names.<br>Johnson Controls, Inc. has previously operated under two (2) former names:<br>1. Johnson Service Company from July 10, 1902 to November 11, 1974<br>2. Johnson Electric Service Company from July 31, 1900 to July 10, 1902 |
| 4         | Proposer Physical Address:   | 5757 North Green Bay Avenue Milwaukee, WI 53209   |
| 5         | Proposer website address (or addresses):   | www.JohnsonControls.com   |
| 6         | Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract): | Jeremy L Rainwater, VP & GM HVAC and Controls North America<br>5757 North Green Bay Avenue Milwaukee, WI 53209<br>jeremy.l.rainwater@jci.com<br>414-524-1200  |
| 7         | Proposer's primary contact for this proposal (name, title, address, email address & phone):  | Tom Staves<br>Cooperative Program Manager<br>705 Digital Drive, Suite N, LINTHICUM HEIGHTS, MD 21090-2267<br>Thomas.Staves@JCI.com<br>443-676-8813  |
| 8         | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):   | Andrew Pergande, Director Commercial Optimization<br>5757 North Green Bay Avenue Milwaukee, WI 53209<br>Andrew.Pergande@jci.com<br>414 524 6937   |

**Table 2: Company Information and Financial Strength**

| Line Item | Question | Response * |
|-----------|----------|------------|
|-----------|----------|------------|

|    |   |   |
|----|---|---|
| 9  | Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.  | <p>Johnson Controls is a global diversified technology and multi-industrial leader serving a wide range of clients in more than 150 countries. Our Performance Infrastructure business, which operates independently, and specifically is responsible for the successful delivery of guaranteed savings projects and other alternative funding projects delivers world-class solutions that address our clients' energy and infrastructure needs. Our solutions leverage our experience from thousands of higher education projects across the country matched to the specific requirements and needs of the client and their facilities.</p> <p>Our company has its very roots in the energy efficiency business. In 1883, Warren S. Johnson, a professor at the State Normal School in Whitewater, Wisconsin, received a patent for the electric room thermostat. His invention launched the building control industry. Johnson Controls with over \$30 billion of revenue in 2017, recently Johnson Controls merged with Tyco to become a global leader in building systems, energy storage, and integrated security and fire.</p> <p>Johnson Controls is a pioneer in developing performance contracting as a viable means by which to update facilities and make them more cost-effective to operate. We have implemented more than 3,000 performance contracting agreements – all with guaranteed savings since 1983.</p> <p>Core Values, Business Philosophy Johnson Controls Values:<br/> <b>INTEGRITY FIRST:</b> We promise honesty and transparency. We uphold the highest standards of integrity and honor the commitments we make.<br/> <b>PURPOSE LED:</b> We believe in doing well by doing good and hold ourselves accountable to make the world a better place through the solutions we provide, our engagement in society, the way we do business, and our commitment to protect people and the environment.<br/> <b>CUSTOMER DRIVEN:</b> We win when our customers win. Our long-term strategic relationships provide unique insights and the ability to deliver exceptional customer experiences and solutions.<br/> <b>FUTURE FOCUSED:</b> Our culture of innovation and continuous improvement drives us to solve today's challenges while constantly asking 'what's next.'<br/> <b>ONE TEAM:</b> We are one team, dedicated to working collaboratively together to create purposeful solutions that propel the world forward.</p> <p>Industry Longevity Related To The Requested Equipment:<br/> Johnson Controls paints an impressive picture, with 130+ years of innovation and over four million customers. Johnson Controls is a global diversified technology and multi-industrial leader serving a wide range of customers. Our commitment to sustainability dates back to our roots in 1885, with the invention of the first electric room thermostat. Johnson is committed to helping our customers win and creating greater value for all of our stakeholders through a strategic focus on buildings and energy growth platforms.</p> <p>Products Or Services<br/> Johnson Controls offers best-in-class technologies, products, installation, and service capabilities across building management, fire, security, sensors/controls, HVAC, industrial refrigeration, and energy storage solutions. Our offering includes total support for all fire alarm, fire detection, fire protection, integrated security, HVAC, Building Controls, healthcare communications, and sound/communications needs. Our capabilities include design, engineering development, integration, installation, project management, programming, testing, commissioning, training, warranty support, and post-warranty service. Our Technicians are highly trained and use state-of-the-art test equipment to ensure high-quality results and are trained to perform related repairs, in addition to inspections and responding to emergency maintenance requirements. Our life safety services are "Best-Value" for the following reasons:<br/> - Specialized inspection teams trained to identify and correct problems before they occur, thus preventing costly nuisance alarms and unnecessary downtime.<br/> - Experienced technicians ensure that repairs are done right and promptly. Standardized reporting and documentation.<br/> - Customized service plans to meet any customer's needs.</p> <p>Our organization provides local support from our North American network of over 150 local offices in the United States and Canada. Each office functions as a "one-stop-shop" providing parts, supplies, and equipment specific to each of the clients it serves.</p> |
| 10 | What are your company's expectations in the event of an award?  | Johnson Controls expects to build upon our previous contract 030817-JHN successes. Though we had tremendous adoption by our sales teams, there is still much work that needs to be done to maximize the sales potential including launching Canada. We are looking to add additional personnel to our corporate sales team to manage field training, business development, and direct sales. An annual budget has been submitted to assist in the development of additional collateral and E-marketing campaigns and plans to attend local/ regional trade shows to promote our participation in the program.   |
| 11 | Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.  | Johnson Controls Inc is a wholly-owned indirect subsidiary of Johnson Controls International plc, a publicly owned company listed on the New York Stock Exchange (ticker: JCI). As a wholly-owned subsidiary, Johnson Controls Inc's financial results are consolidated in the financial statements of Johnson Controls International plc. In Fiscal Year 2020, Johnson Controls saw net revenue of \$22.3 billion with positive cashflow. Johnson Controls enjoys a strong balance sheet with \$10 billion in assets against \$8.2 billion in total liabilities. Total shareholders' equity was \$17.4 billion for FY 2020. We have provided the Johnson Controls 2020 Annual Report, credit and bond ratings, letters of credit, and detailed reference letters   |
| 12 | What is your US market share for the solutions that you are proposing?  | <p>Johnson Controls does not divulge market share for equipment categories, however, we can report on our North American market share for the following services:</p> <ul style="list-style-type: none"> <li>- Energy Saving Performance Contracting: 14%</li> <li>- P3: 36%</li> <li>- Service and Maintenance: 3%</li> </ul> <p>These values include both the US and Canada.</p>  |
| 13 | What is your Canadian market share for the solutions that you are proposing?  | See answer to question 12.  |
| 14 | Has your business ever petitioned for bankruptcy protection? If so, explain in detail.  | Johnson Controls has never petitioned for bankruptcy protection.  |
| 15 | <p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p> | B) Johnson Controls is a manufacturer and service provider with an extensive network of sales and service branches that are 100% company-owned. The branch network provides equipment, installation, and service for HVAC, security, fire, and Performance Contracting (PC) needs.  |

|    |   |   |
|----|---|---|
| 16 | If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP. | <p>When selecting a company to provide HVAC systems and service, you want to choose a proven contractor that is responsible, experienced, and has employees with the expertise and knowledge to work efficiently and help you make the best choices for your facilities.</p> <p>In addition to professional licenses in all 50 states and 10 Canadian Provinces, our team members hold licenses, certifications, and accreditations by various professional organizations. Professional certification or accreditation indicates a certain proven amount of knowledge and experience in a particular subject area.</p> <p>To earn many of these credentials (e.g., LEED Accredited Professional), applicants are required to have experience in the field as well as pass a comprehensive examination administered by a third party. By regularly maintaining their certifications, our employees ensure they continue their education and keep pace with industry trends and standards.</p> <p>Please see the "Johnson Controls Certification Table" uploaded as a separate file. This table identifies just a few of the professional certifications held by Johnson Controls team members, relevant to HVAC equipment and services and energy efficiency projects. Beyond the dedicated resources for a project, our team can seek additional support from a variety of certified professionals at the regional and national level, as represented here.</p> |
| 17 | Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.  | Johnson Controls has been in business for well over 100 years and operates from about 120 offices in all North America. To the best of our knowledge and information, neither company, as a corporate entity, nor any of its branch or satellite offices have been suspended or debarred by any federal, state, provincial, or municipal public agency.   |

**Table 3: Industry Recognition & Marketplace Success**

| Line Item | Question | Response * |
|-----------|----------|------------|
|-----------|----------|------------|

|    |   |  |
|----|---|--|
| 18 | Describe any relevant industry awards or recognition that your company has received in the past five years  | <p>Our organization participates in a wide range of activities and has been recognized in several unique areas. The following information highlights some key examples.</p> <p><b>SUSTAINABILITY AND CORPORATE SOCIAL RESPONSIBILITY</b><br/>                 2019 World's Most Ethical Company<br/>                 12 selections since 2007 (March 2020, selected for the 13th time) Ethisphere Magazine<br/>                 100 Best Corporate Citizens, 2019<br/>                 Transparency and social responsibility, since 2006<br/>                 Corporate Responsibility Magazine<br/>                 2019 Best Corporate Citizens<br/>                 Community involvement, environmental impact, and fair employee treatment.<br/>                 Forbes Magazine<br/>                 Change the World, 2018<br/>                 Companies that are doing well by doing good<br/>                 Fortune Magazine<br/>                 AAA Rating<br/>                 Environmental, social, and governance MSCI Socially Responsible Indices Carbon Clean 200<br/>                 Biggest public companies ranked by green energy revenues<br/>                 Corporate Knights and As You Sow<br/>                 Energy Star Most Efficient 2020 Most efficient products<br/>                 Energy Star<br/>                 Environmental Leader Project of the Year<br/>                 For partnership with The University of Hawai'i (UH) Maui College Environmental Leader and Energy Manager Today<br/>                 Top Project Judges' Choice Award for its impressive strides in sustainability and renewable energy<br/>                 Environmental Leader and Energy Manager Today<br/>                 Environment + Energy Leader 100<br/>                 Terrill Laughton, VP, and GM of Energy Optimization and Connected Equipment Environmental Leader and Energy Manager Today</p> <p><b>INNOVATION</b><br/>                 Johnson Controls Top 100 Global Innovators, 5-time winner<br/>                 Most innovative corporations and institutions in the world, 2016, 2017, 2019, 2019,2020<br/>                 Clarivate Analytics<br/>                 Overall IoT Company of the Year, 2020<br/>                 Top companies, technologies, and products in the global Internet of Things (IoT) market<br/>                 IoT Breakthrough<br/>                 Most Intelligent Building – Corporate Headquarters (Bee'ah's new headquarters in the UAE)<br/>                 Optimize energy efficiency, make the best use of available space and help the building's occupants be more productive<br/>                 Digie Award</p> <p><b>QUALITY / PRODUCTS</b><br/>                 Our organization participates in a wide range of activities and has been recognized in several unique areas. The following information highlights some key examples.<br/>                 Humanitarian Award, 2019<br/>                 Fire Commissioner's Humanitarian Award<br/>                 Fire Department of the City of New York Foundation Sustainability Product of the Year<br/>                 The YORK® Mission Critical Direct Evaporative Cooling Air Handling Unit in the 2019 Sustainability Awards. The awards honor those who have made sustainability an integral part of their business practice.<br/>                 The Business Intelligence Group<br/>                 Edison Award<br/>                 Environmentally Friendly Solutions sub-category of the Energy and Sustainability award category<br/>                 The Edison Awards annually honor excellence in human-centered design and innovation<br/>                 Five honors in the 2019 Brandon Hall Group Human Capital Management Excellence Awards<br/>                 Innovative learning solutions and sales training programs that help improve the human capital management space, achieve results and provide meaningful careers<br/>                 Brandon Hall Group<br/>                 YORK® YHAU CGN Absorption Chiller – Heater<br/>                 Use of a natural refrigerant (water) that offers zero ozone depletion and global warming potential<br/>                 New Products for Engineers<br/>                 2018 IW Best Plants Winner, Norman OK plant<br/>                 Operational excellence<br/>                 Industry Week<br/>                 Four 2019 World Class Briefing Awards for its excellence in management, planning, customer experience, and measurement<br/>                 Association of Briefing Program Managers<br/>                 Most Intelligent Building – Corporate Headquarters (Bee'ah's new headquarters in the UAE)<br/>                 Optimize energy efficiency, make the best use of available space and help the building's occupants be more productive<br/>                 Digie Award</p> <p><b>WORKFORCE DIVERSITY</b><br/>                 Grady Crosby, vice president of public affairs and chief diversity officer honored with the 2019 Business Champion award<br/>                 Commitment to creating a diverse and inclusive workforce<br/>                 African American Chamber of Commerce<br/>                 Top 50 Employers for Women Engineers, 2019<br/>                 Readers of Woman Engineer were asked to name the employers for whom they would most like to work or that they believe would provide a positive working environment for women<br/>                 Women Engineer<br/>                 50 Best Companies for Diversity Dec. 2018<br/>                 Black Enterprise Magazine Top Employer – China, 2019<br/>                 For exceptional employee conditions, nurturing and developing talent throughout all levels of the organization and striving to optimize its employment practices and to develop its employees<br/>                 Top Employers Institute, China 2019<br/>                 Best of the Best for U.S. Veterans<br/>                 Top Veteran-Friendly Companies<br/>                 U.S. Veteran's Magazine<br/>                 2019 Sustainability Awards and Recognition does not include most recognition bestowed to specific locations and individual employees by organizations around the world for our employees' work to build a sustainable world and does not include sustainability indices to which Johnson Controls was named. This list is representative but not exhaustive of global sustainability honors and awards.</p> |
| 19 | What percentage of your sales are to the governmental sector in the past three years  | 26%  |
| 20 | What percentage of your sales are to the education sector in the past three years   | 18%  |
| 21 | List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years? | NCPA - \$3,865,224<br>TIPS - \$2,281,196<br>NASPO - \$6,036,765<br>OMNIA - \$1,500,000 (1st yr of agreement)   |



|    |  |   |   |
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| 22 | List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years? | GSA - 084 190CA \$11,680,149<br>GSA-03FAC 0060P \$5,131,971 | * |
|----|--|---|---|

**Table 4: References/Testimonials**

**Line Item 23.** Supply reference information from three customers who are eligible to be Sourcewell participating entities.

| Entity Name *              | Contact Name *  | Phone Number *                                     |   |
|----------------------------|-----------------|--|---|
| Brainerd Public Schools    | Earl Wolleat    | 218-454-6906<br>earl.wolleat@isd181.org            | * |
| Castlewood School District | Dawn Wiersma    | 605-793-2351<br>dawn.wiersma@k12.sd.us             | * |
| Watertown School District  | Heidi Clausen   | 605-882-6314<br>heidi.clausen@k12.sd.us            | * |
| Fort Bend County           | Taral Patel     | 281-341-8608<br>taral.patel@fortbendcountytx.gov   |   |
| Marshall County            | Roger Haugtvedt | 218-745-4951<br>rodger.haugtvedt@co.marshall.mn.us |   |

**Table 5: Top Five Government or Education Customers**

**Line Item 24.** Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

| Entity Name                                  | Entity Type * | State / Province *             | Scope of Work *  | Size of Transactions *      | Dollar Volume Past Three Years * |   |
|--|---------------|--------------------------------|--|-----------------------------|----------------------------------|---|
| Western Regional Integrated Health Authority | Government    | NL - Newfoundland and Labrador | P3, service, controls  | \$322.00 – \$109,274,268.00 | \$109.3M                         | * |
| Corvias Group - Public Housing               | Government    | Florida - FL                   | Work for this entity took place in multiple states.<br>Performance Contracting infrastructure improvements | \$61,531 – \$43,968,914     | \$97M                            | * |
| CUNY - The City University of New York       | Education     | New York - NY                  | Service, Chiller plant upgrade, hot water BMS extension, security cameras, various infrastructure upgrades | \$5,620 – \$24,724,109      | \$35.9M                          | * |
| City of Toledo                               | Government    | Ohio - OH                      | Performance Contract, various HVAC upgrades, automated meters, controls, service                           | \$334 - \$75,390,135        | \$75.9M                          | * |
| School District of Philadelphia              | Education     | Pennsylvania - PA              | Performance Contract, fire alarm, controls, various mechanical HVAC equipment upgrades                     | \$3,986 - \$24,000,000      | \$64.4M                          | * |

**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

| Line Item | Question   | Response *  |
|-----------|--|---|
| 25        | Sales force.   | Johnson Controls has 1740 sales personnel in North America working out of more than 160 branch offices. Our sales professionals are full-time employees. Most of the North American employees are full time with less than 1.5% being temporary or part-time.   |
| 26        | Dealer network or other distribution methods.  | Johnson Controls, Inc. does utilize a minimal amount of Agents at strategic locations throughout the USA. These Agents will be required to work through a local branch when using the Sourcewell contract to ensure pricing integrity and contract compliance. For those dealers that eventually want to sell direct, they will be required to go through a training program and a contract modification will be submitted to add them as an approved Dealer/Agent.   |
| 27        | Service force.   | As mentioned previously, we understand the importance of having a local presence in the communities we serve. This is why we have over 4,800 front-line service providers nationwide in over 160 branch locations. These service providers are direct employees of Johnson Controls.  |
| 28        | Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.  | <p>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. In most North American locations, we have the capability to answer emergency calls within two hours of the original call if required by the customer. Once issues are logged via our 24-hour emergency number, a record of the emergency is made for tracking purposes, and a service team member or members will be dispatched to the site of the issue.</p> <p>We also provide next-day service for routine service calls. We guarantee to answer emergency calls within 24 hours of your call and have technicians available 24-hours a day, seven days a week.</p> <p>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.</p> <p>Some very remote locations may be more than 2-hours away from a service branch. In those cases, we may install additional technology to enable us to detect, analyze, and possibly remedy problems remotely. Another option is establishing a connection to our Remote Operations Center who can then detect, report, and fix problems as they occur. In some cases, we have subcontracted with a local firm that can provide service within the 2-hour window.</p> <p>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 systems, 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 the community of a local service provider.</p> <p>The Johnson Controls E-Service tool provides a customer portal where Sourcewell members can access information related to their building(s) and service jobs, including details about service history, service requests, agreements, and invoices. From the main portal page, they can also review news articles and connect directly to various offerings.</p> <p>Our service branches are certified to service a wide range of facility infrastructures including the following:</p> <ul style="list-style-type: none"> <li>Building automation control systems</li> <li>Chiller and refrigeration equipment</li> <li>Boilers and associated heating systems</li> <li>Air handling equipment and large fans</li> <li>Hydronic equipment including pumps and cooling towers</li> <li>Pneumatic air systems (control and process)</li> <li>Fire alarm systems</li> <li>Security and card access control systems</li> <li>Low and high voltage electrical systems</li> <li>Packaged rooftop units and unitary heat/cooling equipment</li> </ul> <p>Maintenance</p> <p>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 a 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.</p> <p>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 is equally important in a successful strategy.</p> <p>Reactive Maintenance<br/>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>Predictive Maintenance<br/>Checking the condition of the equipment as it operates. Equipment conditions, rather than time intervals, determine the need for service.</p> <p>Preventative Maintenance<br/>Scheduling maintenance at specific times offers the first line of defense against failure.</p> <p>Proactive Maintenance<br/>Addresses root causes identified by predictive methods. It isolates and corrects the sources of failure altogether.</p> |
| 29        | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.   | Johnson Controls will support all geographic areas and market sectors of the United States through the proposed contract. We will be offering and promoting an awarded contract to all Sourcewell member segments and verticals through the proposed contract.  |
| 30        | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.  | Johnson Controls frequently provides products and services to customers in Canada, and will gladly support Sourcewell Canadian members. We have successfully managed, engineered, and implemented more than \$550 million in performance contract projects across Canada, which represents over \$600 million in guaranteed savings. We have 20 branch offices located throughout Canada, which enables us to provide HVAC systems and services to all provinces, Yukon Territory, the Northwest Territories, and Nunavut.  |
| 31        | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.   | Johnson Controls can service all geographic areas of the United States and all Sourcewell Member sectors. We have an international presence and an extensive presence in the United States and Canada. We provide HVAC systems and services to all markets and sectors and have entire teams dedicated to State Government, Higher Education, K-12 Schools and Districts, Local Government, Federal Government, Healthcare, and Public Housing.   |
| 32        | Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract? | Johnson Controls, Inc. can service all geographic areas in North America across all entity sectors with no limitations.   |
| 33        | Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.   | Johnson Controls operates offices located in HI, AK, and US Territories. There will not be any additional charges to service customers located within these areas unless they are more than our standard branch response area of 1 hours' travel from the nearest Johnson Controls office.  |

**Table 7: Marketing Plan**

| Line Item | Question   | Response *   |
|-----------|--|--|
| 34        | Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response. | <p>Our proposed Sourcewell marketing plan includes a coordinated effort between Johnson Controls and Sourcewell. We will continue to market the SOURCEWELL program both internally and externally via our corporate websites. Brochures will be dispensed in both hard copy and electronic format. Our team's Cooperative Program Manager, Mr. Tom Staves, will continue to oversee the program. Mr. Staves will be responsible for driving growth. He will be assisted by the following personnel who have also been supporting Sourcewell in the past. The following sales personnel will assist with the training, promotion, and direct sales to SOURCEWELL clients:</p> <p>Ms. Mary Beth Alexander - Business Development Mgr.<br/>                     Ms. Melanie LeClair - Business Development Mgr.<br/>                     Ms. Hayley Nitschke - Marketing</p> <p>The Sourcewell Logo will be added to tradeshow banners and promoted locally and nationally via numerous tradeshows our personnel attends throughout the year. We will continue to promote Sourcewell via our website. We will also distribute a form to clients. The form will be used to request additional information or schedule a meeting with a sales representative.</p>   |
| 35        | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.  | <p>We use a variety of electronic platforms to ensure contract awareness and to continually educate customers on life safety in general. Some current updates that are in process include; having a strong digital component to our advertising program that includes pay-per-click advertising. Online banner advertising, e-newsletters, links to JohnsonControls.com from key websites. We continue to make significant investments in redesigning our website and implementing marketing automation software that integrates with salesforce.com.</p> <ul style="list-style-type: none"> <li>• Update our existing customer database files for known Sourcewell members</li> <li>• Continuous refresh/updates to the Internet (as stated, there will be a dedicated page to Sourcewell)</li> <li>• Conduct Emailer campaigns</li> <li>• We have launched a very successful webinar series "Learn from the Leader" that takes on a new industry-related topic once per quarter. Free for all that attend.</li> <li>• All Sourcewell customers will have access to Service Channel. A dedicated secure portal where inspection reports, will be uploaded, service calls can be placed, and can even check on the time until the technician arrives.</li> <li>• Will promote via newsletter and corporate announcement</li> </ul> |
| 36        | In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?                                | <p>Johnson Controls entities have had tremendous success with our previous Sourcewell awards. As you see we have many of the same customers still with us under Sourcewell and have greatly expanded the program. We continue to make improvements and build upon past successes and learn from our experiences. Affiliated companies including Johnson Controls Security Solutions, Johnson Controls Canada LP, and Tyco Integrated Fire and Security have the benefit of working from procedures that have been established by Johnson Controls Fire Protection.</p> <p>Our team is driven to provide efficient public service through our national contract purchasing solutions and other related programs. We are only able to do this as we work together; to create a unified purchasing alliance that is valued by both Sourcewell Members and contracted suppliers.</p> <p>We understand our sales staff will be responsible for the majority of the marketing responsibilities for this contract. We are positioned to continue to work together to support a wide range of Sourcewell clients.</p>  |
| 37        | Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.            | <p>Most of our products are designed, developed, and integrated to meet specific customer needs. SSNA products and services are purchased primarily through our local branch network.</p>  |

**Table 8: Value-Added Attributes**

| Line Item | Question   | Response *   |
|-----------|--|--|
| 38        | Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply. | <p>By partnering with Johnson Controls, Sourcewell members will have the ability to customize training to meet their needs. Our programs can be comprehensive to increase the self-sufficiency of staff or more focused to develop competencies where needed. We design our training programs in conjunction with our service offerings to protect customer investments while maximizing the efficiency of their operations. Through continuous support and professional development, we align our services with their mission.</p> <p>To create a truly focused learning experience, we carefully customize our training programs to align with your goals and objectives. To help determine what training will be required for your staff, we will work with you through a series of brief interviews and simple tests with representatives from maintenance supervisors, maintenance staff, facilities engineering, and quality control. The program steps include the following:</p> <ul style="list-style-type: none"> <li>Define current maintenance and operating procedures</li> <li>Define required maintenance and operating procedures required for new equipment</li> <li>Review training options with plant engineering and maintenance</li> <li>Determine and organize training programs, based on need and skill level, for functional groups within the facility (supervisors, maintenance staff, custodial, etc.)</li> <li>Perform training with each group using a mix of theory, hands-on practice, and maintenance manual application</li> <li>Record each session for future use by staff</li> <li>On a regular basis, repeat and redesign new needs and re-establish competency on old ones</li> </ul> <p>Johnson Controls Institute</p> <p>Professional instructors with industry experience, state-of-the-art equipment, and hands-on lab activities are hallmarks of the Johnson Controls Training Institute experience. The Institute has been widely regarded as one of the best educational sources in the building environments industry since its establishment in 1947. Each year, more than 4,000 clients and employees attend courses at our institute.</p> <p>Training is available on-site or at one of our many training centers across the U.S. On-site training features hands-on training on your own equipment. For a listing of courses, please visit our website at <a href="http://www.johnsoncontrols.com">www.johnsoncontrols.com</a>.</p> <p>Packaged Training Programs</p> <p>We realize that off-site classroom instruction is not always practical. For that reason, the Institute produces several packaged training programs to assist our clients. Convenient and effective in-house training is possible through a variety of instructional videotapes, sound/slide, and computer-based training programs produced by the Institute.</p> <p>The computer-based training programs use the power and flexibility of the computer to deliver an interactive learning experience. Interacting one-on-one with the computer, the student can gain a better working knowledge of HVAC systems, energy management concepts, and facilities management system operation. The student can review each modular lesson after the initial learning experience to refresh skills as needed.</p> <p>Branch and On-Site Instruction</p> <p>Because branch training can provide a more convenient and cost-effective alternative to our standard Institute locations, we have converted many of our more popular courses to branch training programs. We can also conduct select courses using remote seminars that allow group training of the client's facilities, systems, and equipment. On-staff Johnson Controls Institute instructors teach the remote seminars at client sites, our offices, or another convenient location depending on the needs of the client group. We use portable equipment simulators that enable employees to practice without jeopardizing building operations.</p> <p>Another option for on-site instruction is on-the-job training, which allows our engineers, technicians, and mechanics to provide instruction at your facilities. This training is excellent for practical and productive learning. Materials include course handbooks, on-site laboratory sessions, and examinations. Typical topics include energy management, HVAC systems maintenance, and facility management system operation. Finally, phone support and technical assistance are always available over the phone or during our normal client service visits.</p> |

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|----|---|--|
| 39 | Describe any technological advances that your proposed products or services offer.  | <p>Our latest technology deployment is OpenBlue, which is further described in Question 70. It is a complete suite of connected solutions that deliver impactful sustainability, new occupant experiences, and respectful safety and security that combines our 135 years of building expertise with cutting-edge technology. OpenBlue features a suite of tailored, AI-powered service solutions such as remote diagnostics, predictive maintenance, compliance monitoring, advanced risk assessments, and more.</p> <p>One of our more powerful and popular technological advances is our Connected Services. All microprocessor-based York chillers can be connected to our Remote Operations Center and monitored 24/7. This information will better prepare our chiller technicians during their service visits and alert them during abnormal operating conditions. Our team will truly be connected to your member's operations resulting in improved performance.</p> <p>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.</p> <p>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.</p> <p>This application also allows our customers to sign off on completed work, which is immediately available for viewing on the Customer Portal. This tool also gives our technicians access to the internet for updated information on third-party equipment and Johnson Controls compiled database on third-party equipment.</p>   |
| 40 | Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.   | <p>At Johnson Controls, we've been dedicated to protecting the environment since our invention of the electric thermostat in 1885, which provided a fundamental shift in the energy efficiency of buildings. Now, all over the world, our products and services empower customers and communities to consume less energy and conserve resources.</p> <p><b>Our Objectives</b><br/>Sustainability is an integral part of our vision and values. Our environmental efforts are conducted with the following objectives in mind:</p> <ul style="list-style-type: none"> <li>• Supporting our company's growth and exceeding our customers' increasing expectations for more sustainable products and services.</li> <li>• Fostering a culture of sustainability that engages and attracts people who want to make a difference.</li> <li>• Improving our operational efficiency, including lowering costs and reducing the environmental footprint of our operations and supply chain.</li> <li>• Expanding engagement with our stakeholders on environmental issues, including leading in global partnerships that increase the scale of our sustainability impact.</li> <li>• Demonstrating our commitment from the top, including the continued integration of sustainability into company goals and decision-making.</li> </ul> <p><b>Our Accomplishments</b><br/>Across our organization, we seek to continuously improve in our environmental work. We're proud and fortunate to have been included in more than 40 prestigious sustainability indexes in recent years.</p> <p>2020 World's Most Ethical Company. Our 13th year in a row to be so recognized—a record only 7 companies worldwide have ever achieved.</p> <p>100 Best Corporate Citizens, 2020. We achieved the rank of #3 in our category and #18 overall among the 100 Best Corporate Citizens for 2020, for environmental, social, and governance (ESG) transparency and performance. We were up against 1000 of the biggest companies in the US to achieve this ranking.</p> <p>MSCI AAA Status. This is Morgan Stanley's sustainability index. Only 5% of companies achieve AAA.</p> <p>S&amp;P 500 ESG Index. Even at a time when companies like Walmart, Twitter, and Honeywell were dropped from the S&amp;P index, we maintained our spot. We are included in the Dow Jones Sustainability Index as well.</p> <p>Here are just some of the reasons why we've received this recognition:</p> <ul style="list-style-type: none"> <li>• From 2002 through 2017, we are proud to have reduced our energy intensity by 47 percent and our greenhouse gas intensity by 41 percent.</li> <li>• Our efforts align with the United Nations Sustainable Development Goals, a universal call to action to end poverty, protect the planet and ensure that all people enjoy peace and prosperity.</li> <li>• We always strive to do more, which is why in 2017 we adopted a new 2025 Sustainability Strategy. 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 are committing to new, ambitious 2025 goals related to greenhouse gas emissions, energy, water, waste, safety, and diversity from a 2017 baseline.</li> </ul> |
| 41 | Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors. | <p>We are unaware of the Certification of independent products, however, Johnson Controls uses third-party software Process Map for our Environmental, Health, and Safety Information System (EHSIS) to track environment, health, and safety data from facilities worldwide. Data are reviewed routinely by qualified personnel, including the regular use of an internal audit process to check not only data in the system but also site-level checks of original records and other aspects. At times, we engage assistance from third-party environmental, health and safety, and ISO consultants for site-specific audits. This includes using, for some sites, certified registrars to validate and certify our operations to various quality, environmental, six sigma, and safety standards, e.g., ISO 9000, ISO 14001, OHSAS 18001. Additionally, filings with environmental, health and safety, and other regulatory agencies are routinely checked internally and by the applicable regulatory agency.</p>  |
| 42 | Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.    | <p>Johnson Controls is a leader in supplier diversity. Since 1993, we have spent more than \$22 billion with certified women- and minority-owned suppliers. Globally, we have included more than 300 diverse and historically underutilized companies into more than 30 product and service procurement categories to support our customer solutions.</p> <p>Johnson Controls' supplier diversity program is successful because of accountability, training, and supplier diversity processes that extend into our customer and supplier networks.</p> <p>Supplier diversity is approached as a discipline that is not confined to one department, geography, or an elite group of star performers. All of the operational, commercial, and advanced supplier diversity activities are tied together with standardized processes company-wide.</p>   |

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| 43 | <p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p> | <p>Sourcewell members can ensure their project produces significant energy savings and the highest return on investment by selecting a company with extensive HVAC System and Service experience and a nationwide branch network that ensures expert local service in every market in North America.</p> <p><b>Unparalleled Experience</b></p> <p>By selecting Johnson Controls, Inc. (Johnson Controls), Sourcewell members will engage an industry leader that has implemented over 3,000 ESPC projects over the past 30+ years and helped pioneer the ESPC industry in the 1980s. We are the national leader in HVAC Systems and services with a greater market share and more experience than any of our competitors. We currently hold over \$6 billion in performance-based guarantees through approximately 615 projects across North America.</p> <p>This experience ensures that Sourcewell members can realize a high-performance project that is designed, implemented, commissioned, and serviced by reliable experts that have successfully installed and service HVAC systems for other K- 12, higher-education, state, and local government bodies.</p> <p>We offer our customers the reliability and financial stability of a Fortune 100 company. Our sales for the fiscal year 2015 totaled \$37.2 billion. Our financial muscle is balanced by a strong code of ethics. For the tenth year in a row, Johnson Controls has been named one of the "World's Most Ethical Companies" by the Ethisphere Institute. Corporate Responsibility Magazine has also recognized Johnson Controls as the #14 company in its annual "100 Best Corporate Citizens" list.</p> <p>Our long history and proven capabilities illustrate that we can perform all phases of any project and provide Sourcewell member entities with the best value through equipment upgrades, equipment maintenance, and service, training, or any combination of service that you require.</p> <p><b>We Are Where You Are</b></p> <p>Our field service branch network of 4,500 front-line service providers in over 160 branch locations shows that although Johnson Controls has a large national and international footprint, we understand the importance of having a local presence in the communities we serve.</p> <p>Our extensive branch network is 100% company-owned and operated, which enables us to share resources, expertise, innovations, and corporate values throughout the entire branch network. This enables all of our branch employees to benefit from the experience and lessons learned on projects we perform across the nation and around the world. No other Energy Services Company (ESCO) has a similar network.</p> <p>By investing in local branch locations, we enable local decision-making authority that makes it easier to respond to the needs of customers in a timely manner. Our investment also helps support the communities where we live and work.</p> <p><b>Flexibility and Consistency</b></p> <p>Sourcewell members can benefit from our established and uniform development and implementation approaches that provide a consistent level of service and expedited delivery. We will apply the same management approach at a small-town school district, as we will for a world-renowned University or large state customer with highly dispersed facilities. This ensures that each project meets our standards of quality, safety, and maximum return on investment for our customers.</p> <p>With a large number of resources available to our teams, we are able to provide projects with additional staff to meet aggressive deadlines. Additionally, our ability to streamline the development, procurement, and implementation processes ensure faster upgrades of facilities so our customers will realize savings sooner.</p> <p><b>Safety</b></p> <p>At Johnson Controls, we realize safety is just as important to you as it is to us. From onsite field employees to corporate offices, safety is built into all the services we provide.</p> <p>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.</p> <p><b>Commitment to Diversity</b></p> <p>For any project we undertake, we endeavor to maximize participation from minority-owned and Historically Underutilized Businesses (HUBs). This is an increasingly important goal for many of our customers and benefits Johnson Controls by expanding our pool of available talent in each marketplace.</p> <p>We have more than 700 diverse suppliers representing more than 50 product and service categories. Approximately 7% of Johnson Controls' outside purchases are made with diverse suppliers and contractors with minority purchases making up approximately 80% of the spend. The remaining external purchases are from women-owned firms and firms designated by government agencies as small or disadvantaged businesses.</p> <p>Because of these efforts, Johnson Controls has joined the elite Billion Dollar Roundtable, an organization comprised of only 24 U.S. corporations that spend more than \$1 billion annually with minority- and women-owned businesses.</p> <p><b>Commitment to Sustainability</b></p> <p>Sustainability is a cornerstone of our business. We create sustainable solutions through all of our workstreams and practice what we preach as a corporation. Our corporate headquarters campus in Glendale, Wisconsin represents the largest concentration of LEED Platinum buildings with four awarded buildings in one site.</p> <p>Since 2002, we have publicly 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 2015 Sustainability Report is available for you to view online at:<br/> <a href="http://www.johnsoncontrols.com/corporate-sustainability/reporting-and-policies/business-and-sustainability-report/environmental-leadership">http://www.johnsoncontrols.com/corporate-sustainability/reporting-and-policies/business-and-sustainability-report/environmental-leadership</a></p> |
|----|---|---|

**Table 9A: Warranty**

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

| Line Item | Question  | Response *   |
|-----------|---|--|
| 44        | Do your warranties cover all products, parts, and labor?  | Our warranty structure is set forth to protect our clients against faulty products installed by or workmanship completed by our personnel. Our warranties cover all products, parts, and labor associated with the Johnson Controls installed or serviced system.  |
| 45        | Do your warranties impose usage restrictions or other limitations that adversely affect coverage?   | There are no usage limitations in our warranty system for Johnson Controls installed or serviced systems.  |
| 46        | Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?   | Technician travel time and mileage to perform warranty repairs are covered under our warranty program.   |
| 47        | Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair? | Due to the presence of our company-owned district offices throughout North America, we are not aware of any geographic region where we cannot provide warranty repair services.  |
| 48        | Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?  | As indicated above, our policy states we will warranty a system installed by our technicians for a period of 1 year from the date of the customer's beneficial use. Service parts carry a 90-day warranty from the date of installation by a qualified technician. Different manufacturers may offer their own equipment warranties that cover the replacement cost of specific system components  |
| 49        | What are your proposed exchange and return programs and policies?   | According to the specific terms of each client's agreement, we can exchange a faulty piece of equipment or system component under warranty for its current equivalent. Equipment that cannot be repaired, or that is part of a legacy system no longer supported, will be replaced at the client's request.  |
| 50        | Describe any service contract options for the items included in your proposal.  | <p><b>Maintenance</b><br/>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 a 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.</p> <p>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 is equally important in a successful strategy.</p> <p><b>Reactive Maintenance</b><br/>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><b>Predictive Maintenance</b><br/>Checking the condition of the equipment as it operates. Equipment conditions, rather than time intervals, determine the need for service.</p> <p><b>Preventative Maintenance</b><br/>Scheduling maintenance at specific times offers the first line of defense against failure.</p> <p><b>Proactive Maintenance</b><br/>Addresses root causes identified by predictive methods. It isolates and corrects the sources of failure altogether.</p> |

**Table 9B: Performance Standards or Guarantees**

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

| Line Item | Question   | Response *  |
|-----------|--|---|
| 51        | Describe any performance standards or guarantees that apply to your services                             | <p>Johnson Controls utilizes a total quality management approach across Canada and throughout North America. Johnson Controls develops a clear picture of our customer's definition of quality service, from that we generate a defined set of objectives that form the basis of our performance standard.</p> <p>This method will ensure that Johnson Controls clearly understands and proactively participates in exceeding all of a customer's goals, and in our ability in achieving your expectations for customer satisfaction.</p> <p>Johnson Controls team and individual performance goals are set to a level exceeding the customer's acceptable performance standard. Performance evaluations are based on the team's success in achieving overall project goals; thus, teams are motivated to apply persistent, dedicated, and focused effort to overachieve their goals.</p> <p>Our Performance Infrastructure team provides guarantees for our Performance Contracting projects.</p> <p>For a Performance Contract, Johnson Controls guarantees the savings amount in the contract.</p> <ul style="list-style-type: none"> <li>- We begin monitoring the savings performance at the onset of the construction period and continue throughout the guarantee period. At the same time, we suggest and implement operational enhancements to fine-tune the overall performance.</li> <li>- We monitor savings during the year, produce scheduled reports that describe the results and reconcile the guarantee at the end of each year (or as dictated by the M&amp;V plan).</li> <li>- If the dollar savings are equal to or greater than the guarantee amount, customers receive all of the excess benefits. If there is a shortfall, Johnson Controls will pay the difference between the actual and the guaranteed amount in the form of a check or as additional equipment and services.</li> <li>- We repeat the annual tracking and reconciliation process each year throughout the term of the agreement.</li> </ul> |
| 52        | Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.) | A schedule of values is provided with each proposal that provides details of the service or product being provided, outlines timelines, billing, and responsible parties. There are standard communication and response time protocols that will be outlined at the task-order level.   |



**Table 10: Payment Terms and Financing Options**

| Line Item | Question  | Response *   |
|-----------|---|--|
| 53        | Describe your payment terms and accepted payment methods?   | Payment terms are NPR 30 for all invoices. For contracting sales, a schedule of values will be outlined regarding payment intervals throughout the installation process including after-warranty PSA.  |
| 54        | Describe any leasing or financing options available for use by educational or governmental entities.  | It is the intent of Johnson Controls to utilize Sourcewell Approved Leasing Vendor NCL for potential financing of our Sourcewell opportunities.<br>Our organization offers various financial solutions in an effort to remain focused on the financing needs of its customers. Program offerings include:<br>Direct Purchase<br>Fair Market Value (FMV) Purchase Option<br>10% Purchase Option   |
| 55        | Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders. | Systems and Services North America has a wholly-owned branch network that provides proposals directly to customers for requested product or service purchases. Each proposal procured through the Sourcewell contract will be marked in Salesforce as a Sourcewell Cooperative and will have the Sourcewell contract number and will be logged. Additionally, services are quoted and tracked using the Sourcewell "buying group" Upon customer award and invoiced, these sales will be reported to Sourcewell quarterly |
| 56        | Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.  | Johnson Controls will utilize standard commercial quoting tools when quoting Sourcewell opportunities. The primary systemic tools utilized to build proposals are Selection Navigator, Yorkworks, and NxGen when quoting services. Standard JCI commercial terms are incorporated into these proposals.  |
| 57        | Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?  | We do accept P-card procurement and payment, and we do not pass on any fees to the customer.   |

**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

| Line Item | Question  | Response *   |
|-----------|---|--|
| 58        | Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.                              | This agreement will apply to all Johnson Controls Systems and Services North America (SSNA) branches across the United States. Johnson Controls strives to be a company that is easy to do business with. Therefore, our approach for this opportunity is to keep our pricing model simple, easy to use, and transparent.<br><br>Labor Rates<br>For labor rates, each branch location has published street labor rates that are competitive in their local markets. We will be using the approach discounting 10% off of our local branch published street rates (benchmark: Our labor pricing approach is the same approach utilized by Johnson Controls for GSA Schedule 84, which can be used by most state and local government entities). Local labor rates change annually.<br><br>Equipment, Controls, and Solutions<br>For equipment, controls, fire / Security alarm, and parts manufactured by Johnson Controls, our approach is to discount off of our North American List Price (NALP) or List Price depending upon the pricing tool being utilized.<br>For outside purchased HVAC equipment, controls, fire, security, technology equipment, and miscellaneous components, our approach is to mark up over our cost.<br>HVAC Specialty Air Quality Products are custom built, so pricing will vary<br>For miscellaneous 3rd party parts, mechanical subcontracts, electrical subcontracts, piping subcontracts, insulation subcontracts, job services such as cranes, facilities assessments, job specific tools, management & engineering services and surveys, our approach is to mark up over our cost as verified by 3rd party invoice to Johnson Controls. |
| 59        | Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.  | Discounts vary based on equipment and labor. Maximum equipment discounts are 55%.  |
| 60        | Describe any quantity or volume discounts or rebate programs that you offer.  | Volume discounts will be considered on a project-by-project basis. Most SSNA solutions are customized for each facility and do not qualify for volume discounts.   |
| 61        | Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.  | We supply these items at cost + 30%.   |
| 62        | Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer. | Proficiency and Risk (PR) Fee:<br><br>Due to unforeseen conditions and/or circumstances on all proposals Johnson Controls includes PR assessments. The PR fee averages 5%, of the total sell price depending on the risk it could be as high as 10% or as low as 2%.<br><br>In our existing Sourcewell Contract 030817-JHN, this PR Fee has consistently been included in our proposals under miscellaneous as it is part of our systemic pricing tools. Johnson Controls wants to provide customers with complete transparency of our pricing.  |
| 63        | If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.  | Shipping costs are included, as is disposal.   |
| 64        | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.   | Shipping costs are included in the price.  |
| 65        | Describe any unique distribution and/or delivery methods or options offered in your proposal.   | We strive to achieve just-in-time delivery to avoid storage costs and costs associated with damage that can occur when equipment and parts are stored on-site or in a facility for any length of time. Additionally, we do not enforce your warranty until we reach substantial completion. This helps save our customers a little money by not starting the warranty period too early when the system is not yet in use.  |



**Table 12: Pricing Offered**

| Line Item | The Pricing Offered in this Proposal is: *  | Comments   |
|-----------|---|--|
| 66        | b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments. | Pricing methodology is similar to that of past award. Both B and C apply to our response. Depending upon the opportunity discounts are equal to or better than we offer to GPO's and other cooperatives. It is Johnson Controls policy to standardize pricing across Cooperatives and GPO agreements and enable the branch offices to negotiate the additional discounts on an opportunity by opportunity basis. |

**Table 13: Audit and Administrative Fee**

| Line Item | Question   | Response *  |
|-----------|--|---|
| 67        | Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.                                | Pricing calculations under the Sourcewell contract will leverage estimating tools with defined pricing discounts for Sourcewell members. This pricing methodology makes it easy for our field organization and customers to understand pricing practices. Pricing transparency is provided to the customer with each Sourcewell proposal including reference to the Sourcewell contract. Pricing for large sales often has multiple reviews (sales, sales management, and cooperative program office). Small transactional sales are sample reviewed by the cooperative program office. If a pricing discrepancy would be identified all sales by that sales rep through the Sourcewell contract would be self-audited. The sales reporting and administrative fee remittance function are independent of the field sales organization. Fee processing is completed by a centralized GPO and cooperative processing team. This process will help to eliminate issues relating to unreported sales or missing fees under the Sourcewell contract. The centralized team utilizes data contained with our Customer Relationship Management system, booking system, and cooperative proposal log to help ensure completeness in sales reporting and fee submission. |
| 68        | If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.  | Johnson Controls has established KPI's for evaluating the performance of our Cooperative Program. These internal metrics are comprised of data from both sales and finance. For example, one key metric that we utilize is the number of sales representatives that have an active Sourcewell proposal in the Sales Force pipeline  |
| 69        | Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.) | Johnson Controls proposes a 1% administrative fee. On significant opportunities, we would like to leave open our ability to further negotiate a reduction on a case-by-case basis.  |

**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

| Line Item | Question  | Response *  |
|-----------|---|---|
| 70        | Provide a detailed description of the equipment, products, and services that you are offering in your proposal. | <p>Due to character limitation on the Bid Portal, please see the "Table 14A – Depth and Breadth of Offer Equipment Products and Services" document for complete details.</p> <p>Although we have the unique capacity to self-perform most work, we also have the contract management expertise to know when it is appropriate to outsource some functions. Please see our "Subcontracting Scope of Work" document uploaded as an attachment to this response.</p> <p>HVAC System Design, Installation, and Service<br/>                     HVAC Systems:<br/>                     - Standard Air Handling Units (AHUs), Customer AHUs, AMI Modular AHUs<br/>                     - Inefficient air handling unit replacement<br/>                     - HVAC system redesign<br/>                     - Variable frequency drives<br/>                     - Heat recovery systems<br/>                     - Low leakage air dampers<br/>                     - Variable air volume systems<br/>                     - Inlet vanes for centrifugal fan<br/>                     - Demand control ventilation<br/>                     - Exhaust fans<br/>                     - Fan coil units<br/>                     - Motor replacement<br/>                     - Unit heaters/ventilators<br/>                     - Computer room unit optimization<br/>                     - Four-pipe system to two-pipe system<br/>                     - Variable volume system upgrades<br/>                     - System recommissioning<br/>                     - Duct Free Mini Split Systems<br/>                     - Invertors<br/>                     - Pumps<br/>                     - Indoor Air Quality Products and Devices: Active polarization, non-ionizing, electronic air cleaning systems intended to replace passive filtration<br/>                     - Rooftop units<br/>                     - Heat pumps<br/>                     - PTACs<br/>                     - Water source heat pumps<br/>                     - Air Terminal Devices and Heating Products<br/>                     - Lighting systems-disinfectant lighting (UVC light tech) for air handlers</p> <p>Cooling Systems:<br/>                     - Scroll, Rotary, Centrifugal, Reciprocating, Air-Cooled Chillers, Water-Cooled Chillers, Condensing Units, and Absorption Chillers<br/>                     - Chiller replacements<br/>                     - Gas fire centrifugal chillers<br/>                     - Low load chiller<br/>                     - CFC containment conversions<br/>                     - Tower free cooling<br/>                     - Commercial refrigeration</p> |

- Cooling tower upgrade
- Two speed fan motors
- Variable pitch blade cooling tower fan
- Thermal energy storage systems
- Reclaim A.C. heat rejection
- Variable flow system upgrade
- Air-Cooled Variable Refrigerant Flow Systems
- Chilled water temperature reset
- Humidity control
- Absorption chiller
- Gas-fired chiller
- Condenser auto-cleaning
- Conversion to primary secondary, including VSD on pumps
- Cooling towers De-centralization/centralization
- Free cooling

Energy Management and Control Systems:

- In-room control systems
- Direct digital controls
- Pneumatic control conversion
- Manual valves to automatic valves
- Air compressors
- Lab fume hood control
- Multi-system integration
- Load shedding
- Demand management
- Staging / lead-lag
- Optimum start / stop

Heating Systems:

- Heating system redesign and optimization
- Boiler replacement
- Electric to gas fired boiler
- High efficient modular boilers
- Low load boiler
- Burner replacement
- Dual fuel burners
- Oil atomizing burners
- Boiler stack heat reclaim
- Perimeter radiation
- High efficient domestic water heaters
- Gas line turbulators
- Temperature reset control
- Electric heating to gas
- Piping insulation
- Boiler stack reclaim
- Boiler system de-centralization
- Aerator replacement with O2 scavenger
- Automated water treatment
- Condensate recovery

Performance Contracting

- Energy Conservation Measures
- Investment Grade Audits
- Infrastructure Upgrades

OpenBlue

Building Systems

- Building Management System
- Access Control System
- Lighting
- HVAC
- Floor plans

Integrated Workplace Management Systems

- Meeting rooms (size, location, amenities)
- Desk (reservable, status)
- Assets (type and location)
- Other spaces
- Frictionless Access Control
- Facial Recognition
- Skin temperature scanning solution
- Facemask detection
- Thermal imaging, UV sanitizing gates, contact tracing, touchless visitor management

Enterprise IT Systems

- HR & IT System
- Active Directory
- Microsoft Exchange
- CMMS

Third Party Offerings

- Sensors
- Space Scheduler
- Mobile Access
- Parking management
- Travel options (bus, train, car)
- Weather, traffic, stock prices

OpenBlue Healthy Buildings

- OpenBlue Dynamic Spaces
- Face Mask Detection
- Social Distance Monitoring and Contact Tracing
- Intelligent Frictionless Access Control

OpenBlue Companion

- OpenBlue Clean Air
- OpenBlue Location Manager
- OpenBlue Enterprise Management
- OpenBlue Digital Twin
- OpenBlue Secure
- OpenBlue Tailored Services Suite

Smart City Programs

- Traffic analysis
  - Security Cameras
  - Proximity Sensors
  - Pedestrian Counters
  - Digital signage and speakers
  - Gunshot detection
- Utility Meters
- Water Meters
  - Electric Meters
  - Utility billing analysis
  - Utility rate improvements
  - Meter consolidation
  - Electric power factor correction
  - Automatic Meter Reading (AMR)
  - Advanced Metering Infrastructure (AMI) technology – Full scale implementation
  - Meter accuracy improvements
  - Meter typing & sizing upgrades
  - Automatic leak detection system
  - Customer web portal
  - SCADA upgrades
- Distribution Systems and Cogeneration Plants
- Central Utility Plants
  - Cogeneration/CHP Systems
  - Central cooling plant
- Lighting Systems
- Lighting Products: Intelligent lighting, connected lighting, streetlighting, intelligent street lighting, decorative lighting, human-centric lighting, specialty lighting, safety lighting, disinfectant lighting, and commercial lighting.
  - Interior Lighting:
    - o Linear Fluorescent Upgrades: New LED fixtures, LED retrofit kits, LED tubes
    - o CFL/INC/HID Upgrades: New LED fixtures, LED retrofit kits, LED re-lamps
    - o High Bay Fixtures: New LED fixtures
  - Exterior Lighting:
    - o Building Mounted: Wall packs, floods, canopy
    - o Pole Mounted: Area and street lights, Post top decorative, High mast, Parking garages
  - Lighting Controls:
    - o Room based controls: occupancy sensors, Photocell sensors
    - o Stand-alone Networked controls
    - o Integrated Networked controls with BAS
    - o Smart City controls
  - Human-Centric Lighting (HCL): HCL systems combine intelligent lighting control with LED lamps and fixtures that have the ability to change their color temperature and intensity. Light varies during the day according to the natural lighting cycle:
    - o Low light levels and low CCTs (Correlated Colour Temperature) in the early morning
    - o High light levels and high CCTs at midday (up to 10,000 K)
    - o Low light levels and low CCTs during evening
    - o Extremely low light levels and a medium CCT under moonlight
  - Smart Building-Wide Lighting Control
  - Building Automation System Integration
  - Business Optimization
- Building Envelope Systems
- Window glazing
  - Tinted window film
  - Energy efficient windows
  - Window and door weather stripping and caulking
  - Revolving doors
  - Air curtains
  - Automatic door closers
  - Roofing
  - Insulate walls, roof, floor, soffit
  - Caulk pipe penetrations
  - Seal ceiling to roof gap
  - Solar radiation reduction
  - Reflective coating to roof
  - Weatherproofing
- Water and Sewage Systems
- Water Conservation
- Retrofit flush valves, showerheads, faucets, toilets
  - Automated water systems
  - Cooling tower retrofits
  - Ice machine upgrades
  - High efficiency domestic water heaters
  - Waste heat recovery
- Water Supply/Treatment/Distribution
- Raw water pumping
  - High service pumps
  - Backwash water pumps (filtration plants)
  - Water control systems
  - Plumbing systems
  - Irrigation systems
  - Domestic water
  - Rain water harvesting
- Wastewater Collection and Treatment
- Wastewater lift pumps
  - Aeration system improvements (diffusers, controls, blowers)
  - Digester gas to energy projects
  - Digester improvements
- Flood Control
- Flood control systems
  - Flood monitoring systems
  - Integrated traffic control and monitoring systems
- Renewable Energy Systems
- Solar photovoltaic
  - Wind turbines

- Geothermal heat pumps
- Microgrid
- Energy storage
- Solar daylighting
- Biomass plants
- Solar thermal pool heating
- Solar thermal domestic water heating
- Solar transpired walls
  
- Distributed Energy Storage
- Battery Power Stationary Storage
- Energy Storage System - In-Building
- Modular Container Distributed Energy Storage System
- Thermal Energy Storage Systems
- Ice Storage
  
- Sewer Heat Recovery
- Waste Heat Recovery and Urban Biogas Utilization
  
- Microgrids
  
- Connected Technologies
- Audio-Visual
- Data Cabling
- LAN/WAN/Voice
- Distributed Antenna Systems
- Nurse Call Systems
- Security Systems
- HL7 Integrations
  
- Pool Systems/Environment and Recreational Spaces
- Additional Systems
- Loading dock air curtains
- Ceiling systems
- Electrical power systems
- Emergency generators
- Turbine generators
- Switch gear
- Elevator modernization
- Waste management
- Waste compactors
- Red bag waste
- Pool covers and pool heat recovery
- Air and water balance
- Power factor correction
- Fleet management
- Start-up and commissioning
- High efficiency water heating
- Instantaneous hot water heating and removal of large storage tanks
- Waste heat recovery for dryers and kitchens
- Conversion of electric kitchen equipment to gas
- Water savings measures for kitchen and laundry
- Ozonated laundry upgrades
- Kitchen equipment
- Dishwasher replacement
- Walk-in coolers optimization
- Exhaust system optimization
- Kitchen design
- Laundry systems
  
- Service and Maintenance
  
- Public Relations
  
- Security
- 24/7 remote monitoring
- Access control
- Advanced video surveillance
- Intrusion detection
  
- Fire, Life-Safety & Hazard Protection
- Fire alarm systems
- Fire sprinkler systems
- Fire suppression systems
- Mass notification systems
- Special hazard solutions
- Extinguishers
- Mass Notification
- Special Hazard
- Sprinkler
  
- Operational Intelligence & Loss Prevention
- Information management solutions
- Real-time location systems (RTLS) for asset management
- Video and traffic analytics

|    |  |  |
|----|--|--|
| 71 | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | <ul style="list-style-type: none"> <li>- Renewable Technologies</li> <li>- Indoor Air Quality</li> <li>- Lighting Systems</li> <li>- Energy Efficiency</li> <li>- Greenhouse Gas Reduction</li> <li>- Smart Building Technologies</li> <li>- Smart City Technologies</li> <li>- Artificial Intelligence</li> <li>- Security</li> <li>- Connected Technologies</li> <li>- Energy Storage</li> <li>- Microgrids</li> <li>- HVAC Equipment</li> <li>- Controls</li> <li>- Building Automation Systems</li> <li>- Energy Management Systems</li> <li>- Operational Intelligence and Asset Management</li> <li>- Fire alarm and suppression</li> <li>- Security</li> <li>- Extinguishers</li> <li>- Sprinkler</li> <li>- Mass Notification</li> <li>- Special Hazard</li> </ul> |
|----|--|--|

**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

| Line Item | Category or Type  | Offered *  | Comments  |
|-----------|---|--|---|
| 72        | HVAC, IAQ, and water heating or treatment infrastructure, equipment, components, products, parts, and related technology  | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | See attachment 14A - Depth and Breadth of Offer Equipment Products and Services |
| 73        | Sensors, controls, thermostats, gauges, and system automation or management products and technology   | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | See attachment 14A - Depth and Breadth of Offer Equipment Products and Services |
| 74        | Services related to the offering of the solutions described in Lines 72 and 73 of Table 14B above, including installation, maintenance, repair, refurbishment, replacement, system upgrades, emergency or short-term HVAC equipment rental, assessment, integration, training, support, and customization | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | See attachment 14A - Depth and Breadth of Offer Equipment Products and Services |

**Exceptions to Terms, Conditions, or Specifications Form**

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

**Documents**

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
  2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
  3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
  4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Sourcewell Pricing Table 07 01 21 Final Rev.docx - Wednesday June 30, 2021 14:58:28
  - [Financial Strength and Stability](#) - 2020-10-k-for-jci-site.pdf - Monday June 28, 2021 14:57:33 [Marketing Plan/Samples](#) - Marketing Doc.pdf - Tuesday June 29, 2021 09:58:10
  - [WMBE/MBE/SBE or Related Certificates](#) (optional)
  - [Warranty Information](#) - Project Warranty Letter.pdf - Monday June 28, 2021 16:09:35
  - [Standard Transaction Document Samples](#) - HS HP Upgrade and Service Sample Proposals.pdf - Monday June 28, 2021 15:40:04
  - [Upload Additional Document](#) - Table 2 Certification and Table 14A Additional Info.zip - Tuesday June 29, 2021 10:31:24

**Addenda, Terms and Conditions**

**PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcwell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcwell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcwell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcwell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jeremy Rainwater, VP & GM HVAC and Controls North America, Johnson Controls, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes  No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

| File Name   | I have reviewed the below addendum and attachments (if applicable) | Pages |
|---|--|-------|
| <b>Addendum_4_HVAC_Systems_Services_RFP_070121</b><br>Tue June 22 2021 04:10 PM | <input checked="" type="checkbox"/>                                | 1     |
| <b>Addendum_3_HVAC_Systems_Services_RFP_070121</b><br>Wed May 26 2021 04:55 PM  | <input checked="" type="checkbox"/>                                | 1     |
| <b>Addendum_2_HVAC_Systems_Services_RFP_070121</b><br>Tue May 18 2021 03:45 PM  | <input checked="" type="checkbox"/>                                | 1     |
| <b>Addendum_1_HVAC_Systems_Services_RFP_070121</b><br>Mon May 17 2021 01:50 PM  | <input checked="" type="checkbox"/>                                | 1     |

## **AGREEMENT**

THIS AGREEMENT IS MADE AND ENTERED INTO THIS 30<sup>th</sup> DAY OF September, 2022, by and between the Sacramento City Unified School District ("District") and Johnson Controls, Inc. or "JCI" ("Contractor") ("Agreement").

**WITNESSETH:** That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

- 1. The Work:** Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

**PROJECT: METASYS (HVAC CONTROL UPGRADE) AT CAPITAL CITY**

It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents including, without limitation, the Drawings and Specifications and submission of all documents required to secure funding or by the Division of the State Architect for close-out of the Project, under the direction and supervision of, and subject to the approval of, the District or its authorized representative.

- 2. The Contract Documents:** The complete Contract consists of all Contract Documents as defined in the General Conditions, the JCI Rider to Installation Agreement dated June 15, 2022 ("Rider"), and the Memorandum of Understanding between JCI and the District dated February 28, 2022 ("MOU") all of which are incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
- 3. Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 18 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.
- 4. Time for Completion:** It is hereby understood and agreed that the work under this contract shall be completed within per the Project Schedule "HVAC Metasys Upgrades Inc 1 Phase 2 Various Schools" ("Contract Time") from the date specified in the District's Notice to Proceed.



**5. Completion-Extension of Time:** Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.

**6. Liquidated Damages:** Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of Five Hundred dollars (\$500) per day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work. It is hereby understood and agreed that this amount is not a penalty.

In the event that any portion of the liquidated damages is not paid to the District, the District may deduct that amount from any money due or that may become due the Contractor under this Agreement. The District's right to assess liquidated damages is as indicated herein and in the General Conditions.

The time during which the Contract is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the District may grant. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

**7. Loss Or Damage:** The District and its authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold the District and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.

**8. Insurance and Bonds:** Before commencing the Work, Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.

**9. Prosecution of Work:** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

**10. Authority of Architect, Project Inspector, and DSA:** Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), and the Division of the State Architect have authority to approve and/or stop Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the

California Code of Regulations, and all applicable laws. The Contractor shall be liable for any delay caused by its non-compliant Work.

- 11. Assignment of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
- 12. Classification of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type C-20 Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
- 13. Registration as Public Works Contractor:** The Contractor and all Subcontractors currently are registered as public works contractors with the Department of Industrial Relations, State of California, in accordance with Labor Code section 1771.4.
- 14. Payment of Prevailing Wages:** The Contractor and all Subcontractors shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.
- 15. Labor Compliance:** This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and Title 8 of the California Code of Regulations. Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of Division 2, Part 7, Chapter 1, of the Labor Code, including, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate electronic certified payroll records as required by the Contract Documents, or the District may not issue payment.
- 16. Contract Price:** In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

**One Hundred Ninety-One Thousand Six Hundred Ninety-Nine and 76/100 Dollars  
(\$191,699.76)**

which sum is to be deducted from the V-Pac Credit [OR] applied toward the V-Pac Balance described in the MOU, according to the schedule provided by the Contractor and accepted by the District and subject to additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s).

- 17. Severability:** If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

**JOHNSON CONTROLS, INC.**

**SACRAMENTO CITY UNIFIED  
SCHOOL DISTRICT**

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

\_\_\_\_\_  
By: Rose Ramos

Title:

Title: Chief Business Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

NOTE: If the party executing this Contract is a corporation, a certified copy of the by-laws, or of the resolution of the Board of Directors, authorizing the officers of said corporation to execute the Contract and the bonds required thereby must be attached hereto.

END OF DOCUMENT



**Johnson Controls  
Rider to Installation Agreement**

This Rider is made as of **October 12, 2022** by and between **Johnson Controls, Inc.** ("Johnson Controls") and Sacramento City Unified School District ("Customer") and amends the Metasys (HVAC Control Upgrade) at Capital City (the "Agreement"). This Rider is effective as of the date of last signature below. The provisions of this Rider supersede and replace any other agreement or agreements between Johnson Controls and Customer with respect to the subject matters covered by this Rider and constitutes the entire agreement of the parties on the subject matter hereof.

- 1. **Indemnity.** Section 14.2.1 of the General Conditions only, shall be replaced with the following: Johnson Controls agrees to indemnify Customer, its board members, officers, representatives, contractors, agents, and employees, in both individual and official capacities for all damages, losses and expenses with respect to any third-party claims, including those for personal injury, including death, or tangible property damage but only to the extent such damages, losses and expenses are caused by the negligent acts or willful misconduct of Johnson Controls in fulfilling its obligations under this agreement. In the event Johnson Controls is obligated to indemnify Customer as set forth above, Johnson Controls has the right but not the obligation to defend Customer against third-party claims. If Johnson Controls elects to undertake such defense, then Johnson Controls shall have exclusive control over the defense.
  
- 2. **Waiver of Consequential Damages.** **IN NO EVENT, WHETHER IN CONTRACT, TORT OR OTHERWISE (INCLUDING BREACH OF WARRANTY, NEGLIGENCE, PRODUCT LIABILITY AND STRICT LIABILITY IN TORT), WILL JOHNSON CONTROLS AND ITS AFFILIATES AND THEIR RESPECTIVE PERSONNEL, SUPPLIERS AND VENDORS BE LIABLE TO CUSTOMER (DIRECTLY OR INDIRECTLY) UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY ARISING FROM, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR ANY: (A) SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES (WITH LIQUIDATED DAMAGES NOT BEING WAIVED BY THIS PARAGRAPH); (B) LOST PROFITS, REVENUES, DATA, CUSTOMER OPPORTUNITIES, BUSINESS, ANTICIPATED SAVINGS, OR GOODWILL; (C) BUSINESS INTERRUPTION; OR (D) DATA LOSS OR OTHER LOSSES ARISING FROM VIRUSES, RANSOMWARE, CYBERATTACKS OR FAILURES OR INTERRUPTIONS TO NETWORK SYSTEMS.**
  
- 3. **Insurance.** Johnson Controls shall maintain insurance to cover its proportionate share of liability in amounts set forth below in full force and effect at all times until the (a) obligations under the Agreement have been completed or (b) the Agreement is cancelled or terminated, and shall provide a certificate evidencing such coverage promptly following a Customer's request.

| <u>COVERAGES</u>                             | <u>LIMITS OF LIABILITY</u>                          |
|--|---|
| Workmen's Compensation Insurance             | Statutory   |
| Commercial General Liability Insurance       | \$1,000,000 Per Occurrence<br>\$2,000,000 Aggregate |
| Comprehensive Automobile Liability Insurance | \$1,000,000 Combined Single Limit                   |

The above limits may be obtained through primary and excess policies and may be subject to self-insured retentions.

Any insurance protection afforded to the Customer under this policy will be limited to the terms of the certificate of insurance and/or endorsement and will not expand upon, alter, supplant, or supersede Johnson Controls' contractual obligations hereunder including any indemnification obligations. The amount payable under the policy will be the lesser of the amount required by the contract and the limits provided by the policy.

Customer shall maintain all insurance coverage that 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.

- 4. **Payment.** All undisputed amounts 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 disputed amounts are due and payable upon resolution. All other amounts remain due within thirty (30) days. Work performed on a time and material basis shall be at Johnson Controls' then-prevailing rate for material, labor, and related items, in effect at the time supplied under this Agreement. Johnson Controls shall invoice Customer for progress payments to 100% percent based upon equipment delivered or stored, and services performed. In the event project duration exceeds one month, Johnson Controls reserves the right to submit partial invoices for progress payments for work completed at the project site. Customer agrees to pay any progress invoices in accordance with the payment terms set forth herein. Customer's

failure to make payment when due is a material breach of this Agreement and will give Johnson Controls, without prejudice to any other right or remedy, the right to (a) stop performing any Services and/or withhold further deliveries of Equipment and other materials; terminate or suspend any unpaid software licenses; and/or terminate this Agreement; and (b) charge Customer interest on the amounts unpaid at a rate equal to the lesser of 1.5% per month or the maximum rate permitted under applicable law, until payment is made in full. Customer agrees to pay all of Johnson Controls reasonable collection costs, including legal fees and expenses. Customer agrees to pay a deposit equal to 30% of the project sell price (pre-tax) prior to Johnson Controls providing any labor or materials on the project.

5. **Force Majeure.** Johnson Controls shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to perform under this Agreement, caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is an event beyond the reasonable control of Johnson Controls, foreseeable or unforeseeable, including, without limitation, acts of God, severe weather, declared or undeclared natural disasters, acts or omissions of any governmental authority including change in applicable law, epidemics, pandemics, disease, viruses, quarantines or other public health risks and/or responses, strikes, lock-outs, labor shortages or disputes, an increase of 5% or more in tariffs, fires, explosions or other casualties, thefts, vandalism, civil disturbances, riots, war, terrorism, power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation. If Johnson Controls' performance is delayed, impacted, or prevented by a Force Majeure Event or, its continued effects, Johnson Controls shall be excused from performance under the Agreement. If Johnson Controls is delayed in achieving any scheduled milestones due to a Force Majeure Event, Johnson Controls will be entitled to extend such milestones by the amount of time Johnson Controls was delayed as a result of such event.

Sacramento City Unified School District

Johnson Controls, Inc.

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

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

By: Rose Ramos

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

Title: CBO

Title: \_\_\_\_\_

June 9, 2022

**Attention:** Mike Taxara at SCUSD

**Subject:** SCUSD – Metasys Upgrades Inc 1 Phase 2

Johnson Controls is pleased to provide the following proposal:

**This scope of work is based on the following bidding documents:**

- Plans: None
- Spec: 27 00 00 Telecom and Raceway, 26 05 33.13 Conduit and Fittings, 23 09 00 BACS Spec – as confirmed via email to the district 3.22.22
- Job walks with Mike at SCUSD and Chris Cuff at KMM and Zac Dillow with JCI.
- No formal criteria docs were given, the scope below is JCI’s understanding of the verbal discussions and is the limit of what JCI will perform.
- JCI has checked for unit counts via 5 different means
  - SCUSD Provided Maintenance Sheets
  - Counts using Google Map Images
  - Air Table Unit Counts provided by CECI
  - Air Table Room Counts as provided by CECI
  - Job Walks with the customer

The counts below is the counts as discovered by JCI via the means above. If after JCI engineering we discover fewer units than proposed – JCI will offer a credit corresponding to the change.

**Method of Procedure:**

The goal of this scope of work is to remove and replace the dysfunctional KMC and Allerton control systems at the sites shown below in a like for like manner. We aim to do this a little impact to school function as possible. This will require a combination of normal hours and off hours work. JCI will build the Metasys system in parallel with the existing systems performing as much of the wiring, programming, commissioning as possible prior to “cut over” where we will start to take actual control of the mechanical systems piece by piece.

Preliminary Engineering – Per site, JCI will generate a set of controls submittal documents that outline the points, material, terminations diagrams and sequence of operation (including economizer control) for each piece of equipment. JCI will identify mounting locations for the field controllers and the location of the JCI engine and the proposed trunk routing (which may mean having the SNE in the middle of trunk vs the end of line). JCI will include a preliminary schedule for each site. JCI will include a graphics and MUI submittal. This will require site walks by JCI and our subs. Prior to beginning any work or ordering any material – JCI will review these documents with SCUSD, and upon SCUSD approval these submittals will become the formal scope of work document to be referred too.

The first step will be building the Metasys BACnet network on each campus. During normal hours (where allowable) JCI will install a new Network Engine for each site – connect it to power and SCUSD Network. We will then run conduit/rigid on the exterior of the buildings to each piece of roof mounted or grade mounted rooftop equipment. JCI will re-use existing pathways as allowable.

The second step will be preparing each piece of mechanical equipment for cut over. JCI will install during normal hours (as allowable) a new enclosure with a JCI controller in it. JCI will power this controller using the existing 24V power source assumed available on the RTU equipment. JCI will install the various SCUSD required monitoring sensors on the unit, connect them to the JCI controller. JCI will prep the controller to land at the manufacture terminal strip for control of heating, cooling and fan – but not perform the actual termination work until cut over.



The third step will be a pre-functional test of the network. Having the engine installed, controllers powered up and connected to the engine – JCI will download controllers and perform check out of the monitoring sensors that we can. JCI will check bus integrity and proper controls communication with the head end. JCI will also perform the head end work – generating the user views, graphics and MUI configurations for the sites. At this point the system will be “online” but a lot of the points will be “offline” as they will exist in the software – but will not exist in reality as we have not performed cut over yet. The goal of this step is to have everything ready such that when the terminal point does get connected during that cut over – it will “know where to go” in the software and the ??? question marks will turn to actual data with values as measured by sensors in the space.

The 4<sup>th</sup> step will be the cut over step. This work will be performed off hours and is the moment JCI will disconnect existing control and bring full control to Metasys. JCI will perform work in the class room and administrative spaces, installing zone temperature sensors, zone CO2 sensors, terminating at the thermostat interface on the RTU and taking over control of the economizer (where applicable). Once everything is now connected, and terminations verified – JCI will perform another functional test of the unit commanding heating, cooling, fan and visually confirming the RTU receives and responds to these commands. JCI will confirm the user interface, graphics and MUI get populated with the now connected data. JCI will also confirm the SCUSD specialty sequences (Auto Demand Response, Smoke Mode, Virus Mode) on a global basis – commanding the site into the various mode, but only visually inspecting a handful of units. This step will take multiple evenings and weekends with JCI performing as many of the cutovers as we can in a workday. JCI will cut over units and ensure they are functional by 7am the following day or by 7am Monday for work performed over the weekend.

In the event that a unit fails its functional test, JCI will reconnect the existing controls infrastructure as it was, diagnose and retry at a later time.

Step 5 will be demolition of the existing system. Once the entire campus is complete. JCI will perform demolition of the existing controls system. JCI will remove all wire associated with the existing system, demo all controllers, sensors, enclosures, power supplies and crate them for delivery to the owner. Work exterior to the building will be normal hours and work interior to the building will be off hours. The only thing that will remain of the old system is the pathway that connected it.

Customer Checkout – The final step will be walking the site with SCUSD and performing a customer checkout of the system. It will also include sitting with the district at the head end and reviewing the user interface, graphics and MUI configuration. The customer at this point will have an opportunity to challenge, test, explore, as questions on the installation generating a punch list. JCI will remediate any of these punch list items and after completion of the, the warranty period will begin.

Post Engineering – JCI will provide a set of as builts with final trunk mapping to the customer to serve as record documents for SCUSD. This as builts will include a copy of the completed punch list.

Warranty – JCI warrants our work for a period of 1 year labor and 3 years material. Material warranty begins at time of manufacture (date code as published on the JCI controller).

*This information is confidential between JCI and SCUSD and not to be shared outside of these negotiations. They represent the intellectual property of JCI engineering the approach to the task at hand.*

#### **Method of Procedure – Summer work**

JCI intends to complete some of the sites during the summer. We would like to reserve this for the more complex sites such as high schools with larger footprints and more complex HVAC systems. Seeing there will be no students



Johnson Controls Inc.  
Building Efficiency, Branch 110  
103 Woodmere Rd Suite #110, Folsom CA 95630  
Tel 916 294-8800 Fax 916 294-8889

DIR: 1000000593  
CL#: 22445



during the summer – the goal to have units back online by 7am is no longer a requirement. As such – JCI will follow a traditional construction process starting with complete demo of the existing system, installation of the new system leveraging existing pathway as deemed appropriate (JCI will still pull brand new cable) and ending with programming, functional testing and commissioning of the system. All pre/post engineering activities will remain the same. All customer checkout/warranty will remain the same. The actual sites to be performed over the summer will be determined per the KMM schedule as verified by JCI.

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Tel 916 294-8800 Fax 916 294-8889

DIR: 1000000593  
CL#: 22445



## Success Academy

| Qty | Description  |
|-----|--|
| 1   | Site Engineering to generate<br>-Controls submittals with drawings, points lists, SOO's, controller locations, proposed trunk mapping<br>-Identify any asbestos concerns<br>-Confirm quantity of economizers JCI will take over<br>-Confirm if pathway exists to portables<br>-Generate as-built submittals for SCUSD record   |
| 1   | Coordination meeting with customer for review of JCI submittals to confirm scope of work   |
| 1   | Site walk with customer after completion to generate punch list  |
| 1   | SCUSD custom sequences<br>-Virus Mode<br>-Smoke Mode<br>-Auto DR<br>-Optimized start/stop<br>-FDD on all economizers taken over by JCI   |
| 1   | Outside air temperature sensor for site  |
| 1   | New SNE1050 in enclosure<br>-Requires IP address provided by SCUSD<br>-Engine will be installed in the middle of the trunk for ease of trunk installation  |
| 16  | Control of package rooftop equipment<br>-New NEMA 3R Enclosure with CGM mounted inside<br>-Interlock to unit terminal strip to command heat, cool, fan<br>-Discharge air temperature<br>-Return air temperature<br>-Compressor Amperage sensor<br>-Fan amperage sensor<br>-New damper actuator for (e) Outside Air damper with damper feedback<br>-Zone Temperature Sensor – SA Bus<br>-Zone CO2 sensor – SA Bus |
| 10  | Control of BARD Portable Units<br>-New NEMA 3R Enclosure with CGM mounted inside<br>-Interlock to unit terminal strip to command heat, cool, fan<br>-Discharge air temperature<br>-Return air temperature<br>-Compressor Amperage sensor<br>-Fan amperage sensor<br>-New damper actuator for (e) Outside Air damper with damper feedback<br>-Zone Temperature Sensor – SA Bus<br>-Zone CO2 sensor – SA Bus       |

Johnson Controls Inc.  
 Building Efficiency, Branch 110  
 103 Woodmere Rd Suite #110, Folsom CA 95630  
 Tel 916 294-8800 Fax 916 294-8889

DIR: 1000000593  
 CL#: 22445



- 2 Loytech Zones for Portables
  - Loytech BACnet MS/TP to IP converter
  - NEMA 1 Can with Key Lock and perf liner
  - Plug in power supply (requires JCI utilizing a single gang socket to power device)

| <u>Summary</u>         | <u>Sourcewell Cost</u> |                   |
|------------------------|------------------------|-------------------|
| Material               | \$                     | 65,786.58         |
| JCI Labor              | \$                     | 47,058.50         |
| Subcontractor Graphics | \$                     | 1,098.24          |
| Market Value Installer | \$                     | 150,397.97        |
| Profficiency and Risk  | \$                     | 26,434.13         |
|                        |                        |                   |
|                        |                        |                   |
| <b>Grand Total</b>     | <b>\$</b>              | <b>290,775.42</b> |

# SEE SEPARATE CONTRACT

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## Fr. Keith B. Kenny

| Qty | Description  |
|-----|--|
| 1   | Site Engineering to generate<br>-Controls submittals with drawings, points lists, SOO's, controller locations, proposed trunk mapping<br>-Identify any asbestos concerns<br>-Confirm quantity of economizers JCI will take over<br>-Confirm if pathway exists to portables<br>-Generate as-built submittals for SCUSD record   |
| 1   | Coordination meeting with customer for review of JCI submittals to confirm scope of work   |
| 1   | Site walk with customer after completion to generate punch list  |
| 1   | SCUSD custom sequences<br>-Virus Mode<br>-Smoke Mode<br>-Auto DR<br>-Optimized start/stop<br>-FDD on all economizers taken over by JCI   |
| 1   | Outside air temperature sensor for site  |
| 1   | New SNE1100 in enclosure<br>-Requires IP address provided by SCUSD<br>-Engine will be installed in the middle of the trunk for ease of trunk installation  |
| 4   | Control of package rooftop equipment<br>-New NEMA 3R Enclosure with CGM mounted inside<br>-Interlock to unit terminal strip to command heat, cool, fan<br>-Discharge air temperature<br>-Return air temperature<br>-Compressor Amperage sensor<br>-Fan amperage sensor<br>-New damper actuator for (e) Outside Air damper with damper feedback<br>-Zone Temperature Sensor – SA Bus<br>-Zone CO2 sensor – SA Bus |
| 5   | Control of BARD Portable Units<br>-New NEMA 3R Enclosure with CGM mounted inside<br>-Interlock to unit terminal strip to command heat, cool, fan<br>-Discharge air temperature<br>-Return air temperature<br>-Compressor Amperage sensor<br>-Fan amperage sensor<br>-New damper actuator for (e) Outside Air damper with damper feedback<br>-Zone Temperature Sensor – SA Bus<br>-Zone CO2 sensor – SA Bus       |



- 10 Control of Split System Furnace
  - New NEMA 3R Enclosure with CGM mounted inside
  - Interlock to unit terminal strip to command heat, cool, fan
  - Discharge air temperature
  - Return air temperature
  - Compressor Amperage sensor
  - Fan amperage sensor
  - New damper actuator for (e) Outside Air damper with damper feedback
  - Zone Temperature Sensor – SA Bus
  - Zone CO2 sensor – SA Bus
  
- 1 Loytech Zones for Portables
  - Loytech BACnet MS/TP to IP converter
  - NEMA 1 Can with Key Lock and perf liner
  - Plug in power supply (requires JCI utilizing a single gang socket to power device)

| <u>Summary</u>         | <u>Sourcewell Cost</u> |                   |
|------------------------|------------------------|-------------------|
| Material               | \$                     | 56,394.82         |
| JCI Labor              | \$                     | 38,129.00         |
| Subcontractor Graphics | \$                     | 1,098.24          |
| Market Value Installer | \$                     | 76,863.65         |
| Profficiency and Risk  | \$                     | 17,248.57         |
|                        |                        |                   |
| <b>Grand Total</b>     | <b>\$</b>              | <b>189,734.28</b> |

## Capital City School

| Qty | Description  |
|-----|--|
| 1   | Site Engineering to generate<br>-Controls submittals with drawings, points lists, SOO's, controller locations, proposed trunk mapping<br>-Identify any asbestos concerns<br>-Confirm quantity of economizers JCI will take over<br>-Confirm if pathway exists to portables<br>-Generate as-built submittals for SCUSD record   |
| 1   | Coordination meeting with customer for review of JCI submittals to confirm scope of work   |
| 1   | Site walk with customer after completion to generate punch list  |
| 1   | SCUSD custom sequences<br>-Virus Mode<br>-Smoke Mode<br>-Auto DR<br>-Optimized start/stop<br>-FDD on all economizers taken over by JCI   |
| 1   | Outside air temperature sensor for site  |
| 1   | New SNE1050 in enclosure<br>-Requires IP address provided by SCUSD<br>-Engine will be installed in the middle of the trunk for ease of trunk installation  |
| 18  | Control of BARD Portable Units<br>-New NEMA 3R Enclosure with CGM mounted inside<br>-Interlock to unit terminal strip to command heat, cool, fan<br>-Discharge air temperature<br>-Return air temperature<br>-Compressor Amperage sensor<br>-Fan amperage sensor<br>-New damper actuator for (e) Outside Air damper with damper feedback<br>-Zone Temperature Sensor – SA Bus<br>-Zone CO2 sensor – SA Bus |
| 1   | Loytech Zones for Portables<br>-Loytech BACnet MS/TP to IP converter<br>-NEMA 1 Can with Key Lock and perf liner<br>-Plug in power supply (requires JCI utilizing a single gang socket to power device)  |

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| <u>Summary</u>         | <u>Sourcewell Cost</u> |                   |
|------------------------|------------------------|-------------------|
| Material               | \$                     | 45,874.23         |
| JCI Labor              | \$                     | 32,912.77         |
| Subcontractor Graphics | \$                     | 1,098.24          |
| Market Value Installer | \$                     | 94,387.27         |
| Profficiency and Risk  | \$                     | 17,427.25         |
|                        |                        |                   |
|                        |                        |                   |
| <b>Grand Total</b>     | <b>\$</b>              | <b>191,699.76</b> |

**Total Price for ALL Inc 1 Phase 2 Group 4 Sites** **\$672,209.46**



## Clarifications/Exclusions/Terms and Conditions

### Clarifications:

1. All work outside of the classroom will be done normal hours
  - a. Inclusive of work on roof, work in telecom/electrical rooms, work in exterior hallways.
2. All work inside the classroom will be done off hours
3. During the scope of work – SCUSD will be required to interface to 2 systems to control a site as we incrementally cut over equipment to Metasys
4. Rigid on roof – EMT conduit elsewhere – plenum rated where concealed
5. New pathway in the classroom will be surface mount wire mold – Plastic 2300 mechanically fastened. New back boxes for sensors will be plastic surface mount.
6. JCI will provide NEW WIRE for all devices. JCI will not leverage existing wire, only existing pathway.
7. JCI will Stop Work when we encounter any Asbestos on the site. Asbestos remediation is by others. JCI will not resume work until asbestos has been abated. This is per JCI safety policy.
8. JCI will take over economizer control with a new JCI actuator as feasible. During site engineering, if discovered that spaces are too cramped for a new actuator – JCI will make it known to the district and provide a credit to remove that from the SOW or ADD to perform the mechanical work required to take control of the OA damper.
9. Temperature Sensors to be NSB8BTN141-0 – white, warm cool adjust, no display, no occupancy, no JCI logo
10. Separate CO2 sensors to be NSB8BNC041-0 – white, CO2 only, no display, no JCI logo
11. JCI will provide 120V power insofar as to power network engine only
12. JCI will provide network cable insofar as to connect network engine to the telecom room only
13. Upon further review – a TEC option for the project is more expensive and not recommended. The TEC option requires more after hours work and significantly decreases the amount of pre-commissioning JCI can perform as TEC will not be able to come online prior to step 4. While there is a material savings, the net increase in afterhours labor for TEC installation and commissioning negates and overcomes any material savings. Furthermore, the TEC does not future proof the district for any custom programming they may need in the future and have required in the past.
14. Priced per Sourcewell (Formerly NJPA) Contract #070121-JHN
15. Per communication from Mike – all equipment enclosures are NEMA 3R with lockable key, whether indoor or outdoor. This however does NOT apply to the SNE panel or network equipment panels (Loytech) – these will be the JCI standard panels which are NEMA 1. JCI expects most controllers will be installed outdoors on equipment.
16. The counts noted on this proposal is the finite number of units JCI will take control over. If fewer or additional units are discovered during engineering walks – the district that their discretion can add/remove units to the scope via change order.

### Exclusions:

1. Any and all 120V wiring outside of powering the engine
2. Any and all door status or window status monitoring
3. Any and all occupancy sensors – programming occupied standby mode
4. Installing CO2 sensors 5ft from operable doors/windows.
5. Updating any of the controls system to meet current code – JCI's understanding is this is a maintenance project removing and replacing aging/dysfunctional systems with a new Metasys system – Like for Like



6. Professional engineering services to confirm sites comply with current code. JCI does not have stamped PE's on staff and cannot offer this service
7. JCI excludes upgrading/changing/enhancing any existing pathway we may use in our work.
8. Work with 3<sup>rd</sup> party commissioning agents
9. Customer training. SCUSD is an experienced user and we don't not feel any training is required.
10. Mechanical upgrades – JCI excludes doing any mechanical work. All mechanical equipment is assumed to be functioning. This includes repairing dampers, replacing economizers, changing unit controllers, swapping out compressors etc.
11. Taking control of exhaust fans
12. Taking control of kitchen hoods
13. Taking control of mini splits
14. CO2 display in the space
15. Temperature display in the space
16. Relocating CO2 sensors, they will be placed either right next to or right below the (e) temperature sensors.
17. Providing new network or power infrastructure (switches, breakers etc).
18. Indicator light to alert if CO2 in the space is over a certain value

Thank You! As always call with any comments, questions or concerns.

*Quote valid for 30 days*

Zac Dillow

HVAC Systems Sales Engineer – Johnson Controls  
925-719-7785 (mobile)  
Zachary.j.dillow@jci.com

**CUSTOMER APPROVAL:**

Total Price: \_\_\_\_\_

Customer Name: \_\_\_\_\_

Company: \_\_\_\_\_

Signature (\*) \_\_\_\_\_

Date: \_\_\_\_\_

\* By signing this proposal, you agree to purchase the bill of material as described in this proposal document, pursuant to the attached standard terms and conditions and for the Total Price documented on the above line.

## Standard Terms and Conditions

**(1) AGREEMENT AND LIMITATIONS.** This document (the "Agreement") sets forth the terms and conditions of any sale by Seller of the specified product, equipment or services indicated on the reverse side hereof or attachment and is expressly made conditional on the assent of Buyer (hereinafter "Buyer") to these Standard Terms and Conditions. Buyer's acceptance of any part of the product, equipment or services sold or Buyer's instructions to Seller to begin work or to ship any product or equipment after receipt of these Standards Terms and Conditions shall constitute such assent, and a waiver of all terms and conditions in its purchase order or similar document which are different from or additional to those set forth herein. Seller's failure to object to provisions contained in any communication from Buyer shall not be deemed a waiver of these Standard Terms and Conditions. References to "products" or "equipment" herein shall mean the product and equipment to be furnished by Seller as identified on the applicable Seller Quotation. These Standard Terms and Conditions may be modified or rescinded only by a writing signed by authorized representatives of both Seller and Buyer.

**(2) TERMINATION OR MODIFICATION.** Accepted orders may be cancelled or modified by Buyer only with Seller's express written consent. If cancellation or modification is allowed, Buyer agrees to pay to Seller all expenses incurred and damage sustained by Seller on account of such cancellation or modification, plus a reasonable profit.

**(3) PRICE, SHIPMENT, AND PAYMENT.** Prices on accepted orders are firm for a period of 90 days from date of acceptance. Prices for products may be adjusted by Seller, upon notice to Buyer at any time prior to shipment, to reflect any increase in Seller's cost of raw materials (e.g., steel, aluminum) incurred by Seller after issuance of Seller's applicable proposal or quotation. Price and delivery is F.O.B. point of manufacture, unless otherwise provided. Unless otherwise agreed to in writing by Seller, all payments are due net thirty (30) days from the date of invoice. Seller may, at its sole option, have the right to make any delivery under this Agreement payable on a cash or payment guarantee before-shipment basis. In the case of export sales, unless otherwise agreed to in writing by Seller, all payments are to be by means of a confirmed irrevocable letter of credit. Invoicing disputes must be identified in writing within 21 days of the date of invoice. Payments of any disputed amounts are due and payable upon resolution. All other amounts remain due within 30 days. In the event of Buyer's default, the balance of any outstanding amounts will be immediately due and payable. Failure to make payments when due will give Seller, without prejudice to any other right or remedy, the right to: (i) stop performing any services, withhold deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or terminate this Agreement; and (ii) charge Buyer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. Shipments to Buyer with outstanding invoices unpaid after thirty (30) days will be suspended until all overdue invoices are paid or be made on a cash-in-advance basis only, in Seller's sole discretion.

**(4) DEPOSIT.** Buyer agrees to pay a deposit equal to 50% of the sell price (pre-tax) prior to Seller performing work. Seller will generate an invoice for the 50% deposit within three business days after Seller's receipt of a written agreement or order from Buyer. Seller will not commence work until receipt of the deposit.

**(5) TAXES.** All prices exclude federal, harmonized, state/provincial and local use, sales or similar applicable taxes. Such taxes, if applicable, will appear as separate items on the invoice unless Buyer provides a tax exemption certificate that is acceptable to taxing authorities.

**(6) DELIVERY.** The delivery date(s) provided by Seller for the product and equipment is only an estimate and is based upon prompt receipt of all necessary information from Buyer. The delivery date(s) is subject to and shall be extended by delays caused by strikes, fires, accidents, shortages of labor or materials, embargoes, or delays in transportation, compliance with government agency or official requests, or any other similar or dissimilar cause beyond the reasonable control of Seller. FAILURE TO DELIVER WITHIN THE TIME ESTIMATED SHALL NOT BE A MATERIAL BREACH OF CONTRACT ON SELLER'S PART. If Buyer causes Seller to delay shipment or completion of the product or equipment, Seller shall be entitled to any and all extra cost and expenses resulting from such delay.

**(7) LIMITED WARRANTY.** Seller warrants that the product and equipment furnished by Seller under this Agreement will be of good quality and that the services provided by Seller will be provided in a good and workmanlike manner for a period of twelve (12) months from initial product startup, or eighteen (18) months from product shipment, whichever occurs first (the "Warranty Period") unless such Warranty Period is modified by Seller's proposal. Alongside this limited warranty, for all new York™ air or water-cooled chillers and/or Metasys™ building automation systems installed in the US and Canada and sold through Seller owned and operated branches, Seller also provides a Year One Service Agreement for such equipment, the scope, limitations, terms and conditions of which are at <https://www.johnsoncontrols.com/yearoneservice> (collectively, "Year One Service"). Seller will not provide a credit against purchase price if offered Year One Service is declined. No warranty is provided for third-party products and equipment installed or furnished by Seller. Such products and equipment are provided with the third-party manufacturer's warranty to the extent available, and Seller will transfer the benefits together with all limitations of that manufacturer's warranty to Buyer. This warranty does not cover failures caused in whole or in part by (i) improper installation or maintenance performed by anyone other than Seller; (ii) improper use or application; (iii) corrosion; (iv) normal deterioration; (v) operation beyond rated capacity, (vi) the use of replacement parts or lubricants which do not meet or exceed Seller's specifications, or (vii) if Seller's serial numbers or warranty date decals have been removed or altered. To qualify for warranty consideration for products or equipment, at the earlier of the Buyer's discovery of the defect or the time at which the Buyer should have discovered the defect; Buyer must immediately notify Seller in writing for instructions on warranty procedures. Seller's sole obligation for defective services shall be to repair or to replace defective parts or to properly redo defective services. All replaced equipment becomes Seller's property. **THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHICH ARE HEREBY DISCLAIMED. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** Seller makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity or will detect the presence of, or eliminate, treat, or mitigate the spread, transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

**(8) INDEMNIFICATION, REMEDIES AND LIMITATIONS OF LIABILITY.** In addition to Paragraph 8 below regarding patents, Buyer agrees that Seller shall be responsible only for such injury, loss, or damage caused by the intentional misconduct or the negligent act or omission of Seller. In the event Buyer claims Seller has breached any of its obligations under the Agreement, whether of warranty or otherwise, Seller may request the return of the goods and tender to Buyer the purchase price theretofore paid by Buyer, and in such event, Seller shall have no further obligation under the Agreement except to refund such purchase price upon redelivery of the goods. If Seller so requests the return of the goods, the goods shall be redelivered to Seller in accordance with Seller's instructions and at Seller's expense. The remedies contained in these Standard Terms and Conditions shall constitute the sole recourse of Buyer against Seller for breach of any of Seller's obligations under the Agreement, whether of warranty or otherwise. **To the maximum extent permitted by law, in no event shall Seller and its affiliates and their respective personnel, suppliers and vendors ("JCI Parties") be liable to Buyer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any: (a) special, indirect, incidental, punitive, or consequential damages; (b) lost profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. In any case, the entire aggregate liability of the JCI Parties under this Agreement for all damages, losses and causes of action, whether in contract, tort (including negligence), or otherwise shall be limited to the purchase price paid by Buyer hereunder.**

**(9) PATENTS.** Seller shall defend, or at its option settle, any action against Buyer brought by a third party to the extent that the action is based upon a claim that the products or equipment provided under the Agreement in the United States infringes any U.S. patents or copyrights 9or in Canada infringes on any Canadian patents or copyrights), or misappropriates any trade secrets of a third party ("Claim"), provided that: (i) Buyer gives Seller prompt written notice of any such Claim, (ii) Buyer gives Seller full authority to defend or settle any such Claim, and (iii) Buyer gives Seller proper and full information and assistance, at Seller's expense (except for Buyer's employees' time) to defend or settle any such Claim. Seller will pay those costs and damages finally awarded against Buyer in the action that are specifically attributable to the claim or those costs and damages agreed to in a monetary settlement of the action. **THE FOREGOING IS IN LIEU OF ANY WARRANTIES OF NON-INFRINGEMENT, WHICH ARE HEREBY DISCLAIMED.** The foregoing obligation of Seller does not apply with respect to products or equipment or portions or components thereof (a) not supplied by Seller, (b) made in whole or in part in accordance to Buyer or owner specifications, (c) which are modified after shipment by Seller, if the alleged infringement related to such modification, (d) combined with other products, processes or materials where the alleged infringement relates to such combination, (e) where Buyer continues allegedly infringing activity after being notified thereof and/or after being informed of modifications that would have avoided the alleged infringement without significant loss of performance or functionality, or (f) where Buyer's use of the product or equipment is incident to an infringement not resulting primarily from the product or equipment; Buyer will indemnify Seller and its officers, directors, agents, and employees from all damages, settlements, attorneys' fees and expenses related to a claim of infringement, misappropriation, defamation, violation of rights of publicity or privacy excluded from Seller's indemnity obligation herein.

**(10) GOVERNING LAW.** For any goods or work performed in the U.S., the formation and performance of the Agreement shall be governed by the laws of the State of Wisconsin, U.S.A. For any goods or work performed in Canada, the Agreement shall be governed by the laws of Ontario. Other than claims for unpaid contract amounts by Seller, any action for breach of the Agreement or any covenant or warranty must be commenced within one year after the cause of action has accrued unless such provision is not permitted by applicable law.

**(11) DISPUTE RESOLUTION.** Seller shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. The venue for any such arbitration shall be in Milwaukee, Wisconsin for U.S. sales, and Toronto, Ontario for Canadian sales. The arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. In the event the matter is submitted to a court, Seller and Buyer hereby agree to waive their right to trial by jury and covenant that neither of them will request trial by jury in any such litigation. Buyer will pay all of Seller's reasonable collection costs (including legal fees and expenses).

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**(12) SOFTWARE AND DIGITAL SERVICES.** Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Seller's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Seller and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

**(13) PRIVACY. Seller as Processor:** Where Seller factually acts as Processor of Personal Data on behalf of Buyer (as such terms are defined in the DPA) the terms at [www.johnsoncontrols.com/dpa](http://www.johnsoncontrols.com/dpa) ("DPA") shall apply. **Seller as Controller:** Seller will collect, process and transfer certain personal data of Buyer and its personnel related to the business relationship between it and Buyer (for example names, email addresses, telephone numbers) as controller and in accordance with Seller's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Buyer acknowledges Seller's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Buyer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Seller is mandatorily required from Buyer's personnel under applicable law, Buyer warrants and represents that it has obtained such consent.

**(14) CONNECTED EQUIPMENT SERVICES.** Certain equipment sold hereunder includes by default Seller's Connected Equipment Services. Connected Equipment Services is a data-analytics and monitoring Software platform that uses a cellular or network connection to gather equipment performance data to assist Seller in advising Buyer on (and Buyer in better understanding) such equipment's health, performance or potential malfunction. **If Buyer's equipment includes Connected Equipment Services, such services will be on by default and the remote connection will continue to connect to Buyer's Equipment through the full equipment lifecycle, unless Buyer specifically requests in writing that Seller disable the remote connection or Seller discontinues or removes such remote connection.** For more information on whether your particular equipment includes Connected Equipment Services, a subscription to such services and the cost, if any, of such subscription, please see your applicable order, quote, proposal, or purchase documentation or talk to your Seller sales representative. If Buyer's equipment includes Connected Equipment Services, Seller will provide a cellular modem or other gateway device ("Gateway Device") owned by Seller or Buyer will supply a network connection suitable to establish a remote connection with Buyer's applicable equipment to permit Seller to use Connected Equipment Services to perform first-year and extended warranty services as well as other services, including troubleshooting, quarterly health reports, remote diagnostic and monitoring and aftermarket services. For certain subscriptions, Buyer will be able to access equipment information from a mobile or smart device using Connected Equipment Service's mobile or web app. Any Gateway Devices provided hereunder shall remain Seller's property, and Seller may upon reasonable notice access and remove such Gateway Device and discontinue services in accordance with the Software Terms. If Buyer does not permit Seller to connect via a connection validated by Seller for the equipment or the connection is disconnected by Buyer, and a service representative must therefore be dispatched to the Buyer site, then the Buyer will pay Seller at Seller's then-current standard applicable contract regular time and/or overtime rate for services performed by the service representative. Seller disclaims any obligation to advise Buyer of any possible equipment error or malfunction. **Buyer acknowledges that, while Connected Equipment Services generally improve equipment performance and services, Connected Equipment Services does not prevent all potential malfunction, insure against all loss or guarantee a certain level of performance and that Seller shall not be responsible for any injury, loss, or damage caused by any act or omission of Seller related to or arising from the monitoring of the equipment under Connected Equipment Services.**

**(15) MISCELLANEOUS**

**(a) CHANGES OF CONSTRUCTION AND DESIGN:** Seller reserves the right to change or revise the construction and design of the products or equipment purchased by Buyer, without liability or obligation to incorporate such changes to products or equipment ordered by Buyer unless specifically agreed upon in writing reasonably in advance of the delivery date for such products or equipment. Buyer agrees to bear the expense of meeting any changes or modifications in the scope of this Agreement or in local code requirements which become effective after Seller has accepted Buyer's order.

**(b) CHARACTER OF PRODUCT AND SECURITY INTEREST:** The goods delivered by Seller under the terms of the Agreement shall remain personal property and retain its character as such no matter in what manner affixed or attached to any structure or property. Buyer grants Seller a security interest in said goods, any replacement parts and any proceeds thereof until all sums due Seller have been paid to it in cash. This security interest shall secure all indebtedness or obligations of whatsoever nature now or hereafter owing Buyer to Seller. Buyer shall pay all expenses of any nature whatsoever incurred by Seller in connection with said security interest. Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall be subject to the mechanics lien legislation applicable to the location where the work will be performed.

**(c) INSURANCE:** Buyer agrees to insure the goods delivered under the Agreement in an amount at least equal to the purchase price against loss or damage from fire, wind, water or other causes. The insurance policies are to be made payable to Seller and Buyer in accordance with their respective interests, and when issued are to be delivered to Seller and held by it. Failure to take out and maintain such insurance shall entitle Seller to declare the entire purchase price to be immediately due and payable and shall also entitle Seller to recover possession of said goods.

**(d) INSTALLATION:** If installation by the Seller is included within the Seller's Quotation, Buyer shall provide all of the following at its own expense and at all times pertinent to the installation: i) free, dry, and reasonable access to Buyer's premises; and ii) proper foundations, lighting, power, water and storage facilities reasonably required. If any change in the scope of this Agreement or schedule for performance is ordered or directed by the Buyer (or any other party to the installation other than Seller) or any Force Majeure Event causes an increase in the cost or time required for Seller's performance of the work, Buyer shall make an upward equitable adjustment in the contract price or time of performance or both. Seller's additional costs, plus reasonable overhead and profit, shall be paid in full no later than 30 days from completion of such work.

**(e) COMPLIANCE WITH LAWS:** Seller's obligations are subject to the export administration and control laws and regulations of the United States and Canada. Buyer shall comply fully with such applicable laws and regulation in the export, resale or disposition of purchased products or equipment. Quotations or proposals made, and any orders accepted by Seller from a Buyer outside the United States or Canada are with the understanding that the ultimate destination of the products or equipment is the country indicated therein. Diversion of the products or equipment to any other destination contrary to the United States or Canada, as applicable, is prohibited. Accordingly, if the foregoing understanding is incorrect, or if Buyer intends to divert the products or equipment to any other destination, Buyer shall immediately inform Seller of the correct ultimate destination.

**(f) BUYER RESPONSIBILITIES:** Buyer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Seller secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Buyer and/or end user against unauthorized access. Buyer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

**(g) FORCE MAJEURE:** Seller shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Seller to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Seller, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in the tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Seller. If Seller's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Seller shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Seller is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Seller will be entitled to extend the relevant completion date by the amount of time that Seller was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Seller's cost to perform the services, Buyer is obligated to reimburse Seller for such increased costs, including, without limitation, costs incurred by Seller for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Seller in connection with the Force Majeure Event.

**(h) ONE-YEAR CLAIMS LIMITATION:** No claim or cause of action, whether known or unknown, shall be brought against Seller more than one year after the claim first arose. Except as provided for herein, Seller's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

T&C Version: 3/31/2021



**Memorandum of Understanding Between Johnson Controls Inc. and Sacramento City  
Unified School District – February 28, 2022**

This Memorandum of Understanding (“MOU”) is entered into by Sacramento City Unified School District and Johnson Controls, Inc. (collectively, “the Parties”) as of the date of full execution of the MOU (the “Effective Date”).

1. On or around December 10, 2020, Johnson Controls, Inc. (“JCI”) and Sacramento City Unified School District (“SCUSD”) executed an agreement referencing PO Number P21-01319 (the “Agreement”) whereby JCI agreed to sell and SCUSD agreed to purchase 6000 V-Pac Self-Contained Portable Air Purification Units with UV-C Bulbs (“V-Pacs”), including lamp and filter replacement parts, manufactured by UltraViolet Devices, Inc. (“UVDI”), for use in the school district’s classrooms. The total purchase price, including freight and tax, was \$6,148,125.00.
2. SCUSD financed the V-Pac transaction with relief funding received under the American Rescue Plan (“ARP”). The ARP relief funding was designed to facilitate the SCUSD’s efforts to mitigate the spread of COVID in the classrooms, and to implement appropriate indoor air quality improvements that foster healthy learning and working environments for students and staff.
3. Due to the nature of the order, the Agreement provided that “[o]nce the order is placed at the factory, it cannot be cancelled for any reason.”
4. The Agreement required SCUSD to make a 20% down payment, including tax, of \$1,207,125.00. SCUSD made this payment on December 21, 2020. Between March and May 2021, SCUSD made 3 additional payments totaling \$2,417,227.59.
5. The total amount SCUSD has paid JCI under the Agreement to date is \$3,624,352.59. \$2,523,772.41 of the \$6,148,125.00 purchase price currently remains unpaid.
6. Of the 6,000 V-Pacs purchased by SCUSD under the Agreement, 4,993 were shipped and delivered to SCUSD. However, in May 2021, prior to the shipment of the remaining V-Pacs, SCUSD requested and JCI agreed to halt further shipments due to outstanding questions concerning the value and efficacy of the V-Pacs for classroom use.
7. Given the longstanding partnership between JCI and SCUSD, the Parties worked together to overcome the challenges involved with SCUSD’s implementation of portable air purification technology for its classrooms and find a creative solution to avoid any dispute under the Agreement.
8. The crux of the solution permits SCUSD to return the units without contractual penalty and to repurpose the ARP relief funding on similarly qualifying projects and uses, while at the same time compensating JCI for the substantial negative financial impact JCI will incur downstream in returning all of the V-Pacs to UVDI.

9. Therefore, upon signature of this Memorandum of Understanding (“MOU”), the Parties agree as follows:
- A. JCI will furnish to SCUSD a Credit Memo that provides SCUSD with a credit on its account in the amount of \$3,624,352.59 (“V-Pac Credit”). The terms of the credit memo will entitle SCUSD to apply this amount toward accounts payable to JCI with respect to future healthy building and/or pandemic-related improvements to SCUSD buildings provided by JCI. Such improvements may include, but are not limited to:
    - i. HVAC/Rooftop Unit retrofits and replacements, Economizer upgrade and installations, Metasys upgrades and migrations, installations of classroom CO2 sensors and temperature control devices, UL Safe Trace Audits (IAQ, ventilation verification, and infection control for K-12 school), mechanical services to upgrade and/or retrofit ageing equipment, and/or other healthy-building related projects, including design services of such systems.
    - ii. The cost for such improvements, including but not limited to markup on any subcontract labor, will be consistent with any state or national purchasing agreement, or other public agency agreement JCI is a signatory to, such as Sourcewell (formerly NJPA) contracts and subject to review and approval by SCUSD staff (JCI to provide “open book” pricing for staff review).
  - B. The redemption period for the V-Pac Credit (\$3,624,352.59) will be by September 30, 2022. If the V-Pac Credit is not utilized in full within the redemption period, then JCI’s release of SCUSD is void and JCI may enforce the non-cancellation provision of the Agreement and seek restocking and other downstream costs from SCUSD. For purposes of this section, the definition of “utilized in full” during the redemption period shall refer to the issuance of a new purchase order by SCUSD accepted in writing by JCI or other provision of written assurance agreed to in writing by both parties for any future healthy building and/or pandemic-related improvements described above and shall not be interpreted to require the actual completion of the new project(s) by the redemption date.
  - C. SCUSD agrees to reach an agreement with JCI in writing in which SCUSD shall commit to spending the remaining balance under the original Agreement of \$2,523,772.41 (“V-Pac Balance”) with JCI in connection with one or more future healthy building and/or pandemic-related improvements by September 30, 2022. For any such Projects, SCUSD shall be invoiced by JCI as specified under the original Agreement.
  - D. All future purchases by SCUSD from JCI under the MOU shall be subject to JCI Standard Terms and Conditions.



- E. In exchange for these terms, JCI will not enforce the non-cancellation and modification provisions of the Agreement.
- F. **Instead, JCI will coordinate** UVDI's pick-up of all V-Pacs in SCUSD's possession and the return of all such units to UVDI, at no cost to SCUSD, no later than 30 days following execution of the MOU unless extended by mutual agreement in writing
- G. Subject to SCUSD's timely redemption of the V-Pac Credit and written commitment to spend the V-Pac Balance as set forth in Sections 9.B and 9.C above, no contractual penalty will be applied in connection with SCUSD's return of the units under the Agreement.
- H. Subject to performance of the terms and conditions stated above, the Parties agree to release all claims and causes of action, whether now known or unknown, which the parties have, or might have or could have asserted, against the other, its officials, employees, insurers, Board Members, attorneys, representatives, agents, vendors, or parties otherwise associated with the Agreement or the V-Pacs. For the avoidance of doubt, the release of liability extended by SCUSD to JCI extends and applies to UVDI.
- I. Each party will be responsible for its own legal fees and costs.
- J. The execution of this MOU shall not operate as an admission of liability by either party with respect to the Agreement or the V-Pacs.
- K. Except as otherwise agreed to by the Parties or required by law, including obligations arising under the California Public Records Act (Government Code section 6250 et seq.) and the Ralph M. Brown Act (Government Code section 54950 et seq.), the Parties and their attorneys agree to keep this MOU confidential.
- L. Each side agrees they will not publicly criticize, disparage, call into disrepute or otherwise defame the other with respect to the Agreement, the V-Pacs, and this MOU. The parties will further agree to a joint statement that indicate we are maintaining our long-standing business relationship and will continue to work on solutions that are beneficial to SCUSD's students, staff and community.

SIGNATURES:

  
 \_\_\_\_\_  
 Johnson Controls Inc.

2/28/22  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Sacramento City Unified School District

2/25/22  
 \_\_\_\_\_  
 Date



| SCUSD / HVAC / Sites 10-23 |      |                     |                        | Funding source    | Funding source  |                 |      |
|----------------------------|------|---------------------|------------------------|-------------------|-----------------|-----------------|------|
| SCUSD ID                   | ID # |                     | Total site cost        | MOU Credit        | ESSER           | PO \$           | PO # |
|                            |      |                     | \$7,753,883.71         | \$3,624,352.59    |                 |                 |      |
| 0004-463                   | 10   | Alice Binery        | \$ 285,368.69          | \$ 285,368.69     | \$ -            | \$ -            |      |
| 0108-463                   | 11   | Ethel Baker         | \$ 353,658.18          | \$ 353,658.18     | \$ -            | \$ -            |      |
| 0110-463                   | 12   | Ethel Phillips      | \$ 344,499.13          | \$ 344,499.13     | \$ -            | \$ -            |      |
| 0354-463                   | 13   | Suttersville        | \$ 306,364.10          | \$ 306,364.10     | \$ -            | \$ -            |      |
| 0390-463                   | 14   | Woodbine            | \$ 307,705.57          | \$ 307,705.57     | \$ -            | \$ -            |      |
| 0183-463                   | 15   | New Joseph Bonnheim | \$ 297,605.68          | \$ 297,605.68     | \$ -            | \$ -            |      |
| 0269-463                   | 16   | Pacific             | \$ 440,072.69          | \$ 440,072.69     | \$ -            | \$ -            |      |
| 0272-463                   | 17   | Parkway             | \$ 338,438.60          | \$ 338,438.60     | \$ -            | \$ -            |      |
| 0229-463                   | 18   | Success Acadamy     | \$ 290,775.09          | \$ 290,775.09     | \$ -            | \$ -            |      |
| 0117-463                   | 19   | Fr. Ketih B Kenn    | \$ 189,734.28          | \$ 189,734.28     | \$ -            | \$ -            |      |
| 0571-463                   | 20   | Cap Cit             | \$ 191,699.76          | \$ 191,699.76     | \$ -            | \$ -            |      |
| 0520-463                   | 21   | Hiram Johnson HS    | \$ 1,319,695.95        | \$ 278,430.81     | \$ 1,041,265.14 | \$ 1,041,265.14 |      |
| 0525-463                   | 22   | JFK HS              | \$ 1,335,524.72        | \$ -              | \$ 1,335,524.72 | \$ 1,335,524.72 |      |
| 0530-463                   | 23   | Luther Burbank      | \$ 1,752,741.27        | \$ -              | \$ 1,752,741.27 | \$ 1,752,741.27 |      |
|                            |      |                     | \$ 7,753,883.71        | \$ 3,624,352.59   | \$ 4,129,531.13 | \$ 4,129,531.13 |      |
|                            |      |                     | <b>Total site cost</b> | <b>MOU Credit</b> | <b>ESSER</b>    | <b>PO \$</b>    |      |

**Solicitation Number: RFP #070121****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Johnson Controls, Inc., 5757 North Green Bay Avenue, Milwaukee, WI 53209 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for HVAC Systems and Related Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

**1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires August 12, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship for a period of one year for Equipment and Products and ninety days for Services. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Supplier will provide its standard proposal terms and conditions with specific scope for all task orders under this Contract. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## **7. CUSTOMER SERVICE**

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.



The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

#### **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

#### **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the

circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

### **11. INDEMNITY AND HOLD HARMLESS**

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, to the extent resulting from negligence or willful misconduct in the performance of this Contract by the Supplier or its agents or employees for third-party injury or death to person(s) or property or caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Supplier will not be liable for indirect or consequential damages. Vendor's liability to Sourcewell arising out of this Contract, with the exception of Supplier's indemnification obligations under this Section, shall not exceed amounts paid or payable under this Contract. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

### **12. GOVERNMENT DATA PRACTICES**

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

### **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

#### **A. INTELLECTUAL PROPERTY**

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws. Supplier shall have the right, at its option, to: i) make the Equipment or Products non-infringing, ii) replace the infringing Equipment or Products; or (iii) on return of the Equipment or Products by Sourcewell or the Participating Entity, Supplier will refund the amounts actually paid by Sourcewell or the Participating Entity for the infringing Equipment or Products, less depreciation over a three (3) year period. Liability for infringement under this Section excludes: (i) misuse or modification of the product by Sourcewell or the Participating Entity or its employees, agents or downstream customers, (ii) use of the product or work in combination with other materials, goods, products, or services for which the product was not intended to be used (as demonstrated by Supplier's applicable product literature), (iii) failure of Sourcewell or the Participating Entity to implement any update provided by Supplier that would have prevented the claim, (iv) work that Supplier made to Sourcewell's or the Participating Entity's specifications or designs, (v) product that is not manufactured by Supplier, and (iv) claims with respect to third party hardware or software.

5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

6. *Digital & Intellectual Property.* Use, implementation, and deployment of software and hosted software products proprietary to Supplier (“Software”) shall be subject to, and governed by, Supplier’s standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the “Software Terms”). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Supplier and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Supplier shall retain all right, title and interest in any (a) work provided to Sourcewell and any Participating Entities, including without limitation, all software source and object code, documentation, technical information or data, specifications and designs and any changes, improvements or modifications thereto (“Deliverables”), and (b) Know-How (defined below) employed by Supplier in the creation of the Deliverables or performance of the associated work, whether known to Supplier prior to, or developed or discovered or acquired in connection with, the performance of its obligations under this Contract. Ownership of all Deliverables and Know-How shall vest solely in Supplier and no Deliverables shall be deemed “works made for hire.” Without limiting the generality of the foregoing, ownership of all source files used in the course of performing all associated work shall remain the exclusive property of Supplier. For purposes of this Contract, “Know-How” means any know-how, processes, techniques, concepts, methodologies, tools, analytical approaches, database models and designs, discoveries, and ideas furnished, produced by, developed, or used by Supplier in the creation or provision of the Deliverables or in the performance of the Services, Products or Equipment, and any changes, improvements, or modifications thereto or derivatives thereof. Additional terms and conditions or other required transaction documentation related to Software Terms may be addressed directly between a Participating Entity and Supplier depending upon the Software or offering, including any applicable terms and conditions related to any Software subscriptions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

#### **15. FORCE MAJEURE**

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

#### **16. SEVERABILITY**

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

#### **17. PERFORMANCE, DEFAULT, AND REMEDIES**

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## 18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or



“work” performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

## **21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 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 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 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. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. 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 C.F.R. § 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. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 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 C.F.R. § 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. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require 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). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 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 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 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. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must 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. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must 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.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

**22. CANCELLATION**

Sourcwell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcwell

Johnson Controls, Inc.

DocuSigned by:  
*Jeremy Schwartz*  
C0FD2A139D06489...

DocuSigned by:  
*Jeremy L Rainwater*  
DD49E8F7B6E24C5...

By: \_\_\_\_\_  
Jeremy Schwartz  
Title: Chief Procurement Officer

By: \_\_\_\_\_  
Jeremy L. Rainwater  
Title: VP & GM HVAC and Controls North America

10/7/2021 | 8:54 PM CDT

10/14/2021 | 5:51 PM CDT

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved:

DocuSigned by:  
*Chad Coquette*  
7E42B8F817A64CC...

By: \_\_\_\_\_  
Chad Coquette  
Title: Executive Director/CEO

10/14/2021 | 5:53 PM CDT

Date: \_\_\_\_\_

# RFP 070121 - HVAC Systems and Related Services

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## Vendor Details

Company Name: Johnson Controls, Inc.  
Does your company conduct business under any other name? If yes, please state: MD  
Address: PO Box 246  
Chesapeake City, Maryland 21915  
Contact: Tom Staves  
Email: thomas.staves@jci.com  
Phone: 443-676-8813  
Fax: 443-676-8813  
HST#: 39-0380010

## Submission Details

Created On: Thursday June 03, 2021 10:17:10  
Submitted On: Thursday July 01, 2021 10:19:53  
Submitted By: Tom Staves  
Email: thomas.staves@jci.com  
Transaction #: 3a12fdca-b2a1-4826-b500-969a9b2c8b16  
Submitter's IP Address: 104.129.195.1

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**Specifications****Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

| Line Item | Question   | Response *  |
|-----------|--|---|
| 1         | Proposer Legal Name (one legal entity only):   | Johnson Controls Inc.   |
| 2         | Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.  | Johnson Controls Canada, LP<br>Johnson Controls Security Solutions  |
| 3         | Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.   | Johnson Controls does not have any applicable assumed names.<br>Johnson Controls, Inc. has previously operated under two (2) former names:<br>1. Johnson Service Company from July 10, 1902 to November 11, 1974<br>2. Johnson Electric Service Company from July 31, 1900 to July 10, 1902 |
| 4         | Proposer Physical Address:   | 5757 North Green Bay Avenue Milwaukee, WI 53209   |
| 5         | Proposer website address (or addresses):   | www.JohnsonControls.com   |
| 6         | Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract): | Jeremy L Rainwater, VP & GM HVAC and Controls North America<br>5757 North Green Bay Avenue Milwaukee, WI 53209<br>jeremy.l.rainwater@jci.com<br>414-524-1200  |
| 7         | Proposer's primary contact for this proposal (name, title, address, email address & phone):  | Tom Staves<br>Cooperative Program Manager<br>705 Digital Drive, Suite N, LINTHICUM HEIGHTS, MD 21090-2267<br>Thomas.Staves@JCI.com<br>443-676-8813  |
| 8         | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):   | Andrew Pergande, Director Commercial Optimization<br>5757 North Green Bay Avenue Milwaukee, WI 53209<br>Andrew.Pergande@jci.com<br>414 524 6937   |

**Table 2: Company Information and Financial Strength**

| Line Item | Question | Response * |
|-----------|----------|------------|
|-----------|----------|------------|

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| 9  | Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.   | <p>Johnson Controls is a global diversified technology and multi-industrial leader serving a wide range of clients in more than 150 countries. Our Performance Infrastructure business, which operates independently, and specifically is responsible for the successful delivery of guaranteed savings projects and other alternative funding projects delivers world-class solutions that address our clients' energy and infrastructure needs. Our solutions leverage our experience from thousands of higher education projects across the country matched to the specific requirements and needs of the client and their facilities.</p> <p>Our company has its very roots in the energy efficiency business. In 1883, Warren S. Johnson, a professor at the State Normal School in Whitewater, Wisconsin, received a patent for the electric room thermostat. His invention launched the building control industry. Johnson Controls with over \$30 billion of revenue in 2017, recently Johnson Controls merged with Tyco to become a global leader in building systems, energy storage, and integrated security and fire.</p> <p>Johnson Controls is a pioneer in developing performance contracting as a viable means by which to update facilities and make them more cost-effective to operate. We have implemented more than 3,000 performance contracting agreements – all with guaranteed savings since 1983.</p> <p>Core Values, Business Philosophy Johnson Controls Values:<br/> <b>INTEGRITY FIRST:</b> We promise honesty and transparency. We uphold the highest standards of integrity and honor the commitments we make.<br/> <b>PURPOSE LED:</b> We believe in doing well by doing good and hold ourselves accountable to make the world a better place through the solutions we provide, our engagement in society, the way we do business, and our commitment to protect people and the environment.<br/> <b>CUSTOMER DRIVEN:</b> We win when our customers win. Our long-term strategic relationships provide unique insights and the ability to deliver exceptional customer experiences and solutions.<br/> <b>FUTURE FOCUSED:</b> Our culture of innovation and continuous improvement drives us to solve today's challenges while constantly asking 'what's next.'<br/> <b>ONE TEAM:</b> We are one team, dedicated to working collaboratively together to create purposeful solutions that propel the world forward.</p> <p>Industry Longevity Related To The Requested Equipment:<br/> Johnson Controls paints an impressive picture, with 130+ years of innovation and over four million customers. Johnson Controls is a global diversified technology and multi-industrial leader serving a wide range of customers. Our commitment to sustainability dates back to our roots in 1885, with the invention of the first electric room thermostat. Johnson is committed to helping our customers win and creating greater value for all of our stakeholders through a strategic focus on buildings and energy growth platforms.</p> <p>Products Or Services<br/> Johnson Controls offers best-in-class technologies, products, installation, and service capabilities across building management, fire, security, sensors/controls, HVAC, industrial refrigeration, and energy storage solutions. Our offering includes total support for all fire alarm, fire detection, fire protection, integrated security, HVAC, Building Controls, healthcare communications, and sound/communications needs. Our capabilities include design, engineering development, integration, installation, project management, programming, testing, commissioning, training, warranty support, and post-warranty service. Our Technicians are highly trained and use state-of-the-art test equipment to ensure high-quality results and are trained to perform related repairs, in addition to inspections and responding to emergency maintenance requirements. Our life safety services are "Best-Value" for the following reasons:<br/> - Specialized inspection teams trained to identify and correct problems before they occur, thus preventing costly nuisance alarms and unnecessary downtime.<br/> - Experienced technicians ensure that repairs are done right and promptly. Standardized reporting and documentation.<br/> - Customized service plans to meet any customer's needs.<br/> Our organization provides local support from our North American network of over 150 local offices in the United States and Canada. Each office functions as a "one-stop-shop" providing parts, supplies, and equipment specific to each of the clients it serves.</p> |
| 10 | What are your company's expectations in the event of an award?   | Johnson Controls expects to build upon our previous contract 030817-JHN successes. Though we had tremendous adoption by our sales teams, there is still much work that needs to be done to maximize the sales potential including launching Canada. We are looking to add additional personnel to our corporate sales team to manage field training, business development, and direct sales. An annual budget has been submitted to assist in the development of additional collateral and E-marketing campaigns and plans to attend local/ regional trade shows to promote our participation in the program.   |
| 11 | Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. | Johnson Controls Inc is a wholly-owned indirect subsidiary of Johnson Controls International plc, a publicly owned company listed on the New York Stock Exchange (ticker: JCI). As a wholly-owned subsidiary, Johnson Controls Inc's financial results are consolidated in the financial statements of Johnson Controls International plc. In Fiscal Year 2020, Johnson Controls saw net revenue of \$22.3 billion with positive cashflow. Johnson Controls enjoys a strong balance sheet with \$10 billion in assets against \$8.2 billion in total liabilities. Total shareholders' equity was \$17.4 billion for FY 2020. We have provided the Johnson Controls 2020 Annual Report, credit and bond ratings, letters of credit, and detailed reference letters   |
| 12 | What is your US market share for the solutions that you are proposing?   | <p>Johnson Controls does not divulge market share for equipment categories, however, we can report on our North American market share for the following services:</p> <ul style="list-style-type: none"> <li>- Energy Saving Performance Contracting: 14%</li> <li>- P3: 36%</li> <li>- Service and Maintenance: 3%</li> </ul> <p>These values include both the US and Canada.</p>  |
| 13 | What is your Canadian market share for the solutions that you are proposing?   | See answer to question 12.  |
| 14 | Has your business ever petitioned for bankruptcy protection? If so, explain in detail.   | Johnson Controls has never petitioned for bankruptcy protection.  |
| 15 | How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.   | B) Johnson Controls is a manufacturer and service provider with an extensive network of sales and service branches that are 100% company-owned. The branch network provides equipment, installation, and service for HVAC, security, fire, and Performance Contracting (PC) needs.  |
|    | a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?                 |   |
|    | b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?         |   |

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| 16 | If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP. | <p>When selecting a company to provide HVAC systems and service, you want to choose a proven contractor that is responsible, experienced, and has employees with the expertise and knowledge to work efficiently and help you make the best choices for your facilities.</p> <p>In addition to professional licenses in all 50 states and 10 Canadian Provinces, our team members hold licenses, certifications, and accreditations by various professional organizations. Professional certification or accreditation indicates a certain proven amount of knowledge and experience in a particular subject area.</p> <p>To earn many of these credentials (e.g., LEED Accredited Professional), applicants are required to have experience in the field as well as pass a comprehensive examination administered by a third party. By regularly maintaining their certifications, our employees ensure they continue their education and keep pace with industry trends and standards.</p> <p>Please see the "Johnson Controls Certification Table" uploaded as a separate file. This table identifies just a few of the professional certifications held by Johnson Controls team members, relevant to HVAC equipment and services and energy efficiency projects. Beyond the dedicated resources for a project, our team can seek additional support from a variety of certified professionals at the regional and national level, as represented here.</p> |
| 17 | Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.  | Johnson Controls has been in business for well over 100 years and operates from about 120 offices in all North America. To the best of our knowledge and information, neither company, as a corporate entity, nor any of its branch or satellite offices have been suspended or debarred by any federal, state, provincial, or municipal public agency.   |

**Table 3: Industry Recognition & Marketplace Success**

| Line Item | Question | Response * |
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| 18 | Describe any relevant industry awards or recognition that your company has received in the past five years  | <p>Our organization participates in a wide range of activities and has been recognized in several unique areas. The following information highlights some key examples.</p> <p><b>SUSTAINABILITY AND CORPORATE SOCIAL RESPONSIBILITY</b><br/>                 2019 World's Most Ethical Company<br/>                 12 selections since 2007 (March 2020, selected for the 13th time) Ethisphere Magazine<br/>                 100 Best Corporate Citizens, 2019<br/>                 Transparency and social responsibility, since 2006<br/>                 Corporate Responsibility Magazine<br/>                 2019 Best Corporate Citizens<br/>                 Community involvement, environmental impact, and fair employee treatment.<br/>                 Forbes Magazine<br/>                 Change the World, 2018<br/>                 Companies that are doing well by doing good<br/>                 Fortune Magazine<br/>                 AAA Rating<br/>                 Environmental, social, and governance MSCI Socially Responsible Indices Carbon Clean 200<br/>                 Biggest public companies ranked by green energy revenues<br/>                 Corporate Knights and As You Sow<br/>                 Energy Star Most Efficient 2020 Most efficient products<br/>                 Energy Star<br/>                 Environmental Leader Project of the Year<br/>                 For partnership with The University of Hawai'i (UH) Maui College Environmental Leader and Energy Manager Today<br/>                 Top Project Judges' Choice Award for its impressive strides in sustainability and renewable energy<br/>                 Environmental Leader and Energy Manager Today<br/>                 Environment + Energy Leader 100<br/>                 Terrill Laughton, VP, and GM of Energy Optimization and Connected Equipment Environmental Leader and Energy Manager Today</p> <p><b>INNOVATION</b><br/>                 Johnson Controls Top 100 Global Innovators, 5-time winner<br/>                 Most innovative corporations and institutions in the world, 2016, 2017, 2019, 2019,2020<br/>                 Clarivate Analytics<br/>                 Overall IoT Company of the Year, 2020<br/>                 Top companies, technologies, and products in the global Internet of Things (IoT) market<br/>                 IoT Breakthrough<br/>                 Most Intelligent Building – Corporate Headquarters (Bee'ah's new headquarters in the UAE)<br/>                 Optimize energy efficiency, make the best use of available space and help the building's occupants be more productive<br/>                 Digie Award</p> <p><b>QUALITY / PRODUCTS</b><br/>                 Our organization participates in a wide range of activities and has been recognized in several unique areas. The following information highlights some key examples.<br/>                 Humanitarian Award, 2019<br/>                 Fire Commissioner's Humanitarian Award<br/>                 Fire Department of the City of New York Foundation Sustainability Product of the Year<br/>                 The YORK® Mission Critical Direct Evaporative Cooling Air Handling Unit in the 2019 Sustainability Awards. The awards honor those who have made sustainability an integral part of their business practice.<br/>                 The Business Intelligence Group<br/>                 Edison Award<br/>                 Environmentally Friendly Solutions sub-category of the Energy and Sustainability award category<br/>                 The Edison Awards annually honor excellence in human-centered design and innovation<br/>                 Five honors in the 2019 Brandon Hall Group Human Capital Management Excellence Awards<br/>                 Innovative learning solutions and sales training programs that help improve the human capital management space, achieve results and provide meaningful careers<br/>                 Brandon Hall Group<br/>                 YORK® YHAU CGN Absorption Chiller – Heater<br/>                 Use of a natural refrigerant (water) that offers zero ozone depletion and global warming potential<br/>                 New Products for Engineers<br/>                 2018 IW Best Plants Winner, Norman OK plant<br/>                 Operational excellence<br/>                 Industry Week<br/>                 Four 2019 World Class Briefing Awards for its excellence in management, planning, customer experience, and measurement<br/>                 Association of Briefing Program Managers<br/>                 Most Intelligent Building – Corporate Headquarters (Bee'ah's new headquarters in the UAE)<br/>                 Optimize energy efficiency, make the best use of available space and help the building's occupants be more productive<br/>                 Digie Award</p> <p><b>WORKFORCE DIVERSITY</b><br/>                 Grady Crosby, vice president of public affairs and chief diversity officer honored with the 2019 Business Champion award<br/>                 Commitment to creating a diverse and inclusive workforce<br/>                 African American Chamber of Commerce<br/>                 Top 50 Employers for Women Engineers, 2019<br/>                 Readers of Woman Engineer were asked to name the employers for whom they would most like to work or that they believe would provide a positive working environment for women<br/>                 Women Engineer<br/>                 50 Best Companies for Diversity Dec. 2018<br/>                 Black Enterprise Magazine Top Employer – China, 2019<br/>                 For exceptional employee conditions, nurturing and developing talent throughout all levels of the organization and striving to optimize its employment practices and to develop its employees<br/>                 Top Employers Institute, China 2019<br/>                 Best of the Best for U.S. Veterans<br/>                 Top Veteran-Friendly Companies<br/>                 U.S. Veteran's Magazine<br/>                 2019 Sustainability Awards and Recognition does not include most recognition bestowed to specific locations and individual employees by organizations around the world for our employees' work to build a sustainable world and does not include sustainability indices to which Johnson Controls was named. This list is representative but not exhaustive of global sustainability honors and awards.</p> |
| 19 | What percentage of your sales are to the governmental sector in the past three years  | 26%  |
| 20 | What percentage of your sales are to the education sector in the past three years   | 18%  |
| 21 | List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years? | NCPA - \$3,865,224<br>TIPS - \$2,281,196<br>NASPO - \$6,036,765<br>OMNIA - \$1,500,000 (1st yr of agreement)   |

|    |  |   |   |
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| 22 | List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years? | GSA - 084 190CA \$11,680,149<br>GSA-03FAC 0060P \$5,131,971 | * |
|----|--|---|---|

**Table 4: References/Testimonials**

**Line Item 23.** Supply reference information from three customers who are eligible to be Sourcewell participating entities.

| Entity Name *              | Contact Name *  | Phone Number *                                      |   |
|----------------------------|-----------------|---|---|
| Brainerd Public Schools    | Earl Wolleat    | 218-454-6906<br>earl.wolleat@isd181.org             | * |
| Castlewood School District | Dawn Wiersma    | 605-793-2351<br>dawn.wiersma@k12.sd.us              | * |
| Watertown School District  | Heidi Clausen   | 605-882-6314<br>heidi.clausen@k12.sd.us             | * |
| Fort Bend County           | Taral Patel     | 281-341-8608<br>taral.patel@fortbendcountytexas.gov |   |
| Marshall County            | Roger Haugtvedt | 218-745-4951<br>rodger.haugtvedt@co.marshall.mn.us  |   |

**Table 5: Top Five Government or Education Customers**

**Line Item 24.** Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

| Entity Name                                  | Entity Type * | State / Province *             | Scope of Work *  | Size of Transactions *      | Dollar Volume Past Three Years * |   |
|--|---------------|--------------------------------|--|-----------------------------|----------------------------------|---|
| Western Regional Integrated Health Authority | Government    | NL - Newfoundland and Labrador | P3, service, controls  | \$322.00 – \$109,274,268.00 | \$109.3M                         | * |
| Corvias Group - Public Housing               | Government    | Florida - FL                   | Work for this entity took place in multiple states.<br>Performance Contracting infrastructure improvements | \$61,531 – \$43,968,914     | \$97M                            | * |
| CUNY - The City University of New York       | Education     | New York - NY                  | Service, Chiller plant upgrade, hot water BMS extension, security cameras, various infrastructure upgrades | \$5,620 – \$24,724,109      | \$35.9M                          | * |
| City of Toledo                               | Government    | Ohio - OH                      | Performance Contract, various HVAC upgrades, automated meters, controls, service                           | \$334 - \$75,390,135        | \$75.9M                          | * |
| School District of Philadelphia              | Education     | Pennsylvania - PA              | Performance Contract, fire alarm, controls, various mechanical HVAC equipment upgrades                     | \$3,986 - \$24,000,000      | \$64.4M                          | * |

**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

| Line Item | Question   | Response *  |
|-----------|--|---|
| 25        | Sales force.   | Johnson Controls has 1740 sales personnel in North America working out of more than 160 branch offices. Our sales professionals are full-time employees. Most of the North American employees are full time with less than 1.5% being temporary or part-time.   |
| 26        | Dealer network or other distribution methods.  | Johnson Controls, Inc. does utilize a minimal amount of Agents at strategic locations throughout the USA. These Agents will be required to work through a local branch when using the Sourcewell contract to ensure pricing integrity and contract compliance. For those dealers that eventually want to sell direct, they will be required to go through a training program and a contract modification will be submitted to add them as an approved Dealer/Agent.   |
| 27        | Service force.   | As mentioned previously, we understand the importance of having a local presence in the communities we serve. This is why we have over 4,800 front-line service providers nationwide in over 160 branch locations. These service providers are direct employees of Johnson Controls.  |
| 28        | Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.  | <p>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. In most North American locations, we have the capability to answer emergency calls within two hours of the original call if required by the customer. Once issues are logged via our 24-hour emergency number, a record of the emergency is made for tracking purposes, and a service team member or members will be dispatched to the site of the issue.</p> <p>We also provide next-day service for routine service calls. We guarantee to answer emergency calls within 24 hours of your call and have technicians available 24-hours a day, seven days a week.</p> <p>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.</p> <p>Some very remote locations may be more than 2-hours away from a service branch. In those cases, we may install additional technology to enable us to detect, analyze, and possibly remedy problems remotely. Another option is establishing a connection to our Remote Operations Center who can then detect, report, and fix problems as they occur. In some cases, we have subcontracted with a local firm that can provide service within the 2-hour window.</p> <p>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 systems, 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 the community of a local service provider.</p> <p>The Johnson Controls E-Service tool provides a customer portal where Sourcewell members can access information related to their building(s) and service jobs, including details about service history, service requests, agreements, and invoices. From the main portal page, they can also review news articles and connect directly to various offerings.</p> <p>Our service branches are certified to service a wide range of facility infrastructures including the following:</p> <ul style="list-style-type: none"> <li>Building automation control systems</li> <li>Chiller and refrigeration equipment</li> <li>Boilers and associated heating systems</li> <li>Air handling equipment and large fans</li> <li>Hydronic equipment including pumps and cooling towers</li> <li>Pneumatic air systems (control and process)</li> <li>Fire alarm systems</li> <li>Security and card access control systems</li> <li>Low and high voltage electrical systems</li> <li>Packaged rooftop units and unitary heat/cooling equipment</li> </ul> <p>Maintenance</p> <p>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 a 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.</p> <p>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 is equally important in a successful strategy.</p> <p>Reactive Maintenance<br/>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>Predictive Maintenance<br/>Checking the condition of the equipment as it operates. Equipment conditions, rather than time intervals, determine the need for service.</p> <p>Preventative Maintenance<br/>Scheduling maintenance at specific times offers the first line of defense against failure.</p> <p>Proactive Maintenance<br/>Addresses root causes identified by predictive methods. It isolates and corrects the sources of failure altogether.</p> |
| 29        | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.   | Johnson Controls will support all geographic areas and market sectors of the United States through the proposed contract. We will be offering and promoting an awarded contract to all Sourcewell member segments and verticals through the proposed contract.  |
| 30        | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.  | Johnson Controls frequently provides products and services to customers in Canada, and will gladly support Sourcewell Canadian members. We have successfully managed, engineered, and implemented more than \$550 million in performance contract projects across Canada, which represents over \$600 million in guaranteed savings. We have 20 branch offices located throughout Canada, which enables us to provide HVAC systems and services to all provinces, Yukon Territory, the Northwest Territories, and Nunavut.  |
| 31        | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.   | Johnson Controls can service all geographic areas of the United States and all Sourcewell Member sectors. We have an international presence and an extensive presence in the United States and Canada. We provide HVAC systems and services to all markets and sectors and have entire teams dedicated to State Government, Higher Education, K-12 Schools and Districts, Local Government, Federal Government, Healthcare, and Public Housing.   |
| 32        | Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract? | Johnson Controls, Inc. can service all geographic areas in North America across all entity sectors with no limitations.   |
| 33        | Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.   | Johnson Controls operates offices located in HI, AK, and US Territories. There will not be any additional charges to service customers located within these areas unless they are more than our standard branch response area of 1 hours' travel from the nearest Johnson Controls office.  |

**Table 7: Marketing Plan**

| Line Item | Question   | Response *   |
|-----------|--|--|
| 34        | Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response. | <p>Our proposed Sourcewell marketing plan includes a coordinated effort between Johnson Controls and Sourcewell. We will continue to market the SOURCEWELL program both internally and externally via our corporate websites. Brochures will be dispensed in both hard copy and electronic format. Our team's Cooperative Program Manager, Mr. Tom Staves, will continue to oversee the program. Mr. Staves will be responsible for driving growth. He will be assisted by the following personnel who have also been supporting Sourcewell in the past. The following sales personnel will assist with the training, promotion, and direct sales to SOURCEWELL clients:</p> <p>Ms. Mary Beth Alexander - Business Development Mgr.<br/>                     Ms. Melanie LeClair - Business Development Mgr.<br/>                     Ms. Hayley Nitschke - Marketing</p> <p>The Sourcewell Logo will be added to tradeshow banners and promoted locally and nationally via numerous tradeshows our personnel attends throughout the year. We will continue to promote Sourcewell via our website. We will also distribute a form to clients. The form will be used to request additional information or schedule a meeting with a sales representative.</p>   |
| 35        | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.  | <p>We use a variety of electronic platforms to ensure contract awareness and to continually educate customers on life safety in general. Some current updates that are in process include; having a strong digital component to our advertising program that includes pay-per-click advertising. Online banner advertising, e-newsletters, links to JohnsonControls.com from key websites. We continue to make significant investments in redesigning our website and implementing marketing automation software that integrates with salesforce.com.</p> <ul style="list-style-type: none"> <li>• Update our existing customer database files for known Sourcewell members</li> <li>• Continuous refresh/updates to the Internet (as stated, there will be a dedicated page to Sourcewell)</li> <li>• Conduct Emailer campaigns</li> <li>• We have launched a very successful webinar series "Learn from the Leader" that takes on a new industry-related topic once per quarter. Free for all that attend.</li> <li>• All Sourcewell customers will have access to Service Channel. A dedicated secure portal where inspection reports, will be uploaded, service calls can be placed, and can even check on the time until the technician arrives.</li> <li>• Will promote via newsletter and corporate announcement</li> </ul> |
| 36        | In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?                                | <p>Johnson Controls entities have had tremendous success with our previous Sourcewell awards. As you see we have many of the same customers still with us under Sourcewell and have greatly expanded the program. We continue to make improvements and build upon past successes and learn from our experiences. Affiliated companies including Johnson Controls Security Solutions, Johnson Controls Canada LP, and Tyco Integrated Fire and Security have the benefit of working from procedures that have been established by Johnson Controls Fire Protection.</p> <p>Our team is driven to provide efficient public service through our national contract purchasing solutions and other related programs. We are only able to do this as we work together; to create a unified purchasing alliance that is valued by both Sourcewell Members and contracted suppliers.</p> <p>We understand our sales staff will be responsible for the majority of the marketing responsibilities for this contract. We are positioned to continue to work together to support a wide range of Sourcewell clients.</p>  |
| 37        | Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.            | <p>Most of our products are designed, developed, and integrated to meet specific customer needs. SSNA products and services are purchased primarily through our local branch network.</p>  |

**Table 8: Value-Added Attributes**

| Line Item | Question   | Response *   |
|-----------|--|--|
| 38        | Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply. | <p>By partnering with Johnson Controls, Sourcewell members will have the ability to customize training to meet their needs. Our programs can be comprehensive to increase the self-sufficiency of staff or more focused to develop competencies where needed. We design our training programs in conjunction with our service offerings to protect customer investments while maximizing the efficiency of their operations. Through continuous support and professional development, we align our services with their mission.</p> <p>To create a truly focused learning experience, we carefully customize our training programs to align with your goals and objectives. To help determine what training will be required for your staff, we will work with you through a series of brief interviews and simple tests with representatives from maintenance supervisors, maintenance staff, facilities engineering, and quality control. The program steps include the following:</p> <ul style="list-style-type: none"> <li>Define current maintenance and operating procedures</li> <li>Define required maintenance and operating procedures required for new equipment</li> <li>Review training options with plant engineering and maintenance</li> <li>Determine and organize training programs, based on need and skill level, for functional groups within the facility (supervisors, maintenance staff, custodial, etc.)</li> <li>Perform training with each group using a mix of theory, hands-on practice, and maintenance manual application</li> <li>Record each session for future use by staff</li> <li>On a regular basis, repeat and redesign new needs and re-establish competency on old ones</li> </ul> <p>Johnson Controls Institute</p> <p>Professional instructors with industry experience, state-of-the-art equipment, and hands-on lab activities are hallmarks of the Johnson Controls Training Institute experience. The Institute has been widely regarded as one of the best educational sources in the building environments industry since its establishment in 1947. Each year, more than 4,000 clients and employees attend courses at our institute.</p> <p>Training is available on-site or at one of our many training centers across the U.S. On-site training features hands-on training on your own equipment. For a listing of courses, please visit our website at <a href="http://www.johnsoncontrols.com">www.johnsoncontrols.com</a>.</p> <p>Packaged Training Programs</p> <p>We realize that off-site classroom instruction is not always practical. For that reason, the Institute produces several packaged training programs to assist our clients. Convenient and effective in-house training is possible through a variety of instructional videotapes, sound/slide, and computer-based training programs produced by the Institute.</p> <p>The computer-based training programs use the power and flexibility of the computer to deliver an interactive learning experience. Interacting one-on-one with the computer, the student can gain a better working knowledge of HVAC systems, energy management concepts, and facilities management system operation. The student can review each modular lesson after the initial learning experience to refresh skills as needed.</p> <p>Branch and On-Site Instruction</p> <p>Because branch training can provide a more convenient and cost-effective alternative to our standard Institute locations, we have converted many of our more popular courses to branch training programs. We can also conduct select courses using remote seminars that allow group training of the client's facilities, systems, and equipment. On-staff Johnson Controls Institute instructors teach the remote seminars at client sites, our offices, or another convenient location depending on the needs of the client group. We use portable equipment simulators that enable employees to practice without jeopardizing building operations.</p> <p>Another option for on-site instruction is on-the-job training, which allows our engineers, technicians, and mechanics to provide instruction at your facilities. This training is excellent for practical and productive learning. Materials include course handbooks, on-site laboratory sessions, and examinations. Typical topics include energy management, HVAC systems maintenance, and facility management system operation. Finally, phone support and technical assistance are always available over the phone or during our normal client service visits.</p> |



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|----|---|--|
| 39 | Describe any technological advances that your proposed products or services offer.  | <p>Our latest technology deployment is OpenBlue, which is further described in Question 70. It is a complete suite of connected solutions that deliver impactful sustainability, new occupant experiences, and respectful safety and security that combines our 135 years of building expertise with cutting-edge technology. OpenBlue features a suite of tailored, AI-powered service solutions such as remote diagnostics, predictive maintenance, compliance monitoring, advanced risk assessments, and more.</p> <p>One of our more powerful and popular technological advances is our Connected Services. All microprocessor-based York chillers can be connected to our Remote Operations Center and monitored 24/7. This information will better prepare our chiller technicians during their service visits and alert them during abnormal operating conditions. Our team will truly be connected to your member's operations resulting in improved performance.</p> <p>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.</p> <p>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.</p> <p>This application also allows our customers to sign off on completed work, which is immediately available for viewing on the Customer Portal. This tool also gives our technicians access to the internet for updated information on third-party equipment and Johnson Controls compiled database on third-party equipment.</p>   |
| 40 | Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.   | <p>At Johnson Controls, we've been dedicated to protecting the environment since our invention of the electric thermostat in 1885, which provided a fundamental shift in the energy efficiency of buildings. Now, all over the world, our products and services empower customers and communities to consume less energy and conserve resources.</p> <p><b>Our Objectives</b><br/>Sustainability is an integral part of our vision and values. Our environmental efforts are conducted with the following objectives in mind:</p> <ul style="list-style-type: none"> <li>• Supporting our company's growth and exceeding our customers' increasing expectations for more sustainable products and services.</li> <li>• Fostering a culture of sustainability that engages and attracts people who want to make a difference.</li> <li>• Improving our operational efficiency, including lowering costs and reducing the environmental footprint of our operations and supply chain.</li> <li>• Expanding engagement with our stakeholders on environmental issues, including leading in global partnerships that increase the scale of our sustainability impact.</li> <li>• Demonstrating our commitment from the top, including the continued integration of sustainability into company goals and decision-making.</li> </ul> <p><b>Our Accomplishments</b><br/>Across our organization, we seek to continuously improve in our environmental work. We're proud and fortunate to have been included in more than 40 prestigious sustainability indexes in recent years.</p> <p>2020 World's Most Ethical Company. Our 13th year in a row to be so recognized—a record only 7 companies worldwide have ever achieved.</p> <p>100 Best Corporate Citizens, 2020. We achieved the rank of #3 in our category and #18 overall among the 100 Best Corporate Citizens for 2020, for environmental, social, and governance (ESG) transparency and performance. We were up against 1000 of the biggest companies in the US to achieve this ranking.</p> <p>MSCI AAA Status. This is Morgan Stanley's sustainability index. Only 5% of companies achieve AAA.</p> <p>S&amp;P 500 ESG Index. Even at a time when companies like Walmart, Twitter, and Honeywell were dropped from the S&amp;P index, we maintained our spot. We are included in the Dow Jones Sustainability Index as well.</p> <p>Here are just some of the reasons why we've received this recognition:</p> <ul style="list-style-type: none"> <li>• From 2002 through 2017, we are proud to have reduced our energy intensity by 47 percent and our greenhouse gas intensity by 41 percent.</li> <li>• Our efforts align with the United Nations Sustainable Development Goals, a universal call to action to end poverty, protect the planet and ensure that all people enjoy peace and prosperity.</li> <li>• We always strive to do more, which is why in 2017 we adopted a new 2025 Sustainability Strategy. 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 are committing to new, ambitious 2025 goals related to greenhouse gas emissions, energy, water, waste, safety, and diversity from a 2017 baseline.</li> </ul> |
| 41 | Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors. | <p>We are unaware of the Certification of independent products, however, Johnson Controls uses third-party software Process Map for our Environmental, Health, and Safety Information System (EHSIS) to track environment, health, and safety data from facilities worldwide. Data are reviewed routinely by qualified personnel, including the regular use of an internal audit process to check not only data in the system but also site-level checks of original records and other aspects. At times, we engage assistance from third-party environmental, health and safety, and ISO consultants for site-specific audits. This includes using, for some sites, certified registrars to validate and certify our operations to various quality, environmental, six sigma, and safety standards, e.g., ISO 9000, ISO 14001, OHSAS 18001. Additionally, filings with environmental, health and safety, and other regulatory agencies are routinely checked internally and by the applicable regulatory agency.</p>  |
| 42 | Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.    | <p>Johnson Controls is a leader in supplier diversity. Since 1993, we have spent more than \$22 billion with certified women- and minority-owned suppliers. Globally, we have included more than 300 diverse and historically underutilized companies into more than 30 product and service procurement categories to support our customer solutions.</p> <p>Johnson Controls' supplier diversity program is successful because of accountability, training, and supplier diversity processes that extend into our customer and supplier networks.</p> <p>Supplier diversity is approached as a discipline that is not confined to one department, geography, or an elite group of star performers. All of the operational, commercial, and advanced supplier diversity activities are tied together with standardized processes company-wide.</p>   |

|    |   |   |
|----|---|---|
| 43 | <p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p> | <p>Sourcewell members can ensure their project produces significant energy savings and the highest return on investment by selecting a company with extensive HVAC System and Service experience and a nationwide branch network that ensures expert local service in every market in North America.</p> <p>Unparalleled Experience</p> <p>By selecting Johnson Controls, Inc. (Johnson Controls), Sourcewell members will engage an industry leader that has implemented over 3,000 ESPC projects over the past 30+ years and helped pioneer the ESPC industry in the 1980s. We are the national leader in HVAC Systems and services with a greater market share and more experience than any of our competitors. We currently hold over \$6 billion in performance-based guarantees through approximately 615 projects across North America.</p> <p>This experience ensures that Sourcewell members can realize a high-performance project that is designed, implemented, commissioned, and serviced by reliable experts that have successfully installed and service HVAC systems for other K- 12, higher-education, state, and local government bodies.</p> <p>We offer our customers the reliability and financial stability of a Fortune 100 company. Our sales for the fiscal year 2015 totaled \$37.2 billion. Our financial muscle is balanced by a strong code of ethics. For the tenth year in a row, Johnson Controls has been named one of the "World's Most Ethical Companies" by the Ethisphere Institute. Corporate Responsibility Magazine has also recognized Johnson Controls as the #14 company in its annual "100 Best Corporate Citizens" list.</p> <p>Our long history and proven capabilities illustrate that we can perform all phases of any project and provide Sourcewell member entities with the best value through equipment upgrades, equipment maintenance, and service, training, or any combination of service that you require.</p> <p>We Are Where You Are</p> <p>Our field service branch network of 4,500 front-line service providers in over 160 branch locations shows that although Johnson Controls has a large national and international footprint, we understand the importance of having a local presence in the communities we serve.</p> <p>Our extensive branch network is 100% company-owned and operated, which enables us to share resources, expertise, innovations, and corporate values throughout the entire branch network. This enables all of our branch employees to benefit from the experience and lessons learned on projects we perform across the nation and around the world. No other Energy Services Company (ESCO) has a similar network.</p> <p>By investing in local branch locations, we enable local decision-making authority that makes it easier to respond to the needs of customers in a timely manner. Our investment also helps support the communities where we live and work.</p> <p>Flexibility and Consistency</p> <p>Sourcewell members can benefit from our established and uniform development and implementation approaches that provide a consistent level of service and expedited delivery. We will apply the same management approach at a small-town school district, as we will for a world-renowned University or large state customer with highly dispersed facilities. This ensures that each project meets our standards of quality, safety, and maximum return on investment for our customers.</p> <p>With a large number of resources available to our teams, we are able to provide projects with additional staff to meet aggressive deadlines. Additionally, our ability to streamline the development, procurement, and implementation processes ensure faster upgrades of facilities so our customers will realize savings sooner.</p> <p>Safety</p> <p>At Johnson Controls, we realize safety is just as important to you as it is to us. From onsite field employees to corporate offices, safety is built into all the services we provide.</p> <p>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.</p> <p>Commitment to Diversity</p> <p>For any project we undertake, we endeavor to maximize participation from minority-owned and Historically Underutilized Businesses (HUBs). This is an increasingly important goal for many of our customers and benefits Johnson Controls by expanding our pool of available talent in each marketplace.</p> <p>We have more than 700 diverse suppliers representing more than 50 product and service categories. Approximately 7% of Johnson Controls' outside purchases are made with diverse suppliers and contractors with minority purchases making up approximately 80% of the spend. The remaining external purchases are from women-owned firms and firms designated by government agencies as small or disadvantaged businesses.</p> <p>Because of these efforts, Johnson Controls has joined the elite Billion Dollar Roundtable, an organization comprised of only 24 U.S. corporations that spend more than \$1 billion annually with minority- and women-owned businesses.</p> <p>Commitment to Sustainability</p> <p>Sustainability is a cornerstone of our business. We create sustainable solutions through all of our workstreams and practice what we preach as a corporation. Our corporate headquarters campus in Glendale, Wisconsin represents the largest concentration of LEED Platinum buildings with four awarded buildings in one site.</p> <p>Since 2002, we have publicly 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 2015 Sustainability Report is available for you to view online at:</p> <p><a href="http://www.johnsoncontrols.com/corporate-sustainability/reporting-and-policies/business-and-sustainability-report/environmental-leadership">http://www.johnsoncontrols.com/corporate-sustainability/reporting-and-policies/business-and-sustainability-report/environmental-leadership</a></p> |
|----|---|---|

**Table 9A: Warranty**

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

| Line Item | Question  | Response *   |
|-----------|---|--|
| 44        | Do your warranties cover all products, parts, and labor?  | Our warranty structure is set forth to protect our clients against faulty products installed by or workmanship completed by our personnel. Our warranties cover all products, parts, and labor associated with the Johnson Controls installed or serviced system.  |
| 45        | Do your warranties impose usage restrictions or other limitations that adversely affect coverage?   | There are no usage limitations in our warranty system for Johnson Controls installed or serviced systems.  |
| 46        | Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?   | Technician travel time and mileage to perform warranty repairs are covered under our warranty program.   |
| 47        | Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair? | Due to the presence of our company-owned district offices throughout North America, we are not aware of any geographic region where we cannot provide warranty repair services.  |
| 48        | Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?  | As indicated above, our policy states we will warranty a system installed by our technicians for a period of 1 year from the date of the customer's beneficial use. Service parts carry a 90-day warranty from the date of installation by a qualified technician. Different manufacturers may offer their own equipment warranties that cover the replacement cost of specific system components  |
| 49        | What are your proposed exchange and return programs and policies?   | According to the specific terms of each client's agreement, we can exchange a faulty piece of equipment or system component under warranty for its current equivalent. Equipment that cannot be repaired, or that is part of a legacy system no longer supported, will be replaced at the client's request.  |
| 50        | Describe any service contract options for the items included in your proposal.  | <p><b>Maintenance</b><br/>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 a 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.</p> <p>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 is equally important in a successful strategy.</p> <p><b>Reactive Maintenance</b><br/>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><b>Predictive Maintenance</b><br/>Checking the condition of the equipment as it operates. Equipment conditions, rather than time intervals, determine the need for service.</p> <p><b>Preventative Maintenance</b><br/>Scheduling maintenance at specific times offers the first line of defense against failure.</p> <p><b>Proactive Maintenance</b><br/>Addresses root causes identified by predictive methods. It isolates and corrects the sources of failure altogether.</p> |

**Table 9B: Performance Standards or Guarantees**

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

| Line Item | Question   | Response *  |
|-----------|--|---|
| 51        | Describe any performance standards or guarantees that apply to your services                             | <p>Johnson Controls utilizes a total quality management approach across Canada and throughout North America. Johnson Controls develops a clear picture of our customer's definition of quality service, from that we generate a defined set of objectives that form the basis of our performance standard.</p> <p>This method will ensure that Johnson Controls clearly understands and proactively participates in exceeding all of a customer's goals, and in our ability in achieving your expectations for customer satisfaction.</p> <p>Johnson Controls team and individual performance goals are set to a level exceeding the customer's acceptable performance standard. Performance evaluations are based on the team's success in achieving overall project goals; thus, teams are motivated to apply persistent, dedicated, and focused effort to overachieve their goals.</p> <p>Our Performance Infrastructure team provides guarantees for our Performance Contracting projects.</p> <p>For a Performance Contract, Johnson Controls guarantees the savings amount in the contract.</p> <ul style="list-style-type: none"> <li>- We begin monitoring the savings performance at the onset of the construction period and continue throughout the guarantee period. At the same time, we suggest and implement operational enhancements to fine-tune the overall performance.</li> <li>- We monitor savings during the year, produce scheduled reports that describe the results and reconcile the guarantee at the end of each year (or as dictated by the M&amp;V plan).</li> <li>- If the dollar savings are equal to or greater than the guarantee amount, customers receive all of the excess benefits. If there is a shortfall, Johnson Controls will pay the difference between the actual and the guaranteed amount in the form of a check or as additional equipment and services.</li> <li>- We repeat the annual tracking and reconciliation process each year throughout the term of the agreement.</li> </ul> |
| 52        | Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.) | A schedule of values is provided with each proposal that provides details of the service or product being provided, outlines timelines, billing, and responsible parties. There are standard communication and response time protocols that will be outlined at the task-order level.   |

**Table 10: Payment Terms and Financing Options**

| Line Item | Question  | Response *   |
|-----------|---|--|
| 53        | Describe your payment terms and accepted payment methods?   | Payment terms are NPR 30 for all invoices. For contracting sales, a schedule of values will be outlined regarding payment intervals throughout the installation process including after-warranty PSA.  |
| 54        | Describe any leasing or financing options available for use by educational or governmental entities.  | It is the intent of Johnson Controls to utilize Sourcewell Approved Leasing Vendor NCL for potential financing of our Sourcewell opportunities.<br>Our organization offers various financial solutions in an effort to remain focused on the financing needs of its customers. Program offerings include:<br>Direct Purchase<br>Fair Market Value (FMV) Purchase Option<br>10% Purchase Option   |
| 55        | Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders. | Systems and Services North America has a wholly-owned branch network that provides proposals directly to customers for requested product or service purchases. Each proposal procured through the Sourcewell contract will be marked in Salesforce as a Sourcewell Cooperative and will have the Sourcewell contract number and will be logged. Additionally, services are quoted and tracked using the Sourcewell "buying group" Upon customer award and invoiced, these sales will be reported to Sourcewell quarterly |
| 56        | Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.  | Johnson Controls will utilize standard commercial quoting tools when quoting Sourcewell opportunities. The primary systemic tools utilized to build proposals are Selection Navigator, Yorkworks, and NxGen when quoting services. Standard JCI commercial terms are incorporated into these proposals.  |
| 57        | Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?  | We do accept P-card procurement and payment, and we do not pass on any fees to the customer.   |

**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

| Line Item | Question  | Response *   |
|-----------|---|--|
| 58        | Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.                              | This agreement will apply to all Johnson Controls Systems and Services North America (SSNA) branches across the United States. Johnson Controls strives to be a company that is easy to do business with. Therefore, our approach for this opportunity is to keep our pricing model simple, easy to use, and transparent.<br><br>Labor Rates<br>For labor rates, each branch location has published street labor rates that are competitive in their local markets. We will be using the approach discounting 10% off of our local branch published street rates (benchmark: Our labor pricing approach is the same approach utilized by Johnson Controls for GSA Schedule 84, which can be used by most state and local government entities). Local labor rates change annually.<br><br>Equipment, Controls, and Solutions<br>For equipment, controls, fire / Security alarm, and parts manufactured by Johnson Controls, our approach is to discount off of our North American List Price (NALP) or List Price depending upon the pricing tool being utilized.<br>For outside purchased HVAC equipment, controls, fire, security, technology equipment, and miscellaneous components, our approach is to mark up over our cost.<br>HVAC Specialty Air Quality Products are custom built, so pricing will vary<br>For miscellaneous 3rd party parts, mechanical subcontracts, electrical subcontracts, piping subcontracts, insulation subcontracts, job services such as cranes, facilities assessments, job specific tools, management & engineering services and surveys, our approach is to mark up over our cost as verified by 3rd party invoice to Johnson Controls. |
| 59        | Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.  | Discounts vary based on equipment and labor. Maximum equipment discounts are 55%.  |
| 60        | Describe any quantity or volume discounts or rebate programs that you offer.  | Volume discounts will be considered on a project-by-project basis. Most SSNA solutions are customized for each facility and do not qualify for volume discounts.   |
| 61        | Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.  | We supply these items at cost + 30%.   |
| 62        | Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer. | Proficiency and Risk (PR) Fee:<br><br>Due to unforeseen conditions and/or circumstances on all proposals Johnson Controls includes PR assessments. The PR fee averages 5%, of the total sell price depending on the risk it could be as high as 10% or as low as 2%.<br><br>In our existing Sourcewell Contract 030817-JHN, this PR Fee has consistently been included in our proposals under miscellaneous as it is part of our systemic pricing tools. Johnson Controls wants to provide customers with complete transparency of our pricing.  |
| 63        | If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.  | Shipping costs are included, as is disposal.   |
| 64        | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.   | Shipping costs are included in the price.  |
| 65        | Describe any unique distribution and/or delivery methods or options offered in your proposal.   | We strive to achieve just-in-time delivery to avoid storage costs and costs associated with damage that can occur when equipment and parts are stored on-site or in a facility for any length of time. Additionally, we do not enforce your warranty until we reach substantial completion. This helps save our customers a little money by not starting the warranty period too early when the system is not yet in use.  |

**Table 12: Pricing Offered**

| Line Item | The Pricing Offered in this Proposal is: *  | Comments   |
|-----------|---|--|
| 66        | b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments. | Pricing methodology is similar to that of past award. Both B and C apply to our response. Depending upon the opportunity discounts are equal to or better than we offer to GPO's and other cooperatives. It is Johnson Controls policy to standardize pricing across Cooperatives and GPO agreements and enable the branch offices to negotiate the additional discounts on an opportunity by opportunity basis. |

**Table 13: Audit and Administrative Fee**

| Line Item | Question   | Response *  |
|-----------|--|---|
| 67        | Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.                                | Pricing calculations under the Sourcewell contract will leverage estimating tools with defined pricing discounts for Sourcewell members. This pricing methodology makes it easy for our field organization and customers to understand pricing practices. Pricing transparency is provided to the customer with each Sourcewell proposal including reference to the Sourcewell contract. Pricing for large sales often has multiple reviews (sales, sales management, and cooperative program office). Small transactional sales are sample reviewed by the cooperative program office. If a pricing discrepancy would be identified all sales by that sales rep through the Sourcewell contract would be self-audited. The sales reporting and administrative fee remittance function are independent of the field sales organization. Fee processing is completed by a centralized GPO and cooperative processing team. This process will help to eliminate issues relating to unreported sales or missing fees under the Sourcewell contract. The centralized team utilizes data contained with our Customer Relationship Management system, booking system, and cooperative proposal log to help ensure completeness in sales reporting and fee submission. |
| 68        | If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.  | Johnson Controls has established KPI's for evaluating the performance of our Cooperative Program. These internal metrics are comprised of data from both sales and finance. For example, one key metric that we utilize is the number of sales representatives that have an active Sourcewell proposal in the Sales Force pipeline  |
| 69        | Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.) | Johnson Controls proposes a 1% administrative fee. On significant opportunities, we would like to leave open our ability to further negotiate a reduction on a case-by-case basis.  |

**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

| Line Item | Question  | Response *  |
|-----------|---|---|
| 70        | Provide a detailed description of the equipment, products, and services that you are offering in your proposal. | <p>Due to character limitation on the Bid Portal, please see the "Table 14A – Depth and Breadth of Offer Equipment Products and Services" document for complete details.</p> <p>Although we have the unique capacity to self-perform most work, we also have the contract management expertise to know when it is appropriate to outsource some functions. Please see our "Subcontracting Scope of Work" document uploaded as an attachment to this response.</p> <p>HVAC System Design, Installation, and Service<br/>                     HVAC Systems:<br/>                     - Standard Air Handling Units (AHUs), Customer AHUs, AMI Modular AHUs<br/>                     - Inefficient air handling unit replacement<br/>                     - HVAC system redesign<br/>                     - Variable frequency drives<br/>                     - Heat recovery systems<br/>                     - Low leakage air dampers<br/>                     - Variable air volume systems<br/>                     - Inlet vanes for centrifugal fan<br/>                     - Demand control ventilation<br/>                     - Exhaust fans<br/>                     - Fan coil units<br/>                     - Motor replacement<br/>                     - Unit heaters/ventilators<br/>                     - Computer room unit optimization<br/>                     - Four-pipe system to two-pipe system<br/>                     - Variable volume system upgrades<br/>                     - System recommissioning<br/>                     - Duct Free Mini Split Systems<br/>                     - Invertors<br/>                     - Pumps<br/>                     - Indoor Air Quality Products and Devices: Active polarization, non-ionizing, electronic air cleaning systems intended to replace passive filtration<br/>                     - Rooftop units<br/>                     - Heat pumps<br/>                     - PTACs<br/>                     - Water source heat pumps<br/>                     - Air Terminal Devices and Heating Products<br/>                     - Lighting systems-disinfectant lighting (UVC light tech) for air handlers</p> <p>Cooling Systems:<br/>                     - Scroll, Rotary, Centrifugal, Reciprocating, Air-Cooled Chillers, Water-Cooled Chillers, Condensing Units, and Absorption Chillers<br/>                     - Chiller replacements<br/>                     - Gas fire centrifugal chillers<br/>                     - Low load chiller<br/>                     - CFC containment conversions<br/>                     - Tower free cooling<br/>                     - Commercial refrigeration</p> |

- Cooling tower upgrade
- Two speed fan motors
- Variable pitch blade cooling tower fan
- Thermal energy storage systems
- Reclaim A.C. heat rejection
- Variable flow system upgrade
- Air-Cooled Variable Refrigerant Flow Systems
- Chilled water temperature reset
- Humidity control
- Absorption chiller
- Gas-fired chiller
- Condenser auto-cleaning
- Conversion to primary secondary, including VSD on pumps
- Cooling towers De-centralization/centralization
- Free cooling

Energy Management and Control Systems:

- In-room control systems
- Direct digital controls
- Pneumatic control conversion
- Manual valves to automatic valves
- Air compressors
- Lab fume hood control
- Multi-system integration
- Load shedding
- Demand management
- Staging / lead-lag
- Optimum start / stop

Heating Systems:

- Heating system redesign and optimization
- Boiler replacement
- Electric to gas fired boiler
- High efficient modular boilers
- Low load boiler
- Burner replacement
- Dual fuel burners
- Oil atomizing burners
- Boiler stack heat reclaim
- Perimeter radiation
- High efficient domestic water heaters
- Gas line turbulators
- Temperature reset control
- Electric heating to gas
- Piping insulation
- Boiler stack reclaim
- Boiler system de-centralization
- Aerator replacement with O2 scavenger
- Automated water treatment
- Condensate recovery

Performance Contracting

- Energy Conservation Measures
- Investment Grade Audits
- Infrastructure Upgrades

OpenBlue

Building Systems

- Building Management System
- Access Control System
- Lighting
- HVAC
- Floor plans

Integrated Workplace Management Systems

- Meeting rooms (size, location, amenities)
- Desk (reservable, status)
- Assets (type and location)
- Other spaces
- Frictionless Access Control
- Facial Recognition
- Skin temperature scanning solution
- Facemask detection
- Thermal imaging, UV sanitizing gates, contact tracing, touchless visitor management

Enterprise IT Systems

- HR & IT System
- Active Directory
- Microsoft Exchange
- CMMS

Third Party Offerings

- Sensors
- Space Scheduler
- Mobile Access
- Parking management
- Travel options (bus, train, car)
- Weather, traffic, stock prices

OpenBlue Healthy Buildings

- OpenBlue Dynamic Spaces
- Face Mask Detection
- Social Distance Monitoring and Contact Tracing
- Intelligent Frictionless Access Control

OpenBlue Companion

- OpenBlue Clean Air
- OpenBlue Location Manager
- OpenBlue Enterprise Management
- OpenBlue Digital Twin
- OpenBlue Secure
- OpenBlue Tailored Services Suite

Smart City Programs

- Traffic analysis
  - Security Cameras
  - Proximity Sensors
  - Pedestrian Counters
  - Digital signage and speakers
  - Gunshot detection
- Utility Meters
- Water Meters
  - Electric Meters
  - Utility billing analysis
  - Utility rate improvements
  - Meter consolidation
  - Electric power factor correction
  - Automatic Meter Reading (AMR)
  - Advanced Metering Infrastructure (AMI) technology – Full scale implementation
  - Meter accuracy improvements
  - Meter typing & sizing upgrades
  - Automatic leak detection system
  - Customer web portal
  - SCADA upgrades
- Distribution Systems and Cogeneration Plants
- Central Utility Plants
  - Cogeneration/CHP Systems
  - Central cooling plant
- Lighting Systems
- Lighting Products: Intelligent lighting, connected lighting, streetlighting, intelligent street lighting, decorative lighting, human-centric lighting, specialty lighting, safety lighting, disinfectant lighting, and commercial lighting.
  - Interior Lighting:
    - o Linear Fluorescent Upgrades: New LED fixtures, LED retrofit kits, LED tubes
    - o CFL/INC/HID Upgrades: New LED fixtures, LED retrofit kits, LED re-lamps
    - o High Bay Fixtures: New LED fixtures
  - Exterior Lighting:
    - o Building Mounted: Wall packs, floods, canopy
    - o Pole Mounted: Area and street lights, Post top decorative, High mast, Parking garages
  - Lighting Controls:
    - o Room based controls: occupancy sensors, Photocell sensors
    - o Stand-alone Networked controls
    - o Integrated Networked controls with BAS
    - o Smart City controls
  - Human-Centric Lighting (HCL): HCL systems combine intelligent lighting control with LED lamps and fixtures that have the ability to change their color temperature and intensity. Light varies during the day according to the natural lighting cycle:
    - o Low light levels and low CCTs (Correlated Colour Temperature) in the early morning
    - o High light levels and high CCTs at midday (up to 10,000 K)
    - o Low light levels and low CCTs during evening
    - o Extremely low light levels and a medium CCT under moonlight
  - Smart Building-Wide Lighting Control
  - Building Automation System Integration
  - Business Optimization
- Building Envelope Systems
- Window glazing
  - Tinted window film
  - Energy efficient windows
  - Window and door weather stripping and caulking
  - Revolving doors
  - Air curtains
  - Automatic door closers
  - Roofing
  - Insulate walls, roof, floor, soffit
  - Caulk pipe penetrations
  - Seal ceiling to roof gap
  - Solar radiation reduction
  - Reflective coating to roof
  - Weatherproofing
- Water and Sewage Systems
- Water Conservation
- Retrofit flush valves, showerheads, faucets, toilets
  - Automated water systems
  - Cooling tower retrofits
  - Ice machine upgrades
  - High efficiency domestic water heaters
  - Waste heat recovery
- Water Supply/Treatment/Distribution
- Raw water pumping
  - High service pumps
  - Backwash water pumps (filtration plants)
  - Water control systems
  - Plumbing systems
  - Irrigation systems
  - Domestic water
  - Rain water harvesting
- Wastewater Collection and Treatment
- Wastewater lift pumps
  - Aeration system improvements (diffusers, controls, blowers)
  - Digester gas to energy projects
  - Digester improvements
- Flood Control
- Flood control systems
  - Flood monitoring systems
  - Integrated traffic control and monitoring systems
- Renewable Energy Systems
- Solar photovoltaic
  - Wind turbines



- Geothermal heat pumps
- Microgrid
- Energy storage
- Solar daylighting
- Biomass plants
- Solar thermal pool heating
- Solar thermal domestic water heating
- Solar transpired walls
  
- Distributed Energy Storage
- Battery Power Stationary Storage
- Energy Storage System - In-Building
- Modular Container Distributed Energy Storage System
- Thermal Energy Storage Systems
- Ice Storage
  
- Sewer Heat Recovery
- Waste Heat Recovery and Urban Biogas Utilization
  
- Microgrids
  
- Connected Technologies
- Audio-Visual
- Data Cabling
- LAN/WAN/Voice
- Distributed Antenna Systems
- Nurse Call Systems
- Security Systems
- HL7 Integrations
  
- Pool Systems/Environment and Recreational Spaces
- Additional Systems
- Loading dock air curtains
- Ceiling systems
- Electrical power systems
- Emergency generators
- Turbine generators
- Switch gear
- Elevator modernization
- Waste management
- Waste compactors
- Red bag waste
- Pool covers and pool heat recovery
- Air and water balance
- Power factor correction
- Fleet management
- Start-up and commissioning
- High efficiency water heating
- Instantaneous hot water heating and removal of large storage tanks
- Waste heat recovery for dryers and kitchens
- Conversion of electric kitchen equipment to gas
- Water savings measures for kitchen and laundry
- Ozonated laundry upgrades
- Kitchen equipment
- Dishwasher replacement
- Walk-in coolers optimization
- Exhaust system optimization
- Kitchen design
- Laundry systems
  
- Service and Maintenance
  
- Public Relations
  
- Security
- 24/7 remote monitoring
- Access control
- Advanced video surveillance
- Intrusion detection
  
- Fire, Life-Safety & Hazard Protection
- Fire alarm systems
- Fire sprinkler systems
- Fire suppression systems
- Mass notification systems
- Special hazard solutions
- Extinguishers
- Mass Notification
- Special Hazard
- Sprinkler
  
- Operational Intelligence & Loss Prevention
- Information management solutions
- Real-time location systems (RTLS) for asset management
- Video and traffic analytics

|    |  |  |
|----|--|--|
| 71 | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | <ul style="list-style-type: none"> <li>- Renewable Technologies</li> <li>- Indoor Air Quality</li> <li>- Lighting Systems</li> <li>- Energy Efficiency</li> <li>- Greenhouse Gas Reduction</li> <li>- Smart Building Technologies</li> <li>- Smart City Technologies</li> <li>- Artificial Intelligence</li> <li>- Security</li> <li>- Connected Technologies</li> <li>- Energy Storage</li> <li>- Microgrids</li> <li>- HVAC Equipment</li> <li>- Controls</li> <li>- Building Automation Systems</li> <li>- Energy Management Systems</li> <li>- Operational Intelligence and Asset Management</li> <li>- Fire alarm and suppression</li> <li>- Security</li> <li>- Extinguishers</li> <li>- Sprinkler</li> <li>- Mass Notification</li> <li>- Special Hazard</li> </ul> |
|----|--|--|

**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

| Line Item | Category or Type  | Offered *  | Comments  |
|-----------|---|--|---|
| 72        | HVAC, IAQ, and water heating or treatment infrastructure, equipment, components, products, parts, and related technology  | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | See attachment 14A - Depth and Breadth of Offer Equipment Products and Services |
| 73        | Sensors, controls, thermostats, gauges, and system automation or management products and technology   | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | See attachment 14A - Depth and Breadth of Offer Equipment Products and Services |
| 74        | Services related to the offering of the solutions described in Lines 72 and 73 of Table 14B above, including installation, maintenance, repair, refurbishment, replacement, system upgrades, emergency or short-term HVAC equipment rental, assessment, integration, training, support, and customization | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | See attachment 14A - Depth and Breadth of Offer Equipment Products and Services |

**Exceptions to Terms, Conditions, or Specifications Form**

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

**Documents**

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
  2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
  3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
  4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Sourcewell Pricing Table 07 01 21 Final Rev.docx - Wednesday June 30, 2021 14:58:28
  - [Financial Strength and Stability](#) - 2020-10-k-for-jci-site.pdf - Monday June 28, 2021 14:57:33 [Marketing Plan/Samples](#) - Marketing Doc.pdf - Tuesday June 29, 2021 09:58:10
  - [WMBE/MBE/SBE or Related Certificates](#) (optional)
  - [Warranty Information](#) - Project Warranty Letter.pdf - Monday June 28, 2021 16:09:35
  - [Standard Transaction Document Samples](#) - HS HP Upgrade and Service Sample Proposals.pdf - Monday June 28, 2021 15:40:04
  - [Upload Additional Document](#) - Table 2 Certification and Table 14A Additional Info.zip - Tuesday June 29, 2021 10:31:24

**Addenda, Terms and Conditions**

**PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcwell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcwell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcwell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcwell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jeremy Rainwater, VP & GM HVAC and Controls North America, Johnson Controls, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes  No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

| File Name   | I have reviewed the below addendum and attachments (if applicable) | Pages |
|---|--|-------|
| <b>Addendum_4_HVAC_Systems_Services_RFP_070121</b><br>Tue June 22 2021 04:10 PM | <input checked="" type="checkbox"/>                                | 1     |
| <b>Addendum_3_HVAC_Systems_Services_RFP_070121</b><br>Wed May 26 2021 04:55 PM  | <input checked="" type="checkbox"/>                                | 1     |
| <b>Addendum_2_HVAC_Systems_Services_RFP_070121</b><br>Tue May 18 2021 03:45 PM  | <input checked="" type="checkbox"/>                                | 1     |
| <b>Addendum_1_HVAC_Systems_Services_RFP_070121</b><br>Mon May 17 2021 01:50 PM  | <input checked="" type="checkbox"/>                                | 1     |



# CENTER FOR COLLABORATIVE SOLUTIONS

## THE CECHCR PROJECT



Sacramento City Unified School District

CECHCR PSA #08D-CYCS-2022

### CECHCR Professional Services Agreement

This Professional Services Agreement (“Agreement”) is entered into between Sacramento City Unified School District, an agency of the State of California (“SCUSD”), and the Center for Collaborative Solutions (CCS), a 501(c)(3) non-profit California corporation, doing business as the California Education Coalition for Health Care Reform (“CECHCR”), jointly referred to as “the Parties”, to be fully executed by October 14, 2022 and with a one year term effective as of March 1, 2023 through February 28, 2024.

- A. SCUSD is a public-school district located in Sacramento County in the State of California. SCUSD offers its eligible employees and retirees a health benefit package consisting of medical, dental, vision, and life insurance coverage. SCUSD has an established joint labor-management Health Benefits Committee and seeks the professional services outlined in this Agreement to support its employee health benefit offerings.
- B. CECHCR is a statewide project of CCS advised by management and labor organizations representing the state’s public school and community college districts and their employees. CECHCR is committed to improving health care quality and reducing costs in the state’s public education sector.
- C. This Agreement outlines the terms and scope of the professional services to be provided by CCS/CECHCR to SCUSD, as related to the health benefits offered by SCUSD to its eligible employees and their family members. The Parties agree as follows:
  - I. **OBJECTIVITY.** In order to maintain independence and objectivity, neither CCS/CECHCR nor any of its employees, agents or subcontractors shall receive any form of compensation, commission, overrides or other remuneration from insurance carriers, brokers, sales agents or other similar third parties for any services rendered to SCUSD.

#### II. SCOPE OF PROFESSIONAL AND EDUCATIONAL SERVICES

- A) Phase 1 - Evaluation & Solicitation of Bids
  - 1. CCS/CECHCR shall initiate an independent evaluation of the reasonableness of the costs, stability, and quality of SCUSD’s current employer-sponsored Health, Dental, Vision and Life Insurance Programs, including the gathering of all necessary information from the District;
  - 2. CCS/CECHCR shall draft, and then issue requests for proposals (RFPs) on or about May 15, 2023, provided all data needed for RFP preparation is received by CECHCR from SCUSD not later than May 1, 2023.
- B) Phase 2 - Evaluation of Options & Report
  - 1. CCS/CECHCR shall evaluate options, including actuarial values and detailed side-by-side actuarial comparisons of current plan benefits with all proposed

RFP options and plans offered by CalPERS (which do not involve a bid because they are guaranteed issue to school districts) to support making informed decisions;

2. Final results of this analysis shall be timely presented to the SCUSD Health Benefits Committee (HBC) in order to enable SCUSD and its Labor Partners to determine if it is in their best interest to stay in their current purchasing arrangement or move into a new arrangement effective January 1, 2024.

C) Phase 3 – Decision & Implementation

1. CCS/CECHCR will work with the district and its Labor Partners as needed to educate, answer questions and discuss issues and options related to potential implementation of the various new purchasing arrangement options available.
2. If SCUSD and its Labor Partners decide to change providers, CCS/CECHCR will educate, advise, and assist SCUSD and its Labor Partners in the implementation of the alternative Health Benefits options selected, including:
  - (a) Coordinate and schedule internal resources, CCS/CECHCR professional resources and external vendor resources related to this effort, including the selected provider and the various health plan carriers;
  - (b) Meet with the District and the new selected provider to develop a work plan for open enrollment;
  - (c) Attend mutually agreed upon meetings with employees and the District to ensure a smooth enrollment into the new provider;
  - (d) Design easy to understand employee communication materials and other enrollment informational materials;
  - (e) Design easy to understand after care/troubleshooting communication to ensure the employee's transition goes smoothly;
  - (f) Provide professional support in the conduct of town hall-type training sessions for eligible employees, in order to educate and assist eligible employees to select plans during open enrollment;
  - (g) Assist in developing and coordinate the necessary documents to join or terminate any carriers;
  - (h) After enrollment, assist in any claims issues that come up as a result of the move into the selected provider;
  - (i) Assist with members who will need help to facilitate continuity of care during any transition of health plans;
  - (j) Coordinate presence of enrollment representatives for any employees eligible for Covered California, Expanded Medi-Cal or other alternative community care plans.

- D) For the entire term of this Agreement, serve as an expert advisor to the SCUSD HBC, attending all meetings necessary to provide education on healthcare literacy, healthcare quality, and how to best utilize their plan of benefits.

- E) For the entire term of this Agreement, serve as Employer/Employee Advocate. CCS/CECHCR will advocate resolution of service authorizations and/or claims payment disputes between plan carriers, health care providers and the SCUSD enrollees, provided employees sign appropriate HIPAA forms;
- F) Other Services. Other professional services are outside the scope of this Agreement.

### **III. CONFIDENTIALITY AND TRANSPARENCY**

- A) All Protected Health Information (PHI) will be maintained in a confidential manner as required under the terms of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”) and their implementing regulations (collectively referred to as the “Acts”), as outlined in the HIPAA-HITECH compliant Business Associate Agreement attached as Addendum A to this Agreement, which is hereby incorporated into this Agreement.
- B) CY Consulting Services, LLC will serve as the exclusive Business Associate and shall be the only authorized recipient of data for the purposes of this Agreement.
- C) All reporting will exclude any PHI that may be encountered in this engagement. All reporting to SCUSD, its Health Benefits Committee and any related entities, employees, agents, or persons, including CCS/CECHCR, will be aggregated at the Employer Sponsor level in order to maintain the confidentiality required under the Acts.
- D) Opinions and written reports will be prepared in a professional and transparent manner and will be distributed to SCUSD as well as authorized representatives of district bargaining units.
- E) All CCS/CECHCR personnel will keep confidential all information provided by your organization that is not already in the public domain.

### **IV. COMPENSATION**

- A) Professional Fees. Professional fees for the resources required to complete the services described in section II above are as follows:
  - 1. Phase 1 – section II. A) \$40,000. This includes assessment of SCUSD’s current benefits situation, gathering data and drafting and issuing RFPs, and following up to attempt to procure bids.
  - 2. Phase 2 – section II. B) \$43,000. This includes a full report that contains a complete actuarial analysis and comparison of current plan benefits with all new options.
  - 3. Phase 3 – section II. C) \$37,000. This includes full support for all parties to assist in the decision-making process and for the implementation of the change process, as spelled out in detail in section II. C) above.

4. Sections II. D) & E). No extra charge. The fee for these services is included in the above amounts for each phase.
- B) Additional costs. There shall be no additional charges for costs incurred by CCS/CECHCR for research data, documents, communications, production and duplication of documents and reasonable travel for any in-person meetings unless mutually agreed upon by the parties in advance. These mutually agreed upon costs, if any, will be invoiced at cost.
- C) Invoices and Payment. Invoices for professional services shall be prepared by CCS/CECHCR and submitted for payment by SCUSD by Phase, as follows:
1. Phase 1 – payment in full on April 1, 2023.
  2. Phase 2 – payment in full on June 15, 2023.
  3. Phase 3 – payment in five monthly installments beginning July 24, 2023.
  4. A late payment penalty equal to 1.5 percent per month shall be charged on balances not paid within 30 days of the date of invoice.
  5. In the event any of the professional and educational services described herein are not performed, CCS/CECHCR will reimburse SCUSD the amount of professional fees paid for the work not performed.
- V. **TERM.** The term of this Agreement commences upon the March 1, 2023 effective date of this Agreement and continues through February 28, 2024, subject to the termination provisions in section VI. below.

## VI. TERMINATION

- A) After the completion of Phase II, either party may terminate this agreement for any reason by giving one hundred twenty (120) days advance written notice to the other Party. In such event, CCS/CECHCR shall be obligated to continue full, good faith provision of services under this Agreement through the end of such one hundred twenty (120) day period, unless the SCUSD relieves it in writing of such obligation. Upon receipt by CCS/CECHCR of such written request to cease performing, no additional payments for professional fees will be due and owing under this Agreement.
- B) On or after August 23, 2023, should the District and its Labor Partners decide not to select any option presented by CCS/CECHCR and instead remain in their current health benefits purchasing arrangements, the District may terminate this Agreement by giving CCS/CECHCR thirty (30) days advance written notice of termination due to their decision not to change health plans. In such event, CCS/CECHCR shall be obligated to continue full, good faith provision of services under this Agreement through the end of such thirty (30) day period, unless the SCUSD relieves it in writing of such obligation. Upon receipt by CCS/CECHCR of such written request to cease performing, no additional payments for professional fees will be due and owing under this Agreement.



- C) Default. SCUSD's non-payment of invoices is a breach of this Agreement that may result in withdrawal of service and termination of the Agreement with no penalty against CCS/CECHCR. Upon payment of a delinquent invoice by SCUSD, CCS/CECHCR will resume services for the rest of the term of the Agreement. In the event of Default, payment for any unpaid portion of the professional fees shall be due and payable within thirty (30) days of the effective date of such Default.
- D) Survivability. The Confidentiality, Transparency and Indemnification provisions of this Agreement shall survive any termination of this Agreement. Except as otherwise outlined in this section VI, the financial responsibilities outlined in the Compensation clauses shall survive for any unpaid Professional Fees and additional costs incurred through the effective date of the termination.

## **VII. INSURANCE AND TAXES**

- A) CCS/CECHCR at their sole cost and expense shall secure and maintain in full force and effect throughout the term of this Agreement policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to SCUSD which will protect CCS/CECHCR and SCUSD from claims which may arise out of or result from CCS/CECHCR's actions or inactions relating to the Agreement, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance coverage shall include:
  - 1. Workers' Compensation as required under California State law;
  - 2. Commercial General Liability and Employer's Liability (in an amount not less than \$1,000,000.00);
- B) CCS/CECHCR shall assume full responsibility for payments of Federal, State, and local taxes or contributions imposed or required under the Social Security, Workers' Compensation and/or income tax laws, or any disability or unemployment law, or retirement contributions of any sort whatsoever, concerning CCS/CECHCR, or any employee, agent or subcontractor thereof, and shall further indemnify and hold harmless SCUSD from any such payment or liability arising out of or in any manner connected with CCS/CECHCR's performance under this Agreement.

## **VIII. GENERAL**

- A) Best Efforts. CCS/CECHCR shall use its best commercially reasonable efforts to provide you with quality professional services. It is recognized, however, that we do not predict or guarantee any particular outcome or specific result.
- B) Governing Law; Venue. This Agreement shall be governed by and construed to be in accordance with the laws of the State of California applicable to contracts between California residents entered into and to be performed entirely with the State of California. Any action or proceeding arising directly or indirectly from

this Agreement shall be litigated in an appropriate state court in the County of Sacramento, State of California, or in the United States Federal District Court for the Eastern District of California.

- C) **Attorneys’ Fees.** If any legal action is necessary to enforce this Agreement, whether in court or arbitration, the prevailing Party shall be entitled to recover its expenses incurred in connection with said dispute, including, but not limited to, expert witness fees, court costs, whether taxable or non-taxable, and reasonable attorneys’ fees, in addition to any other relief to which that Party may be entitled.
- D) **Indemnification.** CCS/CECHCR agrees to indemnify, defend and hold SCUSD, its officers, agents, and employees harmless from any and all claims, losses, actions, damages, expenses, or liabilities arising out of the negligent acts or omissions of CCS/CECHCR its officers, agents, or employees by reason of the operation of this Agreement.
- E) **No Third-Party Beneficiaries.** Nothing in this Agreement shall confer any right, remedy, obligation or liability whatsoever upon any person or entity other than the Parties hereto, and their respective successors and assigns.
- F) **Entire Agreement.** This Agreement constitutes the entire understanding and agreement between the Parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous oral or written communications pertaining thereto, all of which are merged in this Agreement. In executing this Agreement, neither Party has relied upon any warranty, representation, assurance or inducement that is not expressly set forth herein. No other agreement, statement, or promise not contained in this Agreement shall be valid or binding.
- G) **Severability.** If any court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable, such provision shall be interpreted to the maximum extent to which it is valid and enforceable. The remaining provisions of this Agreement shall nevertheless continue in full force and effect without being impaired or invalidated in any way.
- H) **Execution in Counterparts.** This Agreement may be executed in counterparts, and the Parties may return said execution via mail, e-mail or facsimile. Each counterpart shall be deemed an original, and all of which taken together shall constitute one and the same Agreement. This Agreement is not binding and effective until it is executed by the Parties herein.
- I) **Delivery of Notices.** All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

CCS/CECHCR:  
 Center for Collaborative Solutions  
 Attn: President & CEO  
 8690 Sierra College Blvd.  
 Suite 160-327  
 Roseville, CA 95661

SCUSD:  
 Sacramento City Unified School District  
 Attn: Chief Business & Operations  
 Officer  
 5735 47<sup>th</sup> Avenue  
 Sacramento, CA 95824

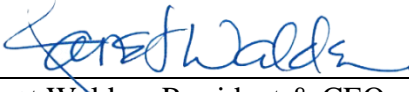
Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

For Sacramento City Unified School District:

For CCS/CECHCR:

\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Janet Walden, President & CEO  
Center for Collaborative Solutions

Rose Ramos

\_\_\_\_\_  
Name

CBO

\_\_\_\_\_  
10/18/22

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# Addendum A



CY Consulting Services  
Health Care Advocacy

3332 Seabright Avenue | Suite 100 | Davis, CA 95616

## **Cindy Young Consulting Services (CYCS) BUSINESS ASSOCIATE AGREEMENT**

This Privacy Agreement ("Agreement"), is effective upon signing this Agreement and is entered into by and between Sacramento City Schools ("Covered Entity") and CY Consulting Services (the "Business Associate").

1. Term. This Agreement shall remain in effect for the duration of this Agreement and shall apply to all of the Services and/or Supplies delivered by the Business Associate pursuant to this Agreement.

2. HIPAA Assurances. In the event Business Associate creates, receives, maintains, or otherwise is exposed to personally identifiable or aggregate patient or other medical information defined as Protected Health Information ("PHI") in the Health Insurance Portability and Accountability Act of 1996 or its relevant regulations ("HIPAA") and otherwise meets the definition of Business Associate as defined in the HIPAA Privacy Standards (45 CFR Parts 160 and 164), Business Associate shall:

(a) Recognize that HITECH (the Health Information Technology for Economic and Clinical Health Act of 2009) and the regulations thereunder (including 45 C.F.R. Sections 164.308, 164.310, 164.312, and 164.316), apply to a business associate of a covered entity in the same manner that such sections apply to the covered entity;

(b) Not use or further disclose the PHI, except as permitted by law;

(c) Not use or further disclose the PHI in a manner that had Sacramento City Schools done so, would violate the requirements of HIPAA;

(d) Use appropriate safeguards (including implementing administrative, physical, and technical safeguards for electronic PHI) to protect the confidentiality, integrity, and availability of and to prevent the use or disclosure of the PHI other than as provided for by this Agreement;

(e) Comply with each of the applicable requirements of 45 C.F.R. Part 162 if the Business Associate conducts Standard Transactions for or on behalf of the Covered Entity;

(f) Report promptly to Sacramento City Schools any security incident or other use or disclosure of PHI not provided for by this Agreement of which Business Associate becomes aware;

(g) Ensure that any subcontractors or agents who receive or are exposed to PHI (whether in electronic or other format) are explained the Business Associate obligations under this paragraph and agree to the same restrictions and conditions;

(h) Make available PHI in accordance with the individual's rights as required under the HIPAA regulations;

(i) Account for PHI disclosures for up to the past six (6) years as requested by Covered Entity, which shall include: (i) dates of disclosure, (ii) names of the entities or persons who received the PHI, (iii) a brief description of the PHI disclosed, and (iv) a brief statement of the purpose and basis of such disclosure;

(j) Make its internal practices, books, and records that relate to the use and disclosure of PHI available to the U.S. Secretary of Health and Human Services for purposes of determining Customer's compliance with HIPAA; and

(k) Incorporate any amendments or corrections to PHI when notified by Customer or enter into a Business Associate Agreement or other necessary Agreements to comply with HIPAA.

3. Termination Upon Breach of Provisions. Notwithstanding any other provision of this Agreement, Covered Entity may immediately terminate this Agreement if it determines that Business Associate breaches any term in this Agreement. Alternatively, Covered Entity may give written notice to Business Associate in the event of a breach and give Business Associate five (5) business days to cure such breach. Covered Entity shall also have the option to immediately stop all further disclosures of PHI to Business Associate if Covered Entity reasonably determines that Business Associate has breached its obligations under this Agreement. In the event that the termination of this Agreement and the Agreement is not feasible, Business Associate hereby acknowledges that the Covered Entity shall be required to report the breach to the Secretary of the U.S. Department of Health and Human Services, notwithstanding any other provision of this Agreement or Agreement to the contrary.

4. Return or Destruction of Protected Health Information upon Termination. Upon the termination of this Agreement, unless otherwise directed by Covered Entity, Business Associate shall either return or destroy all PHI received from the Covered Entity or created or received by Business Associate on behalf of the Covered Entity in which Business Associate maintains in any form. Business Associate shall not retain any copies of such PHI. Notwithstanding the foregoing, in the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible upon termination of this Agreement, Business Associate shall provide to Covered Entity notification of the condition that makes return or destruction infeasible. To the extent that it is not feasible for Business Associate to return or destroy such PHI, the terms and provisions of this Agreement shall survive such termination or expiration

and such PHI shall be used or disclosed solely as permitted by law for so long as Business Associate maintains such Protected Health Information.

5. No Third-Party Beneficiaries. The parties agree that the terms of this Agreement shall apply only to themselves and are not for the benefit of any third-party beneficiaries.

6. De-Identified Data. Notwithstanding the provisions of this Agreement, Business Associate and its subcontractors may disclose non-personally identifiable information provided that the disclosed information does not include a key or other mechanism that would enable the information to be identified.

7. Amendment. Business Associate and Covered Entity agree to amend this Agreement to the extent necessary to allow either party to comply with the Privacy Standards, the Standards for Electronic Transactions, the Security Standards, or other relevant state or federal laws or regulations created or amended to protect the privacy of patient information. All such amendments shall be made in a writing signed by both parties.


8. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the then most current version of HIPAA and the HIPAA privacy regulations.

9. Definitions. Capitalized terms used in this Agreement shall have the meanings assigned to them as outlined in HIPAA and its related regulations.

10. Survival. The obligations imposed by this Agreement shall survive any expiration or termination of this Agreement.

Sacramento City Schools

CY Consulting Service

|                                     |  |
|-------------------------------------|--|
| For:<br>Sacramento City Schools     | For:<br>CY Consulting Services   |
|                                     |  |
| Rose Ramos                          | Cindy Young  |
| Chief Business & Operations Officer | President  |
| Date:                               | Date: August 18, 2022  |



CONTRACT APPROVAL AND ROUTING FORM

School Site/Department: CA Jones Career & Ed Agreement/Contract With: CALIFORNIA FIREFIGHTER

Provide a brief description of the agreement: The District shall contract with the CAL-JAC all instructional and training services provided in accordance with the CAL-JAC standards. The District shall retain 10% of the for rate a s income from the apprenticeship revenues generated by the attendance- 71,963 hours

This agreement consists of the following documents: Apprenticeship Program for Related and Supplemental Instruction (RSI) to California Fire Fighters at Charles A. Jones Career & Education Center

Period of Agreement: 07-01-2022 to 06-30-23 Board Approval Date (if required):

Cancellation Terms: Either party may terminate at the end of fiscal year by giving written 30 notice

Amount \$ Revenue (Grant, Award, Reimbursement for Services Provided) Expenditure Zero-Dollar/Non-Fiscal

If Applicable, Requisition #: SA23-00273 Funding Source: Payment Terms:

To Receive Funds, Invoicing Required: Yes No Contracts Use: Executed agreement provided to Budget Accounting for invoicing

I have read and agree with the terms of this agreement:

By: Susan L. Gilmore, Ph.D., Director, Adult Ed. Dept. Manager/Principal (Print Name) Signature Date:

IAS or Cabinet Level Approval (required)

I approve as to substance:

By: Lisa Allen, Deputy Superintendent IAS or Chief (Print Name) Signature Date:

Purchasing/Contracts Review (required)

By: Tina Alvarez-Bevens Signature Date:

Legal Services Review (when necessary)

- Changes necessary as specified on the document or on the attached memorandum. Approved as to form.

By: (Print Name) Signature Date:

Risk Management Approval (required)

N/A

By: Keyshun Marshall (Print Name) Signature Date:

Insurance documents Received Issued Valid to:

Final Approval (required)

By: Rose Ramos CBO or Deputy Supt. (Print Name) Signature Date:



**AGREEMENT FOR APPRENTICESHIP TRAINING PROGRAM**  
**Between**  
**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**  
**And**  
**CALIFORNIA FIREFIGHTER JOINT APPRENTICESHIP COMMITTEE**

This agreement entered into this 1<sup>st</sup> day of July 2022, by and between the Sacramento City Unified School District, hereinafter referred to as "District", and the California Fire Fighter Joint Apprenticeship Committee, hereinafter referred to as "CAL-JAC".

WHEREAS, the CAL-JAC has established Apprenticeship Training Standards which identify the professional levels of competence required of apprentices; and,

WHEREAS, those Apprenticeship Standards specify the training, education, experience, performance objectives, and minimum requirements for professional competence of an apprentice; and,

WHEREAS, the District has approval from the California Community Colleges Chancellor's Office (CCCCO) to conduct related and supplemental instruction training programs; and,

WHEREAS, the CAL-JAC and the District will provide related and supplemental instruction for apprentice Fire Fighters, Fire Fighter II's, Fire Apparatus Engineers, Firefighter EMTs, Fire Fighter Divers, Emergency Medical Technicians, Paramedics, Engineers, Fire Officers, Fire Equipment Specialists, Fire Inspectors, Fire Marshals, Fire Prevention Officers, Hazardous Materials Technicians, Fire Department Training Officers, Wildland Fire Fighter Specialists, Arson and Bomb Investigators, Fire Fighter Paramedics, Fire Suppression Technicians and Heavy Fire Equipment Operators; with participating departments under agreements as determined by the CAL-JAC.

NOW THEREFORE, the parties agree:

**ARTICLE I – TERM OF AGREEMENT**

The term of this agreement shall be July 1, 2022 through June 30, 2023.

**ARTICLE II – RESPONSIBILITY OF DISTRICT**

1. The District agrees to participate in a training program for eligible apprentices in the CAL-JAC.
2. The District shall contract with the CAL-JAC for all instructional and training services provided in accordance with the CAL-JAC standards. The District shall retain 10% of the base rate as income from the apprenticeship revenues generated by the attendance of apprentices for a minimum of 71,963 hours of academy and related and supplemental instruction in each fiscal year during the term of this Agreement. The District shall pay to the CAL-JAC 90% of the base rate generated by apprentice attendance at an RSI rate of \$8.82 per hour of instruction. All classroom hours shall be scheduled in accordance with the California Education Code Section 8152. The District obligation hereunder is payable from funds appropriated for the purpose of this Agreement and is contingent upon the establishment of an appropriation as specified in the California Education Code, Sections 8150 and 8152 for each fiscal year this Agreement is in effect or other supplemental appropriations derived from hours of apprenticeship education. The District has no obligation for any services, which may have been provided by the CAL-JAC hereunder if such funds are not appropriated and allocated for use by the District for the purposes of this program. The District shall notify the CAL-JAC of any such non-allocation at the earliest possible date.
3. The District shall disburse funds that have been received from the State and owed to the CAL-JAC within 30 days of receiving a CAL-JAC invoice based upon reported attendance.

4. The District shall claim as income, funds received, generated by, or attributed to the Apprenticeship Program such as, but not limited to, funds derived from apprenticeship education revenues pursuant to the California Education Code, Sections 8150 and 8152 of Article 8, Chapter 1, Part 6, Title I or other appropriations based on hours of apprenticeship education.

### **ARTICLE III – RESPONSIBILITY OF CAL-JAC**

1. The CAL-JAC shall provide or arrange for all instructors, classroom space, required training equipment, and supplies for the prescribed instruction in the CAL-JAC. The CAL-JAC will provide sufficient instructional staff possessing the proper credential as established by the District, or as specified in the California Education Code, Section 8153.5, Article 8, Chapter 1, Part 6, Title I.
2. The CAL-JAC shall be responsible for payment of all salary and other employment costs for the instructors directly to and on behalf of all the persons employed for such purposes. The CAL-JAC shall also indemnify and hold the District harmless against any and all claims, which are made for salary or employment/benefits of such instructors for the period covered by the terms of this agreement.
3. The CAL-JAC shall maintain and submit to the District, records of individual apprentices' attendance and achievements within guidelines established by the District.

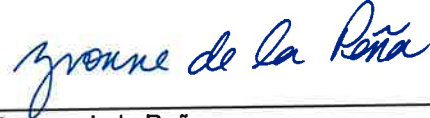
### **ARTICLE IV – MISCELLANEOUS**

1. All written notices, reports and other written communications under this agreement shall be deemed effective upon their deposit in the United States mail, postage prepaid, and addressed as follows:  
  
Sacramento City Unified School District  
Attn: Susan Lytle-Gilmore, Director  
5451 Lemon Hill Avenue  
Sacramento, CA 95824  
  
California Firefighter Joint Apprenticeship Committee  
Attn: Yvonne de la Peña, Executive Director  
1780 Creekside Oaks Drive  
Sacramento, CA 95833
2. Either party may terminate this agreement at the end of any fiscal year by giving written notice to the other party at least thirty (30) days prior to the effective termination date.
3. The District and the CAL-JAC shall, to the extent permitted by law, indemnify and hold each other harmless against any liability whatsoever arising from any act or acts of their employees participating or functioning in the apprenticeship program herein provided.
4. The CAL-JAC reaffirms its commitment to provide equal employment opportunity and an equitable and representative distribution of women and minorities in the California fire services while maintaining existing standards. It is and will continue to be the policy of the CAL-JAC not to discriminate against any applicant on the basis of race, color, national origin, marital status, sex, or other non-job related reason. Each member of the CAL-JAC, its staff, and the Sub-JACs will extend good faith efforts in accomplishing the goals of the Training Program and the departments' affirmative action plan.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement the day and year first above written.

Sacramento City Unified School District

California Firefighter  
Joint Apprenticeship Committee



Yvonne de la Peña  
Executive Director

\_\_\_\_\_  
Rose F. Ramos  
Chief Business Officer

Date: 8/11/2022  
\_\_\_\_\_

Date: \_\_\_\_\_

8/16/2022

Dear Geo,

On behalf of SPG Therapy & Education, I would like to convey our appreciation and thanks for allowing us the opportunity to collaborate with Sacramento City Unified School District in the provision of our Education Specialist Services.

Because our relationship with your District is important to us, we will be discounting our rates by 12.4% for the Fall/Spring 22-23 school year.

Please review, sign and date the attached SPG Contract, Projection, NPA Certification, W9, Certificate of Insurance, Staff Clearance List with Licenses and return them to our Contracts Team, at [contracts@spgtherapy.com](mailto:contracts@spgtherapy.com) (925) 945-1474 x 138. Please let us know if you would prefer a hard copy also be sent via mail.

In order to fulfill the Verification of Licenses, Credentials and Other Documents mandate that SPG Therapy & Education adheres to, we will be submitting updated license or credential information monthly with our invoices. We will also send CalSTRS/CalPERS notices monthly with invoices, if applicable.

If you have any questions or concerns, please contact me at [contracts@spgtherapy.com](mailto:contracts@spgtherapy.com) 925-945-1474 x138.

SPG Therapy & Education look forward to partnering with your district for the 2022-2023 School Year and supporting its efforts in helping students successfully access the social and academic curriculum.

Thank you,



Susan Stark, M.S., CCC-SLP  
President  
SPG Therapy & Education

# The Speech Pathology Group, Inc. dba SPG Therapy & Education

2021 Ygnacio Valley Rd, C-103  
Walnut Creek, CA 94598  
Phone (925) 945-1474 Fax (925) 945-1768

## AGREEMENT BETWEEN *Sacramento City Unified School District* AND *SPG Therapy & Education*

THIS AGREEMENT is effective July 1, 2022, by and between the Sacramento City Unified School District (hereinafter "District") and SPG Therapy & Education, (hereinafter "Contractor").

District hereby engages Contractor to render described services under the terms and conditions of this Agreement.

### 1. Performance of Services:

- a. Contractor agrees to perform the services described on "Addendums G" (hereinafter "Services") of this Agreement as an independent contractor. Contractor will determine the means, manner, method, and details of performing the Services. Contractor shall be responsible for providing the materials and tools, necessary for the performance of the Services.
- b. Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of the District. Contractor shall be solely responsible for the professional performance of the Services, and shall receive no assistance, direction, or control from District. Contractor shall have sole discretion and control of Contractor's services and the manner in which they are performed.

2. Compensation & Terms for Payment: Contractor shall submit written demand monthly for payment, said demand shall be made on a form and in the manner prescribed by the Contractor detailing dates/hours of services provided. Contractor shall submit said demands for payment for services rendered no later than thirty (30) days from the end of the month in which said Services were actually rendered. District shall make payment in an amount equal to the number hours of service provided multiplied by the agreed upon hourly rate within thirty (30) days of receipt of invoice. Any amounts past due shall accrue interest from the due date until paid at the rate of 18% per annum.

3. Contract Term and Termination: This Agreement will become effective on July 1, 2022. This Agreement will terminate upon the completion of the Services (as stated in addendum G (Education) or when terminated as set forth below.

- a. Either party may terminate this Agreement at any time by giving twenty (20) days written notice (as referenced in number 4 of this contract) to the other party. Contract changes, amendments or cancellations must be communicated directly with Contractor's President. As a professional courtesy, please do not discuss contract changes, costs, or pending employment changes with contractor's employees. The Contractor will inform its' employees of changes or cancellations to the contract.

4. Notice: Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or fax transmission with verbal confirmation of receipt, addressed as follows:

### DISTRICT

Sacramento City Unified School District  
5735 47<sup>th</sup> Ave.  
Sacramento, CA 95824  
Phone: (916) 643-7400  
Fax:

### CONTRACTOR

SPG Therapy & Education  
2021 Ygnacio Valley Rd, C-103  
Walnut Creek, CA 94598  
Phone: (925) 945-1474  
Fax: (925) 945-1768  
Tax ID# 94-3290122

Any notice personally given or sent by certified mail or fax transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service.

5. **Relationship of the Parties:** Please note that all Contractors' employees are employed on an "At Will" basis and therefore cannot be required to provide a 20-day notice of termination. Contractor does request that employees provide a minimum of 20-day notice of termination. Contractor shall not be responsible for any loss or claim of damage whatsoever incurred by District/Facility in the event Contractor cannot provide an Education Specialist due to resignation of Education Specialist is not able to provide services for any reason. However, Contractor will use all efforts to replace the Education Specialist if one is available in the area.
  - a. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. Under no circumstances shall Contractor be considered an employee of District within the meaning of any federal, state, or local law or regulation including, but not limited to, laws or regulations governing unemployment insurance, old age benefits, workers' compensation, industrial illness or accident coverage, taxes, or labor and employment in general.
  - b. Under no circumstances shall Contractor look to District as his/her employer, or as a partner, agent, or principal. Contractor shall not be entitled to any benefits accorded to District's employees, including, without limitation, workers' compensation, disability insurance, vacation, or sick pay.
  - c. Contractor shall be responsible for providing, at Contractor's expense, and in the Contractor's name, disability, workers' compensation or other insurance, as well as licenses and permits usual or necessary for conducting the Services hereunder.

6. **Management of SPG Therapy & Education Staff:**

- a. Each Education Specialist employee of Contractor is assigned a Clinical Supervisor. The Clinical Supervisor is available to provide assistance and support by helping contractor's employees access requested materials/assessments, explaining District/Facility procedures and forms, answering questions related to federal/state regulations and eligibility criteria, providing intervention suggestions and helping to resolve site related issues. The Clinical Supervisor may make site visits and/or provide Service Coverage for a contracted Education Specialist that is ill or may have excessive absences. Clinical Supervision services to be provided within contracted hours for assigned for assigned Education Specialist in Addendum G.

7. **Federal & State Taxes:** Contractor shall pay, when and as due, any and all local, state and federal income or other taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide District with proof of said payment upon demand. Contractor hereby indemnifies District for any claims, losses, costs, fees, liabilities, damages, or injuries suffered by District arising out of Contractor's breach of this Section.
8. **Fingerprinting and Criminal Records Check of Contractor's Employees:** CONTRACTOR shall comply with the requirements of California Education Code section 44237, 3501.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR'S employees and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA pupils, prior to service with any LEA pupil. CONTRACTOR hereby agrees that CONTRACTOR'S employees and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA pupils, shall not come in contact with LEA pupils until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA pupils, or contractors, who may come into contact with LEA pupils have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

If District/Facility policy requires contractor's employee to obtain separate and additional live scan prior to placement at facility site, they may do so at District's/Facility's expense.

9. **Rules and Regulations:** All results and regulations of the Board of Education and all federal, state, and local laws, ordinances and regulations are to be observed strictly by Contractor pursuant to this Agreement.

10. **Indemnification:**

- a. Contractor shall and does hereby indemnify, defend, and hold harmless District, and District's officers, employees, agents and representatives from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities and damages, including, without limitation, interest, penalties, and reasonable attorneys fees and costs, that District may incur or suffer and that arise, result from, or are related to any breach or failure of Contractor to perform any of the representations, warranties, and agreements contained in this Agreement.
- b. District shall and does hereby indemnify, defend, and hold harmless Contractor, and Contractor's officers, employees, agents and representatives from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities and damages, including, without limitation, interest, penalties, and reasonable attorneys fees and costs, that Contractor may incur or suffer and that arise, result from, or are related to any breach or failure of District to perform any of the representations, warranties, and agreements contained in this Agreement.

11. **Non-Solicitation:** District/Facility understands and acknowledges that Contractor expends extensive amounts of time, resources and money educating, training and mentoring its employees. The purpose of these company investments by Contractor is to enhance employee retention and maintain an experienced and well-trained supply of employees capable of providing the Contractor's various services at multiple Districts/Facilities. Contractor is not in the business of training or recruiting individuals to be hired as employees of District/Facility. Accordingly, District/Facility agrees that during the term of this Agreement and for the immediate six calendar months following the termination of this Agreement (the "Period"), District/Facility shall not directly solicit for employment, offer employment to, or hire any employee of Contractor working at a District/Facility, without the prior written consent of Contractor. In the event that District/Facility breaches or violates this Paragraph 12, then District/Facility agrees to and shall pay to Contractor as liquidated damages the amount of \$40,000 (forty thousand dollars) within 21 calendar days. District/Facility agrees that it would be impracticable and extremely difficult to determine the amount of actual damages caused to Contractor by a violation of this Paragraph 12, including but not limited to the loss of the return on Contractor's investment in its employee and losing key employees. The parties agree that this stated amount is a reasonable approximation of the probable damages to Contractor. District/Facility, therefore, agrees that this amount of liquidated damages is fair and reasonable under the circumstances existing at the time this Agreement is executed.

12. **Supplies & Equipment:** Contractor will provide therapy and diagnostic materials as needed, if they are not available at school district/site. Should the contracting District require computer generated reports and IEPs, then it is the District's responsibility to either provide a computer to the contracted employee or provide access to a computer at the contractor employee's assigned site(s). If a computer is not available, then it is understood that all documentation will be handwritten.

13. **California Law:** This Agreement shall be governed by and the rights, duties and obligations of the parties shall be determined and enforced in accordance with the laws of the State of California. The parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Contra Costa County, California.

14. **Attorneys' Fees:** If either party files any action or brings any proceedings against the other arising out of the Agreement, the prevailing party shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys' fees to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover its costs of suit, whether or not suit proceeds to final judgment. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining whether a party is entitled to its costs or attorneys' fees.

15. **Waiver:** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

16. **Entire Agreement of Parties:** This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations and agreement, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both parties.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written. This contract is effective on July 1, 2022, and terminates on June 30, 2023, unless sooner terminated as provided herein.

**DISTRICT**

**Rose Ramos, CBO**

\_\_\_\_\_  
Name and Title of Authorized Representative  
Sacramento City Unified School District

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**CONTRACTOR**

\_\_\_\_\_  
Susan Stark, M.S., CCC-SLP  
President

\_\_\_\_\_  
Date

| School Based Education Specialists<br>Fall/Spring School Based Services* |                         | Site/Service         | Dates of Service | Days per Week | Total number workdays | Notes | 22-23 Daily Rate | Amount        | 22-23 Discounted Daily Rate | Amount        |
|--|-------------------------|----------------------|------------------|---------------|-----------------------|-------|------------------|---------------|-----------------------------|---------------|
| SPG Education Specialist   |                         | Education Specialist | 8/29/22-6/15/23  | 5             | 184                   |       | \$900.00         | \$1,65,600.00 | \$788.00                    | \$1,44,992.00 |
|  | Ruth Kamonik            |                      |                  |               |                       |       |                  |               |                             |               |
|  | Sophia Shin             | Education Specialist | 8/29/22-6/15/23  | 5             | 184                   |       | \$900.00         | \$1,65,600.00 | \$788.00                    | \$1,44,992.00 |
|  | Jacqueline Gouvairefe   | Education Specialist | 8/29/22-6/15/23  | 5             | 184                   |       | \$900.00         | \$1,65,600.00 | \$788.00                    | \$1,44,992.00 |
|  | Sara Dansey             | Education Specialist | 8/29/22-6/15/23  | 5             | 184                   |       | \$900.00         | \$1,65,600.00 | \$788.00                    | \$1,44,992.00 |
|  | Courtney McMahon-Darius | Education Specialist | 8/29/22-6/15/23  | 5             | 184                   |       | \$900.00         | \$1,65,600.00 | \$788.00                    | \$1,44,992.00 |
|  | Brittany Baker          | Education Specialist | 8/29/22-6/15/23  | 5             | 184                   |       | \$900.00         | \$1,65,600.00 | \$788.00                    | \$1,44,992.00 |
|  | Karen Spadafora-Torres  | Education Specialist | 8/29/22-6/15/23  | 5             | 184                   |       | \$900.00         | \$1,65,600.00 | \$788.00                    | \$1,44,992.00 |
|  | Reynaldo Rubalcava      | Education Specialist | 8/29/22-6/15/23  | 5             | 184                   |       | \$900.00         | \$1,65,600.00 | \$788.00                    | \$1,44,992.00 |

**Total Fall/Spring Discount Projection: \$1,324,800.00**  
**Discount: \$ 164,864.00 12.4%**  
**2022-2023 Fall/Spring Discounted Projection: \$1,159,936.00**

**FTEs 8.00**

**Total 2022-2023 Education Specialist Services: \$1,159,936.00**

\*SPG Therapy & Education utilizes a Professional Work Week. Contractor agrees to provide services within the contracted hours per week, as set forth above. Daily hours may flex pending caseload requirements (i.e. IEP meetings, parent conferences, SST meetings, etc.).

SPG Therapy & Education (NPA) and the LEA (District) understand that it is the District's responsibility to provide training for contracted staff performing to the District's policies and procedures, including but not limited to: SES, Progress Reporting, Attendance Registers\*\*.

\*\*The District understands that collection and retention of all attendance registers submitted by contracted staff is the responsibility of the District. It is further understood that the district will inform SPG of contracted staff who are out of compliance with the District's policies and procedures.

The contracting NPA understands that the District will provide computer access to contracted staff for SES access and input and for other required documentation.

Susan Stark 8/17/2022  
 Susan Stark, M.S., CCC-SLP Date  
 President

\_\_\_\_\_  
 Name and Title  
 Sacramento City Unified School District Date



OK to process 9/6/22  
*[Signature]*



The Alliance welcomes the opportunity to continue to partner with Sacramento City Unified School District to build on your progress and set a high-quality standard for college and career preparation communitywide. In partnership, the Linked Learning Alliance and SCUSD will leverage the Linked Learning certification standards to map both the individual schools, pathways and districts existing assets related to pathways, academies, and college and career readiness. The Alliance will work with site and district leaders to support a cohort of secondary schools to plan and implement high-quality and equitable pathways and college and career experiences that inspire students and help them gain the academic and job skills to flourish in the future economy.

In addition, the Alliance will work with SCUSD to provide coaching and capacity building for each site to build the capacity of site leaders and pathway teams to utilize the Linked Learning approach to improve their pathways and college and career readiness in their specific context and school.

The Linked Learning Alliance will work with district leaders to develop tools, resources and processes that support Linked Learning implementation. The Alliance will also provide strategic communications support for the district and schools related to their pathways to ensure alignment with other initiatives and community engagement.

**Asset Mapping:**

In collaboration with a team of district leaders from the SCUSD, the Linked Learning Alliance will use the Linked Learning certification standards to map the district's existing assets related to pathways and college and career readiness and offer recommendations for growth and development. The asset mapping process will focus on the district's eight high schools and the existing nineteen pathways and academies. The purpose the asset mapping includes:

- To assemble and review current or baseline student achievement, demographic, and labor market data about the community, district, and pathways to provide an informed basis for planning or improving an equitable system of Linked Learning pathways.

- To assess the district's, schools' and community's assets and gaps against the Linked Learning standards and District Systems and Capacities Framework.
- To serve as the foundation for the 12–18-month Linked Learning pathway implementation or improvement plan for the district and each school.

### **Linked Learning Asset Mapping Process:**

The Alliance will work with the district to collaboratively assess pathways and identify opportunities to develop a more equitable system of high-quality Linked Learning pathways. The mapping process is customized to align with local goals and priorities. The Alliance will provide a comprehensive report and recommendations based on the mapping. Key elements of the asset mapping include:

- The Alliance will assemble a 2-3 person team responsible for the asset mapping process and recommendations. The team will include senior Alliance staff and coaches with district and pathway-level leadership experience.
- The Alliance team will work with the district team to collaboratively:
  - Identify the goals and critical questions for the asset mapping
  - Review current district, site, and pathway data related to pathways and student achievement
  - Identify key partners, schools, and pathways that will participate in the asset mapping
  - Develop a set of interview prompts for various stakeholders
  - Agree on a timeline for the asset mapping and schedule interviews and site visits
  - Develop a set of recommendations and report from the asset mapping
  - Use the results of asset mapping to develop an implementation or action plan for the district and each school.



## Linked Learning Alliance Scope of Services

| Linked Learning Services  |   |  |
|---|---|--|
| Objective or Goal   | Services  | Timing and Costs   |
| <b>Summer 2022</b>  |   |  |
| <b>Summer Linked Learning Professional Development</b>  | <ul style="list-style-type: none"> <li>● Support planning and facilitation of Linked Learning Summer Professional Development</li> <li>● Four days of professional development including two LLA staff facilitators each day</li> <li>● Support marketing and promotion of event</li> </ul>   | \$15,000<br><br>~Four days x2 facilitators plus four days planning x2 facilitators |
| <b>Linked Learning Asset Mapping</b>  |   |  |
| <b>Planning Meetings:</b><br><br>Agree on goals and plan for Linked Learning Asset Mapping      | Meet with district team to collaboratively: <ul style="list-style-type: none"> <li>● Identify the goals and critical questions for the asset mapping</li> <li>● Review and develop tools and processes for site-based asset mapping and master schedule audits</li> <li>● Review relevant site, district, and artifacts (including curriculum, schedules, and student achievement data) related to pathways and college and career readiness</li> </ul>   | Sept 2022<br><br>Cost: \$5,000   |
| <b>Site Visits:</b><br><br>Visit schools with a focus on college and career or pathway programs | <ul style="list-style-type: none"> <li>● Linked Learning Alliance staff will work with district staff to schedule 4-5 days to visit school sites and college and career or pathway programs. Visits would include meeting with students, CTE and academic teachers, counselors, administrators, and partners.</li> <li>● As part of the visit, we would work with the site principal or site leadership team to assess the current state of their pathways using the Linked Learning standards and clarify site specific goals.</li> <li>● ½ day at each school site</li> </ul> | Oct. 2022<br><br>Cost: \$25,000  |

|  |   |   |
|--|---|---|
| <p><b>Draft Report:</b></p> <p>Review data and evidence</p>  | <ul style="list-style-type: none"> <li>● Linked Learning Alliance staff will review with district staff the initial data, evidence, and emerging themes or patterns from interviews and site visits</li> </ul>  | <p>Oct - Nov. 2022</p>                          |
| <p><b>Report and Recommendations:</b></p> <p>Present findings and recommendations</p>  | <ul style="list-style-type: none"> <li>● Linked Learning Alliance staff will develop a report and recommendations based on the agreed-upon goals and questions.</li> <li>● Linked Learning Alliance staff will develop a presentation of the essential findings and recommendations that the district can use with various stakeholders</li> <li>● Linked Learning Alliance services would be a combination of virtual and in-person</li> </ul>   | <p>Nov. – Dec. 2022</p> <p>Cost: \$10,000</p>   |
| <p><b>Linked Learning Implementation &amp; Improvement Plans</b></p> <p>Collaboratively develop Linked Learning implementation plans</p> | <ul style="list-style-type: none"> <li>● Linked Learning Alliance staff will work with district staff and other stakeholders to review the asset mapping findings and recommendations.</li> <li>● We will use the asset mapping results to develop a 12–18-month Linked Learning pathway implementation or improvement plan for the district and each site. The implementation plans will outline a clear strategy that considers what assets are in place and what capacities will be needed to equitably implement Linked Learning and strengthen critical systems and capacities including master schedules.</li> <li>● Linked Learning Alliance services would be a combination of virtual and in-person</li> </ul> | <p>Dec 2022- Jan 2022</p> <p>Cost: \$15,000</p> |
| <p><b>Capacity Building</b></p>  |   |   |
| <p><b>District Leadership and Strategic Communication</b></p>  | <ul style="list-style-type: none"> <li>● Linked Learning Alliance staff will work with district staff to plan and facilitate a process to onboard one cohort of schools in the fall and a second cohort of schools in January 2023. This will include developing materials and resources to support the onboarding process for these schools.</li> <li>● Strategic Communications: Linked Learning staff and communication team</li> </ul>  | <p>Fall 2022</p> <p>\$25,000</p>                |

|  |   |   |
|--|---|---|
|  | <p>will develop tools, templates, and strategies to support effective communication and marketing of pathways. LLA staff will also support district team in preparing any presentations or communications related to their Linked Learning initiative.</p> <ul style="list-style-type: none"> <li>● LLA will work with district staff to develop and manage an 18-month Linked Learning implementation plan that will outline a clear strategy that considers local assets and builds local capacity to equitably implement Linked Learning and strengthen critical systems and structures.</li> <li>● Supporting and attending district leadership meetings as appropriate.</li> </ul> |   |
| <p><b>Cohort 1 Onboarding Coaching and Capacity Building</b></p> | <ul style="list-style-type: none"> <li>● Linked Learning Alliance staff and coaches will work with SCUSD district staff to provide monthly coaching to site leaders, site leadership teams and pathway teams for schools that are part of the Linked Learning cohorts. This team could include pathway leads, counselors and administrators.</li> <li>● Coaches will provide targeted professional development and capacity building for each of the schools based on the implementation plan</li> <li>● Coaches will work closely with district leaders to align support and services across schools.</li> </ul>   | <p>\$12,000</p> <p>~1 day per month</p> <p>Cohort 1= 4 schools for 10 months</p> <p>Cohort 2=5 schools for 6 months</p> |
| <p><b>Coaching – Master Schedule</b></p>                         | <ul style="list-style-type: none"> <li>● Master Scheduling coaching and consulting for both district and site leaders.</li> <li>● LLA will provide support to develop and implement district level policies and capacity building to support equitable master schedules for pathways.</li> <li>● LLA will provide targeted coaching and support to specific schools that are implementing Linked Learning in the fall of 2023.</li> </ul>   | <p>\$18,000</p>   |



|   |   |         |
|---|---|---------|
| <b>Linked Learning<br/>Experiential Site<br/>Visit 2022</b> | <ul style="list-style-type: none"><li>• Registration for five people from cohort one to attend experiential site visit.</li></ul> | \$3,500 |
| <b>Total Cost: \$128,500</b>                                |   |         |



## Sacramento City Unified School District Linked Learning and CPA Academies 2022

- 1. Luther Burbank HS -Jim Peterson, Principal**
  - a. Food & Health Sciences (Urban Agriculture)
  - b. Media arts & Technology
  - c. Building Trades (CPA)
  - d. Law & Social Justice (CPA)
- 2. New Tech -Jessica Martin, Principal**
  - a. Design Pathway
  - b. Graphic Design
  - c. Animation
  - d. Computer Science
- 3. Hiram Johnson – Garrett Kirkland, Principal**
  - a. Design Pathway
  - b. Health & Medical Science Academy (CPA)
  - c. Johnson Corporate Business Academy (CPA)
  - d. Law Academy (CPA)
- 4. Rosemont – Elizabeth Vigil – Principal**
  - a. Engineering, Construction, & Design Academy (ECD)
  - b. RHS Culinary Academy
  - c. Multimedia Academy
- 5. School of Engineering and Science– Vanessa Buitrago- Principal**
  - a. 7th – 12th grade
- 6. Arthur Benjamin Health Profession – Leticia Bucio – Principal**
  - a. Health Profession
- 7. John F Kennedy – David Van Natten – Principal**
  - a. Criminal Justice Academy – (CPA – non-CTE)
  - b. MaD – Manufacturing & Design
- 8. CK McClatchy – Andrea Egan – Principal**
  - a. Criminal Justice Academy (CJA) – (CPA)
  - b. Law & Public Policy Academy (LPPA) – (CPA)

info@linkedlearning.org  
linkedlearning.org

Linked Learning Alliance  
730 Harrison Street, 3rd Floor  
San Francisco, CA 94107

Students, unlimited.

Amendment No. 1

BETWEEN  
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
STATE AND FEDERAL PROGRAM DEPARTMENT  
AND  
VISION 2000 EDUCATIONAL FOUNDATION

Agreement between the Sacramento City Unified School District (DISTRICT) and Vision 2000 Educational Foundation (PROVIDER) dated August 1 2022 is hereby amended as follows:

**Article 3. Payment:**

Increase Change: Increase of \$130,000 for tutoring/intervention program under ESSA/ESEA to eligible private school students during the 2022-23 school year.

All other clauses and conditions between DISTRICT and PROVIDER as defined by the Agreement remain unchanged.

IN WITNESS WHEREOF, the parties hereby intending to be legally bound have caused this Agreement to be executed by their duly authorized representatives.

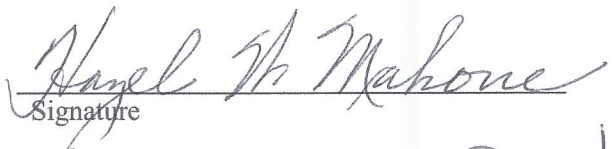
Sacramento City Unified School District

Vision 2000 Educational Foundation

\_\_\_\_\_  
Signature

Rose Ramos, Chief Business Officer  
\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature

Hazel W. Mahone, Pres/CEO  
\_\_\_\_\_  
Printed Name and Title

10/20/22  
\_\_\_\_\_  
Date




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## SERVICES AGREEMENT

**Date:** August 1, 2022 **Place:** Sacramento, California

**Parties:** Sacramento City Unified School District, a political subdivision of the State of California, (hereinafter referred to as the "District"); and Vision 20000 (hereinafter referred to as "Contractor").

**Recitals:**

A. The District is a public school district in the County of Sacramento, State of California, and has its administrative offices located at the Serna Center, 5735 47<sup>th</sup> Avenue, Sacramento, CA 95824.

B. The District desires to engage the services of the Contractor and to have said Contractor render services on the terms and conditions provided in this Agreement.

C. California Government Code Section 53060 authorizes a public school district to contract with and employ any persons to furnish to the District, services and advice in financial, economic, accounting, engineering, legal, or administrative matters if such persons are specially trained, experienced and competent to perform the required services, provided such contract is approved or ratified by the governing board of the school district. Said section further authorizes the District to pay from any available funds such compensation to such persons as it deems proper for the services rendered, as set forth in the contract.

D. The Contractor is specially trained, experienced and competent to perform the services required by the District, and such services are needed on a limited basis.

In consideration of the mutual promises contained herein, the parties agree as follows:

### ARTICLE 1. SERVICES.

The Contractor hereby agrees to provide to the District the services as described below ("Services"):

Develop, administer, maintain and sustain the tutoring/intervention program under ESSA/ESEA to eligible private school students during the 2022-23 school year. The primary purpose of the Vision 2000 Programming is to enhance academic skills and provide services to eligible students in private and non-profit schools that are equitable to those provided district-wide.

Contractor will work collaboratively with the District to develop, support, coordinate, and implement the Vision 2000 Student Support Program. This collaboration is designed to assist academically low performing, eligible students who live in District Title I funded school attendance areas with literacy and numeracy development services designed to support increased academic achievement and provide opportunities for parents to actively participate in their children's education.

Roles and responsibilities:

- i. Contractor shall adhere to scope of the services outlined in this agreement.



- ii. Contractor shall employ, compensate, supervise and provide training as necessary to all personnel required including teachers, tutors, academic coaches, counselors, and social workers.
- iii. Contractor supervision will include at least 2 monthly site visits with each tutor where evaluative data can be collected and strategies to maximize efficacy can be shared.
- iv. Contractor shall provide and coordinate space and location of all sponsored professional development, meetings, and trainings. Contractor shall coordinate the convening of all necessary parties to facilitate program planning and modifications.
- v. Contractor agrees that all services will be non-sectarian, non-religious and non-ideological in nature and will only be provided in private schools that maintain non-profit status and have provided all student data to the District.
- vi. Contractor will be responsible for either collecting student standardized assessment data that verifies low performance status or administer a standardized pre-assessment to all students who participate in the program. Contractor will also collect or administer post tutoring assessments. Pre and post assessment data for each served student will be made available to the district upon request.
- vii. Contractor will only bill for those services for students who are identified by the district as eligible to participate in the program.

#### **ARTICLE 2. TERM.**

This Agreement shall commence on July 1, 2022, and continue through July 30, 2023, unless sooner terminated, as set forth in Article 10 of this Agreement, provided all services under this Agreement are performed in a manner that satisfies both the needs and reasonable expectations of the District. The determination of a satisfactory performance shall be in the sole judgment and discretion of the District in light of applicable industry standards, if applicable. The term may be extended by mutual consent of the parties on the same terms and conditions by a mutually executed addendum.

#### **ARTICLE 3. PAYMENT.**

District agrees to pay Contractor for services satisfactorily rendered pursuant to this Agreement as follows:

Fee Rate: \$65.00 per hour of services as may be requested by District. Additionally, District will compensate Contractor at the rate of 3% for administrative costs. District shall not pay travel and other expenses. Total fee shall not exceed two hundred thousand dollars (\$200,000).

Payment shall be made within 30 days upon submission of monthly invoices (with hours delineated by school site), which will include all required documentary backup including Student Sign-In/Attendance Verification Sheets, to the attention of Dr. Kelley Odipo, State & Federal Programs, Sacramento City Unified School District, 5735 47<sup>th</sup> Avenue, Sacramento, California 95824.

#### **ARTICLE 4. EQUIPMENT AND FACILITIES.**

District will provide Contractor with access to all needed records and materials during normal business hours upon reasonable notice. However, District shall not be responsible for nor will it be required to provide personnel to accomplish the duties and obligations of Contractor under this Agreement. Contractor will provide all other necessary equipment and facilities to render the services pursuant to this Agreement.



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#### **ARTICLE 5. WORKS FOR HIRE/COPYRIGHT/TRADEMARK/PATENT**

The Contractor understands and agrees that all matters specifically produced under this Agreement that contain no intellectual property or other protected works owned by Contractor shall be works for hire and shall become the sole property of the District and cannot be used without the District's express written permission. The District shall have the right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. The Contractor consents to the use of the Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose in any medium.

As to those matters specifically produced under this Agreement that are composed of intellectual property or other protected works, Contractor must clearly identify to the District those protected elements included in the completed work. The remainder of the intellectual property of such completed works shall be deemed the sole property of the District. The completed works that include both elements of Contractor's protected works and the District's protected works, shall be subject to a mutual non-exclusive license agreement that permits either party to utilize the completed work in a manner consistent with this Agreement including the sale, use, performance and distribution of the matters, for any purpose in any medium.

#### **ARTICLE 6. INDEPENDENT CONTRACTOR.**

Contractor's relationship to the District under this Agreement shall be one of an independent contractor. The Contractor and all of their employees shall not be employees or agents of the District and are not entitled to participate in any District pension plans, retirement, health and welfare programs, or any similar programs or benefits, as a result of this Agreement.

The Contractor and their employees or agents rendering services under this agreement shall not be employees of the District for federal or state tax purposes, or for any other purpose. The Contractor acknowledges and agrees that it is the sole responsibility of the Contractor to report as income its compensation from the District and to make the requisite tax filings and payments to the appropriate federal, state, and/or local tax authorities. No part of the Contractor's compensation shall be subject to withholding by the District for the payment of social security, unemployment, or disability insurance, or any other similar state or federal tax obligation.

The Contractor agrees to defend, indemnify and hold the District harmless from any and all claims, losses, liabilities, or damages arising from any contention by a third party that an employer-employee relationship exists by reason of this Agreement.

The District assumes no liability for workers' compensation or liability for loss, damage or injury to persons or property during or relating to the performance of services under this Agreement.

#### **ARTICLE 7. FINGERPRINTING REQUIREMENTS.**

Contractor agrees that any employee it provides to the District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. Pursuant to Education Code §45125.1, Contractor shall certify in writing to the District that neither the employer nor any of its employees who are required to have their fingerprints submitted to the Department of Justice (DOJ), and who may come in contact with pupils, have been convicted of a felony as defined in §45122.1.





Contractor will provide a complete list to the District of all employees cleared by the DOJ who will provide services under this Agreement (or MOU). Contractor shall obtain subsequent arrest service from DOJ for ongoing notification regarding an individual whose fingerprints were submitted pursuant to §45125.1. Upon receipt of such a subsequent arrest notification from DOJ, Contractor shall, within 24 hours, notify the District of such a subsequent arrest notification. If an employee is disqualified from working for the District pursuant to the requirements of the California Education Code, Contractor agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.

#### **ARTICLE 8. MUTUAL INDEMNIFICATION.**

Each of the Parties shall defend, indemnify and hold harmless the other Party, its officers, agents and employees from any and all claims, liabilities and costs, for any damages, sickness, death, or injury to person(s) or property, including payment of reasonable attorney's fees, and including without limitation all consequential damages, from any cause whatsoever, arising directly or indirectly from or connected with the operations or services performed under this Agreement, caused in whole or in part by the negligent or intentional acts or omissions of the Parties or its agents, employees or subcontractors.

It is the intention of the Parties, where fault is determined to have been contributory, principles of comparative fault will be followed and each Party shall bear the proportionate cost of any damage attributable to fault of that Party. It is further understood and agreed that such indemnification will survive the termination of this Agreement.

#### **ARTICLE 9. INSURANCE.**

Prior to commencement of services and during the life of this Agreement, Contractor shall provide the District with a certificate of insurance reflecting its comprehensive general liability insurance coverage in a sum not less than \$1,000,000 per occurrence naming District as an additional insured. Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory. If insurance is not kept in force during the entire term of the Agreement, District may procure the necessary insurance and pay the premium therefore, and the premium shall be paid by the Contractor to the District.

#### **ARTICLE 10. TERMINATION.**

The District may terminate this Agreement without cause upon giving the Contractor thirty days written notice. Notice shall be deemed given when received by Contractor, or no later than three days after the day of mailing, whichever is sooner.

The District may terminate this Agreement with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Agreement by the Contractor; (b) any act by the Contractor exposing the District to liability to others for personal injury or property damage; or (c) the Contractor confirms its insolvency or is adjudged a bankrupt; Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the Contractor's insolvency.

Ten (10) calendar days after service of such notice, the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, or this Agreement shall cease and terminate. In the event of such termination, the District may secure the required services from





another contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District. Written notice by the District shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

#### **ARTICLE 11. ASSIGNMENT.**

This Agreement is for personal services to be performed by the Contractor. Neither this Agreement nor any duties or obligations to be performed under this Agreement shall be assigned without the prior written consent of the District, which shall not be unreasonably withheld. In the event of an assignment to which the District has consented, the assignee or his/her or its legal representative shall agree in writing with the District to personally assume, perform, and be bound by the covenants, obligations, and agreements contained in this Agreement.

#### **ARTICLE 12. NOTICES.**

Any notices, requests, demand or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, or on the day after dispatching by Federal Express or another overnight delivery service, and properly addressed as follows:

|   |                                   |
|---|-----------------------------------|
| District:                               | Contractor:                       |
| Sacramento City Unified School District | Vision 2000                       |
| PO Box 246870                           | 2816 Robinson Creek Ln            |
| Sacramento CA 95824-6870                | Elk Grove, CA 95758               |
| Attn: Contracts Dept                    | Attn: Dr. Hazel Mahone, President |

#### **ARTICLE 13. ENTIRE AGREEMENT.**

This Agreement contains the entire agreement between the parties and supersedes all prior understanding between them with respect to the subject matter of this Agreement. There are no promises, terms, conditions or obligations, oral or written, between or among the parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations under this Agreement be waived, except by written instrument signed by the party to be otherwise expressly permitted in this Agreement.

#### **ARTICLE 14. CONFLICT OF INTEREST.**

The Contractor shall abide by and be subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Contractor shall not hire any officer or employee of the District to perform any service covered by this Agreement. If the work is to be performed in connection with a Federal contract or grant, Contractor shall not hire any employee of the United States government to perform any service covered by this Agreement.

Contractor affirms to the best of their knowledge, there exists no actual or potential conflict of interest between Contractor's family, business or financial interest and the services provided under this Agreement. In the event of a change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to the District's attention in writing.



**ARTICLE 15. NONDISCRIMINATION.**

It is the policy of the District that in connection with all services performed under contract, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, handicap, religious creed, sex, age or marital status. Contractor agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.

**ARTICLE 16. SEVERABILITY.**

Should any term or provision of this Agreement be determined to be illegal or in conflict with any law of the State of California, the validity of the remaining portions or provisions shall not be affected thereby. Each term or provision of this Agreement shall be valid and be enforced as written to the full extent permitted by law.

**ARTICLE 17. RULES AND REGULATIONS.**

All rules and regulations of the District’s Board of Education and all federal, state and local laws, ordinance and regulations are to be strictly observed by the Contractor pursuant to this Agreement. Any rule, regulation or law required to be contained in this Agreement shall be deemed to be incorporated herein.

**ARTICLE 18. APPLICABLE LAW/VENUE.**

This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any action is instituted to enforce or interpret this Agreement, venue shall only be in the appropriate state or federal court having venue over matters arising in Sacramento County, California, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

**ARTICLE 19. RATIFICATION BY BOARD OF EDUCATION.**

This Agreement is not enforceable and is invalid unless and until it is approved and/or ratified by the governing board of the Sacramento City Unified School District, as evidenced by a motion of said board duly passed and adopted.

Executed at Sacramento, California, on the day and year first above written.

**SACRAMENTO CITY  
UNIFIED SCHOOL DISTRICT**

**VISION 2000**

DocuSigned by:  
*Rose Ramos*  
By: \_\_\_\_\_  
Rose Ramos  
CBO

By: \_\_\_\_\_  
Hazel Mahone  
President

10/11/2022  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Amendment No. 1

BETWEEN  
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
ACADEMIC OFFICE DEPARTMENT  
AND  
SOLUTION TREE

Agreement between the Sacramento City Unified School District (DISTRICT) and Solution Tree (PROVIDER) dated November 1 2022 is hereby amended as follows:

**Article 1. Summary of Products and Services:**

Increase Change: Increase of \$10,000 on the agreement for the 3-year plan to purchase Solution Tree products and services.

All other clauses and conditions between DISTRICT and PROVIDER as defined by the Agreement remain unchanged.

IN WITNESS WHEREOF, the parties hereby intending to be legally bound have caused this Agreement to be executed by their duly authorized representatives.

Sacramento City Unified School District

Solution Tree

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Rose Ramos, Chief Business Officer

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## Solution Tree Purchase Agreement

Effective June 17, 2022, Solution Tree Inc. (“Solution Tree”), located at 555 N. Morton St., Bloomington, IN 47404, and Sacramento City Unified School District (“Customer”) located at 5735 47<sup>th</sup> Avenue, Sacramento, CA 95824 agree as follows:

- 1. Summary of Products and Services:** The Customer will purchase Solution Tree products and services (“Services”) centered around PLC at Work® (“PLC at Work®”) and project administration services (“Project Administration Services”) according to the following schedule:

| <b>Products and Services: Year 1 2022-2023</b> |                     |
|--|---------------------|
| School Services (\$308,000.00 per school)      | \$616,000.00        |
| Project Administration                         | \$61,600.00         |
| <b>Year 1 Total</b>                            | <b>\$677,600.00</b> |

| <b>Products and Services: Year 2 2023-2024</b> |                     |
|--|---------------------|
| School Services (\$299,250.00 per school)      | \$598,500.00        |
| Project Administration                         | \$59,850.00         |
| <b>Year 2 Total</b>                            | <b>\$658,350.00</b> |

| <b>Products and Services: Year 3 2024-2025</b> |                     |
|--|---------------------|
| School Services (\$247,250.00 per school)      | \$494,500.00        |
| Project Administration                         | \$49,450.00         |
| <b>Year 3 Total</b>                            | <b>\$543,950.00</b> |

- 2. Payment Terms:** Customer will provide Solution Tree with a purchase order made out to Solution Tree, 555 N. Morton St., Bloomington, IN 47404, for the full amount due for year 1 plus any applicable taxes upon execution of this agreement. Customer will provide Solution Tree with additional purchase orders for years 2 and 3 at least 30 days prior to the start of the upcoming year’s services. Each year upon receipt of the purchase order for the upcoming year, Solution Tree will invoice Customer for a non-refundable deposit of 20% of the total amount due, for the Project Administration Services, and for any products or services for which it customarily requires up-front payment. The total includes any travel, lodging, and incidental expenses incurred by Solution Tree. Solution Tree will invoice monthly for all subsequent work. All payments are due net 30 days from the actual date of invoice. All past due invoices are subject to a finance charge as allowed by law.
- 3. Project Administration Services:** Solution Tree will match each School with a certified PLC at Work® Associate (“Coach”) who will coordinate the Services for the assigned School. Solution Tree will assign a Project Lead (“Project Lead”) to oversee the Coaches, and a Project Administrator to coordinate the internal Solution Tree team, the Project Lead, and Coaches. This Project Administration Team will monitor, assess, and report on the School Services and will provide periodic feedback to the Customer.
- 4. School Plans:** Each School will have its own Plan (“School Plan”), a sample of which is attached as Exhibit A, that will be collaboratively developed based on a thorough progress report at the beginning

of the project. The School Plan will include PLC at Work® Services, and other topics based on need (i.e. mathematics, school culture, behavior, etc.). Each customized School Plan will be built on the following core components:

- a. Onsite and/or virtual professional development for each school from certified Associates\*
- b. Book and video resources for school staff
- a. Ongoing phone and email support from the Coach and Project Manager

*\*Onsite days may be delivered virtually. Virtual days are up to 6 hours of support.*

## 5. Professional Development

**5.1. Description of Services:** Solution Tree will provide a speaker (“Associate”) to perform the professional development services described in Exhibit A.

**5.2. Presentation Materials:** Customer will reproduce any handouts and other print materials related to the services and will notify the Associate directly of any deadlines for reproduction.

**5.3. Venue and Audio/Visual Equipment:** Customer will provide a venue, audio/video equipment, and technical support for all sessions in accordance with the technology requirements described in Exhibit C. Solution Tree may terminate this Agreement if Customer’s equipment is not up to the required standard by 30 days prior to the start of the services. If Customer’s equipment fails during the services, Customer will still be liable for the full amount.

**6. Global PD Teams Individual Licenses:** Solution Tree grants Customer a limited, non-exclusive, non-transferable license for users to access Global PD Teams via the website currently at <http://globalpd.com> for one year beginning on the date of the first Global PD Teams invoice. Customer will use Global PD Teams in compliance with the Terms of Use located at <http://globalpd.com/terms-of-use> (the “Terms of Use”), which Solution Tree reserves the right to revise from time to time. In the event of a direct conflict between this Agreement and the Terms of Use, the terms of this Agreement will take precedence.

## 7. General Terms

**7.1. Intellectual Property:** Customer acknowledges that all tangible or electronic presentation materials, handouts, and/or program books used in conjunction with services performed under this Agreement are pre-existing and that no materials will be developed specifically for Customer. All previously owned rights will be retained, and Customer may not reproduce any materials not designated reproducible without express written permission. All audio, video, and digital recording of the services by Customer is prohibited.

**7.2. Force Majeure:** If an event beyond the parties’ control makes performance impossible, illegal, or commercially impracticable (a “Force Majeure Event”), the parties will proceed as follows:

- a. If a Force Majeure Event prevents services from occurring onsite, the parties will arrange for the affected services to be delivered virtually on the scheduled dates.
- b. If a Force Majeure Event prevents services from occurring as scheduled, the parties will use best efforts to reschedule or make substitutions for affected services or products.

- c. If a Force Majeure Event prevents performance entirely, neither party will have any further liability to the other party for the prevented performance.
- d. All obligations unaffected by a Force Majeure Event will remain in place.

**7.3. Termination:** Solution Tree may terminate this Agreement if Customer does not provide a purchase order at least 30 days before the first scheduled date. If Customer seeks to cancel any services within 90 days of the scheduled date for any reason but Force Majeure and Solution Tree agrees to such cancellation, Customer will reimburse Solution Tree for any reasonable business expenses incurred in anticipation of performance of this Agreement that exceed the amount of the deposit.

**7.4. Entire Agreement:** This Agreement, any purchase orders issued pursuant to this Agreement, any RFP in place between the parties, any other written agreement executed by the parties for the same services included in this Agreement, and any exhibits attached hereto constitute the entire agreement of the parties and supersede any prior or contemporaneous written or oral understanding or agreement. No waiver or modification of any of the terms of the Agreement will be effective unless made in writing and signed by both parties, and the unenforceability, invalidity, or illegality of any provision of this Agreement will not render the other provisions unenforceable, invalid, or illegal. Any waiver by either party of any default or breach hereunder will not constitute a waiver of any provision of this Agreement or of any subsequent default or breach of the same or a different kind.

This Agreement is acknowledged and accepted by Customer and Solution Tree:

|   |       |  |       |
|---|-------|--|-------|
| By: _____                               | _____ | By: _____                                  | _____ |
| Rose Ramos                              | Date  | Shannon R. Ritz                            | Date  |
| Chief Business Officer                  |       | Vice President of Professional Development |       |
| Sacramento City Unified School District |       | Solution Tree Inc.                         |       |

**Exhibit A**

**Participating Schools:** H. W. Harkness Elementary School  
Elder Creek Elementary School

**Sample School Plan Year 1 of 3****Service 1: PLC at Work Overview (1 day)**

**Target Date(s):** August/September 2022

**Associate(s):** TBD

**Number of Participants:** varies

**Participant Demographics:** school leadership and teacher teams

**Workshop Location:** school site

**Cost of Service:** \$7,500.00

**Description of Service:**

A PLC at Work associate will deliver a full-day PLC at Work overview session to school staff. The workshop will provide a baseline understanding of key concepts and vocabulary and build shared knowledge necessary to become a PLC at Work. Participants will understand the three big ideas of PLC at Work:

- A focus on learning
- A collaborative culture and collective responsibility
- A results orientation

And will develop a common understanding of the four critical questions of a PLC:

- What do we want our students to learn?
- How do we know if they have learned it?
- How will we respond when our students don't learn?
- How will we respond when our students do learn?

**Service 2: Needs Assessment (2 days)**

**Target Date(s):** August/September 2022

**Associate(s):** TBD

**Number of Participants:** varies

**Participant Demographics:** school leadership and teacher teams

**Workshop Location:** school site

**Cost of Service:** \$15,500.00



**Description of Service:**

The Needs Assessment will be conducted at the school site by a certified PLC at Work Associate. It is designed to provide the school with a building level review, and is comprised of onsite interviews and observations to obtain information and gather input to be used as baseline information. It is also used for the development of the customized PLC at Work implementation plan. The Needs Assessment will measure current school practices and policies against the standard of a PLC at Work. Interviews and observations will be conducted with school-based administrators and other select staff members as a part of the onsite analysis to gather information on initiatives and current practices in place.

**Service 3: PLC at Work Essential Resources****Cost of Service:** \$4,000.00**Description of Service:**

In order to provide continuous learning in a sustainable fashion through resources, a professional library will be compiled for the school based on need. It will include a copy of Learning by Doing 3rd edition for all staff and other relevant titles from leading educational authors for school teams. Other topic areas include but are not limited to, mathematics, literacy, leadership, school culture, and assessment.

**Service 4: Project Planning: Part I (1 day)****Target Date(s):** September 2022**Associate(s):** Project Lead/School Coach**Number of Participants:** varies**Participant Demographics:** school leadership team**Workshop Location:** school site**Cost of Service:** \$13,000.00**Description of Service:**

This session is designed to solidify goals, benchmarks, and timelines for the project. Other coordination items for discussion may include:

- Understanding general needs of the school
- A review of the data from the Needs Assessment
- Planning for the successful implementation of PLC at Work

**Service 5: PLC at Work Leaders Implementation Training (6 days)****Target Date(s):** September/October, December/January, and March/April (2 days per visit, 3 visits)**Associate(s):** TBD**Participant Demographics:** school leadership team**Number of Participants:** TBD**Cost of Service:** \$60,000.00

**Description of Service:**

The school's PLC at Work Implementation Team will act as informed agents of change school-wide. The team will meet for two consecutive training days, three times during the school year, and leave each session with a new set of skills and activities—plus action steps for implementing what they have learned.

**Objectives:**

- Understand the concept and attributes of a PLC at Work
- Examine research-based best practices and standards for becoming a PLC at Work
- Experience and create sample processes and products reflective of a PLC at Work
- Acquire strategies and tools for designing, implementing, and evaluating a school's journey towards becoming a PLC at Work
- Participate actively by engaging in conversations and teamwork
- Reflect on and self-assess personal knowledge, skills, and beliefs

**Service 6: Project Planning Part II (1 day)****Target Date(s):** January/February 2023**Associate(s):** Project Lead/School Coach**Number of Participants:** varies**Participant Demographics:** school leadership team**Workshop Location:** school site**Cost of Service:** \$13,000.00**Description of Service:**

This session is designed as a midpoint check in to review progress and determine next steps. Other items for discussion may include:

- Artifacts generated by the school
- Review of progress against established goals and benchmarks
- Adjust and realign goals as needed

**Service 7: Embedded Coaching: PLC at Work and other Content Days (30 Days)****Target Date(s):** scheduled throughout the 2022-23 school year**Associate(s):** TBD**Number of Participants:** varies**Participant Demographics:** school leadership and teacher teams**Proposed Start Time:** 8:00am**Proposed End Time:** 3:00pm**Workshop Location:** school site**Cost of Service:** \$195,000.00

**Description of Service:**

These coaching sessions are designed to develop the internal capacity for implementing and sustaining a PLC at Work, as well as begin a focus on best practices in instruction and assessment. The visits will be used to make progress toward pre-determined goals and to provide coaching where needed. The coaching days may also include sessions with the principal, monitoring of team activities, coaching for teacher teams on necessary areas of growth, and/or other meetings with individuals at the school. These sessions will be customized to support the identified challenge areas within the school and further develop teacher strength areas. Topics may include, but are not limited to:

- PLC at Work
- Creating a Collaborative Culture
- SMART goals
- Creating Essential Learning Targets
- Common Formative Assessments
- Data Analysis
- Pyramid of Interventions/Response to Intervention
- Mathematics
- Literacy
- School Culture

## Sample Pilot School Plan Year 2 of 3

### Service 1: Progress Report (1 day)

**Target Date(s):** August/September 2023

**Associate(s):** TBD

**Number of Participants:** varies

**Participant Demographics:** school leadership and teacher teams

**Workshop Location:** school site

**Cost of Service:** \$7,750.00

**Description of Service:**

The Progress Report is conducted at the school site by a certified PLC at Work Associate. It is designed to provide the school with an updated building level review and is comprised of onsite interviews and observations to obtain information and gather input to be used as a benchmark for growth. It is also used for a data review. It serves as a tool to help identify the school's strengths as well as opportunities for improvement. Leaders will receive a report that will be used to guide the work throughout the second year.

### Service 2: PLC at Work Essential Resources & Global PD

**Cost of Service:** \$4,000.00

**Description of Service:**

A continuation of Year 1 services with essential Global PD licenses included to be used between coaching visits, on demand, for continued support. The Library includes hundreds of videos that model and support the key characteristics of a high-performing PLC at Work.

### Service 3: Project Planning: Part I (1 day)

**Target Date(s):** September 2023

**Associate(s):** Project Lead/School Coach

**Number of Participants:** varies

**Participant Demographics:** school leadership team

**Workshop Location:** school site

**Cost of Service:** \$13,000.00

**Description of Service:**

This session is designed to solidify goals, benchmarks, and timelines for the project. Other coordination items for discussion may include:

- Understanding general needs of the school
- A review of the data from the Needs Assessment
- Planning for the successful implementation of PLC at Work

**Service 4: RTI at Work™ Leaders Implementation Training (6 days)**

**Target Date(s):** September/October, December/January, and March/April (2 days per visit, 3 visits)

**Associate(s):** TBD

**Participant Demographics:** school leadership team

**Number of Participants:** TBD

**Cost of Service:** \$60,000.00

**Description of Service:**

The school's PLC at Work Implementation Team will act as informed agents of change school-wide. The team will meet for two consecutive training days, three times during the school year, and leave each session with a new set of skills and activities—plus action steps for implementing what they have learned.

Objectives:

- Deepen their understanding of essential concepts and attributes of the RTI at Work process
- Examine research-based best practices and standards regarding RTI at Work
- Acquire strategies and tools for designing, implementing, and evaluating their school's response to intervention process
- Design and execute a plan of action for implementing the RTI at Work process at their school
- Apply new learning to real work
- Participate actively by engaging in conversations and teamwork
- Reflect on and self-assess personal knowledge, skills, and beliefs

**Service 5: Project Planning Part II (1 day)**

**Target Date(s):** January/February 2024

**Associate(s):** Project Lead/School Coach

**Number of Participants:** varies

**Participant Demographics:** school leadership team

**Workshop Location:** school site

**Cost of Service:** \$13,000.00

**Description of Service:**

This session is designed as a midpoint check in to review progress and determine next steps. Other items for discussion may include:

- Artifacts generated by the school
- Review of progress against established goals and benchmarks
- Adjust and realign goals as needed

**Service 6: Embedded Coaching: PLC at Work and other Content Days (31 Days)**

**Target Date(s):** scheduled throughout the 2023-24 school year

**Associate(s):** TBD

**Number of Participants:** varies

**Participant Demographics:** school leadership and teacher teams

**Proposed Start Time:** 8:00am

**Proposed End Time:** 3:00pm

**Workshop Location:** school site

**Cost of Service:** \$201,500.00

**Description of Service:** These coaching sessions are designed to develop the internal capacity for implementing and sustaining a PLC at Work, as well as begin a focus on best practices in instruction and assessment. The visits will be used to make progress toward pre-determined goals and to provide coaching where needed. The coaching days may also include sessions with the principal, monitoring of team activities, coaching for teacher teams on necessary areas of growth, and/or other meetings with individuals at the school. These sessions will be customized to support the identified challenge areas within the school and further develop teacher strength areas. Topics may include, but are not limited to:

- PLC at Work
- Creating a Collaborative Culture
- SMART goals
- Creating Essential Learning Targets
- Common Formative Assessments
- Data Analysis
- Pyramid of Interventions/Response to Intervention
- Mathematics
- Literacy
- School Culture

### Sample Pilot School Plan Year 3 of 3

#### Service 1: Progress Report (1 day)

**Target Date(s):** August/September 2024

**Associate(s):** TBD

**Number of Participants:** varies

**Participant Demographics:** school leadership and teacher teams

**Workshop Location:** school site

**Cost of Service:** \$7,750.00

**Description of Service:**

The Progress Report is conducted at the school site by a certified PLC at Work Associate. It is designed to provide the school with an updated building level review and is comprised of onsite interviews and observations to obtain information and gather input to be used as a benchmark for growth. It is also used for a data review. It serves as a tool to help identify the school's strengths as well as opportunities for improvement. Leaders will receive a report that will be used to guide the work throughout the second year.

#### Service 2: PLC at Work Essential Resources & Global PD

**Cost of Service:** \$4,000.00

**Description of Service:**

A continuation of Year 1 and 2 services with essential Global PD licenses included to be used between coaching visits, on demand, for continued support. The Library includes hundreds of videos that model and support the key characteristics of a high-performing PLC at Work.

#### Service 3: Project Planning: Part I (1 day)

**Target Date(s):** September 2024

**Associate(s):** Project Lead/School Coach

**Number of Participants:** varies

**Participant Demographics:** school leadership team

**Workshop Location:** school site

**Cost of Service:** \$13,000.00



**Description of Service:**

This session is designed to solidify goals, benchmarks, and timelines for the project. Other coordination items for discussion may include:

- Understanding general needs of the school
- A review of the data from the Needs Assessment
- Planning for the successful implementation of PLC at Work™

**Service 4: Assessment Leaders Implementation Training (6 days)**

**Target Date(s):** September/October, December/January, and March/April (2 days per visit, 3 visits)

**Associate(s):** TBD

**Participant Demographics:** school leadership team

**Number of Participants:** TBD

**Cost of Service:** \$60,000.00

**Description of Service:**

The school's PLC at Work Implementation Team will act as informed agents of change school-wide. The team will meet for two consecutive training days, three times during the school year, and leave each session with a new set of skills and activities—plus action steps for implementing what they have learned.

Objectives:

- Build capacity over a yearlong series of professional development sessions for creating and supporting effective assessment practices.
- Evaluate current assessment practices and explore the complexities of a balanced assessment architecture.
- Explore assessment practices that support quality decision-making for instructional agility in the classroom.
- Support leadership teams as they navigate transforming assessments to develop student investment in the process.

**Service 5: Embedded Coaching: PLC at Work and other Content Days (24 Days)**

**Target Date(s):** scheduled throughout the 2024-25 school year

**Associate(s):** TBD

**Number of Participants:** varies

**Participant Demographics:** school leadership and teacher teams

**Proposed Start Time:** 8:00am

**Proposed End Time:** 3:00pm

**Workshop Location:** school site

**Cost of Service:** \$156,000.00

**Description of Service:**

These coaching sessions are designed to develop the internal capacity for implementing and sustaining a PLC at Work, as well as begin a focus on best practices in instruction and assessment. The visits will be used to make progress toward pre-determined goals and to provide coaching where needed. The coaching days may also include sessions with the principal, monitoring of team activities, coaching for teacher teams on necessary areas of growth, and/or other meetings with individuals at the school. These sessions will be customized to support the identified challenge areas within the school and further develop teacher strength areas. Topics may include, but are not limited to:

- PLC at Work
- Creating a Collaborative Culture
- SMART goals
- Creating Essential Learning Targets
- Common Formative Assessments
- Data Analysis
- Pyramid of Interventions/Response to Intervention
- Mathematics
- Literacy
- School Culture

**Service 6: PLC at Work Celebration (1 day)**

**Target Date(s):** at the end of the 2024-2025 school year

**Associate(s):** TBD

**Number of Participants:** varies

**Participant Demographics:** school leadership and teacher teams

**Proposed Start Time:** 8:00am

**Proposed End Time:** 3:00pm

**Workshop Location:** school site

**Cost of Service:** \$6,500.00

**Description of Service:**

An Associate collaborates with school leadership to develop a celebration day that encapsulates the school's Professional Learning Community journey. This celebration provides the opportunity for the district and school leadership along with each collaborative team to reflect on where they started and where they are at the conclusion of the project. Each member of the school team (including students) can and should be a part of the celebration through the sharing of artifacts, testimonials, and evidence of the learning they have attained. The celebration embraces the importance of acknowledging that the process takes time and requires continuous learning by all. It allows for the school to celebrate not only together, but also with other stakeholders of the school and community in this important work.



SA23-0021e0

Sacramento City Unified School District  
5735 47th Ave.  
Sacramento, CA 95824

July 15, 2022

Proposal to:  
SCUSD College & Career Readiness Department  
5735 47th Avenue Sacramento, CA 95824  
Office: 916.643.9197

Founded in 1988, the United College Action Network (U-CAN), Inc. has successfully assisted thousands of high school students, especially underserved, underrepresented, economically and culturally disadvantaged youth, in the Sacramento City Unified School District, Twin Rivers Unified School District, Natomas Unified School District, San Juan Unified School District, and other school districts in Northern and Southern California, the Central Valley, East Bay Area and Las Vegas NV in matriculating at four-year Historically Black Colleges and Universities (HBCUs). In 2000, U-CAN expanded its program to include college preparation assistance any program participant who wanted to attend any public or private two or four-year college or university. To date, more than 30 million dollars have been awarded for academic and athletic scholarships and several thousand students have received full admissions to our partner HBCUs.

### **U-CAN's Mission**

U-CAN's successful programs are based in the belief that every child is capable of learning and succeeding in a nurturing environment, and the deep commitment to making college a reality for all economically and culturally disadvantaged youth. U-CAN fulfills its mission through strong relationships with local schools and school districts, parents and community leaders, and its long partnerships with the 103 HBCUs in the United States which, while overall providing excellent educations in every field and profession to well prepared students, as well as being more open to accepting promising students with below average GPAs. U-CAN's HBCU partners also offer smaller classes, more financial assistance, and critical direct support from staff and administrators. Additionally, U-CAN's wrap-around approach intentionally targets the many challenges faced by students and their parents, from financial aid and cultural issues to family dynamics, including the lack of knowledge about eligibility criteria for mainstream and historically black colleges and universities. **While U-CAN serves primarily African Americans (89%), any student population that is underserved and underrepresented may participate in U-CAN's on-campus programs and receive assistance in attaining admissions to colleges of their choice. No student is turned away who wishes to participate in any U-CAN program.**

U-CAN proposes to re-instate an expanded service contract to provide services with a targeted intentional focus on continuing re-engaging students while closely monitoring and providing interventions and support of the opportunity gaps acquired during the pandemic crisis school closings. The monitored areas will be the following: college readiness/preparation, college admissions preparation, grades/credit recovery, attendance, behavior, social-emotional readiness/support, and diversity awareness.

During the extended COVID-19 re-engagement period, U-CAN will work collaboratively with site and District staff to ensure that student needs are met regardless of chosen delivery platforms, i.e., virtual, on-site, or hybrid.

U-CAN staff works with students who are recommended by counselors and teachers, recruited through U-CAN program outreach orientations, or attend U-CAN's Annual Historically Black College/University (HBCU) Recruitment Fair scheduled to be held *September 14, 2022* at Luther Burbank High School in Sacramento, CA. Our annual college fair brings to the Sacramento area admissions directors and counselors from over 35 HBCUs, some who will be prepared to offer "on the spot" preliminary admissions and scholarship awards to seniors who will graduate in 2022, if students present copies of required admissions documents (scanned copy of transcripts, essays, SAT/ACT scores, etc.). U-CAN will assist students prepare their application packages.

All U-CAN staff serving students are holders of Bachelor's Degrees, advanced degrees, and/or State Department of Education certifications. All staff have received COVID-19 vaccination.

### **The Service Contract**

United College Action Network, Inc. (U-CAN) is pleased to provide the following 2022-2023 strategically designed proposal for implementation of intentionally targeted direct college and career support services to interested and/or referred high school students in the Sacramento City Unified School District (six (6) comprehensive to assist with mitigating the lost and results of valuable preparation, implementation of steps, and procedures that are required to successfully plan for post-secondary options (2 or 4 year college including commissioned military options/ROTC, etc.)

As a result of the COVID-19 Pandemic, since March 2020, many of our underserved and underrepresented high school students have not had access to in-person instruction, therefore rendering a host of critical opportunity gaps that need to be addressed in order to ensure students meet a-g requirements, be prepared to graduate on time, as well as being prepared to begin their post-secondary plans in a timely matter, including college matriculation in the fall of 2023 for the 2023 graduating class.

### **College Admissions Preparation (CAP) Program Goals:**

**This proposal reflects services designed to support high school students on a successful path to career and college attainment and graduation by assisting students individually and in small groups to meet the following program goals:**

- Encourage students to see themselves as college bound and instill the belief that college is accessible to everyone,
- Encourage students to assess where they are in their college search and application process and what steps to take to reach their goals of choosing the college that best suits their needs,
- Help students assess their career interests and aspirations and begin researching colleges to pursue those goals,
- Assist students in deeply analyzing their transcripts quarterly, including mandatory and suggestive next steps,
- Assist students and their families to clearly understand the process of college admissions and financial aid, and

- Ensure that students program goals and activities are aligned with District/Departmental Career and College Readiness Goals.

#### **Program Quantifiable Objectives:**

1. One hundred per cent (100%) of students enrolled in the UCAN CAP Program will received case-managed services and support, including college application preparation, career interest assessments, college financial aid information/literacy and monthly parental/guardian contacts and updates.
2. Eighty per cent (80%) of program students will be introduced and guided through the process of evaluating three (3) or more colleges, as well as completing and submitting a minimum of three (3) applications for admissions to colleges of their choice.
3. Eighty per cent (80%) of program 12<sup>th</sup> grade students will be introduced and guided through the financial aid process, including the successful completion and submission of their Free Application for Federal Student Aid (FAFSA). Eleventh grade students will be introduced to and take the online mock FAFSA.
4. One hundred per cent (100%) of program students receiving case management services will be supported to complete the College and Career Guidance Initiative Program (CCGI), including the completion of the CCGI Portfolio (career interest inventory and post-secondary plans) or an alternative approved career assessment inventory.
5. Eighty percent (80%) of program students will received quarterly transcript reviews, including how to calculate grade point average, review of the A-G requirements, quarterly grade checks, and recommendations support interventions. Each session will be followed by both mandatory and suggestive next steps, e.g. better study habits, time management, change classes, request different teacher, tutoring, alternative high school, credit recovery program, etc. Staff will work closely with counselors to accomplish this objective.
6. Eighty percent (80%) of program students will participate in our monthly Social-Emotional Learning (SEL) Activities and Equity and Inclusion Activities.
7. One hundred percent (100%) of monthly updates will be shared with designated site staff member to ensure that students program goals and activities are aligned with District/Departmental Career and College Readiness Goals
8. One hundred per cent (100%) of program students will be required to complete a Request for U-CAN Program Services Form which will also service as both an (an Opt-in Program Form and a Program Pre-Survey Form). If students decide to opt-out of program services, a Program Opt-Out Form will require a student and parent signature.

All student progress will be documented on U-CAN Student Data Accountability System, which will be discussed and shared with site designated staff during quarterly/semester update program meetings.

#### **Direct services will include:**

- participation in college fairs, including U-CAN's Annual Historically Black College/University Fair,
- college fairs follow up sessions (including an implementation plan for "next steps",
- college/career prep coaching,
- family engagement sessions,
- social-emotional check-ins,
- Equity and Inclusion Outreach Activities (survey/question responses/podcasts/webinars/zoom sessions, etc.)
- a case management accountability model will be employed to document all program interactions and to monitor all measurable program outcomes, and
- monthly site meetings with designated administrative and/or counseling program contact person to share student updates.

**Modes for Delivery of Program Related Services (synchronous and/or asynchronous):**

- bi-weekly large group, class sessions, and small group sessions/meetings,
- bi-weekly posted office hours (3 hours x 2) for student follow-up appointments,
- scheduled zoom/webinar sessions
- outreach via text, phone calls, and emails

**District/Site Level Program Support:**

To provide all services related to the stated CAP Program goals and activities, SCUSD will:

1. Co-host with U-CAN staff/counselor’s meeting for all sites during August-September 2022. *This opportunity will allow U-CAN staff to begin making initial contacts, as well as scheduling future administrative/counselors’ team meetings to share program updates.*
2. Provide designated classroom space for class-size program presentations/meetings and individual sessions conducted during scheduled office hours.
3. Provide a designated CAP Program site administrator or counselor. Schedule monthly meetings/communication opportunity to share program updates and proposed program adjustments.
4. Provide a system for student notifications for scheduled U-CAN program activities, via school announcements, passes, website, etc.
5. Provide copies of student transcripts, attendance, behavior records, and test score for scheduled student progress/update meetings.
6. Provide Professional Development trainings for U-CAN staff to assist staff with the information required to meet specific Districts goals (California Guidance Initiative).

**Impact of Services**

United College Action Network program/session activities/curriculum provides a comprehensive foundation to accomplish the program goals.

| Planned Services   | Description (see more detail in Exhibit A and Exhibit B)   | Participants  |
|--|--|---|
| 45-50 days of guided engagement/ college planning activities, discussions, assistance, and support in researching career plan and colleges and completing and submitting college admissions packets. (110 days of associated prep/case management activities/mentoring and coaching support/ assistance) | <ul style="list-style-type: none"> <li>• 45-50 days for large group, small group, individual, and family sessions involving successful high school mentoring and coaching targeted interventions that prepare students for success in careers-based post-secondary options: selection of a-g classes, how to get additional support when needed, career to college selections (how career options support choice of college majors), understanding and preparing for financial support in college, resumes, understanding the FAFSA process and reflecting on options/choices selected, and monitoring student attendance and grades. California College Guidance Initiative goals and activities will serve as a model for many of the student career engagement activities of the U-CAN College Admissions Program (CAP) Program.</li> <li>• SEL and Equity and Diversity sessions, outreach surveys, activities, and follow-ups to support any re-engagements issues students may identify or exhibit.</li> </ul> | U-CAN will serve: <ul style="list-style-type: none"> <li>• Up to 300 9<sup>th</sup> to 12<sup>th</sup> grade students for group and individual sessions/ presentations</li> <li>• case manage a minimum of 125 seniors. (Official case management will begin after the 3<sup>rd</sup> student meeting.) 9<sup>th</sup>-11<sup>th</sup> graders engagement activities will be profile an spreadsheet.</li> </ul> |



|  |  |  |
|--|--|--|
|  | <ul style="list-style-type: none"> <li>• 110+ days of on/off-site support and follow-up with students, counselors, teachers, families, and college officials, etc. (case management).</li> <li>• Parent/Guardian monthly updates, outreach, and referrals to support and assistance, if requested/needed.</li> </ul> |  |
|--|--|--|

Activities are delineated in the attached Exhibit A: **SCUSD** will be responsible for providing appropriate student meeting space. United College Action Network, Inc. (U-CAN) does provide program participants snacks and required materials needed to complete program projects but does not provide meals. U-CAN will provide copies of all student program materials.

**Payment Schedule**

The specific amount of fees for the services offered by U-CAN for the 2022-2023 school year in this proposal with the SCUSD is one hundred sixty thousand dollars (\$160,000.00).

United College Action Network, Inc. will invoice **SCUSD** in ten equal installments of Sixteen Thousand Dollars (\$16,000.00) monthly beginning October 1, 2022 for services beginning August 16, 2022 – June 30, 2023. (U-CAN will schedule outreach to school sites from August 16-27, 2022 to begin advertising, registering, and scheduling students to attend the Annual U-CAN Historically Black College and Universities Recruitment Fair, which is tentatively scheduled for September 14, 2022, with no extra cost to the district.)

| Monthly Services Provided | Monthly Invoice Submitted | Request Payment on/before Date |
|---------------------------|---------------------------|--------------------------------|
| September 2022            | September 27, 2022        | October 15, 2022               |
| October 2022              | October 25, 2022          | November 15, 2022              |
| November 2022             | November 22, 2022         | December 17, 2022              |
| December 2022             | December 17, 2022         | January 17, 2023               |
| January 2023              | January 26, 2023          | February 15, 2023              |
| February 2023             | February 23, 2023         | March 15, 2023                 |
| March 2023                | March 28, 2023            | April 15, 2023                 |
| April 2023                | April 26, 2023            | May 16, 2023                   |
| May 2023                  | May 24, 2023              | June 15, 2023                  |
| June 2023                 | June 22, 2023             | July 15, 2023                  |

**All payments should be sent to:**

United College Action Network, Inc.  
 PO Box 5249  
 Fair Oaks, CA 95628  
 Cell: 916-591-8558 Office: 916-896-3000

Key Contacts (to be completed by Sacramento City Unified Scholl District

Contract/ Billing Contact

| Name | Email | Phone |
|------|-------|-------|
|      |       |       |

Professional Development Liaison

| Name | Email | Phone |
|------|-------|-------|
|      |       |       |



**Reservation of Intellectual Property**

All materials developed or provided by U-CAN (dba United College Action Network, Inc.) or its agents pursuant to this Agreement, and any know-how, methodologies, equipment, or processes used by United College Action Network, Inc. to provide the Services to **SCUSD** including, without limitation, all copyrights, trademarks, trade secrets, and other proprietary rights are and will remain the sole and exclusive property of United College Action Network, Inc. Unauthorized copying, reverse engineering, and creating unauthorized derivative works based on such materials are expressly forbidden except as outlined in this Agreement.

**Agreement**

United College Action Network, Inc. (dba U-CAN) and Sacramento City Unified Scholl District agree to the above scope of services. This scope of services may only be changed in writing and must be signed by both parties. By signing this agreement, you attest that you are authorized to sign on behalf of **Sacramento City Unified Scholl District**.

*Alan H. Rowe*

United College Action Network, Inc.

SCUSD Representative

President/CEO

Title

Title

July 15, 2022

Date

Date

Please **return a signed copy of this agreement** and a **Purchase Order** (if applicable) to Barbara Evans, U-CAN Deputy Director, via email/scan at [bevans@ucangtc.org](mailto:bevans@ucangtc.org) or via fax at (916) 591-8558.

Attachment: **Exhibit A** – Proposal Activity Details

| Month of Service               | Activity<br>(Re-engagement presentation/mentoring/coaching Activities, Discussions, College/Financial Aid (FAFSA/SAR) Research, Preparing and Submitting College Application Packets, Student Program Assessments, Transcript reviews, SEL and Equity and Inclusion checks and discussions)   | Schools and # of Participants<br>Rosemont, Kennedy, Johnson, Burbank, McClatchy, and W. Campus | Minimum # of Facilitator Days | Total Cost          |
|--------------------------------|---|--|-------------------------------|---------------------|
| August-October 2022            | 5 days campus recruitment/online registration/field trip forms/prep for U-CAN Annual College Fair<br>2 days Follow-up college fair activities<br>4 days of group/individual support completing/submitting new FAFSA (1-day PD for FAFSA (Date TBA)  | Serve up to 300 students   | 20                            | \$32,000.00         |
| November 2022 - January 2023   | Monthly: 1 day of on-site group support/presentations<br>1 day of off-site support,<br>Nov.-Jan. transcript review w/feedback<br>2 days individual /family case management activities<br>1 day of prep/follow-up):<br>Adjust schedules to meet needs of specific school population.<br>Jan.-May 9 <sup>th</sup> , 10 <sup>th</sup> , and 11 <sup>th</sup> graders begin college prep activities | Serve up to 300 students   | 30                            | \$48,000.00         |
| February-April 2023            | Seniors-Begin to review instructions on how to read and analyze the FAFSA Student Aid Report (SAR) as seniors begin to receive reports.<br>April transcript review w/feedback<br>Continue-juniors college prep activities: ACT Info/prep/waivers, college evaluations, CCGI Career Assessments/transcript analysis/mock FAFSA and letters of recommendations                                    | Serve up to 300 students   | 30                            | \$48,000.00         |
| May - June 2023                | Follow up Feb.-April prep activities.<br>June-Finalize post-secondary plans.<br>Produce and submit EOY Reports  | Serve up to 300 students   | 20                            | \$32,000.00         |
| <b>Program/Contract Total:</b> |   |  | <b>100</b>                    | <b>\$160,000.00</b> |

Attachment: **Exhibit B** Sample Monthly Activities

|   | <b>October</b>  | <b>November</b>   |
|---|---|---|
| <b>Main Focus</b>                       | <ul style="list-style-type: none"> <li>• Transcript Review</li> <li>• FAFSA</li> <li>• HS College Planning Guide</li> <li>• UCAN Orientation/Activities (new students)</li> <li>• School Attendance</li> </ul>  | <ul style="list-style-type: none"> <li>• Scholarship Search and Prioritizing</li> <li>• UCAN Orientation/Activities (new students)</li> <li>• Understanding Transcripts, GPA, and Course Selections</li> </ul>  |
| <b>Student Re-engagement Activities</b> | <p>Discussion and Review Topics</p> <ul style="list-style-type: none"> <li>• FAFSA/Financial Aid-Register online and submit</li> <li>• College Application</li> <li>• Review FA Checklist</li> <li>• Repaying Federal Loans</li> <li>• Introduction/Registration for Career Assessments</li> <li>• School Attendance and Responsibility for Make-up work</li> </ul> | <ul style="list-style-type: none"> <li>• Discuss the importance of Letters of Recommendation and How and Who to Ask to Write for You (HO)</li> <li>• Discuss the Importance of Good Character (HO)</li> <li>• Introduction/Registration for Career Assessments</li> <li>• Understanding A-G and NCAA course requirements</li> </ul> |
| <b>SEL/Equity and Inclusion</b>         | <ul style="list-style-type: none"> <li>• See Appendix C for suggested topics and questions for surveys, webinars, zoom/discussion sessions</li> </ul>   | <ul style="list-style-type: none"> <li>• See Appendix C for suggested topics and questions for surveys, webinars, zoom/discussion sessions</li> </ul>   |
| <b>Out of School Tasks</b>              | <ul style="list-style-type: none"> <li>• Complete College Search Worksheet</li> <li>• Begin Formal Scholarship Search</li> </ul>  | <ul style="list-style-type: none"> <li>• Continue Working on College Search Worksheet</li> <li>• Continue Formal Scholarship Search</li> </ul>  |
| <b>UCAN Follow-up Activities</b>        | <ul style="list-style-type: none"> <li>• Plan to meet with Admission Officers schedule visits/conference calls</li> <li>• Plan additional time to meet with students individually and/or families regarding college plans</li> <li>• Track, document and monitor students' college acceptance data</li> </ul>   | <ul style="list-style-type: none"> <li>• Plan to meet with Admission Officers schedule visits/conference calls</li> <li>• College Planning Timeline Check</li> <li>• Register for SAT/ACT</li> <li>• Document and tabulate college acceptances and scholarship awards</li> </ul>  |
| <b>Other Information Handouts (HO)</b>  | <ul style="list-style-type: none"> <li>• How and Who to Ask to Write for You...Letters of Recommendation (HO)</li> <li>• Discuss the "The Importance of Good Character" (HO)</li> </ul>   | <ul style="list-style-type: none"> <li>• College Prep Websites</li> </ul>   |
| <b>Parent Connections</b>               | <ul style="list-style-type: none"> <li>• Share "Elevator Introduction Speech with family</li> </ul>   | <ul style="list-style-type: none"> <li>• Contact parents to encourage attendance at site Financial Aid Workshops</li> </ul>   |

Attachment: **Exhibit C** – Proposal Social-Emotional, Equity, Diversity, and Inclusion Activity Topics

| <b>Weekly Social-Emotional, Equity, and Inclusion Activity Topics</b> |  |
|---|--|
| <b>Skills and Competencies</b>  |  |
| <i>Month of</i>   | How well students are able to persevere through setbacks to achieve important long-term goals (not limited to academics) taking into account their experiences and identities.   |
| October   | Student perceptions of whether students have the potential to change those factors that are central to their performance.  |
|   | How well students manage their emotions, thoughts, and behavior in different situations.   |
|   | How well students consider the perspectives of other and empathize with them.  |
| November  | How much students believe they can succeed in achieving academic outcomes.   |
|   | How well students deliberately use strategies to manage their own learning processes generally.  |
|   | How much effort students put into school and learning?   |
| December  | How well students regulate their emotions.   |
| <b>Supports and Environment</b>                                       |  |
| December  | Perceptions of the overall social and learning climate of the school.  |
| January   | How strong the social connection is between teachers and students within and beyond the school.  |
|   | How much students feel that they are valued members of the school community.   |
|   | Perceptions of student physical and psychological safety while at school.  |
|   | How diversity, integrated, and fair school is for students from different races, with ethnicities, or cultures.  |
| February  | How often students learn about, discuss, and confront issues of race, ethnicity, and culture in school.  |
|   | How attentive and invested students are in school.   |
|   | How much students feel their teachers hold them to high expectations around effort, understanding, persistence, and performance in class.  |
| March   | How much students feel that an academic subject is interesting, important, and useful.   |
|   | How much students feel that school is interesting, important, and useful.  |
| <b>Student Well-Being</b>   |  |
| March   | How frequently students feel positive emotions.  |
| April   | How frequently students feel challenging emotions.   |
| May   | How supported students feel through their relationships with friends, family, and adults at school.  |
| Sample Questions  | <ol style="list-style-type: none"> <li>1. What is the biggest challenge you have faced in your life?</li> <li>2. What is one thing you wish your teacher knew about you?</li> <li>3. What accomplishments are you most proud of?</li> <li>4. What do you wish your teacher would know about your experiences of race, ethnicity, or culture at school?</li> <li>5. What is the most important thing your school can keep doing to support students of different races, ethnicities, and cultures?</li> <li>6. Thinking about everything in your life right now, what makes you feel the happiest?</li> <li>7. Thinking about everything in your life right now, what feels the hardest for you?</li> <li>8. How can teachers or other adult at the school do to better support you?</li> </ol> |



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## SERVICES AGREEMENT

**Date:** September 28, 2022 **Place:** Sacramento, California

**Parties:** Sacramento City Unified School District, a political subdivision of the State of California, (hereinafter referred to as the "District"); and the Law Office of Raoul A. Bozio (hereinafter referred to as "Attorney").

**Recitals:**

A. The District is a public school district in the County of Sacramento, State of California, and has its administrative offices located at the Serna Center, 5735 47<sup>th</sup> Avenue, Sacramento, CA 95824.

B. The District desires to engage the services of the Attorney and to have said Attorney render services on the terms and conditions provided in this Agreement.

C. California Government Code Section 53060 authorizes a public school district to contract with and employ any persons to furnish to the District, services and advice in financial, economic, accounting, engineering, legal, or administrative matters if such persons are specially trained, experienced and competent to perform the required services, provided such contract is approved or ratified by the governing board of the school district. Said section further authorizes the District to pay from any available funds such compensation to such persons as it deems proper for the services rendered, as set forth in the contract.

D. The Attorney is specially trained, experienced and competent to perform the services required by the District, and such services are needed on a limited basis.

In consideration of the mutual promises contained herein, the parties agree as follows:

### ARTICLE 1. SERVICES.

The Attorney hereby agrees to provide to the District the services as described below ("Services"):

Legal Counsel with respect to matters District specifically refers to Attorney; Legal services as reasonably required to represent District in such matters as may arise through the course of the school year; Take reasonable steps to keep District informed of significant developments and respond to District's inquiries regarding those matters.

### ARTICLE 2. TERM.

This Agreement shall commence on September 28, 2022 and continue through June 30, 2023, unless sooner terminated, as set forth in Article 10 of this Agreement, provided all services under this Agreement are performed in a manner that satisfies both the needs and reasonable expectations of the District. The determination of a satisfactory performance shall be in the sole judgment and discretion of the District in light of applicable industry standards, if applicable. The term may be extended by mutual consent of the parties on the same terms and conditions by a mutually executed addendum.



**ARTICLE 3. PAYMENT.**

District agrees to pay Attorney for services satisfactorily rendered pursuant to this Agreement as follows:

Fee Rate: Attorney will be paid for services rendered based upon the rate of \$300 per hour.

Payment shall be made within 30 days upon submission of periodic invoice(s) to the attention of Legal Services Department, Sacramento City Unified School District, P. O. Box 246870, Sacramento, California 95824-6870.

**ARTICLE 4. EQUIPMENT AND FACILITIES.**

District will provide Attorney with access to all needed records and materials during normal business hours upon reasonable notice. However, District shall not be responsible for nor will it be required to provide personnel to accomplish the duties and obligations of Attorney under this Agreement. Attorney will provide all other necessary equipment and facilities to render the services pursuant to this Agreement.

**ARTICLE 5. WORKS FOR HIRE/COPYRIGHT/TRADEMARK/PATENT**

The Attorney understands and agrees that all matters specifically produced under this Agreement that contain no intellectual property or other protected works owned by Attorney shall be works for hire and shall become the sole property of the District and cannot be used without the District's express written permission. The District shall have the right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District.

As to those matters specifically produced under this Agreement that are composed of intellectual property or other protected works, Attorney must clearly identify to the District those protected elements included in the completed work. The remainder of the intellectual property of such completed works shall be deemed the sole property of the District. The completed works that include both elements of Attorney's protected works and the District's protected works, shall be subject to a mutual non-exclusive license agreement that permits either party to utilize the completed work in a manner consistent with this Agreement including the sale, use, performance and distribution of the matters, for any purpose in any medium.

**ARTICLE 6. INDEPENDENT CONTRACTOR.**

Attorney's relationship to the District under this Agreement shall be one of an independent contractor. The Attorney and all of their employees shall not be employees or agents of the District and are not entitled to participate in any District pension plans, retirement, health and welfare programs, or any similar programs or benefits, as a result of this Agreement.

The Attorney and their employees or agents rendering services under this agreement shall not be employees of the District for federal or state tax purposes, or for any other purpose. The Attorney acknowledges and agrees that it is the sole responsibility of the Attorney to report as income its compensation from the District and to make the requisite tax filings and payments to the appropriate federal, state, and/or local tax authorities. No part of the Attorney's compensation shall be subject to withholding by the District for the payment of social security, unemployment, or disability insurance, or any other similar state or federal tax obligation.

The Attorney agrees to defend, indemnify and hold the District harmless from any and all claims, losses, liabilities, or damages arising from any contention by a third party that an employer-employee relationship exists by reason of this Agreement.

The District assumes no liability for workers' compensation or liability for loss, damage or injury to persons or property during or relating to the performance of services under this Agreement.

#### **ARTICLE 7. FINGERPRINTING REQUIREMENTS.**

Education Code Section 45125.1 states that if employees of any Attorney providing school site administrative or similar services may have any contact with any pupils, those employees shall be fingerprinted by the Department of Justice (DOJ) before entering the school site to determine that they have not been convicted of a serious or violent felony. If the District determines that contact with students will occur during the performance of these services, Attorney will not perform services until all employees providing services have been fingerprinted by the DOJ and DOJ fingerprinting clearance certification has been provided to the District.

District has determined that services performed under this Agreement will result in no contact with pupils outside of the immediate supervision and control of the student's parent/guardian or school employee.

#### **ARTICLE 8. MUTUAL INDEMNIFICATION.**

Each of the Parties shall defend, indemnify and hold harmless the other Party, its officers, agents and employees from any and all claims, liabilities and costs, for any damages, sickness, death, or injury to person(s) or property, including payment of reasonable attorney's fees, and including without limitation all consequential damages, from any cause whatsoever, arising directly or indirectly from or connected with the operations or services performed under this Agreement, caused in whole or in part by the negligent or intentional acts or omissions of the Parties or its agents, employees or consultants.

It is the intention of the Parties, where fault is determined to have been contributory, principles of comparative fault will be followed and each Party shall bear the proportionate cost of any damage attributable to fault of that Party. It is further understood and agreed that such indemnification will survive the termination of this Agreement.

#### **ARTICLE 9. GENERAL LIABILITY INSURANCE.**

Prior to commencement of services and during the life of this Agreement, Attorney shall provide the District with a certificate of insurance reflecting its comprehensive general liability insurance coverage in a sum not less than \$1,000,000 per occurrence naming District as an additional insured. Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory. If insurance is not kept in force during the entire term of the Agreement, District may procure the necessary insurance and pay the premium therefore, and the premium shall be paid by the Attorney to the District.



**ARTICLE 9(a). PROFESSIONAL LIABILITY INSURANCE**

Prior to the commencement of services under this Services Agreement, the Attorney shall furnish to the District satisfactory proof that the Attorney has purchased professional liability coverage, on a claims made basis, extending protection to Attorney in an amount no less than One Million Dollars (\$1,000,000) per claim, and One Million Dollars (\$1,000,000) in the annual aggregate.

Each of Attorney's consultants shall, to the extent available, have errors and omissions insurance for their services as required or approved by the District. The District may, at its discretion and according to the circumstances, approve a variation in the foregoing insurance requirement, upon a determination that the coverage, scope, limits, and/or forms of such insurance are not commercially available.

**ARTICLE 10. TERMINATION.**

The District may terminate this Agreement without cause upon giving the Attorney thirty days written notice. Notice shall be deemed given when received by Attorney, or no later than three days after the day of mailing, whichever is sooner.

The District may terminate this Agreement with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Agreement by the Attorney; (b) any act by the Attorney exposing the District to liability to others for personal injury or property damage; or (c) the Attorney confirms its insolvency or is adjudged a bankrupt; Attorney makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the Attorney's insolvency.

Ten (10) calendar days after service of such notice, the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, or this Agreement shall cease and terminate. In the event of such termination, the District may secure the required services from another Attorney. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from the Attorney. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District. Written notice by the District shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

**ARTICLE 11. ASSIGNMENT.**

This Agreement is for personal services to be performed by the Attorney. Neither this Agreement nor any duties or obligations to be performed under this Agreement shall be assigned without the prior written consent of the District, which shall not be unreasonably withheld. In the event of an assignment to which the District has consented, the assignee or his/her or its legal representative shall agree in writing with the District to personally assume, perform, and be bound by the covenants, obligations, and agreements contained in this Agreement.

**ARTICLE 12. NOTICES.**

Any notices, requests, demand or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, or on the day after dispatching by Federal Express or another overnight delivery service, and properly addressed as follows:



|   |   |
|---|---|
| District:<br>Sacramento City Unified School District<br>PO Box 246870<br>Sacramento CA 95824-6870<br>Attn: Jessica Sulli, Contracts | Attorney:<br>Law Office of Raoul A. Bozio<br>5960 S. Land Park Drive #739<br>Sacramento, CA 95822 |
|---|---|

**ARTICLE 13. ENTIRE AGREEMENT.**

This Agreement contains the entire agreement between the parties and supersedes all prior understanding between them with respect to the subject matter of this Agreement. There are no promises, terms, conditions or obligations, oral or written, between or among the parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations under this Agreement be waived, except by written instrument signed by the party to be otherwise expressly permitted in this Agreement.

**ARTICLE 14. CONFLICT OF INTEREST.**

The Attorney shall abide by and be subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Attorney shall not hire any officer or employee of the District to perform any service covered by this Agreement. If the work is to be performed in connection with a Federal contract or grant, Attorney shall not hire any employee of the United States government to perform any service covered by this Agreement.

Attorney affirms to the best of their knowledge, there exists no actual or potential conflict of interest between Attorney's family, business or financial interest and the services provided under this Agreement. In the event of a change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to the District's attention in writing.

**ARTICLE 15. NONDISCRIMINATION.**

It is the policy of the District that in connection with all services performed under contract, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, handicap, religious creed, sex, age or marital status. Attorney agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.

**ARTICLE 16. SEVERABILITY.**

Should any term or provision of this Agreement be determined to be illegal or in conflict with any law of the State of California, the validity of the remaining portions or provisions shall not be affected thereby. Each term or provision of this Agreement shall be valid and be enforced as written to the full extent permitted by law.

**ARTICLE 17. RULES AND REGULATIONS.**

All rules and regulations of the District's Board of Education and all federal, state and local laws, ordinance and regulations are to be strictly observed by the Attorney pursuant to this Agreement. Any rule, regulation or law required to be contained in this Agreement shall be deemed to be incorporated herein.



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**ARTICLE 18. APPLICABLE LAW/VENUE.**

This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any action is instituted to enforce or interpret this Agreement, venue shall only be in the appropriate state or federal court having venue over matters arising in Sacramento County, California, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

Executed at Sacramento, California, on the day and year first above written.

**SACRAMENTO CITY  
UNIFIED SCHOOL DISTRICT**

By: \_\_\_\_\_  
Rose Ramos  
Chief Business Officer

By: \_\_\_\_\_  
  
Raoul Bozio

\_\_\_\_\_  
Date

September 28, 2022  
\_\_\_\_\_  
Date





**FACILITIES SUPPORT SERVICES**

425 1<sup>st</sup> Avenue • Sacramento, CA 95818

*Rose F Ramos, Chief Business and Operations Officer*

*Chris Ralston, Director III*

**AMENDMENT NO. 1 TO AGREEMENT FOR  
CONSTRUCTION MANAGEMENT SERVICES FOR  
HIRAM JOHNSON STADIUM**

This Amendment to the Agreement for Construction Management Services (“Amendment”) is entered into between the Sacramento City Unified School District (“District”) and Innovative Construction Services Inc. (“Construction Manager”) (collectively the “Parties”):

Section I. Amendment to Agreement for Construction Management Services originally entered to on March 22, 2022.

1. Approval of this Amendment: This Amendment shall be subject to the approval of the District’s Board of Education (“Board”). Upon approval by the Board, the effective date of this Amendment shall be November 2, 2021;
2. Extension of Term of the Agreement: This Amendment shall extend the current Construction Manager staffing on the Project from December 2022 to May 30, 2023;
3. Fee and Method of Payment: The District shall increase agreement amount from \$57,215.00 to a new not to exceed basis up to a maximum of \$114,365.00, as reflected below, unless this Amendment is further extended or modified.

Description of Scope Change; basis for change order

The original scope of services was for the lighting project only to be completed August 2022. Scope was added to include bleachers and two (2) concession/restroom buildings. The current schedule shows substantial completion tentative February 2023; with close-out April 2023.

Description of funding changes to contract

|   |                     |
|---|---------------------|
| Original contract amount.....                       | \$57,215.00         |
| Previous change orders through change order #-..... | \$ 0.00             |
| Contract amount prior to this change order .....    | \$57,215.00         |
| Amount of this change order.....                    | \$ <u>57,150.00</u> |

**NEW CONTRACT AMOUNT..... \$114,365.00**

Section II. All Other Provisions Reaffirmed.

All other provisions of the Agreement for Construction Management Services shall remain in full force and effect and are hereby reaffirmed. If there is any conflict between this Amendment No. 1 and any provision of the Agreement for Construction Management Services, the provisions of this Amendment No. 1 shall control.

**IN WITNESS WHEREOF**, the Parties have caused this Amendment No. 1 to the Agreement for Construction Management Services to be executed by their respective officers who are duly authorized, as of the Effective Date.

**ACCEPTED AND AGREED** on the date indicated below:

DATE: November 3, 2022

Sacramento City Unified School District

Innovative Construction Services, Inc

\_\_\_\_\_  
Rose Ramos, Chief Business Officer



\_\_\_\_\_  
Meredith Collins, CFO/Project Director



## CONTRACT CONSULTANT CHANGE ORDER

|             |  |             |            |
|-------------|--|-------------|------------|
| Consultant: | Innovative Construction Services Inc.  | CO #:       | 01         |
| Owner:      | Sacramento City Unified School District  | Date:       | 10/17/2022 |
| School:     | Hiram Johnson HS Stadium - Lighting, Bleachers, and Concession/Restroom Building | Project #:  | 0520-433   |
|             |  | Contract #: | SA22-00247 |

### Description of Scope/Basic Services Change:

The original scope of services was for the lighting project only to be completed August 2022. Scope was added to include bleachers and two (2) concession/restroom buildings. The current substantial completion tentative February 2023; with close-out April 2023. This CCO is per the attached updated schedule from the Contractor and ICS' resource sheets with estimated management hours.

**AMOUNT**  
\$ 57,150.00

**TOTAL:** \_\_\_\_\_  
\$ 57,150.00

|   |                    |
|---|--------------------|
| Original contract amount (Lump sum fee) .....       | \$ 57,215.00       |
| Previous change orders through Change Order #-..... | \$ -               |
| Contract amount prior to this change order.....     | \$ 57,215.00       |
| Amount of this change order.. (Lump sum fee).....   | <u>\$57,150.00</u> |

**NEW CONTRACT AMOUNT Including this change order.....** \$ 114,365.00

*Meredith Collins*

\_\_\_\_\_  
Meredith Collins, Innovative Construction Services, Inc.

Date: 10/17/2022  
\_\_\_\_\_

\_\_\_\_\_  
Chris Ralston, SCUSD Director III, Facilities Mgmt, M&O, and Resource Mgmt

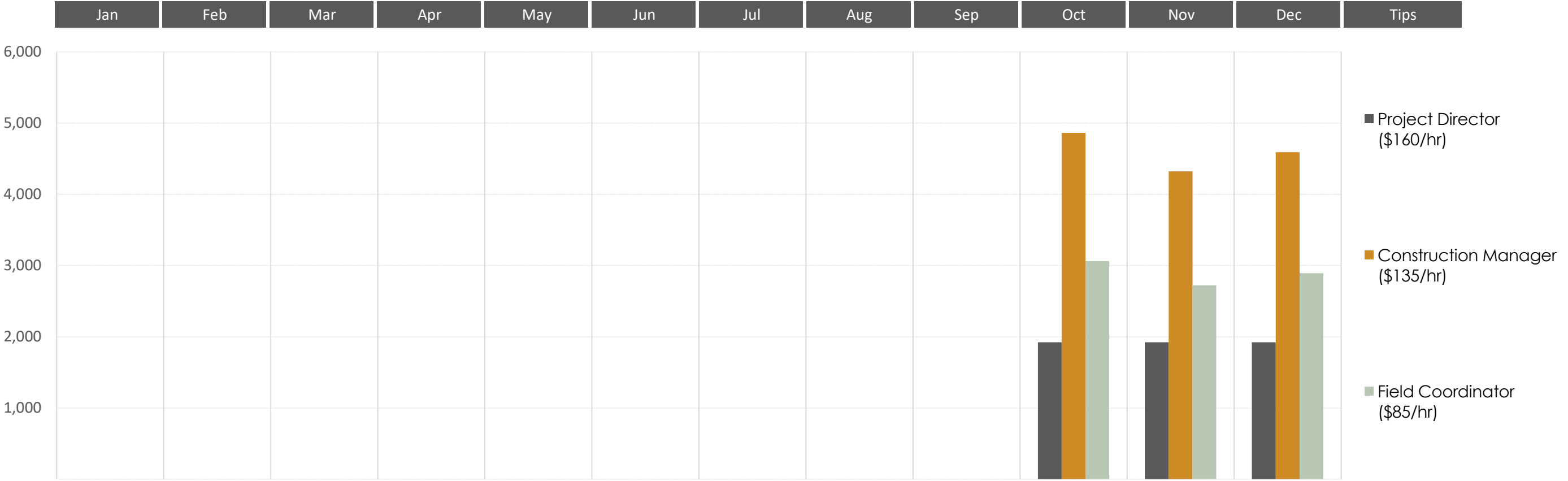
Date: \_\_\_\_\_







# Hiram Johnson HS Stadium Change Order - Oct through Dec 2022



| Expenses                        | Jan         | Feb         | Mar         | Apr         | May         | Jun         | Jul         | Aug         | Sep         | Oct             | Nov             | Dec             | Total            | Trend |
|---------------------------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-----------------|-----------------|-----------------|------------------|-------|
| Project Director (\$160/hr)     | 0.00        | 0.00        | 0.00        | 0.00        | 0.00        | 0.00        | 0.00        | 0.00        | 0.00        | 1,920.00        | 1,920.00        | 1,920.00        | 5,760.00         |       |
| Construction Manager (\$135/hr) | 0.00        | 0.00        | 0.00        | 0.00        | 0.00        | 0.00        | 0.00        | 0.00        | 0.00        | 4,860.00        | 4,320.00        | 4,590.00        | 13,770.00        |       |
| Field Coordinator (\$85/hr)     | 0.00        | 0.00        | 0.00        | 0.00        | 0.00        | 0.00        | 0.00        | 0.00        | 0.00        | 3,060.00        | 2,720.00        | 2,890.00        | 8,670.00         |       |
| <b>Total</b>                    | <b>0.00</b> | <b>0.00</b> | <b>0.00</b> | <b>0.00</b> | <b>0.00</b> | <b>0.00</b> | <b>0.00</b> | <b>0.00</b> | <b>0.00</b> | <b>9,840.00</b> | <b>8,960.00</b> | <b>9,400.00</b> | <b>28,200.00</b> |       |

# OCTOBER RESOURCES

|         |      |
|---------|------|
| Summary | Tips |
|---------|------|

| Hours        | Rate      | Amount          | Position                         | Description  |
|--------------|-----------|-----------------|----------------------------------|--------------|
| 12           | \$ 160.00 | \$ 1,920.00     | Project Director (\$160/hr)      |              |
|              | \$ 140.00 | \$ -            | Project Manager (\$140/hr)       | Construction |
| 36           | \$ 135.00 | \$ 4,860.00     | Construction Manager (\$135/hr)  | Construction |
| 36           | \$ 85.00  | \$ 3,060.00     | Field Coordinator (\$85/hr)      | Construction |
|              | \$ 85.00  | \$ -            | Contract Administrator (\$85/hr) |              |
| <b>Total</b> |           | <b>9,840.00</b> |                                  |              |

# NOVEMBER RESOURCES

|         |      |
|---------|------|
| Summary | Tips |
|---------|------|

| Hours        | Rate      | Amount          | Position                         | Description  |
|--------------|-----------|-----------------|----------------------------------|--------------|
| 12           | \$ 160.00 | \$ 1,920.00     | Project Director (\$160/hr)      |              |
|              | \$ 140.00 | \$ -            | Project Manager (\$140/hr)       | Construction |
| 32           | \$ 135.00 | \$ 4,320.00     | Construction Manager (\$135/hr)  | Construction |
| 32           | \$ 85.00  | \$ 2,720.00     | Field Coordinator (\$85/hr)      |              |
|              | \$ 85.00  | \$ -            | Contract Administrator (\$85/hr) | Construction |
| <b>Total</b> |           | <b>8,960.00</b> |                                  |              |

# DECEMBER RESOURCES

|         |      |
|---------|------|
| Summary | Tips |
|---------|------|

| Hours        | Rate      | Amount          | Position                         | Description  |
|--------------|-----------|-----------------|----------------------------------|--------------|
| 12           | \$ 160.00 | \$ 1,920.00     | Project Director (\$160/hr)      |              |
|              | \$ 140.00 | \$ -            | Project Manager (\$140/hr)       | Construction |
| 34           | \$ 135.00 | \$ 4,590.00     | Construction Manager (\$135/hr)  | Construction |
| 34           | \$ 85.00  | \$ 2,890.00     | Field Coordinator (\$85/hr)      |              |
|              | \$ 85.00  | \$ -            | Contract Administrator (\$85/hr) | Construction |
| <b>Total</b> |           | <b>9,400.00</b> |                                  |              |

# Hiram Johnson HS Stadium Change Order - Jan through March 2023



| Expenses                        | Jan             | Feb             | Mar             | Apr             | May         | Jun         | Jul         | Aug         | Sep         | Oct         | Nov         | Dec         | Total            | Trend |
|---------------------------------|-----------------|-----------------|-----------------|-----------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|------------------|-------|
| Project Director (\$160/hr)     | 2,240.00        | 1,920.00        | 1,280.00        | 960.00          | 0.00        | 0.00        | 0.00        | 0.00        | 0.00        | 0.00        | 0.00        | 0.00        | 6,400.00         |       |
| Construction Manager (\$135/hr) | 4,320.00        | 3,780.00        | 2,700.00        | 1,890.00        | 0.00        | 0.00        | 0.00        | 0.00        | 0.00        | 0.00        | 0.00        | 0.00        | 12,690.00        |       |
| Field Coordinator (\$85/hr)     | 2,720.00        | 2,380.00        | 3,060.00        | 1,700.00        | 0.00        | 0.00        | 0.00        | 0.00        | 0.00        | 0.00        | 0.00        | 0.00        | 9,860.00         |       |
| <b>Total</b>                    | <b>9,280.00</b> | <b>8,080.00</b> | <b>7,040.00</b> | <b>4,550.00</b> | <b>0.00</b> | <b>0.00</b> | <b>0.00</b> | <b>0.00</b> | <b>0.00</b> | <b>0.00</b> | <b>0.00</b> | <b>0.00</b> | <b>28,950.00</b> |       |



# JANUARY RESOURCES

|         |      |
|---------|------|
| Summary | Tips |
|---------|------|

| Hours        | Rate      | Amount          | Position                         | Description  |
|--------------|-----------|-----------------|----------------------------------|--------------|
| 14           | \$ 160.00 | \$ 2,240.00     | Project Director (\$160/hr)      | Construction |
|              | \$ 140.00 | \$ -            | Project Manager (\$140/hr)       |              |
| 32           | \$ 135.00 | \$ 4,320.00     | Construction Manager (\$135/hr)  | Construction |
| 32           | \$ 85.00  | \$ 2,720.00     | Field Coordinator (\$85/hr)      | Construction |
|              | \$ 85.00  | \$ -            | Contract Administrator (\$85/hr) |              |
| <b>Total</b> |           | <b>9,280.00</b> |                                  |              |

# FEBRUARY RESOURCES

|         |      |
|---------|------|
| Summary | Tips |
|---------|------|

| Hours        | Rate      | Amount          | Category                         | Description  |
|--------------|-----------|-----------------|----------------------------------|--------------|
| 12           | \$ 160.00 | \$ 1,920.00     | Project Director (\$160/hr)      | Construction |
|              | \$ 140.00 | \$ -            | Project Manager (\$140/hr)       |              |
| 28           | \$ 135.00 | \$ 3,780.00     | Construction Manager (\$135/hr)  | Construction |
| 28           | \$ 85.00  | \$ 2,380.00     | Field Coordinator (\$85/hr)      | Construction |
|              | \$ 85.00  | \$ -            | Contract Administrator (\$85/hr) |              |
| <b>Total</b> |           | <b>8,080.00</b> |                                  |              |

# MARCH RESOURCES

|         |      |
|---------|------|
| Summary | Tips |
|---------|------|

| Hours        | Rate      | Amount          | Position                         | Description |
|--------------|-----------|-----------------|----------------------------------|-------------|
| 8            | \$ 160.00 | \$ 1,280.00     | Project Director (\$160/hr)      | Close-out   |
|              | \$ 140.00 | \$ -            | Project Manager (\$140/hr)       |             |
| 20           | \$ 135.00 | \$ 2,700.00     | Construction Manager (\$135/hr)  | Close-out   |
| 36           | \$ 85.00  | \$ 3,060.00     | Field Coordinator (\$85/hr)      | Close-out   |
|              | \$ 85.00  | \$ -            | Contract Administrator (\$85/hr) |             |
| <b>Total</b> |           | <b>7,040.00</b> |                                  |             |

# APRIL RESOURCES

|         |      |
|---------|------|
| Summary | Tips |
|---------|------|

| Hours        | Rate      | Amount          | Position                         | Description |
|--------------|-----------|-----------------|----------------------------------|-------------|
| 6            | \$ 160.00 | \$ 960.00       | Project Director (\$160/hr)      | Close-out   |
|              | \$ 140.00 | \$ -            | Project Manager (\$140/hr)       |             |
| 14           | \$ 135.00 | \$ 1,890.00     | Construction Manager (\$135/hr)  | Close-out   |
| 20           | \$ 85.00  | \$ 1,700.00     | Field Coordinator (\$85/hr)      | Close-out   |
|              | \$ 85.00  | \$ -            | Contract Administrator (\$85/hr) |             |
| <b>Total</b> |           | <b>4,550.00</b> |                                  |             |



## Project/Construction Management Services Proposal

October 1, 2021

Mr. Chris Ralston, Director III  
Facilities Management, Maintenance & Operations, and Resource Management  
Sacramento City Unified School District  
5735 47<sup>th</sup> Ave.  
Sacramento, CA. 95824

Innovative Construction Services (ICS) is pleased to submit the following project/construction management proposal for the **Hiram Johnson HS – Stadium Lighting project**. ICS' proposal includes services for programming/preconstruction in accordance with SCUSD master agreement and attached resource sheets. The duration of this proposal is from October 2021 – October 2022.

Staff assigned to this project:  
Project Manager – Meredith Collins  
Construction Manager through programming – Paul Borcharding  
Construction Manager during construction – TBD  
Contract Admin – Stacy Gerdin

Total Fee for Services is Fifty-seven thousand Two hundred fifteen dollars (\$57,215.00).

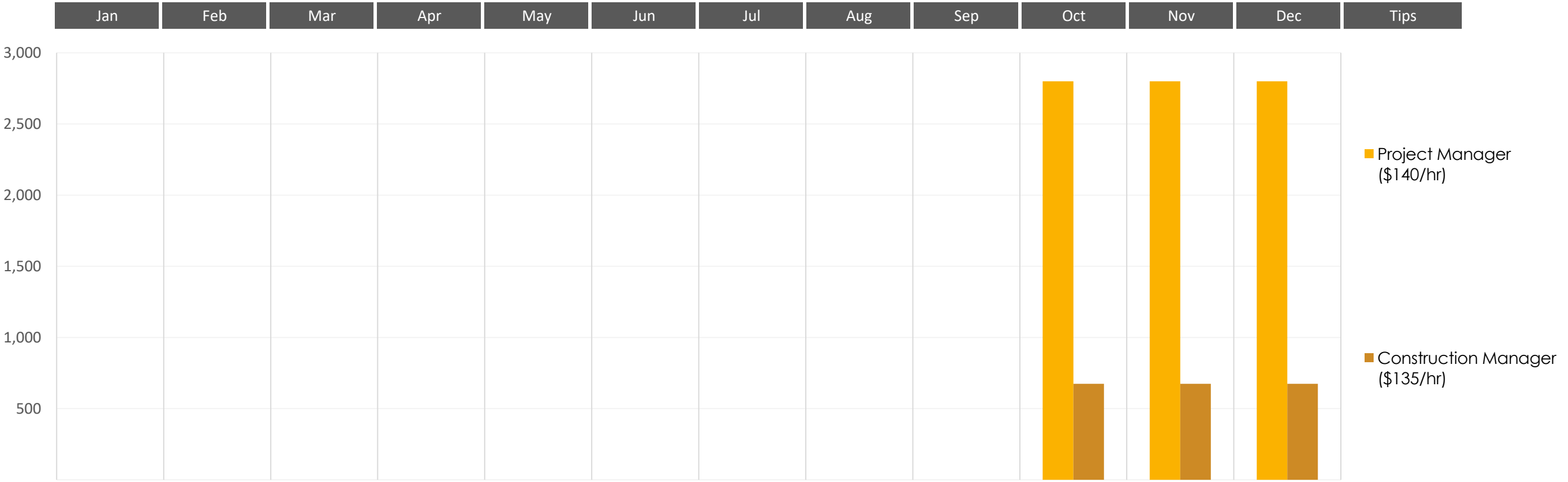
Thank you for the opportunity to submit our proposal and please don't hesitate to contact me if you have any questions.

Respectfully,

*Meredith Collins*

Meredith Collins  
Project Manager  
Innovative Construction Services, Inc.

# Hiram Johnson HS Stadium Lighting - 2021



| Expenses                        | Jan         | Feb         | Mar         | Apr         | May         | Jun         | Jul         | Aug         | Sep         | Oct             | Nov             | Dec             | Total            | Trend |
|---------------------------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-----------------|-----------------|-----------------|------------------|-------|
| Project Manager (\$140/hr)      | 0.00        | 0.00        | 0.00        | 0.00        | 0.00        | 0.00        | 0.00        | 0.00        | 0.00        | 2,800.00        | 2,800.00        | 2,800.00        | 8,400.00         |       |
| Construction Manager (\$135/hr) | 0.00        | 0.00        | 0.00        | 0.00        | 0.00        | 0.00        | 0.00        | 0.00        | 0.00        | 675.00          | 675.00          | 675.00          | 2,025.00         |       |
| <b>Total</b>                    | <b>0.00</b> | <b>0.00</b> | <b>0.00</b> | <b>0.00</b> | <b>0.00</b> | <b>0.00</b> | <b>0.00</b> | <b>0.00</b> | <b>0.00</b> | <b>3,475.00</b> | <b>3,475.00</b> | <b>3,475.00</b> | <b>10,425.00</b> |       |

# OCTOBER RESOURCES

|         |      |
|---------|------|
| Summary | Tips |
|---------|------|

| Hours        | Rate      | Amount          | Position                         | Description                        |
|--------------|-----------|-----------------|----------------------------------|------------------------------------|
| 0            | \$ 160.00 | \$ -            | Project Director (\$160/hr)      |                                    |
| 20           | \$ 140.00 | \$ 2,800.00     | Project Manager (\$140/hr)       | Project Kick-off / CD Coordination |
| 5            | \$ 135.00 | \$ 675.00       | Construction Manager (\$135/hr)  | Project Kick-off / CD Coordination |
| 0            | \$ 85.00  | \$ -            | Contract Administrator (\$85/hr) |                                    |
| <b>Total</b> |           | <b>3,475.00</b> |                                  |                                    |



# NOVEMBER RESOURCES

|         |      |
|---------|------|
| Summary | Tips |
|---------|------|

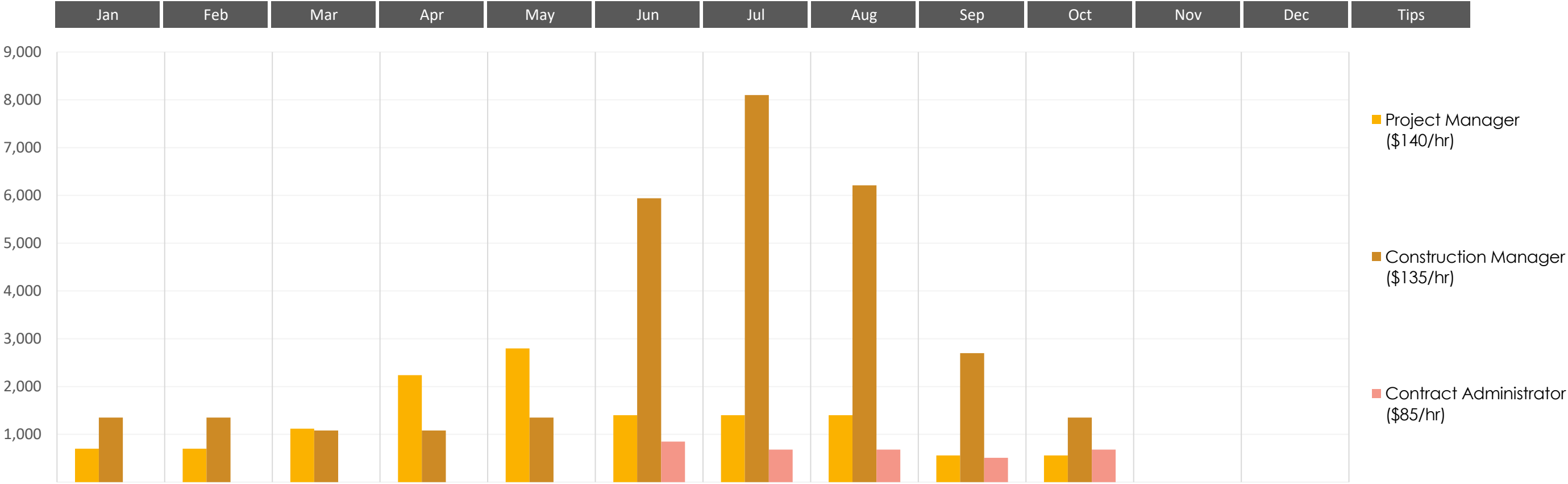
| Hours        | Rate      | Amount          | Position                         | Description                      |
|--------------|-----------|-----------------|----------------------------------|----------------------------------|
| 0            | \$ 160.00 | \$ -            | Project Director (\$160/hr)      |                                  |
| 20           | \$ 140.00 | \$ 2,800.00     | Project Manager (\$140/hr)       | CD Coordination & Dist Standards |
| 5            | \$ 135.00 | \$ 675.00       | Construction Manager (\$135/hr)  | CD Coordination                  |
| 0            | \$ 85.00  | \$ -            | Contract Administrator (\$85/hr) |                                  |
| <b>Total</b> |           | <b>3,475.00</b> |                                  |                                  |

# DECEMBER RESOURCES

|         |      |
|---------|------|
| Summary | Tips |
|---------|------|

| Hours        | Rate      | Amount          | Position                         | Description                        |
|--------------|-----------|-----------------|----------------------------------|------------------------------------|
| 0            | \$ 160.00 | \$ -            | Project Director (\$160/hr)      |                                    |
| 20           | \$ 140.00 | \$ 2,800.00     | Project Manager (\$140/hr)       | DSA submittal & Front end doc prep |
| 5            | \$ 135.00 | \$ 675.00       | Construction Manager (\$135/hr)  | DSA submittal                      |
| 0            | \$ 85.00  | \$ -            | Contract Administrator (\$85/hr) |                                    |
| <b>Total</b> |           | <b>3,475.00</b> |                                  |                                    |

# Hiram Johnson HS Stadium Lighting - 2022



| Expenses                         | Jan             | Feb             | Mar             | Apr             | May             | Jun             | Jul              | Aug             | Sep             | Oct             | Nov         | Dec         | Total            | Trend |
|----------------------------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|------------------|-----------------|-----------------|-----------------|-------------|-------------|------------------|-------|
| Project Manager (\$140/hr)       | 700.00          | 700.00          | 1,120.00        | 2,240.00        | 2,800.00        | 1,400.00        | 1,400.00         | 1,400.00        | 560.00          | 560.00          | 0.00        | 0.00        | 12,880.00        |       |
| Construction Manager (\$135/hr)  | 1,350.00        | 1,350.00        | 1,080.00        | 1,080.00        | 1,350.00        | 5,940.00        | 8,100.00         | 6,210.00        | 2,700.00        | 1,350.00        | 0.00        | 0.00        | 30,510.00        |       |
| Contract Administrator (\$85/hr) | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 850.00          | 680.00           | 680.00          | 510.00          | 680.00          | 0.00        | 0.00        | 3,400.00         |       |
| <b>Total</b>                     | <b>2,050.00</b> | <b>2,050.00</b> | <b>2,200.00</b> | <b>3,320.00</b> | <b>4,150.00</b> | <b>8,190.00</b> | <b>10,180.00</b> | <b>8,290.00</b> | <b>3,770.00</b> | <b>2,590.00</b> | <b>0.00</b> | <b>0.00</b> | <b>46,790.00</b> |       |

# JANUARY RESOURCES

|         |      |
|---------|------|
| Summary | Tips |
|---------|------|

| Hours        | Rate      | Amount          | Position                         | Description                           |
|--------------|-----------|-----------------|----------------------------------|---------------------------------------|
| 0            | \$ 160.00 | \$ -            | Project Director (\$160/hr)      |                                       |
| 5            | \$ 140.00 | \$ 700.00       | Project Manager (\$140/hr)       | DSA Submittal Coordination            |
| 10           | \$ 135.00 | \$ 1,350.00     | Construction Manager (\$135/hr)  | DSA Submittal constructability review |
| 0            | \$ 85.00  | \$ -            | Contract Administrator (\$85/hr) |                                       |
| <b>Total</b> |           | <b>2,050.00</b> |                                  |                                       |

# FEBRUARY RESOURCES

|         |      |
|---------|------|
| Summary | Tips |
|---------|------|

| Hours        | Rate      | Amount          | Category                         | Description                           |
|--------------|-----------|-----------------|----------------------------------|---------------------------------------|
| 0            | \$ 160.00 | \$ -            | Project Director (\$160/hr)      |                                       |
| 5            | \$ 140.00 | \$ 700.00       | Project Manager (\$140/hr)       | DSA Submittal Coordination            |
| 10           | \$ 135.00 | \$ 1,350.00     | Construction Manager (\$135/hr)  | DSA Submittal constructability review |
| 0            | \$ 85.00  | \$ -            | Contract Administrator (\$85/hr) |                                       |
| <b>Total</b> |           | <b>2,050.00</b> |                                  |                                       |

# MARCH RESOURCES

|         |      |
|---------|------|
| Summary | Tips |
|---------|------|

| Hours        | Rate      | Amount          | Position                         | Description         |
|--------------|-----------|-----------------|----------------------------------|---------------------|
| 0            | \$ 160.00 | \$ -            | Project Director (\$160/hr)      |                     |
| 8            | \$ 140.00 | \$ 1,120.00     | Project Manager (\$140/hr)       | Design Coordination |
| 8            | \$ 135.00 | \$ 1,080.00     | Construction Manager (\$135/hr)  | Design Coordination |
| 0            | \$ 85.00  | \$ -            | Contract Administrator (\$85/hr) |                     |
| <b>Total</b> |           | <b>2,200.00</b> |                                  |                     |

# APRIL RESOURCES

|         |      |
|---------|------|
| Summary | Tips |
|---------|------|

| Hours        | Rate      | Amount          | Position                         | Description                     |
|--------------|-----------|-----------------|----------------------------------|---------------------------------|
| 0            | \$ 160.00 | \$ -            | Project Director (\$160/hr)      |                                 |
| 16           | \$ 140.00 | \$ 2,240.00     | Project Manager (\$140/hr)       | DSA approval / Bid Coordination |
| 8            | \$ 135.00 | \$ 1,080.00     | Construction Manager (\$135/hr)  | DSA approval / Bid Coordination |
| 0            | \$ 85.00  | \$ -            | Contract Administrator (\$85/hr) |                                 |
| <b>Total</b> |           | <b>3,320.00</b> |                                  |                                 |



# MAY RESOURCES

|         |      |
|---------|------|
| Summary | Tips |
|---------|------|

| Hours        | Rate      | Amount          | Category                         | Description                    |
|--------------|-----------|-----------------|----------------------------------|--------------------------------|
| 0            | \$ 160.00 | \$ -            | Project Director (\$160/hr)      |                                |
| 20           | \$ 140.00 | \$ 2,800.00     | Project Manager (\$140/hr)       | Bid/Award                      |
| 10           | \$ 135.00 | \$ 1,350.00     | Construction Manager (\$135/hr)  | Bid/Award/Pre-Construction Mtg |
| 0            | \$ 140.00 | \$ -            | Scheduler (\$140/hr)             |                                |
| 0            | \$ 85.00  | \$ -            | Field Coordinator (\$85/hr)      |                                |
| 0            | \$ 85.00  | \$ -            | Contract Administrator (\$85/hr) |                                |
| <b>Total</b> |           | <b>4,150.00</b> |                                  |                                |

# JUNE RESOURCES

|         |      |
|---------|------|
| Summary | Tips |
|---------|------|

| Hours        | Rate      | Amount          | Position                         | Description             |
|--------------|-----------|-----------------|----------------------------------|-------------------------|
| 0            | \$ 160.00 | \$ -            | Project Director (\$160/hr)      |                         |
| 10           | \$ 140.00 | \$ 1,400.00     | Project Manager (\$140/hr)       | Construction            |
| 44           | \$ 135.00 | \$ 5,940.00     | Construction Manager (\$135/hr)  | Construction (2hrs/day) |
| 0            | \$ 140.00 | \$ -            | Scheduler (\$140/hr)             |                         |
| 0            | \$ 85.00  | \$ -            | Field Coordinator (\$85/hr)      |                         |
| 10           | \$ 85.00  | \$ 850.00       | Contract Administrator (\$85/hr) | Construction            |
| <b>Total</b> |           | <b>8,190.00</b> |                                  |                         |

# JULY RESOURCES

|         |      |
|---------|------|
| Summary | Tips |
|---------|------|

| Hours        | Rate      | Amount           | Position                         | Description             |
|--------------|-----------|------------------|----------------------------------|-------------------------|
| 0            | \$ 160.00 | \$ -             | Project Director (\$160/hr)      |                         |
| 10           | \$ 140.00 | \$ 1,400.00      | Project Manager (\$140/hr)       | Construction            |
| 60           | \$ 135.00 | \$ 8,100.00      | Construction Manager (\$135/hr)  | Construction (3hrs/day) |
| 0            | \$ 140.00 | \$ -             | Scheduler (\$140/hr)             |                         |
| 0            | \$ 85.00  | \$ -             | Field Coordinator (\$85/hr)      |                         |
| 8            | \$ 85.00  | \$ 680.00        | Contract Administrator (\$85/hr) | Construction            |
| <b>Total</b> |           | <b>10,180.00</b> |                                  |                         |

# AUGUST RESOURCES

|         |      |
|---------|------|
| Summary | Tips |
|---------|------|

| Hours        | Rate      | Amount          | Position                         | Description               |
|--------------|-----------|-----------------|----------------------------------|---------------------------|
| 0            | \$ 160.00 | \$ -            | Project Director (\$160/hr)      |                           |
| 10           | \$ 140.00 | \$ 1,400.00     | Project Manager (\$140/hr)       | Construction/Punchlist    |
| 46           | \$ 135.00 | \$ 6,210.00     | Construction Manager (\$135/hr)  | Const/Punchlist(2hrs/day) |
| 0            | \$ 140.00 | \$ -            | Scheduler (\$140/hr)             |                           |
| 0            | \$ 85.00  | \$ -            | Field Coordinator (\$85/hr)      |                           |
| 8            | \$ 85.00  | \$ 680.00       | Contract Administrator (\$85/hr) | Construction/Punchlist    |
| <b>Total</b> |           | <b>8,290.00</b> |                                  |                           |

# SEPTEMBER RESOURCES

|         |      |
|---------|------|
| Summary | Tips |
|---------|------|

| Hours        | Rate      | Amount          | Position                         | Description         |
|--------------|-----------|-----------------|----------------------------------|---------------------|
| 0            | \$ 160.00 | \$ -            | Project Director (\$160/hr)      |                     |
| 4            | \$ 140.00 | \$ 560.00       | Project Manager (\$140/hr)       | Close-out           |
| 20           | \$ 135.00 | \$ 2,700.00     | Construction Manager (\$135/hr)  | Close-out (1hr/day) |
| 0            | \$ 140.00 | \$ -            | Scheduler (\$140/hr)             |                     |
| 0            | \$ 85.00  | \$ -            | Field Coordinator (\$85/hr)      |                     |
| 6            | \$ 85.00  | \$ 510.00       | Contract Administrator (\$85/hr) | Close-out           |
| <b>Total</b> |           | <b>3,770.00</b> |                                  |                     |

# OCTOBER RESOURCES

|         |      |
|---------|------|
| Summary | Tips |
|---------|------|

| Hours        | Rate      | Amount          | Position                         | Description           |
|--------------|-----------|-----------------|----------------------------------|-----------------------|
| 0            | \$ 160.00 | \$ -            | Project Director (\$160/hr)      |                       |
| 4            | \$ 140.00 | \$ 560.00       | Project Manager (\$140/hr)       | Close-out             |
| 10           | \$ 135.00 | \$ 1,350.00     | Construction Manager (\$135/hr)  | Close-out (30min/day) |
| 0            | \$ 140.00 | \$ -            | Scheduler (\$140/hr)             |                       |
| 0            | \$ 85.00  | \$ -            | Field Coordinator (\$85/hr)      |                       |
| 8            | \$ 85.00  | \$ 680.00       | Contract Administrator (\$85/hr) | Close-out             |
| <b>Total</b> |           | <b>2,590.00</b> |                                  |                       |



REQUEST FOR PROGRAM APPROACH CHANGE AND/OR BUDGET MODIFICATION

Delegate/Partner: Sacramento City Unified School District

Funding Source: CRRSA 5245

Agreement Number: 21C5551S0ARP-CR Date: September 8, 2022

---

I. I/We are requesting the following exhibit(s), attached to the agreement contract referenced above, be modified:

\*Please check the type of request

- a) Program Options (requires ACF approval)
- b) Budget (within current year) (requires ACF approval for equipment or fixed assets)
- c) Budget Carryover (requires ACF approval)
- d) Calendar (requires Notification only)
- e) Change in Centers/Temporary closure
- f) Summary of Federal Funds
- g) Other: \_\_\_\_\_

II. The requested changes are:

Requested Changes (Please identify what is in the original agreement and describe the change being requested):

Requesting to move \$35,556.00 from Supplies to Salaries, Fringe Benefits and Other to help cover the cost of Salaries and Benefits for fiscal year 2022-2023.

\$20,000.00 from Supplies to Personnel  
\$15,026.00 from Supplies to Fringe Benefits  
\$530.00 from Supplies to other.



REQUEST FOR PROGRAM APPROACH CHANGE AND/OR BUDGET MODIFICATION  
(Continued)

III. The requested changes are justified based on the following:

We are requesting that funds be moved from Supplies to Personnel and Benefits to help cover the increased costs of salaries, benefits and the increased cost of living for FY22-23.

*Per Program Instructions ACF-PI-HS-21-03, ARP funds are allowed to use for supporting Head Start employees for personnel cost (fringe).*

*The amount of \$ 530 from Supplies to Other will be used to cover additional expenses related to additional mileage for staff and custodians.*

IV. Budget Modification – Please complete this section if: 1) there are revisions in the budget as a result of the program approach change or 2) the request is specific to a Budget Modification.

NOTE: A Budget Narrative is required to be submitted with the updated Budget Worksheet

| GRANT # <u>21C5551SOARP-CR</u> <i>09HE 000671</i> |                |                     |                |
|---|----------------|---------------------|----------------|
| Cost Category/Item Description                    | Current Budget | Budget Modification | Updated Budget |
| Personnel   | 64,032.00      | 20,000.00           | 84,032.00      |
| Fringe Benefits                                   | 80,590.00      | 15,026.00           | 95,616.00      |
| Travel  |                |                     |                |
| Equipment   |                |                     |                |
| Supplies  | 70,026.00      | -35,556.00          | 34,470.00      |
| Contractual                                       |                |                     |                |
| Construction                                      |                |                     |                |
| Other   | 10,384.00      | 530.00              | 10,914.00      |
| TOTAL   | 225,032.00     |                     | 225,032.00     |

IV. I am authorizing that this request be submitted to SETA on behalf of the program referenced above and do so pursuant to the Resolution Authorizing Execution of Service Provider Subgrant/Delegate Agency Agreement/Service Contract from the Sacramento Employment and Training Agency included in this agreement contract.

DATE: September 9, 2022

**Melissa Sigars**  
Digitally signed by Melissa Sigars  
Date: 2022.09.09 13:17:10 -07'00'  
(Authorized Signature)

Melissa Sigars  
(Typed Name)

Director III, Early Learning and Care  
(Title)

REQUEST PROGRAM APPROACH CHANGE AND/OR BUDGET MODIFICATION  
(Continued)

APPROVED BY POLICY COMMITTEE (if required):

DATE OF MEETING: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Chairperson, Policy Committee)

\_\_\_\_\_  
(Typed Name)

APPROVED BY GRANTEE:

DATE: 9-15-22

  
\_\_\_\_\_  
(Denise Lee, Head Start Deputy Director)

*For Internal Use Only*

Tracking:

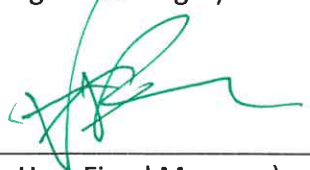
Date Received: \_\_\_\_\_

Date Approved: 9-20-22

Date Approved: 10/20/22

Comments:

  
\_\_\_\_\_  
(CFS Program Manager)

  
\_\_\_\_\_  
(Victor Han, Fiscal Manager)

**IV. I am authorizing that this request be submitted to SETA on behalf of the program referenced above and do so pursuant to the Resolution Authorizing Execution of Service Provider Subgrant/Delegate Agency Agreement/Service Contract from the Sacramento Employment and Training Agency included in this agreement contract.**

DATE: \_\_\_\_\_  
\_\_\_\_\_ (Authorized Signature)

\_\_\_\_\_  
(Typed Name)

\_\_\_\_\_  
(Title)

**APPROVED BY POLICY COMMITTEE** (See instruction if required):

DATE OF MEETING: \_\_\_\_\_

DATE: \_\_\_\_\_  
\_\_\_\_\_ (Signature of Chairperson, Policy Committee)

\_\_\_\_\_  
(Typed Name)

**APPROVED BY GOVERNING BODY** (See instructions if required):

DATE OF MEETING: \_\_\_\_\_

DATE: \_\_\_\_\_  
\_\_\_\_\_ (Signature of Chairperson, Board of Trustee or Board of Directors)

\_\_\_\_\_  
(Typed Name)



REQUEST FOR PROGRAM APPROACH CHANGE AND/OR BUDGET MODIFICATION

Delegate/Partner: \_\_\_\_\_

Funding Source:  Head Start  Early Head Start  Both

Agreement Number: \_\_\_\_\_ Date: \_\_\_\_\_

---

**I. I/We are requesting the following exhibit(s), attached to the agreement contract referenced above, be modified:**

*Please check the type of request(s):*

- Program Options**
- Budget Modification** (changing the dollar amount between cost categories)

*For Program Year: \_\_\_\_\_*

*Does this involve the purchase of a fixed asset?  Yes  No*

*(ACF approval required for all fixed asset purchases)*

*Will the project be over \$250,000?  Yes  No*

*(1303 Facilities Renovation/Repair Application will be required)*

- Budget Carryover**  
*From Program Year: \_\_\_\_\_ to Program Year \_\_\_\_\_*  
*(Requires ACF approval)*

**Change in service days / Calendar Change**

**Change in Centers / Temporary Closure**

**Class-size Waiver Request** (to enroll up to 24 children in a class(es))  
*(Requires ACF approval)*

**One-time Health and Safety Program Improvement Funding Request** (pending available funds)

**Other:** \_\_\_\_\_

**II. Please identify what is in the original agreement and describe the change being requested.**

REQUEST FOR PROGRAM APPROACH CHANGE AND/OR BUDGET MODIFICATION

(Continued)

III. The requested changes are justified based on the following:

IV. For a Budget Modification – Please complete this section if: 1) there are revisions in the budget as a result of the program approach change or 2) the request is specific to a Budget Modification.

*NOTE: A Budget Narrative is required to be submitted with the updated Budget Worksheet*

| Program Year _____  |                 | Grant #: 09CH010182 |                |
|---|-----------------|---------------------|----------------|
| Cost Category/Item Description                                | Original Budget | Budget Modification | Updated Budget |
| Personnel   |                 |                     |                |
| Fringe Benefits   |                 |                     |                |
| Travel  |                 |                     |                |
| Equipment   |                 |                     |                |
| Supplies  |                 |                     |                |
| Contractual   |                 |                     |                |
| Construction  |                 |                     |                |
| Other   |                 |                     |                |
| <b>TOTAL</b>  |                 |                     |                |
| <b>Non-Federal Share</b> <i>(for Carryover Requests Only)</i> |                 |                     |                |
| Non-Federal Share   | Original Budget | Budget Modification | Updated Budget |
|   |                 |                     |                |
| Please describe how agency will obtain the Non-Federal Share: |                 |                     |                |

**IV. I am authorizing that this request be submitted to SETA on behalf of the program referenced above and do so pursuant to the Resolution Authorizing Execution of Service Provider Subgrant/Delegate Agency Agreement/Service Contract from the Sacramento Employment and Training Agency included in this agreement contract.**

DATE: \_\_\_\_\_  
\_\_\_\_\_ (Authorized Signature)

\_\_\_\_\_  
(Typed Name)

\_\_\_\_\_  
(Title)

**APPROVED BY POLICY COMMITTEE** (See instruction if required):

DATE OF MEETING: \_\_\_\_\_

DATE: \_\_\_\_\_  
\_\_\_\_\_ (Signature of Chairperson, Policy Committee)

\_\_\_\_\_  
(Typed Name)

**APPROVED BY GOVERNING BODY** (See instructions if required):

DATE OF MEETING: \_\_\_\_\_

DATE: \_\_\_\_\_  
\_\_\_\_\_ (Signature of Chairperson, Board of Trustee or Board of Directors)

\_\_\_\_\_  
(Typed Name)



**APPROVED BY GRANTEE:**

DATE: \_\_\_\_\_

\_\_\_\_\_  
(Denise Lee, Head Start Deputy Director)

*For Internal Use Only*

Tracking:

Date Received: \_\_\_\_\_

\_\_\_\_\_  
(CFS Program Officer/Administration)

Date Approved: \_\_\_\_\_

Date Approved: \_\_\_\_\_

\_\_\_\_\_  
(Victor Han, Fiscal Manager)

Comments:

# SACRAMENTO EMPLOYMENT & TRAINING AGENCY

## POLICY AND PROCEDURES

### PROGRAM CHANGE AND/OR BUDGET MODIFICATION

#### I. PURPOSE

To revise existing policy for Head Start Budget to be in compliance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards set forth in 45 CFR Part 75.

#### II. REFERENCE

45 CFR Part 75.308

#### III. SETA REQUIREMENTS

There are Federal and SETA-imposed requirements when there is a change or deviation from the approved budget, project scope or objective. Items in **bold** type are specific to SETA.

#### IV. POLICY

It is the policy of the Sacramento Employment & Training Agency that all Head Start delegates and partners adhere to the following procedure.

#### V. PROCEDURE

The budgets included in SETA Contracts are estimates of the expenses to be incurred in providing the services described in the contract. Actual costs will almost certainly vary in amount and category from the original estimates. Except as identified below, SETA will reimburse all necessary, reasonable, allowable, allocable costs which do not exceed the total amount of a contract budget without requiring a budget modification.

A program approach change or budget modification must be requested by completing and submitting a *“Request for Program Approach Change and/or Budget Modification”* to the SETA Contracts Unit after receiving approvals from the SETA Head Start Administrative and Fiscal Departments. A request should be submitted in any instance where the following criteria are met:

##### 1. *Service Effect/Program Approach*

Any revision of the scope or objectives of the program, regardless of whether there is an associated budget revision, requiring prior approval. For example, a reduction in the level of child services or parent services is a change in the scope of the program and requires prior approval. Prior to taking an action, delegates/subgrantees should consult with SETA Head Start’s Administrative staff on any changes which could have an effect upon the services provided under the contract.

##### 2. *Total Budget*

Any increase or decrease in total amount of the budget. Any such changes will have a corresponding effect on the amount of non-federal share requirement.

##### 3. *Line Items*

Cumulative transfers between direct cost categories: i.e. Personnel, Fringe Benefits, Travel, Equipment, Supplies, Contractual, Construction, Other, of **10%** of the total budget or **\$50,000** **whichever is less.**

*4. Administrative Allocation*

**A budget modification shall not increase the total administrative allocation approved in the original budget. Therefore, a modification increasing any line item in administrative costs must be offset by a reduction of another line item in administrative costs. However, underspent administrative costs may be utilized for program costs.**

*5. Fixed Assets*

**The addition of any capital assets or capital expenditures as defined in 45 CFR Part 75.2.**



REQUEST FOR PROGRAM APPROACH CHANGE AND/OR BUDGET MODIFICATION

Delegate/Partner: \_\_\_\_\_

Funding Source:  Head Start  Early Head Start  Both

Agreement Number: \_\_\_\_\_ Date: \_\_\_\_\_

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*For Program Year:* \_\_\_\_\_

*Does this involve the purchase of a fixed asset?*  Yes  No

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*From Program Year:* \_\_\_\_\_ *to Program Year* \_\_\_\_\_

*(Requires ACF approval)*

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(Continued)

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|---|-----------------|---------------------|----------------|
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| Fringe Benefits   |                 |                     |                |
| Travel  |                 |                     |                |
| Equipment   |                 |                     |                |
| Supplies  |                 |                     |                |
| Contractual   |                 |                     |                |
| Construction  |                 |                     |                |
| Other   |                 |                     |                |
| <b>TOTAL</b>  |                 |                     |                |
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DATE: \_\_\_\_\_  
\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Typed Name)

\_\_\_\_\_  
(Title)

**APPROVED BY POLICY COMMITTEE** (See instruction if required):

DATE OF MEETING: \_\_\_\_\_

DATE: \_\_\_\_\_  
\_\_\_\_\_  
(Signature of Chairperson, Policy Committee)

\_\_\_\_\_  
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**APPROVED BY GOVERNING BODY** (See instructions if required):

DATE OF MEETING: \_\_\_\_\_

DATE: \_\_\_\_\_  
\_\_\_\_\_  
(Signature of Chairperson, Board of Trustee or Board of Directors)

\_\_\_\_\_  
(Typed Name)

**APPROVED BY GRANTEE:**

DATE: \_\_\_\_\_

\_\_\_\_\_  
(Denise Lee, Head Start Deputy Director)

*For Internal Use Only*

Tracking:

Date Received: \_\_\_\_\_

\_\_\_\_\_  
(CFS Program Officer/Administration)

Date Approved: \_\_\_\_\_

Date Approved: \_\_\_\_\_

\_\_\_\_\_  
(Victor Han, Fiscal Manager)

Comments:



# SACRAMENTO EMPLOYMENT & TRAINING AGENCY

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### PROGRAM CHANGE AND/OR BUDGET MODIFICATION

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**The addition of any capital assets or capital expenditures as defined in 45 CFR Part 75.2.**



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 11.1b

**Meeting Date:** November 3, 2022

**Subject:** Approve Personnel Transactions

- Information Item Only
- Approval on Consent Agenda
- Conference (for discussion only)
- Conference/First Reading (Action Anticipated: \_\_\_\_\_)
- Conference/Action
- Action
- Public Hearing

**Division:** Human Resources Services

**Recommendation:** Approve Personnel Transactions

**Background/Rationale:** None

**Financial Considerations:** None

**LCAP Goal(s):** Safe, Clean and Healthy Schools

**Documents Attached:**

1. Certificated Personnel Transactions Dated November 3, 2022
2. Classified Personnel Transactions Dated November 3, 2022

**Estimated Time of Presentation:** N/A

**Submitted by:** Cancy McArn, Ed.D, Chief Human Resources Officer

**Approved by:** Jorge A Aguilar, Superintendent

**Attachment 1: CERTIFICATED 11/3/2022**

| NameLast                | NameFirst   | JobPerm | JobClass                       | PrimeSite                    | BegDate    | EndDate   | Comment                   |
|-------------------------|-------------|---------|--------------------------------|------------------------------|------------|-----------|---------------------------|
| <b>EMPLOY/ REEMPLOY</b> |             |         |                                |                              |            |           |                           |
| COREY                   | MEGAN       | B       | Training Specialist            | ETHEL PHILLIPS ELEMENTARY    | 9/30/2022  | 6/30/2023 | EMPLOY PROB 9/30/22       |
| CUNANAN                 | JOY         | B       | School Nurse                   | HEALTH SERVICES              | 10/3/2022  | 6/30/2023 | EMPLOY PROB 10/3/22       |
| DALY NGUYEN             | CATHERINE   | B       | Teacher, Spec Ed               | WOODBINE ELEMENTARY SCHOOL   | 8/29/2022  | 6/30/2023 | EMPLOY PROB 8/29/22       |
| FANANAPAZIR             | MELODY      | B       | School Psychologist            | SPECIAL EDUCATION DEPARTMENT | 10/19/2022 | 6/30/2023 | EMPLOY PROB 10/19/22      |
| GALBRAITH               | CARLA       | B       | Principal, Elem/Charter Schl   | BOWLING GREEN ELEMENTARY     | 10/3/2022  | 6/30/2023 | EMPLOY PROB 10/3/22       |
| GILDERSLEEVE            | KAJUANA     | 0       | Teacher, Elementary            | PARKWAY ELEMENTARY SCHOOL    | 10/20/2022 | 6/30/2023 | EMPLOY PROB 10/20/22      |
| HARDAWAY                | KUYLER      | B       | Teacher, Resource, Special Ed. | JOHN F. KENNEDY HIGH SCHOOL  | 10/12/2022 | 6/30/2023 | EMPLOY PROB 10/12/22      |
| HILL                    | STEPHEN     | 0       | Teacher, High School           | JOHN F. KENNEDY HIGH SCHOOL  | 9/1/2022   | 6/30/2023 | EMPLOY PROB 9/1/22        |
| IGLESIAS                | FABIAN      | B       | Counselor, High School         | HIRAM W. JOHNSON HIGH SCHOOL | 9/22/2022  | 6/30/2023 | AMEND EMPLOY PROB 9/22/22 |
| KOSAKOWSKI              | CRISTINA    | B       | Assistant Principal, Elem Sch  | ETHEL I. BAKER ELEMENTARY    | 10/5/2022  | 6/30/2023 | REEMPLOY PROB1 10/5/22    |
| LOBUE                   | TINA        | B       | Teacher, Resource, Special Ed. | CROCKER/RIVERSIDE ELEMENTARY | 10/17/2022 | 6/30/2023 | EMPLOY PROB 10/17/22      |
| MATHANY                 | CHRISTOPHER | B       | Teacher, Elementary            | NEW JOSEPH BONNHEIM          | 10/3/2022  | 6/30/2023 | EMPLOY PROB 10/3/22       |
| MAURER                  | DAWN        | B       | Teacher, Elementary            | ABRAHAM LINCOLN ELEMENTARY   | 10/3/2022  | 6/30/2023 | EMPLOY PROB 10/3/22       |
| MCCOY MCFIELDS          | CARLOS      | B       | Teacher, Traveling Music       | MUSIC SECTION                | 11/1/2022  | 6/30/2023 | EMPLOY PROB 11/1/22       |
| PORTER WHITENER         | AMANDA      | B       | Teacher, Resource, Special Ed. | NEW JOSEPH BONNHEIM          | 10/24/2022 | 6/30/2023 | EMPLOY PROB 10/24/22      |
| RIOS                    | MARCOS      | B       | Warehouse Worker               | DISTRIBUTION SERVICES        | 10/4/2022  | 6/30/2023 | EMPLOY PROB 10/4/22       |
| SHIDELER                | LOGAN       | B       | School Social Worker           | STUDENT SUPPORT&HEALTH SRVCS | 10/3/2022  | 6/30/2023 | EMPLOY PROB 10/3/22       |
| SMITH                   | TONY        | B       | Teacher, High School           | WEST CAMPUS                  | 10/10/2022 | 6/30/2023 | EMPLOY PROB 10/10/22      |
| VREELAND                | BECKY       | B       | Teacher, Resource, Special Ed. | THE MET                      | 9/6/2022   | 9/27/2022 | EMPLOY PROB 9/6/22        |

**LEAVES**

|                |           |   |                            |                                |            |            |                                       |
|----------------|-----------|---|----------------------------|--------------------------------|------------|------------|---------------------------------------|
| AGUILERA       | FRANCISCO | A | Teacher, High School       | HIRAM W. JOHNSON HIGH SCHOOL   | 10/31/2022 | 12/2/2022  | LOA (PD) FMLA/CFRA 10/31-12/2/22      |
| ALVAREZ IBARRA | DANIEL    | A | Teacher, High School       | THE MET                        | 10/7/2022  | 6/30/2023  | LOA (PD) ADMIN EFF 10/7/22            |
| BOOK           | STEPHANIE | A | Teacher, Elementary        | PARKWAY ELEMENTARY SCHOOL      | 10/1/2022  | 10/31/2022 | AMEND LOA (PD) 10/1-31/22             |
| BOOK           | STEPHANIE | A | Teacher, Elementary        | PARKWAY ELEMENTARY SCHOOL      | 11/1/2022  | 2/10/2023  | AMEND LOA (PD) FMLA/CFRA 11/1-2/10/23 |
| CULL           | LEIGH     | B | Teacher, Middle School     | KIT CARSON INTL ACADEMY        | 8/11/2022  | 6/30/2023  | ADMIN LOA RTN (UNPD) 8/11/22          |
| EBERLE         | CYNTHIA   | A | Teacher, Elementary        | PONY EXPRESS ELEMENTARY SCHOOL | 9/30/2022  | 12/30/2022 | LOA (PD) 9/30-12/30/22                |
| JOHNS          | AMY       | A | Teacher, Elementary        | OAK RIDGE ELEMENTARY SCHOOL    | 9/7/2022   | 10/16/2022 | AMEND LOA (PD) FMLA 9/7-10/16/22      |
| JOHNS          | AMY       | A | Teacher, Elementary        | OAK RIDGE ELEMENTARY SCHOOL    | 10/17/2022 | 12/4/2022  | EXT LOA (PD) FMLA 10/17-12/4/22       |
| KATO           | MANABU    | A | Teacher, Elementary        | CAROLINE WENZEL ELEMENTARY     | 9/20/2022  | 10/31/2022 | LOA (PD) 9/20-10/31/22                |
| KULBIDYUK      | TAISIYA   | A | School Psychologist        | SPECIAL EDUCATION DEPARTMENT   | 7/1/2022   | 3/3/2023   | EXT LOA (PD) 7/1/22-3/3/23            |
| LOMBARDI       | STACEY    | A | Teacher, K-8               | LEONARDO da VINCI ELEMENTARY   | 7/1/2022   | 6/30/2023  | LOA (UNPD) 7/1-6/30/23                |
| MC DONIELS     | MICHAEL   | A | Teacher, Middle School     | CALIFORNIA MIDDLE SCHOOL       | 10/7/2022  | 6/30/2023  | ADMIN LOA (PD) 10/7/22                |
| MEDINA         | MELISSA   | 0 | Teacher, Spec Ed           | C. K. McCLATCHY HIGH SCHOOL    | 10/3/2022  | 2/1/2023   | LOA (PD) 10/3-2/1/23                  |
| RAINEY         | ANN       | B | Teacher, High School       | LUTHER BURBANK HIGH SCHOOL     | 9/10/2022  | 10/22/2022 | LOA (PD) 9/10-10/22/22                |
| RANZIERI       | CARLENE   | A | Teacher, Child Development | EARLY LEARNING & CARE PROGRAMS | 9/29/2022  | 6/30/2023  | ADMIN LOA (UNPD) 9/29/22-6/30/23      |
| RAPTAKIS       | STEPHANIE | A | Teacher, Elementary        | DAVID LUBIN ELEMENTARY SCHOOL  | 10/3/2022  | 6/30/2023  | LOA RTN (PD) FMLA/CFRA 10/3/22        |
| SANCHEZ        | HEIDII    | A | Teacher, Spec Ed           | CAROLINE WENZEL ELEMENTARY     | 9/21/2022  | 6/30/2023  | ADMIN LOA (PD) 9/21/22                |
| WILLIAMS       | MATTHEW   | 0 | Teacher, High School       | LUTHER BURBANK HIGH SCHOOL     | 10/12/2022 | 6/30/2023  | ADMIN LOA RTN (UNPD) 10/12/22         |
| WOLF           | JAIME     | A | Teacher, High School       | HIRAM W. JOHNSON HIGH SCHOOL   | 10/10/2022 | 12/2/2022  | LOA (PD) 10/10-12/2/22                |
| ZAMUDIO        | CHAR      | A | Teacher, K-8               | LEONARDO da VINCI ELEMENTARY   | 9/30/2022  | 6/30/2023  | ADMIN LOA (PD) 9/30/22                |

**RE-ASSIGN/STATUS CHANGE**

|               |          |   |                                |                                |            |           |              |
|---------------|----------|---|--------------------------------|--------------------------------|------------|-----------|--------------|
| BURTON        | MARINDA  | A | Training Specialist            | CURRICULUM & PROF DEVELOP      | 9/29/2022  | 6/30/2023 | REA 9/29/22  |
| COFFIN-JENSEN | COURTNEY | A | Teacher, Resource, Special Ed. | WILL C. WOOD MIDDLE SCHOOL     | 7/1/2022   | 6/30/2023 | STCHG 7/1/22 |
| COOK          | ANGELA   | A | Teacher, K-8                   | MARTIN L. KING JR ELEMENTARY   | 9/28/2022  | 6/30/2023 | REA 9/28/22  |
| ICARRO        | REBECCA  | A | Teacher, Spec Ed               | LUTHER BURBANK HIGH SCHOOL     | 10/17/2022 | 6/30/2023 | REA 10/17/22 |
| MILLER        | MELISSA  | A | Teacher, Child Development     | EARLY LEARNING & CARE PROGRAMS | 7/1/2022   | 6/30/2023 | STCHG 7/1/22 |
| MIZE          | MARYANNE | A | Training Specialist            | CURRICULUM & PROF DEVELOP      | 10/3/2022  | 6/30/2023 | REA 10/3/22  |
| NAKASHIMA     | KEVIN    | A | Teacher, K-8                   | JOHN H. STILL - K-8            | 10/3/2022  | 6/30/2023 | REA 10/3/22  |
| RAGA JR       | CESAR    | B | Teacher, High School           | NEW TECH                       | 5/1/2022   | 6/30/2022 | STCHG 5/1/22 |

| NameLast         | NameFirst | JobPerm | JobClass                      | PrimeSite                      | BegDate   | EndDate   | Comment           |
|------------------|-----------|---------|-------------------------------|--------------------------------|-----------|-----------|-------------------|
| RAGA JR          | CESAR     | C       | Teacher, High School          | LUTHER BURBANK HIGH SCHOOL     | 7/1/2022  | 6/30/2023 | STCHG 7/1/22      |
| RAMSOWER         | STEVEN    | A       | School Psychologist           | SPECIAL EDUCATION DEPARTMENT   | 8/17/2022 | 6/30/2023 | REA/STCHG 8/17/22 |
| RIOS             | MARIA     | C       | Teacher, Middle School        | KIT CARSON INTL ACADEMY        | 9/28/2022 | 6/30/2023 | REA/TR 9/28/22    |
| RONSHMEIER       | AMY       | A       | Teacher, Child Development    | EARLY LEARNING & CARE PROGRAMS | 7/1/2022  | 6/30/2023 | STCHG 7/1/22      |
| SARABA           | SUZANNE   | A       | Teacher, Child Development    | EARLY LEARNING & CARE PROGRAMS | 7/1/2022  | 6/30/2023 | STCHG 7/1/22      |
| SAUNDERS         | MICHELLE  | A       | Teacher, High School          | LUTHER BURBANK HIGH SCHOOL     | 7/1/2022  | 6/30/2023 | STCHG 7/1/22      |
| SHARMA           | REENA     | A       | Teacher, Child Development    | EARLY LEARNING & CARE PROGRAMS | 7/1/2022  | 6/30/2023 | STCHG 7/1/22      |
| SOMMER           | EMILY     | A       | Teacher, High School          | JOHN F. KENNEDY HIGH SCHOOL    | 7/1/2022  | 6/30/2023 | STCHG 7/1/22      |
| TAO              | KEVIN     | A       | Teacher, Middle School        | CALIFORNIA MIDDLE SCHOOL       | 9/28/2022 | 6/30/2023 | REA 9/28/22       |
| VILLANUEVA ALBOR | AMELIA    | A       | Teacher, Res, Bilingual, Elem | NEW JOSEPH BONNHEIM            | 8/9/2022  | 6/30/2023 | REA 8/9/22        |
| VINCENT          | ROSELINE  | A       | Teacher, Child Development    | EARLY LEARNING & CARE PROGRAMS | 7/1/2022  | 6/30/2023 | STCHG 7/1/22      |
| WHITEHEAD        | SANDRA    | A       | Teacher, High School          | WEST CAMPUS                    | 7/1/2022  | 6/30/2023 | STCHG 7/1/22      |

**SEPARATE / RESIGN / RETIRE**

|                   |          |   |                                |                               |          |            |                           |
|-------------------|----------|---|--------------------------------|-------------------------------|----------|------------|---------------------------|
| BACHMAN-TAVIANINI | THERESA  | A | School Social Worker           | STUDENT SUPPORT&HEALTH SRVCS  | 7/1/2022 | 12/2/2022  | SEP/RETIRE 12/2/22        |
| CLAPPER           | PEGGIE   | A | Teacher, Middle School         | ALBERT EINSTEIN MIDDLE SCHOOL | 7/1/2022 | 11/4/2022  | SEP/RETIRE 11/4/22        |
| KWAK              | HUI JOON | C | School Nurse                   | HEALTH SERVICES               | 7/1/2022 | 9/12/2022  | SEP/RESIGN 9/12/22        |
| PIERETTI          | ROBERT   | A | Lang. Speech & Hearing Spectst | SPECIAL EDUCATION DEPARTMENT  | 7/1/2022 | 9/5/2022   | SEP/RESIGN 9/5/22         |
| RAMOS             | JESSE    | B | Dir II Innovative Schools      | CONTINUOUS IMPRVMT & ACNTBLTY | 7/1/2022 | 11/25/2022 | AMEND SEP/RETIRE 11/25/22 |

**TRANSFER**

|           |           |   |                                |                                |            |           |                   |
|-----------|-----------|---|--------------------------------|--------------------------------|------------|-----------|-------------------|
| BARKER    | KELDA     | A | Teacher, High School           | CAPITAL CITY SCHOOL            | 7/1/2022   | 9/27/2022 | TR 9/28/22        |
| BARKER    | KELDA     | A | Teacher, High School           | ROSEMONT HIGH SCHOOL           | 9/28/2022  | 6/30/2023 | TR 9/28/22        |
| CARTER    | MEGAN     | A | Teacher, High School           | HEALTH PROFESSIONS HIGH SCHOOL | 10/20/2022 | 6/30/2023 | TR 10/20/22       |
| CHACON    | KRISTAL   | A | Teacher, Elementary            | PHOEBE A HEARST BASIC ELEM.    | 9/28/2022  | 6/30/2023 | TR 9/28/22        |
| CUDABAC   | VANESSA   | C | Teacher, Elementary            | PHOEBE A HEARST BASIC ELEM.    | 9/28/2022  | 6/30/2023 | TR 9/28/22        |
| DEEMS     | MARY      | A | Teacher, Spec Ed               | PETER BURNETT ELEMENTARY       | 10/10/2022 | 6/30/2023 | TR 10/10/22       |
| DIX       | ROGER     | A | Teacher, High School           | NEW TECH                       | 9/28/2022  | 6/30/2023 | TR 9/28/22        |
| DOAN      | HONG-AN   | A | Teacher, Elementary            | PARKWAY ELEMENTARY SCHOOL      | 9/28/2022  | 6/30/2023 | TR 9/28/22        |
| ENRIQUEZ  | SANDRA    | A | Teacher, Elementary            | PHOEBE A HEARST BASIC ELEM.    | 10/6/2022  | 6/30/2023 | TR 10/6/22        |
| FAIN      | JENNIFER  | A | Teacher, Middle School         | KIT CARSON INTL ACADEMY        | 10/3/2022  | 6/30/2023 | TR 10/3/22        |
| GARCIA    | SABRINA   | A | Teacher, Elementary            | JOHN BIDWELL ELEMENTARY        | 9/28/2022  | 6/30/2023 | TR 9/28/22        |
| GRAY      | JANESSA   | A | Teacher, Elementary            | PHOEBE A HEARST BASIC ELEM.    | 9/28/2022  | 6/30/2023 | TR 9/28/22        |
| GUTIERREZ | LEAH      | B | Teacher, Elementary            | ETHEL PHILLIPS ELEMENTARY      | 9/28/2022  | 6/30/2023 | TR 9/28/22        |
| HAMEL     | DANIELLE  | C | Teacher, Elementary            | LEATAATA FLOYD ELEMENTARY      | 9/28/2022  | 6/30/2023 | TR 9/28/22        |
| HINOJOSA  | EVELINA   | C | Teacher, Elementary            | ISADOR COHEN ELEMENTARY SCHOOL | 9/30/2022  | 6/30/2023 | TR 9/30/22        |
| KAUR      | RANBIR    | A | Teacher, High School           | JOHN F. KENNEDY HIGH SCHOOL    | 9/21/2022  | 6/30/2023 | TR 9/21/22        |
| OSBORNE   | CORRYN    | C | Teacher, Elementary            | PONY EXPRESS ELEMENTARY SCHOOL | 9/28/2022  | 6/30/2023 | TR 9/28/22        |
| PECK      | BRIAN     | A | Teacher, Elementary            | ABRAHAM LINCOLN ELEMENTARY     | 9/28/2022  | 6/30/2023 | TR 9/28/22        |
| PECK      | STACI     | A | Teacher, Elementary            | SEQUOIA ELEMENTARY SCHOOL      | 9/28/2022  | 6/30/2023 | TR 9/28/22        |
| PERRY     | SAMANTHA  | A | Teacher, Resource, Special Ed. | A. M. WINN - K-8               | 8/1/2022   | 10/3/2022 | TR 8/1/22         |
| REDE      | ELIZABETH | A | Teacher, Elementary            | PETER BURNETT ELEMENTARY       | 9/28/2022  | 6/30/2023 | TR 9/28/22        |
| ROCHA     | JAVIER    | C | Teacher, Elementary            | PACIFIC ELEMENTARY SCHOOL      | 9/28/2022  | 6/30/2023 | TR 9/28/22        |
| SIMES     | ALISON    | A | Teacher, Elementary            | CESAR CHAVEZ INTERMEDIATE      | 9/28/2022  | 6/30/2023 | TR 9/28/22        |
| STEINMAN  | CONNIE    | A | Teacher, High School           | JOHN F. KENNEDY HIGH SCHOOL    | 10/19/2022 | 6/30/2023 | ADMIN TR 10/19/22 |
| STINSON   | LISA      | A | Teacher, Elementary            | TAHOE ELEMENTARY SCHOOL        | 9/28/2022  | 6/30/2023 | TR 9/28/22        |
| WU        | REBECCA   | B | Teacher, Elementary            | A. M. WINN - K-8               | 9/28/2022  | 6/30/2023 | TR 9/28/22        |
| YAANGH    | STACY     | A | Teacher, Elementary            | NICHOLAS ELEMENTARY SCHOOL     | 9/28/2022  | 6/30/2023 | TR 9/28/22        |

**Attachment 2: CLASSIFIED 11/3/2022**

| NameLast                       | NameFirst       | JobPerm | JobClass                       | PrimeSite                      | BegDate    | EndDate    | Comment                             |
|--------------------------------|-----------------|---------|--------------------------------|--------------------------------|------------|------------|-------------------------------------|
| <b>EMPLOY/ REEMPLOY</b>        |                 |         |                                |                                |            |            |                                     |
| ADAME                          | TERESA          | B       | Adm & Family Svcs Tech         | ENROLLMENT CENTER              | 10/17/2022 | 6/30/2023  | EMPLOY PROB 10/17/22                |
| BEALER                         | SHYLOH          | B       | Campus Monitor                 | ROSEMONT HIGH SCHOOL           | 9/2/2022   | 6/30/2023  | EMPLOY PROB 9/6/22                  |
| BONTON                         | LEAH            | B       | Noon Duty                      | MARK TWAIN ELEMENTARY SCHOOL   | 10/13/2022 | 6/30/2023  | EMPLOY PROB 10/13/22                |
| CALVIN JR                      | MICHAEL         | B       | Noon Duty                      | CESAR CHAVEZ INTERMEDIATE      | 10/14/2022 | 6/30/2023  | EMPLOY PROB 10/14/22                |
| CASTANEDA                      | AMY             | B       | Noon Duty                      | NICHOLAS ELEMENTARY SCHOOL     | 9/27/2022  | 6/30/2023  | EMPLOY PROB 9/27/22                 |
| CORMAN                         | JOANNA          | B       | Instructional Aide             | SUTTERVILLE ELEMENTARY SCHOOL  | 9/26/2022  | 6/30/2023  | EMPLOY PROB 9/26/22                 |
| CREEL                          | JESSICA         | B       | Noon Duty                      | HUBERT H BANCROFT ELEMENTARY   | 9/26/2022  | 6/30/2023  | EMPLOY PROB 9/26/22                 |
| CRUZ                           | MONICA          | B       | Walking Attendant              | ALICE BIRNEY WALDORF - K-8     | 10/18/2022 | 6/30/2023  | EMPLOY PROB 10/18/22                |
| CRUZ                           | TERESA DE JESUS | B       | Spec II Student Support Svcs   | SUCCESS ACADEMY                | 10/10/2022 | 6/30/2023  | EMPLOY PROB 10/10/22                |
| GARCIA                         | MICHELLE        | B       | Custodian                      | BUILDINGS & GROUNDS/OPERATIONS | 9/23/2022  | 6/30/2023  | EMPLOY PROB 9/23/22                 |
| GRANADO                        | MARITZA         | B       | Teacher Assistant, Bilingual   | SUSAN B. ANTHONY ELEMENTARY    | 10/10/2022 | 6/30/2023  | EMPLOY PROB 10/10/22                |
| GRIFFIN Jr                     | FRANKIE         | B       | Noon Duty                      | HOLLYWOOD PARK ELEMENTARY      | 10/17/2022 | 6/30/2023  | REEMPLOY PROB 10/17/22              |
| HOLLOWAY                       | MELISSA         | B       | Noon Duty                      | ABRAHAM LINCOLN ELEMENTARY     | 10/5/2022  | 6/30/2023  | EMPLOY PROB 10/5/22                 |
| JOHNSON                        | LONNIE          | B       | Lead Campus Supervisor         | SAFE SCHOOLS OFFICE            | 10/24/2022 | 6/30/2023  | EMPLOY PROB 10/24/22                |
| KERKSIECK                      | JAMIE           | B       | Noon Duty                      | EARL WARREN ELEMENTARY SCHOOL  | 10/6/2022  | 6/30/2023  | EMPLOY PROB 10/6/22                 |
| MILLER                         | MICHAEL         | B       | Inst Aid, Spec Ed              | HIRAM W. JOHNSON HIGH SCHOOL   | 9/19/2022  | 6/30/2023  | EMPLOY PROB 9/19/22                 |
| NGUYEN                         | MARY            | B       | Noon Duty                      | ELDER CREEK ELEMENTARY SCHOOL  | 10/3/2022  | 6/30/2023  | EMPLOY PROB 10/3/22                 |
| NOLASCO                        | JOSELINE        | B       | Teacher Assistant, Bilingual   | ETHEL PHILLIPS ELEMENTARY      | 10/3/2022  | 6/30/2023  | EMPLOY PROB 10/3/22                 |
| PAGLIAROLI                     | KRISTY          | B       | Child Care Attendant, Chld Dev | EARLY LEARNING & CARE PROGRAMS | 11/1/2022  | 6/30/2023  | REEMPL PROB 11/1/22                 |
| PAULY                          | ZACHARY         | B       | School Plant Ops Mngr I        | SUCCESS ACADEMY                | 10/17/2022 | 6/30/2023  | EMPLOY PROB 10/17/22                |
| PLANTILLAS                     | ELIZABET        | B       | Noon Duty                      | PACIFIC ELEMENTARY SCHOOL      | 10/5/2022  | 6/30/2023  | EMPLOY PROB 10/5/22                 |
| SCIUTTO                        | DALTON          | B       | Painter                        | FACILITIES MAINTENANCE         | 10/24/2022 | 6/30/2023  | EMPLOY PROB 10/24/22                |
| SIMPSON                        | TATIANNA        | B       | Noon Duty                      | THEODORE JUDAH ELEMENTARY      | 10/7/2022  | 6/30/2023  | EMPLOY PROB 10/7/22                 |
| STRAW                          | JOHN            | B       | Lead Campus Supervisor         | SAFE SCHOOLS OFFICE            | 10/17/2022 | 6/30/2023  | EMPLOY PROB 10/17/22                |
| TOVAR                          | SOCORRO         | B       | Noon Duty                      | LEONARDO da VINCI ELEMENTARY   | 7/1/2022   | 8/31/2022  | EMPLOY PROB 8/30/18                 |
| VANG                           | MAY             | B       | Clerk II                       | SUSAN B. ANTHONY ELEMENTARY    | 10/3/2022  | 6/30/2023  | EMPLOY PROB 10/3/22                 |
| VOVK                           | YULIA           | B       | Noon Duty                      | CROCKER/RIVERSIDE ELEMENTARY   | 9/27/2022  | 6/30/2023  | EMPLOY PROB 9/27/22                 |
| WATERS                         | LISA            | B       | Noon Duty                      | ABRAHAM LINCOLN ELEMENTARY     | 10/17/2022 | 6/30/2023  | EMPLOY PROB 10/17/22                |
| <b>LEAVES</b>                  |                 |         |                                |                                |            |            |                                     |
| CONTRERAS                      | VICTORIA        | A       | Inst Aid, Spec Ed              | TAHOE ELEMENTARY SCHOOL        | 10/17/2022 | 12/9/2022  | LOA (PD) 10/17-12/9/22              |
| DONOHUE                        | DANIELLE        | A       | Child Care Attendant, Chld Dev | EARLY LEARNING & CARE PROGRAMS | 10/18/2022 | 6/30/2023  | LOA RTN 10/18/22                    |
| DUNGCA                         | KIRA            | A       | Inst Aid, Spec Ed              | DAVID LUBIN ELEMENTARY SCHOOL  | 11/19/2022 | 3/3/2023   | LOA (PD) FMLA/CFRA 11/19/22-3/3/23  |
| DUNGCA                         | KIRA            | A       | Inst Aid, Spec Ed              | DAVID LUBIN ELEMENTARY SCHOOL  | 9/28/2022  | 11/18/2022 | LOA (PD) 9/28-11/18/22              |
| FANUA                          | CHARLOTTE       | A       | Inst Aid, Spec Ed              | HIRAM W. JOHNSON HIGH SCHOOL   | 10/14/2022 | 12/31/2022 | LOA (PD) 10/14-12/31/22             |
| GILBERT                        | MICHELLE        | A       | Speech-Lang Pathology Asst     | SPECIAL EDUCATION DEPARTMENT   | 7/1/2022   | 12/31/2022 | LOA (PD) 7/1/22-12/31/22            |
| HUCKLEBY                       | SCOTT           | A       | Bus Vehicle Mechanic           | TRANSPORTATION SERVICES        | 9/16/2022  | 12/31/2022 | LOA (PD) 9/16/22-12/31/22           |
| JACKSON                        | CRAIG           | B       | Instructional Aide             | A.WARREN McCLASKEY ADULT       | 10/5/2022  | 11/14/2022 | LOA (PD) FMLA/CFRA 10/5/22-11/14/22 |
| JONES                          | CYNTHIA         | B       | School Office Manager III      | JOHN F. KENNEDY HIGH SCHOOL    | 10/4/2022  | 10/31/2022 | EXT LOA (PD) 10/4-10/31/22          |
| LEWIS                          | AHISHA          | A       | Child Dvlp Fclties/Lcnsng Spls | REASSIGNED                     | 9/27/2022  | 12/9/2022  | LOA (PD) FMLA/CFRA 9/27-12/9/22     |
| MARROQUIN                      | MAURILEA        | A       | School Plant Ops Mngr I        | WOODBINE ELEMENTARY SCHOOL     | 10/7/2022  | 1/7/2023   | LOA (PD) 10/7-1/7/23                |
| SARKIN                         | ROBYN           | A       | Food Service Lead, School Site | NUTRITION SERVICES DEPARTMENT  | 9/1/2022   | 9/30/2022  | LOA (PD) 9/1-9/30/22                |
| <b>RE-ASSIGN/STATUS CHANGE</b> |                 |         |                                |                                |            |            |                                     |
| AKANNI CAMMACK                 | DOMINIQUE       | A       | Bus Driver                     | TRANSPORTATION SERVICES        | 10/3/2022  | 6/30/2023  | STCHG 10/3/22                       |
| ALVAREZ                        | JOSE            | A       | Bus Driver                     | TRANSPORTATION SERVICES        | 10/3/2022  | 6/30/2023  | STCHG 10/3/22                       |
| AVELAR                         | GERONIMO        | B       | Facilities Maint Laborer I     | FACILITIES MAINTENANCE         | 10/10/2022 | 6/30/2023  | REA/STCHG 10/10/22                  |
| AVILES                         | BRIANA CARINA   | B       | School Office Manager I        | DAVID LUBIN ELEMENTARY SCHOOL  | 10/3/2022  | 6/30/2023  | REA/STCHG 10/3/22                   |
| BLACK                          | SAMUEL          | B       | School Plant Ops Mngr I        | CAROLINE WENZEL ELEMENTARY     | 10/10/2022 | 6/30/2023  | REA/STCHG 10/10/22                  |
| BUTLER                         | CHARLISSE       | B       | Lead Campus Supervisor         | SAFE SCHOOLS OFFICE            | 10/17/2022 | 6/30/2023  | REA/STCHG 10/17/22                  |
| CHIN                           | VINSON          | A       | Clerk II                       | EARLY LEARNING & CARE PROGRAMS | 10/17/2022 | 12/31/2022 | REA/STCHG 10/17/22                  |
| CHIPMAN                        | VALERIE         | A       | Inst Aid, Spec Ed              | PETER BURNETT ELEMENTARY       | 7/1/2022   | 6/30/2023  | STCHG 10/1/22                       |
| GARCIA                         | ROSALBA         | A       | Bus Driver                     | TRANSPORTATION SERVICES        | 9/30/2022  | 6/30/2023  | STCHG 9/30/22                       |
| GONZALEZ                       | KARLA           | B       | Food Service Lead, School Site | NUTRITION SERVICES DEPARTMENT  | 10/4/2022  | 6/30/2023  | REA/STCHG 10/4/22                   |

| NameLast                          | NameFirst  | JobPerm | JobClass                       | PrimeSite                     | BegDate    | EndDate    | Comment              |
|-----------------------------------|------------|---------|--------------------------------|-------------------------------|------------|------------|----------------------|
| HALEY                             | KATHERINE  | A       | Bus Attendant                  | TRANSPORTATION SERVICES       | 10/3/2022  | 6/30/2023  | STCHG 10/3/22        |
| HARP                              | AMY        | B       | Health Aide                    | HEALTH SERVICES               | 7/1/2022   | 4/30/2023  | STCHG 7/1/22         |
| HUERTA                            | ANNA       | A       | Bus Attendant                  | TRANSPORTATION SERVICES       | 10/11/2022 | 6/30/2023  | STCHG 10/11/22       |
| HUNTER                            | KATHY      | B       | Bus Attendant                  | TRANSPORTATION SERVICES       | 10/3/2022  | 4/30/2023  | STCHG 10/3/22        |
| LEE                               | ALICE      | A       | Bus Attendant                  | TRANSPORTATION SERVICES       | 10/3/2022  | 6/30/2023  | STCHG 10/3/22        |
| LEYVA                             | VIRGINIA   | B       | Inst Aid, Spec Ed              | JAMES W MARSHALL ELEMENTARY   | 10/10/2022 | 6/30/2023  | REA/STCHG 10/10/22   |
| MANNING II                        | REGINALD   | A       | Bus Driver                     | TRANSPORTATION SERVICES       | 10/7/2022  | 6/30/2023  | STCHG 10/7/22        |
| MCDANIEL                          | ANDREA     | B       | Noon Duty                      | PHOEBE A HEARST BASIC ELEM.   | 7/1/2022   | 9/30/2022  | STCHG 9/30/22        |
| NGUYEN                            | BINH       | A       | Bus Driver                     | TRANSPORTATION SERVICES       | 10/3/2022  | 6/30/2023  | STCHG 10/3/22        |
| OLDENBURG                         | SHERRY     | A       | Suprvsr IV, District Grounds   | FACILITIES MAINTENANCE        | 9/26/2022  | 6/30/2023  | REA/ STCHG 9/26/22   |
| PAYNE                             | MICHELE    | A       | Office Tchncn III              | SUTTER MIDDLE SCHOOL          | 9/15/2022  | 6/30/2023  | STCHG 9/15/22        |
| PHAM                              | LOAN       |         | Bus Attendant                  | TRANSPORTATION SERVICES       | 10/3/2022  | 4/30/2023  | STCHG 10/3/22        |
| PHUNG                             | LIEN       | A       | Bus Attendant                  | TRANSPORTATION SERVICES       | 10/3/2022  | 6/30/2023  | STCHG 10/3/22        |
| ROBLES                            | SILVIA     | A       | Van Driver                     | TRANSPORTATION SERVICES       | 10/3/2022  | 6/30/2023  | STCHG 10/3/22        |
| SAMUDIO                           | DIOSCELINA | A       | Bus Driver                     | TRANSPORTATION SERVICES       | 10/4/2022  | 6/30/2023  | STCHG 10/4/22        |
| SANCHEZ                           | BARBARA    | A       | Bus Driver                     | TRANSPORTATION SERVICES       | 9/30/2022  | 6/30/2023  | STCHG 9/30/22        |
| SANDOVAL                          | ANTONIO    | A       | Warehouse Worker               | DISTRIBUTION SERVICES         | 10/4/2022  | 6/30/2023  | REA/STCHG 10/4/22    |
| SEMKIW                            | PRESTON    | B       | Lead Campus Supervisor         | SAFE SCHOOLS OFFICE           | 10/4/2022  | 6/30/2023  | REA/STCHG 10/4/22    |
| SIERRA                            | DESIREE    | B       | Office Tchncn III              | SUTTER MIDDLE SCHOOL          | 9/29/2022  | 6/30/2023  | STCHG 9/29/22        |
| SMITH JR                          | JOSEPH     | B       | Bus Attendant                  | TRANSPORTATION SERVICES       | 10/3/2022  | 4/30/2023  | STCHG 10/3/22        |
| SPAGNER                           | ANGELIA    | A       | Bus Driver                     | TRANSPORTATION SERVICES       | 9/30/2022  | 6/30/2023  | STCHG 9/30/22        |
| TABASI                            | PARINAZ    | B       | Bus Driver                     | TRANSPORTATION SERVICES       | 8/30/2022  | 10/2/2022  | STCHG 10/3/22        |
| TABASI                            | PARINAZ    | A       | Bus Driver                     | TRANSPORTATION SERVICES       | 10/3/2022  | 6/30/2023  | STCHG 10/3/22        |
| THOMAS                            | AN-MARIE   | A       | Campus Monitor                 | WEST CAMPUS                   | 9/26/2022  | 6/30/2023  | REA 9/26/22          |
| THOMAS                            | AMBER      | B       | Pgm Records Tech, CAMS         | FACILITIES MAINTENANCE        | 10/17/2022 | 6/30/2023  | REA/STCHG 10/17/22   |
| VANN                              | TAMMY      |         | Inst Aid, Spec Ed              | ROSEMONT HIGH SCHOOL          | 10/28/2022 | 11/30/2022 | REA/STCHG 10/28/22   |
| VASILYUK                          | NATALIYA   | A       | Inst Aid, Spec Ed              | ALBERT EINSTEIN MIDDLE SCHOOL | 10/4/2022  | 6/30/2023  | REA/STCHG 10/4/22    |
| WELCH                             | REGINA     | A       | Bus Driver                     | TRANSPORTATION SERVICES       | 10/11/2022 | 6/30/2023  | STCHG 10/11/22       |
| <b>SEPARATE / RESIGN / RETIRE</b> |            |         |                                |                               |            |            |                      |
| ALSTON                            | AUBYRN     | A       | Inst Aid, Spec Ed              | PARKWAY ELEMENTARY SCHOOL     | 9/1/2022   | 11/19/2022 | SEP/RESIGN 11/19/22  |
| COLLINS                           | CHERI      | B       | Food Service Assistant         | NUTRITION SERVICES DEPARTMENT | 9/3/2022   | 10/3/2022  | SEP/RESIGN 10/3/22   |
| DEMILLE                           | ASHLEIGH   | B       | Inst Aid, Spec Ed              | C. K. McCLATCHY HIGH SCHOOL   | 9/1/2022   | 9/9/2022   | SEP/RESIGN 9/9/22    |
| GODFREY                           | KAREN      | A       | Inst Aid, Spec Ed              | PARKWAY ELEMENTARY SCHOOL     | 7/1/2022   | 9/27/2022  | SEP/RETIRE 9/27/22   |
| GOMEZ                             | MARLA      | A       | Campus Monitor                 | ROSEMONT HIGH SCHOOL          | 9/14/2022  | 10/14/2022 | SEP/RESIGN 10/15/22  |
| HAYNESWORTH                       | KATON      | B       | Campus Supervisor I            | AMERICAN LEGION HIGH SCHOOL   | 7/1/2022   | 9/12/2022  | SEP/RESIGN 9/12/22   |
| HERNANDEZ                         | ARELI      | B       | Transition Asst SpEd           | SPECIAL EDUCATION DEPARTMENT  | 7/1/2021   | 6/30/2022  | SEP/RESIGN 6/30/22   |
| KING                              | KEONNA     | B       | Noon Duty                      | PACIFIC ELEMENTARY SCHOOL     | 7/1/2022   | 10/3/2022  | SEP/RESIGN 10/3/22   |
| MARTINEZ PEREZ                    | VERONICA   | A       | Noon Duty                      | BRET HARTE ELEMENTARY SCHOOL  | 9/1/2021   | 6/16/2022  | SEP/RESIGN 6/16/22   |
| MC KNIGHT                         | GAYLE      | A       | Administrative Asst-EIS        | TECHNOLOGY SERVICES           | 7/1/2022   | 12/29/2022 | SEP/RETIRE 12/29/22  |
| MCCARTY                           | CATHERINE  | B       | Library Media Tech Asst        | BG CHACON ACADEMY             | 7/1/2022   | 9/27/2022  | SEP/RESIGN 9/27/22   |
| MCCARTY                           | CATHERINE  | B       | Library Media Tech Asst        | BOWLING GREEN ELEMENTARY      | 7/1/2022   | 9/27/2022  | SEP/RESIGN 9/27/22   |
| PACHECO                           | CATHERINE  | B       | Food Service Assistant         | NUTRITION SERVICES DEPARTMENT | 10/1/2022  | 10/5/2022  | SEP/RESIGN 10/5/22   |
| PADILLA                           | NATALIE    | B       | Food Service Assistant         | NUTRITION SERVICES DEPARTMENT | 7/1/2022   | 10/5/2022  | SEP/ RESIGN 10/5/22  |
| PAGAN                             | ANA        | B       | Clerk II                       | PETER BURNETT ELEMENTARY      | 5/1/2022   | 5/17/2022  | SEP/RESIGN 5/17/22   |
| PARKER                            | MISHAE     | B       | Spec II Student Support Svcs   | STUDENT SUPPORT&HEALTH SRVCS  | 7/1/2022   | 10/31/2022 | SEP/ RESIGN 10/31/22 |
| RAMIREZ FOURKILLER                | STEPHEN    | A       | Noon Duty                      | CAROLINE WENZEL ELEMENTARY    | 9/1/2022   | 2/14/2023  | SEP/RESIGN 6/14/23   |
| SARKIN                            | ROBYN      | A       | Food Service Lead, School Site | NUTRITION SERVICES DEPARTMENT | 9/1/2022   | 9/30/2022  | SEP/RETIRE 9/30/22   |
| VILLA                             | MARY       | A       | Inst Aid, Spec Ed              | DAVID LUBIN ELEMENTARY SCHOOL | 7/1/2022   | 10/14/2022 | SEP/RESIGN 10/14/22  |
| YOUNG                             | DARIA      | B       | School Office Manager II       | ROSA PARKS MIDDLE SCHOOL      | 9/20/2022  | 10/17/2022 | SEP/RESIGN 10/17/22  |
| <b>TRANSFER</b>                   |            |         |                                |                               |            |            |                      |
| DIAZ                              | LESTER     | A       | Inst Aid, Spec Ed              | ROSEMONT HIGH SCHOOL          | 7/1/2022   | 6/30/2023  | TR 7/1/22            |
| RIVAS                             | MARIAELENA | A       | Inst Aid, Spec Ed              | CAMELLIA BASIC ELEMENTARY     | 10/3/2022  | 6/30/2023  | TR 10/3/22           |
| ROBINSON                          | DEOMETRIUS | A       | School Plant Ops Mngr II       | SUTTER MIDDLE SCHOOL          | 9/1/2022   | 6/30/2023  | TR 9/1/22            |
| TRAYLOR                           | TISHANNA   | B       | Inst Aid, Spec Ed              | ALBERT EINSTEIN MIDDLE SCHOOL | 10/3/2022  | 6/30/2023  | TR 10/3/22           |
|                                   |            |         |                                |                               |            |            |                      |
|                                   |            |         |                                |                               |            |            |                      |







# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 11.1c

**Meeting Date:** November 3, 2022

**Subject:** Approve Staff Recommendations for Expulsion #2, #3 and #4, 2022-23

- Information Item Only
- Approval on Consent Agenda
- Conference (for discussion only)
- Conference/First Reading (Action Anticipated: \_\_\_\_\_)
- Conference/Action
- Action
- Public Hearing

**Division:** Student Hearing and Placement Department

**Recommendation:** Approve staff recommendation for Expulsion #2, #3 and #4, 2022-23.

**Background/Rationale:** None

**Financial Considerations:** None

**LCAP Goal(s):** College, Career and Life Ready Graduates

**Documents Attached:**

None

**Estimated Time of Presentation:** N/A

**Submitted by:** Lisa Allen, Deputy Superintendent

Stephan Brown, Director III

**Approved by:** Jorge A. Aguilar, Superintendent



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 12.1

**Meeting Date:** November 3, 2022

**Subject:** Business and Financial Information

- Information Item Only
- Approval on Consent Agenda
- Conference (for discussion only)
- Conference/First Reading (Action Anticipated: \_\_\_\_\_)
- Conference/Action
- Action
- Public Hearing

**Division:** Business Services

**Recommendation:** Receive business and financial information.

**Background/Rationale:** Enrollment and Attendance Report for Month 1 Ending Friday, September 23, 2022.

**Financial Considerations:** Reflects standard business information.

**LCAP Goal(s):** Family and Community Empowerment; Operational Excellence

**Documents Attached:**

1. Enrollment and Attendance Report for Month 1 Ending Friday, September 23, 2022

**Estimated Time:** N/A

**Submitted by:** Rose F. Ramos, Chief Business and Operations Officer

**Approved by:** Jorge A. Aguilar, Superintendent

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
ENROLLMENT AND ATTENDANCE REPORT  
MONTH 1, ENDING FRIDAY, SEPTEMBER 23, 2022  
TRADITIONAL SCHOOLS

| ELEMENTARY TRADITIONAL           | GENERAL EDUCATION |              |              | Special Education<br>Grades K-6 | TOTAL MONTH<br>END<br>ENROLLMENT | PERCENTAGE<br>FOR THE<br>MONTH | AVERAGE CUMULATIVE ACTUAL<br>ATTENDANCE |                                   |                         |
|----------------------------------|-------------------|--------------|--------------|---------------------------------|----------------------------------|--------------------------------|---|-----------------------------------|-------------------------|
|                                  | Kdgn              | Grades 1-3   | Grades 4-6   |                                 |                                  |                                | 2022-2023<br>Actual<br>Attendance       | Cum Attd<br>Days /16<br>2022-2023 | PERCENTAGE<br>2022-2023 |
|                                  |                   |              |              |                                 |                                  |                                |   |                                   |                         |
| Abraham Lincoln El               | 77                | 218          | 241          | 0                               | 536                              | 93.19%                         | 499.00                                  | 93.19%                            |                         |
| Alice Birney Waldorf-Inspired K8 | 72                | 144          | 160          | 2                               | 378                              | 94.53%                         | 356.13                                  | 94.53%                            |                         |
| Bret Harte Elementary            | 24                | 66           | 74           | 32                              | 196                              | 91.13%                         | 156.13                                  | 91.13%                            |                         |
| Caleb Greenwood                  | 53                | 218          | 209          | 3                               | 483                              | 96.20%                         | 465.69                                  | 96.20%                            |                         |
| Camellia Basic Elementary        | 75                | 140          | 170          | 8                               | 393                              | 95.09%                         | 372.63                                  | 95.09%                            |                         |
| Capital City School              | 17                | 89           | 99           | 0                               | 205                              | 87.48%                         | 180.00                                  | 87.48%                            |                         |
| Caroline Wenzel Elementary       | 24                | 92           | 87           | 27                              | 230                              | 90.19%                         | 207.94                                  | 90.19%                            |                         |
| Cesar Chavez ES                  | 0                 | 0            | 354          | 21                              | 375                              | 90.83%                         | 344.63                                  | 90.83%                            |                         |
| Crocker/Riverside Elementary     | 90                | 282          | 246          | 1                               | 619                              | 95.23%                         | 587.31                                  | 95.23%                            |                         |
| David Lubin Elementary           | 52                | 190          | 180          | 21                              | 443                              | 93.81%                         | 410.13                                  | 93.81%                            |                         |
| Earl Warren Elementary           | 68                | 166          | 189          | 7                               | 430                              | 93.38%                         | 396.13                                  | 93.38%                            |                         |
| Edward Kemble Elementary         | 111               | 373          | 0            | 15                              | 499                              | 91.97%                         | 456.06                                  | 91.97%                            |                         |
| Elder Creek Elementary           | 75                | 289          | 332          | 4                               | 700                              | 93.58%                         | 659.94                                  | 93.58%                            |                         |
| Ethel I Baker Elementary         | 81                | 275          | 238          | 2                               | 596                              | 91.58%                         | 542.13                                  | 91.58%                            |                         |
| Ethel Phillips Elementary        | 79                | 184          | 179          | 0                               | 442                              | 91.27%                         | 399.00                                  | 91.27%                            |                         |
| Father Keith B Kenny K-8 School  | 22                | 81           | 123          | 26                              | 252                              | 94.26%                         | 236.94                                  | 94.26%                            |                         |
| Genevieve Didion Elementary      | 67                | 206          | 199          | 3                               | 475                              | 96.10%                         | 464.00                                  | 96.10%                            |                         |
| Golden Empire Elementary         | 55                | 186          | 214          | 15                              | 470                              | 94.04%                         | 431.56                                  | 94.04%                            |                         |
| H W Harkness Elementary          | 46                | 89           | 121          | 1                               | 257                              | 91.34%                         | 231.50                                  | 91.34%                            |                         |
| Hollywood Park Elementary        | 22                | 82           | 99           | 39                              | 242                              | 90.87%                         | 217.13                                  | 90.87%                            |                         |
| Home/Hospital                    | 5                 | 21           | 23           | 3                               | 52                               | 100.00%                        | 11.75                                   | 100.00%                           |                         |
| Hubert H. Bancroft Elementary    | 57                | 175          | 154          | 12                              | 398                              | 92.19%                         | 369.44                                  | 92.19%                            |                         |
| Isador Cohen Elementary          | 55                | 106          | 113          | 35                              | 309                              | 91.90%                         | 288.50                                  | 91.90%                            |                         |
| James W Marshall Elementary      | 40                | 137          | 134          | 28                              | 339                              | 91.97%                         | 302.81                                  | 91.97%                            |                         |
| John Bidwell Elementary          | 47                | 118          | 84           | 10                              | 259                              | 93.15%                         | 229.56                                  | 93.15%                            |                         |
| John Cabrillo Elementary         | 35                | 107          | 121          | 41                              | 304                              | 91.94%                         | 268.06                                  | 91.94%                            |                         |
| John D Sloat Elementary          | 32                | 76           | 82           | 12                              | 202                              | 91.36%                         | 187.00                                  | 91.36%                            |                         |
| John H. Still K-8                | 48                | 182          | 246          | 10                              | 486                              | 88.89%                         | 434.88                                  | 88.89%                            |                         |
| John Morse Therapeutic Center    | 0                 | 0            | 0            | 10                              | 10                               | 88.13%                         | 8.81                                    | 88.13%                            |                         |
| Leataata Floyd Elementary        | 24                | 118          | 112          | 1                               | 255                              | 87.80%                         | 220.81                                  | 87.80%                            |                         |
| Leonardo da Vinci K - 8 School   | 114               | 270          | 282          | 18                              | 684                              | 95.69%                         | 654.50                                  | 95.69%                            |                         |
| Mark Twain Elementary            | 38                | 95           | 101          | 17                              | 251                              | 91.21%                         | 232.81                                  | 91.21%                            |                         |
| Martin Luther King Jr Elementary | 64                | 127          | 105          | 19                              | 315                              | 90.79%                         | 285.75                                  | 90.79%                            |                         |
| Matsuyama Elementary             | 58                | 189          | 210          | 3                               | 460                              | 94.24%                         | 428.75                                  | 94.24%                            |                         |
| Nicholas Elementary              | 68                | 207          | 240          | 14                              | 529                              | 91.13%                         | 478.88                                  | 91.13%                            |                         |
| O W Erlewine Elementary          | 28                | 100          | 110          | 21                              | 259                              | 91.36%                         | 235.19                                  | 91.36%                            |                         |
| Oak Ridge Elementary             | 51                | 201          | 198          | 2                               | 452                              | 92.17%                         | 418.63                                  | 92.17%                            |                         |
| Pacific Elementary               | 95                | 283          | 307          | 2                               | 687                              | 92.05%                         | 621.25                                  | 92.05%                            |                         |
| Parkway Elementary School        | 72                | 181          | 183          | 20                              | 456                              | 89.75%                         | 400.63                                  | 89.75%                            |                         |
| Peter Burnett Elementary         | 43                | 167          | 170          | 16                              | 396                              | 93.29%                         | 359.88                                  | 93.29%                            |                         |
| Phoebe A Hearst Elementary       | 92                | 283          | 278          | 1                               | 654                              | 95.92%                         | 628.06                                  | 95.92%                            |                         |
| Pony Express Elementary          | 34                | 138          | 174          | 15                              | 361                              | 94.43%                         | 334.69                                  | 94.43%                            |                         |
| Rosa Parks K-8 School            | 38                | 124          | 138          | 14                              | 314                              | 91.35%                         | 281.00                                  | 91.35%                            |                         |
| Sequoia Elementary               | 60                | 167          | 176          | 14                              | 417                              | 91.59%                         | 378.25                                  | 91.59%                            |                         |
| Success Academy K-8              | 0                 | 0            | 2            | 0                               | 2                                | 59.38%                         | 1.19                                    | 59.38%                            |                         |
| Susan B Anthony Elementary       | 62                | 129          | 121          | 1                               | 313                              | 94.33%                         | 296.50                                  | 94.33%                            |                         |
| Sutterville Elementary           | 39                | 162          | 185          | 5                               | 391                              | 95.60%                         | 375.88                                  | 95.60%                            |                         |
| Tahoe Elementary                 | 67                | 117          | 97           | 29                              | 310                              | 92.05%                         | 280.94                                  | 92.05%                            |                         |
| Theodore Judah Elementary        | 87                | 146          | 183          | 19                              | 435                              | 93.73%                         | 397.88                                  | 93.73%                            |                         |
| Washington Elementary            | 51                | 144          | 118          | 15                              | 328                              | 90.09%                         | 298.19                                  | 90.09%                            |                         |
| William Land Elementary          | 47                | 142          | 164          | 1                               | 354                              | 94.56%                         | 332.56                                  | 94.56%                            |                         |
| Woodbine Elementary              | 34                | 123          | 95           | 24                              | 276                              | 91.47%                         | 252.56                                  | 91.47%                            |                         |
| <b>TOTAL ELEMENTARY SCHOOLS</b>  | <b>2,745</b>      | <b>8,026</b> | <b>8,337</b> | <b>673</b>                      | <b>19,781</b>                    | <b>92.80%</b>                  | <b>18,190.76</b>                        | <b>92.80%</b>                     |                         |

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
 ENROLLMENT AND ATTENDANCE REPORT  
 MONTH 1, ENDING FRIDAY, SEPTEMBER 23, 2022  
 TRADITIONAL SCHOOLS

| MIDDLE SCHOOLS                    | GENERAL EDUCATION |              |                     | Special<br>Education<br>Grades 7-8 | TOTAL MONTH-<br>END<br>ENROLLMENT | PERCENTAGE<br>FOR THE<br>MONTH    | AVERAGE CUMULATIVE<br>ACTUAL ATTENDANCE |                         |
|-----------------------------------|-------------------|--------------|---------------------|------------------------------------|-----------------------------------|-----------------------------------|---|-------------------------|
|                                   | Grade 7           | Grade 8      | Total Grades<br>7-8 |                                    |                                   | 2022-2023<br>Actual<br>Attendance | Cum Attd<br>Days/16                     | PERCENTAGE<br>2022-2023 |
|                                   |                   |              |                     |                                    |                                   |                                   | 2022-2023                               |                         |
| A M Winn Elementary K-8 Waldorf   | 35                | 29           | 64                  | 1                                  | 65                                | 93.27%                            | 60.63                                   | 93.27%                  |
| Albert Einstein MS                | 328               | 316          | 644                 | 28                                 | 672                               | 93.28%                            | 619.56                                  | 93.28%                  |
| Alice Birney Waldorf-Inspired K8  | 57                | 53           | 110                 | 0                                  | 110                               | 94.81%                            | 105.06                                  | 94.81%                  |
| California MS                     | 375               | 396          | 771                 | 11                                 | 782                               | 93.71%                            | 728.69                                  | 93.71%                  |
| Capital City School               | 48                | 40           | 88                  | 0                                  | 88                                | 78.07%                            | 64.06                                   | 78.07%                  |
| Fern Bacon MS                     | 313               | 327          | 640                 | 36                                 | 676                               | 92.06%                            | 619.63                                  | 92.06%                  |
| Genevieve Didion Elementary       | 57                | 53           | 110                 | 0                                  | 110                               | 97.74%                            | 108.00                                  | 97.74%                  |
| Home/Hospital                     | 3                 | 38           | 41                  | 2                                  | 43                                | 100.00%                           | 11.69                                   | 100.00%                 |
| John H. Still K-8                 | 146               | 123          | 269                 | 13                                 | 282                               | 95.39%                            | 245.44                                  | 95.39%                  |
| John Morse Therapeutic Center     | 0                 | 0            | 0                   | 16                                 | 16                                | 82.81%                            | 13.25                                   | 82.81%                  |
| Kit Carson IB Academy             | 163               | 165          | 328                 | 18                                 | 346                               | 90.49%                            | 312.38                                  | 90.49%                  |
| Leonardo da Vinci K - 8 School    | 44                | 58           | 102                 | 12                                 | 114                               | 93.21%                            | 107.25                                  | 93.21%                  |
| Martin Luther King Jr Elementary  | 17                | 20           | 37                  | 0                                  | 37                                | 89.92%                            | 34.56                                   | 89.92%                  |
| Rosa Parks K-8 School             | 215               | 184          | 399                 | 20                                 | 419                               | 92.09%                            | 386.25                                  | 92.09%                  |
| Sam Brannan MS                    | 139               | 156          | 295                 | 37                                 | 332                               | 90.76%                            | 304.38                                  | 90.76%                  |
| School of Engineering and Science | 127               | 110          | 237                 | 2                                  | 239                               | 96.55%                            | 231.13                                  | 96.55%                  |
| Success Academy K-8               | 0                 | 3            | 3                   | 0                                  | 3                                 | 97.06%                            | 2.06                                    | 97.06%                  |
| Sutter MS                         | 524               | 524          | 1,048               | 23                                 | 1,071                             | 95.78%                            | 1026.00                                 | 95.78%                  |
| Will C Wood MS                    | 316               | 329          | 645                 | 39                                 | 684                               | 91.09%                            | 624.38                                  | 91.09%                  |
| <b>TOTAL MIDDLE SCHOOLS</b>       | <b>2,907</b>      | <b>2,924</b> | <b>5,831</b>        | <b>258</b>                         | <b>6,089</b>                      | <b>93.10%</b>                     | <b>5,604.38</b>                         | <b>93.10%</b>           |

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
 ENROLLMENT AND ATTENDANCE REPORT  
 MONTH 1, ENDING FRIDAY, SEPTEMBER 23, 2022  
 TRADITIONAL SCHOOLS

| HIGH SCHOOLS                      | GENERAL EDUCATION |              |              |              |              | Total Grade<br>9-12 | Special<br>Education<br>Grades 9-12 | TOTAL MONTH-<br>END<br>ENROLLMENT | PERCENTAGE<br>FOR THE<br>MONTH | AVERAGE CUMULATIVE<br>ACTUAL ATTENDANCE |                     |                         |
|-----------------------------------|-------------------|--------------|--------------|--------------|--------------|---------------------|-------------------------------------|-----------------------------------|--------------------------------|---|---------------------|-------------------------|
|                                   | Continuation      | Grade 9      | Grade 10     | Grade 11     | Grade 12     |                     |                                     |                                   |                                | 2022-2023<br>Actual<br>Attendance       | Cum Attd<br>Days/16 | PERCENTAGE<br>2022-2023 |
|                                   |                   |              |              |              |              |                     |                                     |                                   |                                |   |                     |                         |
| American Legion HS                | 166               |              |              |              |              | 166                 | 0                                   | 166                               | 79.23%                         | 124.00                                  | 79.23%              |                         |
| Arthur A. Benjamin Health Prof    |                   | 35           | 38           | 51           | 60           | 184                 | 13                                  | 197                               | 90.01%                         | 171.69                                  | 90.01%              |                         |
| C K McClatchy HS                  |                   | 627          | 639          | 554          | 572          | 2,392               | 39                                  | 2,431                             | 92.23%                         | 2191.31                                 | 92.23%              |                         |
| Capital City School               |                   | 45           | 62           | 88           | 99           | 294                 | 0                                   | 294                               | 77.81%                         | 207.94                                  | 77.81%              |                         |
| Hiram W Johnson HS                |                   | 416          | 401          | 410          | 379          | 1,606               | 128                                 | 1,734                             | 89.56%                         | 1473.13                                 | 89.56%              |                         |
| Home/Hospital                     |                   | 1            | 3            | 3            | 50           | 57                  | 7                                   | 64                                | 100.00%                        | 14.98                                   | 100.00%             |                         |
| John F Kennedy HS                 |                   | 436          | 404          | 516          | 495          | 1,851               | 119                                 | 1,970                             | 92.83%                         | 1748.75                                 | 92.83%              |                         |
| Kit Carson 7-12                   |                   | 57           | 62           | 47           | 26           | 192                 | 2                                   | 194                               | 93.97%                         | 181.25                                  | 93.97%              |                         |
| Luther Burbank HS                 |                   | 347          | 395          | 385          | 376          | 1,503               | 100                                 | 1,603                             | 91.63%                         | 1427.44                                 | 91.63%              |                         |
| Rosemont HS                       |                   | 337          | 361          | 373          | 354          | 1,425               | 89                                  | 1,514                             | 92.26%                         | 1352.81                                 | 92.26%              |                         |
| School of Engineering and Science |                   | 108          | 92           | 66           | 71           | 337                 | 2                                   | 339                               | 95.30%                         | 320.69                                  | 95.30%              |                         |
| West Campus HS                    |                   | 222          | 225          | 198          | 190          | 835                 | 1                                   | 836                               | 98.02%                         | 818.13                                  | 98.02%              |                         |
| <b>TOTAL HIGH SCHOOLS</b>         | <b>166</b>        | <b>2,631</b> | <b>2,682</b> | <b>2,691</b> | <b>2,672</b> | <b>10,842</b>       | <b>500</b>                          | <b>11,342</b>                     | <b>91.85%</b>                  | <b>10,032.11</b>                        | <b>91.85%</b>       |                         |

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
 ENROLLMENT AND ATTENDANCE REPORT  
 MONTH 1, ENDING FRIDAY, SEPTEMBER 23, 2022  
 TRADITIONAL SCHOOLS

| DISTRICT TOTALS                    | TOTAL MONTH-END ENROLLMENT | PERCENTAGE FOR THE MONTH    | AVERAGE CUMULATIVE ACTUAL ATTENDANCE |                      |
|------------------------------------|----------------------------|-----------------------------|--------------------------------------|----------------------|
|                                    |                            | 2022-2023 Actual Attendance | Cum Attd Days/16                     | PERCENTAGE 2022-2023 |
|                                    |                            |                             | 2022-2023                            |                      |
| ELEMENTARY                         | 19,781                     | 92.80%                      | 18,191                               | 92.80%               |
| MIDDLE                             | 6,089                      | 93.10%                      | 5,604                                | 93.10%               |
| HIGH SCHOOL                        | 11,342                     | 91.85%                      | 10,032                               | 91.85%               |
| <b>TOTAL ALL DISTRICT SEGMENTS</b> | <b>37,212</b>              | <b>92.56%</b>               | <b>33,827</b>                        | <b>92.56%</b>        |

|   |     |
|---|-----|
| <b>Total Non-Public Schools as of 9/15/22</b> | 234 |
|---|-----|



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
 ENROLLMENT AND ATTENDANCE REPORT  
 MONTH 1, ENDING FRIDAY, SEPTEMBER 23, 2022  
 CHARTER SCHOOLS

| 2022-2023 DEPENDENT CHARTER SCHOOLS    | GENERAL EDUCATION |            |            |            |             | Special Education<br>Grades K-12 | TOTAL MONTH-END ENROLLMENT | PERCENTAGE FOR THE MONTH<br>2022-2023 Actual Attendance | AVERAGE CUMULATIVE ACTUAL ATTENDANCE |                      |
|--|-------------------|------------|------------|------------|-------------|----------------------------------|----------------------------|---|--------------------------------------|----------------------|
|  | Kdgn              | Grades 1-3 | Grades 4-6 | Grades 7-8 | Grades 9-12 |                                  |                            |   | 2022-2023                            | PERCENTAGE 2022-2023 |
| Bowling Green-Mc Coy                   | 46                | 182        | 178        | 0          | 0           | 7                                | 413                        | 92.94%  | 376.94                               | 92.94%               |
| Bowling Green-Chacon                   | 42                | 129        | 138        | 0          | 0           | 12                               | 321                        | 94.02%  | 301.88                               | 94.02%               |
| George W. Carver SAS                   | 0                 | 0          | 0          | 0          | 204         | 10                               | 214                        | 93.68%  | 209.50                               | 93.68%               |
| New Joseph Bonnheim Charter            | 25                | 89         | 93         | 0          | 0           | 2                                | 209                        | 90.68%  | 181.25                               | 90.68%               |
| The Met High School                    | 0                 | 0          | 0          | 0          | 219         | 2                                | 221                        | 93.20%  | 194.38                               | 93.20%               |
| <b>TOTAL DEPENDENT CHARTER SCHOOLS</b> | <b>113</b>        | <b>400</b> | <b>409</b> | <b>0</b>   | <b>423</b>  | <b>33</b>                        | <b>1,378</b>               | <b>93.03%</b>   | <b>1,263.94</b>                      | <b>93.03%</b>        |

| 2022-2023 INDEPENDENT CHARTER SCHOOLS    | GENERAL EDUCATION |              |              |            |             | Special Education<br>Grades K-12 | TOTAL MONTH-END ENROLLMENT | PERCENTAGE FOR THE MONTH<br>2022-2023 Actual Attendance | AVERAGE CUMULATIVE ACTUAL ATTENDANCE |                      |
|--|-------------------|--------------|--------------|------------|-------------|----------------------------------|----------------------------|---|--------------------------------------|----------------------|
|  | Kdgn              | Grades 1-3   | Grades 4-6   | Grades 7-8 | Grades 9-12 |                                  |                            |   | 2022-2023                            | PERCENTAGE 2022-2023 |
| Aspire Capitol Heights Academy           | 24                | 72           | 68           | 26         | 0           | 0                                | 190                        | 86.88%  | 167.25                               | 86.88%               |
| CA Montessori Project Capitol Campus     | 72                | 122          | 119          | 38         | 0           | 1                                | 352                        | 94.49%  | 332.67                               | 94.49%               |
| Capitol Collegiate Academy               | 26                | 141          | 148          | 78         | 0           | 0                                | 393                        | 93.45%  | 364.37                               | 93.45%               |
| Growth Public Schools                    | 60                | 115          | 99           | 0          | 0           | 0                                | 274                        | 93.62%  | 255.35                               | 93.62%               |
| Language Academy                         | 88                | 199          | 200          | 133        | 0           | 0                                | 620                        | 94.30%  | 580.13                               | 94.30%               |
| PS 7 Elementary                          | 76                | 170          | 170          | 164        | 0           | 0                                | 580                        | 91.84%  | 496.76                               | 91.84%               |
| Sacramento Charter HS                    | 0                 | 0            | 0            | 0          | 382         | 0                                | 382                        | 93.54%  | 339.24                               | 93.54%               |
| SAVA                                     | 0                 | 0            | 0            | 60         | 591         | 0                                | 651                        | 95.72%  | 573.60                               | 96.44%               |
| Sol Aureus College Preparatory           | 41                | 114          | 133          | 67         | 0           | 0                                | 355                        | 91.85%  | 332.50                               | 91.85%               |
| Yav Pem Suab Academy                     | 58                | 181          | 175          | 0          | 0           | 0                                | 414                        | 89.18%  | 363.56                               | 89.18%               |
| <b>TOTAL INDEPENDENT CHARTER SCHOOLS</b> | <b>445</b>        | <b>1,114</b> | <b>1,112</b> | <b>566</b> | <b>973</b>  | <b>1</b>                         | <b>4,211</b>               | <b>92.49%</b>   | <b>3,805.43</b>                      | <b>92.56%</b>        |

|                              |            |              |              |            |              |           |              |               |                 |               |
|------------------------------|------------|--------------|--------------|------------|--------------|-----------|--------------|---------------|-----------------|---------------|
| <b>TOTAL CHARTER SCHOOLS</b> | <b>558</b> | <b>1,514</b> | <b>1,521</b> | <b>566</b> | <b>1,396</b> | <b>34</b> | <b>5,589</b> | <b>92.76%</b> | <b>5,069.36</b> | <b>92.79%</b> |
|------------------------------|------------|--------------|--------------|------------|--------------|-----------|--------------|---------------|-----------------|---------------|

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
 ENROLLMENT AND ATTENDANCE REPORT  
 MONTH 1, ENDING FRIDAY, SEPTEMBER 23, 2022  
 ADULT EDUCATION SCHOOLS

| ADULT EDUCATION                            | ENROLLMENT | HOURS EARNED |                  |                  | 2022-2023 CUMULATIVE ADA |              |              |
|--|------------|--------------|------------------|------------------|--------------------------|--------------|--------------|
|  |            | CONCURRENT   | OTHER            | TOTAL            | CONCURRENT               | OTHER        | TOTAL        |
| A. Warren McClaskey Adult Center           | 108        | 0            | 12,078.00        | 12,078.00        | 0                        | 23.00        | 23           |
| Charles A. Jones Career & Education Center | 291        | 0            | 25,298.63        | 25,298.63        | 0                        | 48.19        | 48.19        |
| <b>TOTAL ADULT EDUCATION</b>               | <b>399</b> | <b>0</b>     | <b>37,376.63</b> | <b>37,376.63</b> | <b>0</b>                 | <b>71.19</b> | <b>71.19</b> |

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
 ENROLLMENT AND ATTENDANCE REPORT  
 MONTH 1, ENDING FRIDAY, SEPTEMBER 23, 2022  
 GRADE BY GRADE ENROLLMENT

| ELEMENTARY SCHOOLS               | GENERAL EDUCATION ENROLLMENT |              |              |              |              |              |              | TOTAL<br>GENERAL |
|----------------------------------|------------------------------|--------------|--------------|--------------|--------------|--------------|--------------|------------------|
|                                  | Kdgn                         | Grade 1      | Grade 2      | Grade 3      | Grade 4      | Grade 5      | Grade 6      |                  |
| A M Winn Elementary K-8 Waldorf  | 50                           | 36           | 41           | 44           | 36           | 43           | 38           | 288              |
| Abraham Lincoln El               | 77                           | 81           | 64           | 73           | 81           | 84           | 76           | 536              |
| Alice Birney Waldorf-Inspired K8 | 72                           | 48           | 48           | 48           | 59           | 53           | 48           | 376              |
| Bret Harte Elementary            | 24                           | 32           | 23           | 11           | 29           | 21           | 24           | 164              |
| Caleb Greenwood                  | 53                           | 83           | 63           | 72           | 79           | 66           | 64           | 480              |
| Camellia Basic Elementary        | 75                           | 49           | 47           | 44           | 58           | 59           | 53           | 385              |
| Capital City School              | 17                           | 21           | 34           | 34           | 31           | 42           | 26           | 205              |
| Caroline Wenzel Elementary       | 24                           | 27           | 32           | 33           | 27           | 19           | 41           | 203              |
| Cesar Chavez ES                  | 0                            | 0            | 0            | 0            | 113          | 114          | 127          | 354              |
| Crocker/Riverside Elementary     | 90                           | 95           | 92           | 95           | 80           | 87           | 79           | 618              |
| David Lubin Elementary           | 52                           | 63           | 69           | 58           | 58           | 60           | 62           | 422              |
| Earl Warren Elementary           | 68                           | 48           | 61           | 57           | 66           | 55           | 68           | 423              |
| Edward Kemble Elementary         | 111                          | 126          | 118          | 129          | 0            | 0            | 0            | 484              |
| Elder Creek Elementary           | 75                           | 90           | 96           | 103          | 120          | 104          | 108          | 696              |
| Ethel I Baker Elementary         | 81                           | 94           | 89           | 92           | 78           | 80           | 80           | 594              |
| Ethel Phillips Elementary        | 79                           | 55           | 65           | 64           | 62           | 52           | 65           | 442              |
| Father Keith B Kenny K-8 School  | 22                           | 24           | 24           | 33           | 45           | 30           | 48           | 226              |
| Genevieve Didion Elementary      | 67                           | 64           | 71           | 71           | 66           | 66           | 67           | 472              |
| Golden Empire Elementary         | 55                           | 58           | 66           | 62           | 70           | 66           | 78           | 455              |
| H W Harkness Elementary          | 46                           | 26           | 27           | 36           | 42           | 48           | 31           | 256              |
| Hollywood Park Elementary        | 22                           | 34           | 21           | 27           | 35           | 36           | 28           | 203              |
| Home/Hospital                    | 5                            | 0            | 5            | 16           | 4            | 4            | 15           | 49               |
| Hubert H. Bancroft Elementary    | 57                           | 69           | 50           | 56           | 46           | 41           | 67           | 386              |
| Isador Cohen Elementary          | 55                           | 44           | 37           | 25           | 40           | 39           | 34           | 274              |
| James W Marshall Elementary      | 40                           | 47           | 45           | 45           | 54           | 38           | 42           | 311              |
| John Bidwell Elementary          | 47                           | 33           | 43           | 42           | 26           | 30           | 28           | 249              |
| John Cabrillo Elementary         | 35                           | 31           | 33           | 43           | 35           | 36           | 50           | 263              |
| John D Sloat Elementary          | 32                           | 18           | 23           | 35           | 24           | 32           | 26           | 190              |
| John H. Still K-8                | 48                           | 60           | 60           | 62           | 79           | 69           | 98           | 476              |
| John Morse Therapeutic Center    | 0                            | 0            | 0            | 0            | 0            | 0            | 0            | 0                |
| Leataata Floyd Elementary        | 24                           | 41           | 39           | 38           | 31           | 38           | 43           | 254              |
| Leonardo da Vinci K - 8 School   | 114                          | 84           | 95           | 91           | 94           | 94           | 94           | 666              |
| Mark Twain Elementary            | 38                           | 24           | 36           | 35           | 33           | 34           | 34           | 234              |
| Martin Luther King Jr Elementary | 64                           | 40           | 39           | 48           | 31           | 28           | 46           | 296              |
| Matsuyama Elementary             | 58                           | 64           | 55           | 70           | 68           | 78           | 64           | 457              |
| Nicholas Elementary              | 68                           | 65           | 71           | 71           | 87           | 75           | 78           | 515              |
| O W Erlewine Elementary          | 28                           | 34           | 38           | 28           | 39           | 43           | 28           | 238              |
| Oak Ridge Elementary             | 51                           | 70           | 58           | 73           | 66           | 56           | 76           | 450              |
| Pacific Elementary               | 95                           | 90           | 86           | 107          | 90           | 117          | 100          | 685              |
| Parkway Elementary School        | 72                           | 61           | 50           | 70           | 66           | 55           | 62           | 436              |
| Peter Burnett Elementary         | 43                           | 49           | 61           | 57           | 48           | 64           | 58           | 380              |
| Phoebe A Hearst Elementary       | 92                           | 94           | 94           | 95           | 93           | 92           | 93           | 653              |
| Pony Express Elementary          | 34                           | 43           | 46           | 49           | 60           | 62           | 52           | 346              |
| Rosa Parks K-8 School            | 38                           | 41           | 46           | 37           | 42           | 48           | 48           | 300              |
| Sequoia Elementary               | 60                           | 56           | 61           | 50           | 57           | 53           | 66           | 403              |
| Success Academy K-8              | 0                            | 0            | 0            | 0            | 0            | 1            | 1            | 2                |
| Susan B Anthony Elementary       | 62                           | 51           | 40           | 38           | 43           | 43           | 35           | 312              |
| Sutterville Elementary           | 39                           | 47           | 55           | 60           | 64           | 64           | 57           | 386              |
| Tahoe Elementary                 | 67                           | 37           | 34           | 46           | 32           | 32           | 33           | 281              |
| Theodore Judah Elementary        | 87                           | 53           | 45           | 48           | 58           | 63           | 62           | 416              |
| Washington Elementary            | 51                           | 48           | 50           | 46           | 33           | 33           | 52           | 313              |
| William Land Elementary          | 47                           | 40           | 57           | 45           | 55           | 51           | 58           | 353              |
| Woodbine Elementary              | 34                           | 39           | 43           | 41           | 36           | 28           | 31           | 252              |
| <b>TOTAL</b>                     | <b>2,745</b>                 | <b>2,627</b> | <b>2,646</b> | <b>2,753</b> | <b>2,769</b> | <b>2,726</b> | <b>2,842</b> | <b>19,108</b>    |

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
 ENROLLMENT AND ATTENDANCE REPORT  
 MONTH 1, ENDING FRIDAY, SEPTEMBER 23, 2022  
 CUMULATIVE TOTAL ABSENCES

| ELEMENTARY                       | TOTAL ENROLLMENT | TOTAL ABSENCES | ACTUAL DAYS OF ATTENDANCE | DAYS ENROLLED  | PERCENTAGE OF ATTENDANCE |
|----------------------------------|------------------|----------------|---------------------------|----------------|--------------------------|
| A M Winn Elementary K-8 Waldorf  | 302              | 364            | 4,500                     | 4,864          | 92.52%                   |
| Abraham Lincoln El               | 536              | 583            | 7,984                     | 8,567          | 93.19%                   |
| Alice Birney Waldorf-Inspired K8 | 378              | 330            | 5,698                     | 6,028          | 94.53%                   |
| Bret Harte Elementary            | 196              | 243            | 2,498                     | 2,741          | 91.13%                   |
| Caleb Greenwood                  | 483              | 294            | 7,451                     | 7,745          | 96.20%                   |
| Camellia Basic Elementary        | 393              | 308            | 5,962                     | 6,270          | 95.09%                   |
| Capital City School              | 205              | 412            | 2,880                     | 3,292          | 87.48%                   |
| Caroline Wenzel Elementary       | 230              | 362            | 3,327                     | 3,689          | 90.19%                   |
| Cesar Chavez ES                  | 375              | 557            | 5,514                     | 6,071          | 90.83%                   |
| Crocker/Riverside Elementary     | 619              | 471            | 9,397                     | 9,868          | 95.23%                   |
| David Lubin Elementary           | 443              | 433            | 6,562                     | 6,995          | 93.81%                   |
| Earl Warren Elementary           | 430              | 449            | 6,338                     | 6,787          | 93.38%                   |
| Edward Kemble Elementary         | 499              | 637            | 7,297                     | 7,934          | 91.97%                   |
| Elder Creek Elementary           | 700              | 725            | 10,559                    | 11,284         | 93.57%                   |
| Ethel I Baker Elementary         | 596              | 798            | 8,674                     | 9,472          | 91.58%                   |
| Ethel Phillips Elementary        | 442              | 611            | 6,384                     | 6,995          | 91.27%                   |
| Father Keith B Kenny K-8 School  | 252              | 231            | 3,791                     | 4,022          | 94.26%                   |
| Genevieve Didion Elementary      | 475              | 301            | 7,424                     | 7,725          | 96.10%                   |
| Golden Empire Elementary         | 470              | 438            | 6,905                     | 7,343          | 94.04%                   |
| H W Harkness Elementary          | 257              | 351            | 3,704                     | 4,055          | 91.34%                   |
| Hollywood Park Elementary        | 242              | 349            | 3,474                     | 3,823          | 90.87%                   |
| Home/Hospital                    | 52               | 0              | 188                       | 188            | 100.00%                  |
| Hubert H. Bancroft Elementary    | 398              | 501            | 5,911                     | 6,412          | 92.19%                   |
| Isador Cohen Elementary          | 309              | 407            | 4,616                     | 5,023          | 91.90%                   |
| James W Marshall Elementary      | 339              | 423            | 4,845                     | 5,268          | 91.97%                   |
| John Bidwell Elementary          | 259              | 270            | 3,673                     | 3,943          | 93.15%                   |
| John Cabrillo Elementary         | 304              | 376            | 4,289                     | 4,665          | 91.94%                   |
| John D Sloat Elementary          | 202              | 283            | 2,992                     | 3,275          | 91.36%                   |
| John H. Still K-8                | 486              | 870            | 6,958                     | 7,828          | 88.89%                   |
| John Morse Therapeutic Center    | 10               | 19             | 141                       | 160            | 88.13%                   |
| Leataata Floyd Elementary        | 255              | 491            | 3,533                     | 4,024          | 87.80%                   |
| Leonardo da Vinci K - 8 School   | 684              | 472            | 10,472                    | 10,944         | 95.69%                   |
| Mark Twain Elementary            | 251              | 359            | 3,725                     | 4,084          | 91.21%                   |
| Martin Luther King Jr Elementary | 315              | 464            | 4,572                     | 5,036          | 90.79%                   |
| Matsuyama Elementary             | 460              | 419            | 6,860                     | 7,279          | 94.24%                   |
| Nicholas Elementary              | 529              | 746            | 7,662                     | 8,408          | 91.13%                   |
| O W Erlewine Elementary          | 259              | 356            | 3,763                     | 4,119          | 91.36%                   |
| Oak Ridge Elementary             | 452              | 569            | 6,698                     | 7,267          | 92.17%                   |
| Pacific Elementary               | 687              | 858            | 9,940                     | 10,798         | 92.05%                   |
| Parkway Elementary School        | 456              | 732            | 6,410                     | 7,142          | 89.75%                   |
| Peter Burnett Elementary         | 396              | 414            | 5,758                     | 6,172          | 93.29%                   |
| Phoebe A Hearst Elementary       | 654              | 427            | 10,049                    | 10,476         | 95.92%                   |
| Pony Express Elementary          | 361              | 316            | 5,355                     | 5,671          | 94.43%                   |
| Rosa Parks K-8 School            | 314              | 426            | 4,496                     | 4,922          | 91.34%                   |
| Sequoia Elementary               | 417              | 556            | 6,052                     | 6,608          | 91.59%                   |
| Success Academy K-8              | 2                | 13             | 19                        | 32             | 59.38%                   |
| Susan B Anthony Elementary       | 313              | 285            | 4,744                     | 5,029          | 94.33%                   |
| Sutterville Elementary           | 391              | 277            | 6,014                     | 6,291          | 95.60%                   |
| Tahoe Elementary                 | 310              | 388            | 4,495                     | 4,883          | 92.05%                   |
| Theodore Judah Elementary        | 435              | 426            | 6,366                     | 6,792          | 93.73%                   |
| Washington Elementary            | 328              | 525            | 4,771                     | 5,296          | 90.09%                   |
| William Land Elementary          | 354              | 306            | 5,321                     | 5,627          | 94.56%                   |
| Woodbine Elementary              | 276              | 377            | 4,041                     | 4,418          | 91.47%                   |
| <b>TOTAL</b>                     | <b>19,781</b>    | <b>22,598</b>  | <b>291,052</b>            | <b>313,650</b> | <b>92.80%</b>            |

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
 ENROLLMENT AND ATTENDANCE REPORT  
 MONTH 1, ENDING FRIDAY, SEPTEMBER 23, 2022  
 CUMULATIVE TOTAL ABSENCES

| MIDDLE                            | TOTAL ENROLLMENT | TOTAL ABSENCES | ACTUAL DAYS OF ATTENDANCE | DAYS ENROLLED | PERCENTAGE OF ATTENDANCE |
|-----------------------------------|------------------|----------------|---------------------------|---------------|--------------------------|
| A M Winn Elementary K-8 Waldorf   | 65               | 70             | 970                       | 1,040         | 93.27%                   |
| Albert Einstein MS                | 672              | 714            | 9,913                     | 10,627        | 93.28%                   |
| Alice Birney Waldorf-Inspired K-8 | 110              | 92             | 1,681                     | 1,773         | 94.81%                   |
| California MS                     | 782              | 783            | 11,659                    | 12,442        | 93.71%                   |
| Capital City School               | 88               | 288            | 1,025                     | 1,313         | 78.07%                   |
| Fern Bacon MS                     | 676              | 855            | 9,914                     | 10,769        | 92.06%                   |
| Genevieve Didion K-8              | 110              | 40             | 1,728                     | 1,768         | 97.74%                   |
| Home/Hospital                     | 43               | 0              | 187.00                    | 187.00        | 100.00%                  |
| John H. Still K-8                 | 282              | 190            | 3,927                     | 4,117         | 95.38%                   |
| John Morse Therapeutic Center     | 16               | 44             | 212                       | 256           | 82.81%                   |
| Kit Carson 7-12                   | 346              | 525            | 4,998                     | 5,523         | 90.49%                   |
| Leonardo da Vinci K - 8 School    | 114              | 125            | 1,716                     | 1,841         | 93.21%                   |
| Martin Luther King Jr K-8         | 37               | 62             | 553                       | 615           | 89.92%                   |
| Rosa Parks K-8 School             | 419              | 531            | 6,180                     | 6,711         | 92.09%                   |
| Sam Brannan MS                    | 332              | 496            | 4,870                     | 5,366         | 90.76%                   |
| School of Engineering and Science | 239              | 132            | 3,698                     | 3,830         | 96.55%                   |
| Success Academy K-8               | 3                | 1              | 33                        | 34            | 97.06%                   |
| Sutter MS                         | 1,071            | 724            | 16,416                    | 17,140        | 95.78%                   |
| Will C Wood MS                    | 684              | 977            | 9,990                     | 10,967        | 91.09%                   |
| <b>TOTAL</b>                      | <b>6,089</b>     | <b>6,649</b>   | <b>89,670</b>             | <b>96,319</b> | <b>93.10%</b>            |

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
 ENROLLMENT AND ATTENDANCE REPORT  
 MONTH 1, ENDING FRIDAY, SEPTEMBER 23, 2022  
 CUMULATIVE TOTAL ABSENCES

| HIGH SCHOOL                       | ENROLLMENT    | TOTAL ABSENCES | ACTUAL DAYS OF ATTENDANCE | DAYS ENROLLED  | PERCENTAGE OF ATTENDANCE |
|-----------------------------------|---------------|----------------|---------------------------|----------------|--------------------------|
| American Legion HS                | 166           | 520            | 1,984                     | 2,504          | 79.23%                   |
| Arthur A. Benjamin Health Prof    | 197           | 305            | 2,747                     | 3,052          | 90.01%                   |
| C K McClatchy HS                  | 2,431         | 2,955          | 35,061                    | 38,016         | 92.23%                   |
| Capital City School               | 294           | 949            | 3,327                     | 4,276          | 77.81%                   |
| Hiram W Johnson HS                | 1,734         | 2,749          | 23,570                    | 26,319         | 89.56%                   |
| Home/Hospital                     | 64            | 0              | 239.75                    | 239.75         | 100.00%                  |
| John F Kennedy HS                 | 1,970         | 2,161          | 27,980                    | 30,141         | 92.83%                   |
| Kit Carson 7-12                   | 194           | 186            | 2,900                     | 3,086          | 93.97%                   |
| Luther Burbank HS                 | 1,603         | 2,086          | 22,839                    | 24,925         | 91.63%                   |
| Rosemont HS                       | 1,514         | 1,815          | 21,645                    | 23,460         | 92.26%                   |
| School of Engineering and Science | 339           | 253            | 5,131                     | 5,384          | 95.30%                   |
| West Campus HS                    | 836           | 264            | 13,090                    | 13,354         | 98.02%                   |
| <b>TOTAL</b>                      | <b>11,342</b> | <b>14,243</b>  | <b>160,514</b>            | <b>174,757</b> | <b>91.85%</b>            |

|                          | TOTAL ENROLLMENT | TOTAL ABSENCES | ACTUAL DAYS OF ATTENDANCE | DAYS ENROLLED  | PERCENTAGE OF ATTENDANCE |
|--------------------------|------------------|----------------|---------------------------|----------------|--------------------------|
| <b>TOTAL ALL SCHOOLS</b> | <b>37,212</b>    | <b>43,490</b>  | <b>541,236</b>            | <b>584,726</b> | <b>92.56%</b>            |

|                            | Students in Non Public Schools | Total Enrollment | ADA    | ADA %  | % Change |
|----------------------------|--------------------------------|------------------|--------|--------|----------|
| <b>2021-22 Actual</b>      |                                | 37,165           | 33,490 | 90.11% |          |
| <b>2022-2023 Projected</b> |                                | 36,193           | 0      | 0.00%  |          |
| <b>Month 01</b>            | 234                            | 37,212           | 33,827 | 92.56% |          |

## Monthly Attendance

