



**REGIONAL COOPERATIVE AGREEMENT (RCA)
CONTRACT NUMBER RCA-017-26010062
BETWEEN
COUNTY OF ORANGE/PROCUREMENT OFFICE
AND
JOHNSON CONTROLS FIRE PROTECTION LP
FOR FACILITY SECURITY SYSTEMS, EQUIPMENT, AND SOFTWARE WITH
RELATED SERVICES**

This Contract Number RCA-017-26010062 for Facility Security Systems, Equipment, and Software with Related Services (“Contract”) is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California; (“County”) and Johnson Controls Fire Protection LP, with a place of business at 6600 Congress Ave., Boca Raton, FL 33487-1213 (“Contractor”), with County and Contractor sometimes referred to individually as “Party” or collectively as “Parties”.

ATTACHMENTS

This Contract is comprised of this document and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

Attachment A – Scope of Work
Attachment B – Compensation and Payment
Attachment C – State of Minnesota/Sourcwell Contract #121024-JHN

RECITALS

WHEREAS, the State of Minnesota/Sourcwell (Sourcwell) have issued a Cooperative Contract #121024-JHN, hereinafter “Sourcwell” with Johnson Controls Fire Protection LP for Facility Security Systems, Equipment, and Software with Related Services, effective May 11, 2025, through and including February 18, 2029; and,

WHEREAS, the County desires to enter into a Contract with the Contractor for Facility Security Systems, Equipment, and Software with Related Services; and,

WHEREAS, the Contractor is willing to provide Facility Security Systems, Equipment, and Software with Related Services to County in accordance with Attachment A – Scope of Work, Attachment B – Compensation and Payment, and Attachment C – State of Minnesota/Sourcwell Contract #121024-JHN, incorporated herein by this reference; and,

WHEREAS, Contractor agrees to accept the fees for Facility Security Systems, Equipment, and Software with Related Services in accordance with the State of Minnesota/Sourcwell Contract #121024-JHN, incorporated herein as Attachment C; and,

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

“State of Minnesota”, “State” or “Sourcwell”, as used in Attachment C, shall mean “County of Orange” or “County” and its employees and authorized representatives for purposes of this Contract.

GENERAL TERMS AND CONDITIONS

- A. Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.
- B. Entire Contract:** This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or designee.
- C. Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.
- E. Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
- F. Acceptance Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. Warranty:** Contractor expressly warrants that the goods covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnities as identified in paragraph "Z" below, and as more fully described in paragraph "Z," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including

the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

- H. Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "Z" below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.
- I. Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.
- K. Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.
- L. Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. Performance Warranty:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its

governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.

- O. Insurance Provision:** Prior to the provision of services under this Contract, Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with County during the term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any SIR in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2) Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by Contractor shall provide the minimum limits and coverage as set forth below:

Coverage	Minimum Limits
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per claims-made \$1,000,000 aggregate

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the ***County of Orange its elected and appointed officials, officers, agents and employees*** as Additional Insureds, or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN CONTRACT.***
- 2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that Contractor's insurance is primary, and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the ***County of Orange, its elected and appointed officials, officers, agents and employees*** or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN CONTRACT.***

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

Contractor shall notify County in writing within thirty (30) calendar days of any policy cancellation and ten (10) calendar days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which County may suspend or terminate this Contract.

The Commercial General Liability policy shall contain a severability of interest clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 Policy).

If Contractor's Professional Liability is a "Claims-Made" policy, Contractor shall agree to maintain coverage for two (2) years following the completion of the Contract.

Insurance certificates should be emailed to CEOCPOInsurance@ocgov.com.

If email is not possible, then Insurance certificates should specifically be forwarded to:

County of Orange
c/o: CEO/County Procurement Office
Attn: Insurance
1300 S. Grand Ave., Ste. A, 2nd Floor, Santa Ana, CA 92705-4434

Any insurance documents not addressed as shown above will be "Return to Sender".

If Contractor fails to provide the insurance certificates and endorsements within seven (7) calendar days of notification by CEO/County Procurement Office or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies

P. Changes: Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.

Q. Change of Ownership/Name, Litigation Status, Conflicts with County Interests: Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and County agrees to an assignment of the Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County.

County reserves the right to immediately terminate the Contract in the event County determines that the assignee is not qualified or is otherwise unacceptable to County for the provision of services under the Contract.

In addition, Contractor has the duty to notify County in writing of any change in Contractor's status with respect to name changes that do not require an assignment of the Contract. Contractor is also obligated to notify County in writing if Contractor becomes a party to any litigation against County, or a party to litigation that may reasonably affect Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to County of its status in these areas whenever requested by County.

Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to Contractor, this obligation shall apply to Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts,

entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

- R. Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.
- S. Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- T. Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "Z" below, Contractor agrees that it shall defend, indemnify and hold County and County INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- U. Freight: Intentionally Omitted**
- V. Severability:** If any term, covenant, condition or provision of this Contract 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.
- W. Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.
- X. Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.
- Y. Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor

shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

Z. Indemnification: Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

AA. Audits/Inspections: Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the Contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this Contract shall be forwarded to the County's project manager.

BB. Contingency of Funds: Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.

CC. Expenditure Limit: The Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

ADDITIONAL TERMS AND CONDITIONS

- 1. Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure Facility Security Systems, Equipment, and Software with Related Services from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as Attachment A, under the Sourcewell Contract #121024-JHN.
- 2. Term of Contract:** This Contract shall commence on April 1, 2026 and shall be effective through and including, March 31, 2027, unless otherwise terminated by County or by Sourcewell and the State of Minnesota. This Contract may be extended by mutual written agreement of both Parties for one additional one-year term. Renewals may be contingent upon renewal of Sourcewell and the State of Minnesota.
- 3. Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - a) Terminate the Contract immediately, pursuant to Section K herein;
 - b) Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
 - c) Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
 - d) Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
- 4. Conflict of Interest – Contractor’s Personnel:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor’s employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of the County.
- 5. Contractor’s Project Manager and Key Personnel:** Contractor shall appoint a Project Manager to direct the Contractor’s efforts in fulfilling Contractor’s obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County’s Project Manager, which consent shall not be unreasonably withheld.

The Contractor’s Project Manager shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. The County’s Project Manager shall have the right to require the removal and replacement of the Contractor’s Project Manager from providing services to the County under this Contract. The County’s Project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within five (5) business days after written notice by the County’s Project Manager. The County’s Project Manager shall review and approve the appointment of the replacement for the Contractor’s Project Manager. The County is not required to provide any additional information, reason or rationale in the event it The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor’s Project Manager from providing further services under the Contract.

- 6. Contractor Personnel – Reference Checks:** Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract. Contractor's employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.
- 7. Contractor Personnel – Uniform/Badges/Identification:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility under this Contract.

All Contractor's employees shall be required to wear uniforms, badges, or other means of identification which are to be furnished by the Contractor and must be worn at all times while working on County property. The assigned Deputy Purchasing Agent must be notified in writing, within seven (7) days of notification of award of Contract of the uniform and/or badges and/or other identification to be worn by employees prior to beginning work and notified in writing seven (7) days prior to any changes in this procedure.

- 8. Contractor's Records:** The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned Deputy Purchasing Agent.
- 9. Conditions Affecting Work:** The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.
- 10. Data – Title To:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.
- 11. Default:** In case of default by Contractor, the County may procure the goods and/or services from other sources. If the cost for those goods and/or services is higher than under the terms of the existing Contract, Contractor will be responsible for paying the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due the Contractor. The price paid by the County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.
- 12. Disputes – Contract:**
- a. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the County's Project

Manager, such matter shall be brought to the attention of the County Deputy Purchasing Agent by way of the following process:

1. The Contractor shall submit to the agency/department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
 2. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.
- b. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Deputy Purchasing Agent or his designee. If the County fails to render a decision within 90 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. Nothing in this section shall be construed as affecting the County's right to terminate the Contract for cause or termination for convenience as stated in section K herein.

13. Emergency/Declared Disaster Requirements: In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County's needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from the Contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.

14. Equal Employment Opportunity: The Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all

employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

- 15. Equipment Maintenance Service:** Cleaning, inspecting, replacing all worn parts, lubricating, testing, and adjusting will be provided as required to maintain the equipment in satisfactory operating condition. The Contractor inspections will be completed during County work hours and will be coordinated with the agency/department having control of the equipment.
- 16. Equipment Maintenance Service – Parts:** Contractor shall furnish and install all new parts, materials and lubricants which meet or exceed the original equipment manufacturer's specifications. Any parts other than those manufactured by the original equipment manufacturer shall be approved by the County before being incorporated in the work performed by the Contractor under this contract. The Contractor shall maintain a reasonable supply of the parts needed under this contract and maintain a reasonable supply system for the acquisition of additional parts, either immediately or with minimal delay.
- 17. Gratuities:** The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any goods or services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.
- 18. Hazardous Conditions:** Whenever the Contractor's operations create a condition hazardous to traffic or to the public, the Contractor shall provide flagmen and furnish, erect and maintain control devices as are necessary to prevent accidents or damage or injury to the public at Contractor's expense and without cost to the County. The Contractor shall comply with County directives regarding potential hazards.

Emergency lights and traffic cones must also be readily available at all times and must be used in any hazardous condition. Emergency traffic cones must be placed in front of and behind vehicles to warn oncoming traffic.

Signs, lights, flags, and other warning and safety devices shall conform to the requirements set forth in Chapter 6 of the current traffic manual, Traffic Control for Construction and Maintenance Work Zones, published by the state of California Department of Transportation.

- 19. Price Increase/Decrease:** No price increases will be permitted during the first period of the price agreement. The County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the

County of Orange. The County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.

- 20. Lobbying:** On the best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, the Contractor to any person influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative contract.
- 21. News/Information Release:** The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County's Project Manager.
- 22. Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor: Johnson Controls Fire Protection LP
 Attn: Joseph Schmit
 6600 Congress Ave.
 Boca Raton, FL 33487-1213
 Phone: 714-493-6459
 Email: Joseph.Schmit@jci.com

County: County Executive Office/County Procurement Office
 Attn: Roy Aragon
 400 W Civic Center Dr
 Santa Ana, CA 92701
 Phone: 714-834-7025
 Email: roy.aragon@ceo.oc.gov

- 23. Prevailing Wage (Labor Code 1773):** Pursuant to the provisions of Section 1773 et seq. of the California Labor Code, the Contractor shall comply with the general prevailing rates of per diem wages and the general prevailing rates for holiday and overtime wages in this locality for each craft, classification, or type of worker needed to execute this Contract. The rates are available from the Director of the Department of Industrial Relations at the following website: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>. The Contractor shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates. The Contractor shall comply with the provisions of Sections 1775 and 1813 of the Labor Code.

- 24. Precedence:** The Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.
- 25. Remedies Not Exclusive:** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either party to any other remedies provided by law.
- 26. Material Safety Data Sheets (MSDS):** Contractor is required to provide a completed Material Safety Data Sheet (MSDS) for each hazardous substance provided to County under this Contract. This includes hazardous substances that are not directly included in the Contract, but are included in the goods or services provided by Contractor to County. The provision of the MSDSs must be in accordance with the requirements of California Labor Code Sections 6380 through 6399, General Industry Safety Order Section 5194, and Title 8, California Code of Regulations. The MSDSs for each substance must be sent to the place of shipment or provision of goods/services and must also be sent to:

County of Orange
CEO/Risk Management
Attn: Safety and Loss Prevention Program
PO Box 327
Santa Ana, CA 92702

- 27. Subcontracting:** No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to subcontract any performance of this Contract without the express written consent of the County shall be invalid and shall constitute a breach of this Contract.

In the event that the Contractor is authorized by the County to subcontract, this Contract shall take precedence over the terms of the Contract between Contractor and subcontractor, and shall incorporate by reference the terms of this Contract. The County shall look to the Contractor for performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor must meet the approval of the County of Orange.

- 28. Security Requirements:** Upon request by County department, Contractor shall with the respect to all employees of Contractor performing services hereunder:
- a. Perform background checks as to past employment history, Contractor may not rely on County's background security clearance as set forth in Paragraph 29, Background Clearance.
 - b. Inquire as to past criminal felony convictions.
 - c. Ascertain that those employees who are required to drive in the course of performing services hereunder have a valid California driver's license and no DUI convictions within two (2) years prior to commencement of services hereunder.
- 29. Background Clearance:** Upon request by County department, at least thirty (30) calendar days prior to the start of the Contract, or as soon as possible thereafter, Contractor shall email a list of current employees who will be assigned to perform services under this Contract to the corresponding department Project Manager so that the department can conduct background investigations of those assigned employees as required by this Contract. While clearance may be denied for many reasons based on information obtained in a background investigation, an omission of false statement made by the employee, regardless of the nature of magnitude of the omission or false statement, may also be ground for denying clearance.

- 30. Substitutions:** The Contractor is required to meet all specifications and requirements contained herein. No substitutions will be accepted without prior County written approval.
- 31. Usage Reports:** The Contractor shall submit usage reports on an annual basis to the assigned Deputy Purchasing Agent of the County of Orange user agency/department. The usage report shall be in a format specified by the user agency/department and shall be submitted 90 days prior to the expiration date of the contract term, or any subsequent renewal term, if applicable.
- 32. Waivers – Contract:** The failure of the County in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option contained herein shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.

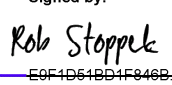
SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date first above written.

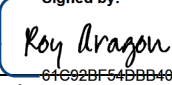
JOHNSON CONTROLS FIRE PROTECTION LP

* If Contractor is a corporation, signatures of two (2) specific corporate officers are required as further set forth. The first corporate officer signature must be one of the following: 1) the Chairman of the Board, 2) the President or 3) any Vice President. The second corporate officer signature must be one of the following: 1) Secretary, 2) Assistant Secretary, 3) Chief Financial Officer or 4) Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signator to bind the corporation.

Rob Stoppek	soCal MGM
Print Name	Title
Signed by:	
	2/23/2026
<small>60F1D618D1F846B...</small>	
Signature	Date

Print Name	Title
Signature	Date

COUNTY OF ORANGE A political subdivision of the State of California

Roy Aragon	Deputy Procurement Agent
Print Name	Title
Signed by:	
	2/23/2026
<small>64C92BF54DBB404...</small>	
Signature	Date

ATTACHMENT A
SCOPE OF WORK

I. INTRODUCTION

- A. Contractor shall provide any and all Facility Security Systems, Equipment, and Software with Related Services provided under Sourcewell Contract #121024-JHN to various County departments on an as-needed basis.
- B. Types of equipment needing services, but not limited to, are: fire alarm system, smoke detectors, fire suppression system, fire sprinkler system, standpipe and hose system, fire service mains (backflow equipment), fire pumps, water storage tanks, fire hydrants, risers.

II. CONTRACT USAGE

- A. Departments utilizing this Contract will submit a scope of service and request a quote/proposal from Contractor. Services to agencies/departments will be “project specific” or at contracted hourly rate, on an as-needed basis.
- B. Project specific means that Contractor shall propose the number of hours or a fixed fee required to provide needed services. County agencies/departments will provide detailed information (including but not limited to: the type of system to be serviced, frequency of services to be performed, system location, whether parts must be included in the quote/proposal or will be reimbursed, and any other relevant information) in their Scope of Work for the required project and/or multiple projects. The requesting department will review and express acceptance of the quote/proposal. Departments will issue their subordinate contract prior to commencement of services.
- C. Department subordinate contracts may require Board of Supervisor’s approval in accordance with County’s procurement policy.
- D. Departments must allow a minimum of three (3) working days for Contractors to respond to their quote/proposal.
- E. Equipment may be added or deleted from the Subordinate Contract from time to time, at the discretion of the County. County shall notify Contractor when equipment has been added or removed. Contractor shall service added equipment at contracted hourly rates if applicable.

III. CONTRACTOR RESPONSIBILITIES

- A. Contractor shall provide inspection, testing, maintenance and repair services to all requesting County departments and other government entities utilizing this Contract.
- B. Contractor shall obtain County’s approval and work closely with County Site Coordinator prior to commencing any inspections, testing, maintenance and repairs.
- C. Contractor shall provide labor, supplies, tools, transportation (including travel) and all necessary materials/equipment to perform fire alarm/suppression system maintenance, inspection, repair, testing services in accordance with contract requirements, the California Code of Regulations (CCR), Title 19, Chapter 5, associated National Fire Protection Association (NFPA) standards (including 12A, 13, 14, 20, 25, 72, 96, and 291), appropriate manufacturer specifications, all applicable technical bulletins, trade, federal, state and local laws, ordinances, rules and regulations, including but not limited to laws applicable to the services at the time services are provided to and accepted by the County.
- D. Contractor shall provide, when available, the latest version of software and all programming necessary for operation of system.

- E. Contractor shall have and maintain a telephone answering system with a twenty-four (24) hour, seven-day per week service, capable of contacting and dispatching service personnel.
- F. Contractor shall warranty all work under this Contract for a period of one (1) year (365 days) for parts and 90 days for labor from the date of acceptance.
- G. Contractor's personnel responsible for working on projects for this Contract shall be specifically trained and qualified to perform all work according to manufacturer's instructions. Evidence of all qualifications of personnel, including a minimum of five (5) years of experience in their respective trade shall be provided to the Project Manager or designee as requested.
- H. Only qualified service technicians can perform services. Apprentices or trainees are not acceptable.
- I. All Contractor employees shall be identified by a distinctive company logo, emblem or patch attached in a prominent place on an outer garment and be easily recognizable as the Contractor for Fire Alarm & Suppression System Maintenance & Repair Services. Employee identification shall not be substituted for required County badges or passes.
- J. Contractor shall comply with all applicable County department rules of conduct, policies, and procedures while on County premises.
- K. Contractor staff utilizing County facilities shall be courteous to the public and County staff. Contractor staff shall direct all communication and inquiries to County Project Manager or designee.
- L. Contractor shall provide a single point of contact (account representative and one backup) to support County requirements in the administration and use of this Regional Contract Agreement (RCA), including any subordinate agreements issued against the RCA by County agencies/departments or other government entities.
- M. Contractor's personnel shall perform all work with the necessary skills and diligence consistent with professional standards for the industry and type of work performed under this Contract, pursuant to the governing rules and regulations of the industry.
- N. Contractor must be certified/licensed to provide inspection, testing, maintenance and repair services for system/equipment from a wide array of manufacturers.

IV. SERVICE REQUIREMENTS

- A. Contractor shall conduct inspection and/or test the systems to assure that the system is fully operational and/or identify any deficiencies that require correction. Deficiencies identified shall be repaired by Contractor. Subsequent inspections and tests shall be scheduled in accordance with manufacturer's recommended service intervals or as designated in the subordinate contract.
- B. Contractor shall ensure that its inspection, testing, maintenance and repair services will not interrupt County operations except in those instances where such interruption is unavoidable and has been scheduled and approved in advanced by County.
- C. Contractor shall have sufficient, qualified, trained, and certified/licensed technicians to service all types of systems/equipment under this Contract.
- D. Contractor shall report to the County Project Manager or designee upon arrival at County facilities. Upon completion of services, the Contractor shall return to the Contract Project Manager or designee for approval of services performed.
- E. All services shall be subject to inspection and approval of County either by the Project Manager or designee prior to acceptance and approval for payment.

- F. After completion of services and/or inspection, Contractor shall provide a Service Report with recommendations if applicable to the County Project Manager or designee.
- G. Contractor shall complete all services within the approved schedule time frame during County's regular working hours (between 8am to 6pm). Various County facilities may need testing, maintenance and repair services on the weekends. Contractor shall provide weekend services at contracted rates. No overtime work shall be performed without the express authorization of the individual department coordinator. Any overtime work performed without County's authorization will only be paid at contract hourly rates.
- H. Contractor is responsible for providing sufficient personnel to accomplish the services in the amount of time indicated on their estimate or subordinate contract. If services are not completed within the estimated time frame and requires additional time and/or Contractor's payment of overtime, the County shall not be liable for reimbursement of additional hours or payment of overtime unless prior written approval is obtained from County.
- I. Contractor shall provide repair services requested by the County Project Manager or designee as necessary to keep the system/equipment fully operational. Repair services shall include but not be limited to: installation of parts, repairing of parts, testing, troubleshooting, or any repair necessary to maintain the system/equipment.
- J. Repair services performed outside of normal business hours must be approved in advance, in writing by the County Project Manager or designee.
- K. The Contractor shall make every attempt to complete repairs within the same working day, unless the repair service requires parts that must be ordered, Contractor shall notify County of the number of days when parts will become available. Contractor shall complete repairs within two (2) working days after parts become available.
- L. Emergency repairs may occur from time to time. Contractor shall respond immediately and must be on the job site and working within four (4) hours after receipt of an emergency call. If further labor (follow-up work) and parts are required to complete the repair, Contractor shall complete the repair within one (1) working day of parts/material becoming available.
- M. Contractor shall perform all testing in accordance with the manufacturer's specifications.
- N. **Response Time** – Contractor must acknowledge service calls via phone, on-site service call or e-mail within one hour of the placement of a service call.
- O. **Repair Services** - Contractor shall provide service repairs by the next business day on-site after a call is placed, during normal business hours between 8:00 AM. to 6:00 PM., Monday through Friday, unless otherwise specified by County.
- P. **Emergency Services** – Contractor shall respond within one (1) hour after receiving the call from County and provide service repairs within four (4) hours of notification by County. Services are to be during normal business hours between 8:00 AM. to 6:00 PM., Monday through Friday, unless otherwise specified by County. Some County facility hours of operation are 24 hours/7 days a week. Emergency services may be requested at any given time, on any day (including holidays). Contractor shall be required to provide emergency services as requested at contracted rates.

V. SCHEDULING REQUIREMENTS

- A. Contractor shall arrive at the project site as scheduled and all work shall be performed in a skillful and workmanlike manner by Contractor personnel that is trained and licensed appropriately for the work performed.

- B. Contractor shall provide a schedule for the accomplishment of all scheduled inspection and testing for County to approve. The schedule must provide the location, system/equipment, service to be performed and frequency of services. Once approved by the Project Manager or designee, the Contractor shall strictly adhere to the schedule.
- C. Contractor shall contact the Project Manager or designee a minimum of seven (7) days in advance to confirm the date and time of maintenance or service prior to performing work. Failure to confirm the date and time of maintenance or service may result in denied access to the facility.
- D. Any proposed changes to the approved schedule must be submitted to the County's Project Manager for approval at a minimum of seven (7) calendar days prior to the scheduled work.
- E. Contractor shall notify the building's central fire alarm station, Building Coordinator and all occupants in the immediate area that a functional system test is about to be conducted and again upon completion. Contractor shall leave the system in fully operational condition.
- F. If repairs cannot be completed within normal work hours, then the affected area or system function shall be bypassed to allow the remaining portions of the system to remain operational.

VI. RECORDS AND REPORTS

- A. Contractor shall maintain detailed written records of each inspection, test, certification and maintenance/repair and provide a copy to the County Project Manager or designee within five (5) days of completion of work. Report shall include at minimum: date of inspection, location, equipment type, description of services/repair, name and signature of service technician, description of any noted deficiencies and suggested corrective action, total labor hours (if applicable), name and signature of County employee certifying indicated services were performed, etc.
- B. Contractor shall establish and maintain a complete history file for each location serviced. Files shall contain a listing of all equipment serviced, manufacturer's model number and brand, copies of all completed Service Call Work Authorizations, ITM Checklists, and any other information relevant to work performed on fire suppression systems.

VII. MAINTENANCE, INSPECTION AND TESTING SERVICES

- A. The Contractor shall provide maintenance services including but not limited to:
 - Tripping and resetting the system
 - Visual inspections
 - Cleaning and replacing hardware (nozzle, brass caps, fusible links, manual pull glass rods and burst discs, etc.) as required by the manufacturer's recommendations
 - Inspect all hangers/seismic bracing, pipe and fittings
 - Test all alarm devices main drain, anti-freeze solutions and nose nozzles
 - Maintain all types of valves and prior to freezing low point drains (dry pipe systems) will also be maintained
 - Replace, refill and re-charge chemicals as necessary to maintain safe, efficient operation in the Halon system, etc.
 - Replace nitrogen/Co2 high pressure cylinders, as necessary

- Hydrostatically test all tanks and cylinders as required by accepted manufacturer's recommendations in accordance with provision in CCR Title 19
- B. Contractor shall provide all necessary repairs, (including ground faults) services replacement parts, wiring, peripherals, control boards, and modules including batteries, as necessary, to maintain fire alarm/suppression systems in a safe and working condition.
 - C. Contractor shall perform all maintenance services at the manufacturer's suggested intervals and/or as specified in the Subordinate Contract and as necessary to maintain the optimum level of efficiency for each system/equipment. Services shall include, as applicable, but not be limited to: cleaning, oiling, lubricating, adjustment, calibration, alignment, timing, replacement of any filter, blowing and back flushing, and operational testing of each system/equipment, and providing any necessary repairs and parts replacement, which may include valves, retard chambers, gauges, supervisory and flow alarm devices, water motor gongs and signage
 - D. Contractor shall affix a service tag to each riser, charging stem or system at the time of service or maintenance in accordance with CCR Title 19 and shall notify the County or designee of all system outages and or repairs prior to the commencement of work.

VIII. PARTS REPLACEMENTS

- A. Contractor shall provide all repair parts, and other materials required to complete the work. Contractor shall notify County of all parts costs and obtain County's approval prior to proceeding with services.
- B. Contractor shall be reimbursed for the cost of parts for hourly rate projects unless otherwise specified in the subordinate contract. A copy of the part receipt(s) must be submitted with the invoice for reimbursement. The County reserves the right to purchase repair parts independently.
- C. Incidental materials and supplies that are necessary to conduct repairs/maintenance are not reimbursable. Examples of incidental materials and supplies include, but are not limited to, solder, lead, flux, electrical connectors, electrical tape, fuses, nails, screws, bolts, nuts, washers, spacers, masking tape, sand paper, solvent, cleaners, lubricants, grease, oil, rags, mops, glue, epoxy, spackling compound, joint tape, gases, refrigerants, refrigeration fittings, plumbers tape and compound, clips, welding rods, heat sinks, touch up paint and plumbing fitting.
- D. All parts shall be new and shall meet or exceed the original equipment manufacturer's specifications.
- E. Any parts other than those manufactured by the original system/equipment manufacturer shall be approved by the County Project Manager or designee before they are utilized.
- F. Contractor shall maintain sufficient materials on hand to provide services under this Contract. Lack of availability of materials shall not relieve the Contractor from the requirement to complete services within the time limits specified in the contract.

IX. SAFETY REQUIREMENTS

- A. Contractor shall take all reasonable precautions, as directed by the County, or in the absence of such direction, in accordance with sound industrial practices, to safeguard and protect County property and adjacent property. Damages caused by Contractor's negligence shall be repaired at Contractors cost.
- B. Contractor shall keep work areas clean and free from any debris, rubbish, and hazardous waste. Contractor shall dispose of such waste at the completion of work at Contractor's expense, off County property. Hazardous wastes must be disposed of in accordance with all applicable federal, state and local laws and regulations.

- C. Contractor is responsible for advising Contractor's employees of all environmental and hazardous materials handling laws and regulations and is also required to have and maintain Material Safety Data Sheets (MSDS) on all materials that are so required by State and Federal laws and/or regulations.
- D. Contractor shall submit to the County a full report of damage to County property and/or equipment by Contractor's employees. All damage reports shall be submitted to the Project Manager within twenty-four (24) hours of the occurrence.
- E. Contractor shall furnish, erect and maintain all warning devices, i.e., barricades, cones, etc. as required or necessary to ensure the safety of the public, County, and Contractor's workers.

X. SECURITY REQUIREMENTS

- A. The County operates several secured facilities: most notable are several Probation, Sheriff and Airport operated sites. Contractors and their employees who perform services in County secure facilities will be required to strict operation policies and may be required to pass a background check prior to their employment due to security requirements for certain facilities covered under this Contract. During performance of the work, especially at detention facilities, workers shall closely monitor all tools, equipment and other materials at all times. Workers shall have no contact verbal or physical, with any inmate of these facilities. These policies have been designed with the primary purpose of ensuring a safe and secure environment for all involved.
- B. The Contractor will provide a list of all personnel/employees who will be directly performing tasks associated with the Contract. Contractor's personnel/employees providing service in a secured detention facility, a Probation facility or a Sheriff's facility, will be expected to pass two (2) separate background checks performed by the Orange County Sheriff's Department and the Orange County Probation Department. No changes shall be authorized to the approved list without a request in writing submitted by the Contractor and approved by the County Site Coordinator. At no time will unauthorized Contractor employees perform any task associated with this Contract. If this occurs, the Contractor will be notified that they have not complied with the terms of this Contract and are subject to Contract termination. The list of all Personnel/Employees working on County projects shall be submitted prior to award of this Contract.
- C. Contractor shall prepare and submit a Security Clearance form to the County Site Coordinator for all persons who will be working on or who will need access to secured facilities.
- D. Security Clearance forms shall be submitted at least five (5) working days prior to the start of work or prior to the use of any person subsequent to the start of work.
- E. Said Security Clearance forms shall be thoroughly and accurately complete. Omissions or false statements, regardless of the nature or magnitude, may be grounds for denying clearance.
- F. No person shall be employed on this work who has not received prior clearance from the Probation Department, Sheriff's Department or John Wayne Airport.
- G. The County, John Wayne Airport, Probation Department and Sheriff's Department are not under any obligation to give a reason clearance is denied.
- H. The Contractor shall be responsible to sign in with the County Site Coordinator or designee, as required. Upon arrival at any secure facility (e.g., JWA, Probation) the Contractor shall report to the Central Control Center (Control). Contractor personnel shall have no contact, either verbal or physical, with internees in secured detention facilities.

Specifically:

1. Do not give names or addresses to internees.

2. Do not receive any names or addresses from internees.
3. Do not disclose the identity of any internee to anyone outside the facility.
4. Do not give any materials to internees.
5. Do not receive any materials from internees (including materials to be passed to another individual or internee).

**Failure to comply with these requirements is a criminal act and can result in prosecution.*

- I. Any Contractor personnel/employee(s) engaged in the performance of work under this Contract shall be expected to pass the screening requirements and abide by all of the security requirements set forth by the Federal Aviation Administration (FAA) and the County of Orange.

“The Federal Aviation Administration (FAA) approved security program for John Wayne Airport requires that each person issued a John Wayne Airport security badge is made aware of his/her responsibilities regarding the privilege of access to restricted areas of the airport”.

All persons within the restricted air operation areas of the airport are required to display, on their person, a John Wayne Airport security badge, unless they are specifically exempted for reasons or they are under escort by a properly badge individual. Each airport employee or airport tenant employee who has been issued a John Wayne Airport security badge is responsible for challenging any individual who is not properly displaying an airport issued or approved and valid identification badge. Any person who is not properly displaying or who cannot produce a valid John Wayne Airport security badge must immediately be referred to the Sheriff’s Department Airport Detail Office for proper handling.

The John Wayne Airport security badge is the property of the County of Orange and must be returned upon termination of employment at John Wayne Airport. The loss of a badge shall be reported within twenty-four (24) hours to the Sheriff’s Department Airport Dispatch Center (949) 252-5000. A report shall be made before a replacement badge will be issued.

- J. All vehicles parked on-site shall be locked and thoroughly secured at all times.
- K. All equipment and materials shall remain in the Contractor’s possession at all times and shall never be left unattended. All lost or misplaced equipment or materials shall be reported immediately to the (a) security staff or Control in secured detention facilities or (b) the escort or Control in Sheriff’s facilities.
- L. Personnel shall not smoke or use profanity or other inappropriate language while on-site.
- M. Personnel shall not enter the facility while under the influence of alcohol, drugs or other intoxicants and shall not have such materials in their possession.
- N. Personnel shall plan their activities to minimize the number of times they must enter and exit a facility, i.e., transport all equipment and materials needed for the day at the start of work and restrict all breaks to the absolute minimum.
- O. Contractor employee(s) shall be well-disposed to the public and County staff utilizing the facilities but shall be responsive only to the requests of the County Site Coordinator unless otherwise directed and shall direct all inquiries or requests to the County Site Coordinator.

ATTACHMENT B**COMPENSATION AND PAYMENT****I. COMPENSATION**

This is fixed fee Contract between County and Contractor for Facility Security Systems, Equipment, and Software with Related Services as provided in Attachment A, Scope of Work and Attachment C, Sourcewell Contract #121024-JHN.

Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing, labor, tax, shipping, freight, insurance requirements, and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by Contractor of all its duties and obligations hereunder.

II. PRICING

Price list is based on the Sourcewell Contract #121024-JHN. Contractor shall provide updated pricing to the County on an annual basis.

III. INVOICE INSTRUCTIONS

Contractor must provide an invoice on Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, Contractor must leave an invoice with each delivery. Each invoice must have a number and must include the following information:

- A. Contractor's name and address;
- B. Contractor's remittance address if different from above;
- C. Name of County Department;
- D. Contract number must be referenced on all invoices;
- E. Service date(s) – Month of Service;
- F. Service description, including job classifications and hourly rates;
- G. Contractor's Tax Identification Number (TIN) or Employer's Identification Number (EIN);
- H. Total

The responsibility for providing an acceptable invoice to County for payment rests with Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to Contractor for correction. County's Project Manager, or designee, is responsible for approval of invoices and subsequent submittal of invoices to the Auditor-Controller for processing of payment.

III. PAYMENT TERMS

Invoices must be submitted to the user department to the ship-to address, unless otherwise directed in this Contract. Contractor must reference Contract Number on invoice. Payment will be net thirty (30) calendar days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the department and subject to routine processing requirements.

Billing shall cover services not previously invoiced. Contractor must reimburse the County of Orange for any monies paid to Contractor for services not provided or when services do not meet the Contract requirements.

Payments made by County shall not preclude the right of County from thereafter disputing any items or services involved or billed under this Contract and shall not be constructed as acceptance of any part of the services.

IV. ELECTRONIC FUNDS TRANSFER (EFT)

The County of Orange offers Contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An email address will need to be provided to the County of Orange via an EFT Authorization Form. To request a form, please contact the DPA.

ATTACHMENT C

STATE OF MINNESOTA/SOURCEWELL CONTRACT #121024-JHN

(Attached separately)

**MASTER AGREEMENT #121024****CATEGORY: Facility Security Systems, Equipment, and Software with Related Services****SUPPLIER: JOHNSON CONTROLS FIRE PROTECTION LP AND ITS AFFILIATES**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Johnson Controls Fire Protection LP, a Delaware limited partnership (JCFP) and its affiliates named herein (each also referred to as Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

**Article 1:
General Terms**

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier and its affiliates named below, and Participating Entities as it relates to Sourcewell's Cooperative Purchasing Program. Products listed in this Master Agreement will be available to Participating Entities through JCFP; Johnson Controls, Inc., a Wisconsin corporation, 5757 N. Green Bay Avenue, Milwaukee, WI 53209 (JCI); and Johnson Controls Security Solutions LLC, 5757 N. Green Bay Avenue, Milwaukee, WI 53209 (JCSS). Each of JCI, JCFP or JCSS shall be severally liable for its obligations and shall be bound by and solely responsible for performance of the obligations under this Master Agreement and any agreement entered into with a Participating Entity. Without limiting the foregoing, the Supplier entering into the agreement with a Participating Entity shall be the Supplier that shall have liability to such Participating Entity or Sourcewell for any act, omission or failure related to that particular

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agreement. When reference is made to "Supplier" herein, such reference shall mean the Supplier executing the related agreement.

- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.
- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on February 18, 2029, unless it is cancelled or extended as defined in this Agreement.
 - a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
 - b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances, and subject to Supplier's agreement to such extension.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in (Solicitation 121024) to Participating Entities. In Scope solutions include:
 - a) Alarm and signal systems;
 - b) Building security automation and integration, motion-controlled lighting, occupancy detection solutions;
 - c) Fire detection, sprinkler and suppression systems;
 - d) Intrusion and breach prevention and detection solutions;
 - e) Glass and window security, armor, and ballistic applications and solutions;
 - f) Closed circuit television (CCTV), surveillance, and recording solutions;
 - g) Facility and parking access control solutions;
 - h) Robotic and Artificial Intelligence (AI) surveillance solutions; and
 - i) Biometric scanning and screening.

Certain of the foregoing offerings may require special terms, in which case, Supplier and the Participating Entity will negotiate in good faith those terms, and if an agreement is not possible, will not constitute breach of this Agreement in any way.

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- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcwell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Reserved.**
- 13) **Supplier Representations:**
- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
 - ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
 - iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship for the warranty period specified in any additional terms and conditions entered into between Supplier and the Participating Entity. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.
- 14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcwell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- 15) **Debarment and Suspension.** 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 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 Agreement. Supplier further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time during the term of this Agreement.

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16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement 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 Section, all references to “federal” should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier’s Included Solutions with United States federal funds.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements 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.

ii) **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 comply with all applicable Davis-Bacon Act provisions.

iii) **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

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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, 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 Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **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 Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **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 Agreement it will comply with applicable requirements as referenced above.

vi) **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.

vii) **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

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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).

viii) **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.

ix) **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.

x) **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.

xi) **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 Agreement 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.

xii) **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.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a 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 Agreement or any purchase by an authorized user.

xv) **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

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Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **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.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement 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.

xviii) **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.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2: Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and

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- Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

A fully executed Sourcwell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcwell for this Agreement and must provide prompt notice to Sourcwell if that person is changed. The Authorized Representative will be responsible for:
- Maintenance and management of this Agreement;
 - Timely response to all Sourcwell and Participating Entity inquiries; and
 - Participation in reviews with Sourcwell.

Sourcwell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcwell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcwell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcwell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions 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;
- Sourcwell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

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- Participating Entity Contact Name;
 - Participating Entity Contact Email Address;
 - Participating Entity Contact Telephone Number;
- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.
- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Prior notice, but not consent, shall be required by Supplier for assignment to a Supplier affiliate or to address corporate restructurings, mergers, acquisitions, or other corporate changes. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

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- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement 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.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any third party claims or causes of action, including reasonable attorneys' fees incurred by Sourcewell, for bodily injury or tangible property damage to the extent caused by the Supplier or its agents or employees in the performance of this Agreement; this indemnification includes injury or death to person(s) or property caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Supplier's liability to Sourcewell arising out of this Agreement, with the exception of Supplier's indemnification obligations under this Section, shall not exceed amounts paid or payable under this Agreement or \$2,000,000, whichever is greater. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

Supplier shall not be liable for any type of indirect, special, liquidated, exemplary, collateral, incidental or consequential damages. These limitations of liability are effective even if Buyer has been advised by Supplier of the possibility of such damages.

- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.
- 19) **Grant of License.**
- a) **During the term of this Agreement:**
 - i) **Supplier Promotion.** 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, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
 - ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.
 - b) **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, partners, or agents (collectively "Permitted Sublicensees") in

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advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) **Use; Quality Control.**

- i) 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.
- ii) 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. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

- d) **Termination.** Upon the termination of this Agreement 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.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

21) **Severability.** If any provision of this Agreement 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 Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement 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:

- a) **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 Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury

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- \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
- b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. 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, provided via email, or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
- c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its 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 Agreement 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 Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3:

Supplier Obligations to Participating Entities

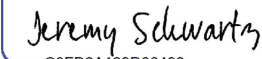
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Supplier will deliver its standard terms and conditions for monitoring services, and its standard terms and conditions for the scope of all task orders, to be incorporated in transaction documents with the Participating Entity, and subject to acceptance by such Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.


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- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

Signed by:

 By: C0FD2A139D06489...
 Jeremy Schwartz
 Title: Chief Procurement Officer
 Date: 5/5/2025 | 1:53 PM CDT

Johnson Controls Fire Protection, LP

DocuSigned by:

 By: D551D3CC1FE041D...
 Al Young
 Title: Vice President, Strategic Accounts
 Date: 5/11/2025 | 4:54 PM PDT

Johnson Controls, Inc.

DocuSigned by:

 By: D551D3CC1FE041D...
 Al Young
 Title: Vice President, Strategic Accounts

Johnson Controls Security Solutions LLC

DocuSigned by:

 By: D551D3CC1FE041D...
 Al Young
 Title: Vice President, Strategic Accounts

RFP 121024 - Facility Security Systems, Equipment, and Software with Related Services

Vendor Details

Company Name: Johnson Controls, Inc.
Address: 5757 N. Green Bay Ave
P.O. Box 591
Milwaukee, Wisconsin 53201
Contact: Tom Staves
Email: thomas.staves@jci.com
Phone: 443-676-8813
HST#: 39-0380010

Submission Details

Created On: Tuesday November 05, 2024 12:36:20
Submitted On: Tuesday December 10, 2024 11:36:08
Submitted By: Brett Herolt
Email: brett.a.herolt@jci.com
Transaction #: 211aabe4-8bc2-42dc-941d-320008e08261
Submitter's IP Address: 170.85.133.80

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

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).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer’s corporate organization affiliation.

Line Item	Question	Response *
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Johnson Controls Fire Protection, LP.
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes.
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	<p>In the event of award, Johnson Controls Fire Protection, LP will execute the master agreement with Sourcewell and be the responsible supplier in the United States. In Canada, its affiliate Tyco Integrated Fire and Security dba Johnson Controls Canada, LP will be the responsible for offering and performing delivery of the solutions and services described within this proposal.</p> <p>All Johnson Controls Affiliates will be quoting and performing the scope of work under this response, as such, Johnson Controls Fire Protection, LP (as well as the following affiliates Johnson Controls Security Solutions, Tyco Integrated Fire & Security, Johnson Controls Canada, LP, and Johnson Controls, Inc.), will be named as Johnson Controls collectively throughout the remainder of this document.</p> <p>To the extent financed solutions are offered, Johnson Controls may facilitate use of Sourcewell Awarded Supplier NCL, or JCI Financing or affiliates as desired by any participating entities.</p>
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE code: 25244 CAGE UEI: Z2N8C3NL8FW5
5	Provide your NAICS code applicable to Solutions proposed.	<p>NAICS Codes for Johnson Controls Fire Protection LP</p> <p>238210 Fire sprinkler system installation</p> <p>334290 Fire detection and alarm systems manufacturing (For use only by Westminster, MA)</p> <p>423990 Fire extinguisher sales combined with rental and/or service</p> <p>561621 Fire alarm sales combined with installation, repair, or monitoring services; Security alarm systems sales combined with installation, repair, or monitoring services</p> <p>NAICS Codes for Johnson Controls Security Solutions LLC</p> <p>561621 Security Alarms Systems (sales, installation, monitoring, maintenance)</p> <p>NAICS Codes for Johnson Controls, Inc. BT&S Group</p> <p>332911 Industrial Valve Manufacturing</p> <p>336512 Automatic environmental control manufacturing for residential, commercial and appliance use</p> <p>238210 Electrical Contractors</p> <p>238220 Plumbing, Heating, HVAC</p>
6	Proposer Physical Address:	5757 N. Green Bay Ave. Milwaukee, WI 53209

7	Proposer website address (or addresses):	www.johnsoncontrols.com	Attachment C
8	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):	Name: Justin Newbern Title: Service Sale Enablement Leader Address: 4820 Executive Park Court, Jacksonville, FL 32216 Email: justin.m.newbern@jci.com Phone: (407) 362-8689	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Name: Thomas Staves Title: Sales Manager, Cooperative Contracts Address: 705 Digital Drive, Linthicum, MD 21090 Email Address: thomas.staves@jci.com M: (443) 676-8813	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Name: Melanie LeClair Title: Business Development Manager Address: 30 Thomas Dr., Westbrook, ME 04092 Email Address: melanie.leclair@jci.com Ph: (207) 232-6501	*

Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

Line Item	Question	Response *
11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	<p>Company History Johnson Controls, a publicly held corporation, was founded in 1885 and trades on the New York Stock Exchange under ticker symbol JCI. Warren Johnson started the Johnson Electric Service Company which was incorporated in the State of Wisconsin on July 31, 1900. In Canada, we have been incorporated in the Province of Ontario since 1912. We have 13 branch offices and 65 local satellite offices located throughout Canada covering every province.</p> <p>Johnson Controls is a global leader in delivering integrated building control systems, mechanical equipment, fire alarm and life safety products, physical security systems, and both mechanical and technical services. We also provide solutions designed to improve the comfort, safety, and energy efficiency of non-residential buildings and residential properties.</p> <p>Johnson Controls operated under two former names: Johnson Electric Service Company July 31, 1900 to July 10, 1902, Johnson Service Company July 10, 1902, to November 11, 1974. Our company merged with Tyco International in 2016 as Johnson Controls International, PLC.</p> <p>Johnson Controls International plc's shares are traded on the New York Stock Exchange (NYSE: JCI). We are a Fortune Global 500 company with more than \$26.7 billion of revenue in 2023.</p> <p>For information on its parent company, Johnson Controls International plc, refer to its Form 10-K annual report identifying the Company's significant subsidiaries. Members of the Company's executive management group may serve as a director and/or officer of any of the Company's subsidiaries. However, these individuals generally are not involved in the day-to-day operations of these companies. None of the Company's principal officers beneficially owns 1% or more of any of the Company's subsidiaries. https://investors.johnsoncontrols.com/financial-information/financial-reports?doc=*</p> <p>Johnson Controls sells its integrated control systems, security systems, fire-detection systems, equipment, and services primarily through the Company's extensive global network of sales and service offices, with operations in approximately 60 countries. Significant sales are also generated through global third-party channels, such as distributors of air-conditioning, security, fire-detection, and commercial HVAC systems.</p> <p>Trusted Buildings brands, such as YORK®, Hitachi Air Conditioning, Metasys®, Ansul, Ruskin®, Titus®, Frick®, PENN®, Sabroe®, Tyco®, Simplex® and Grinnell® give the Company the most diverse portfolio in the building technology industry.</p> <p>By selecting Johnson Controls, Sourcewell members can engage an Original Equipment Manufacturer (OEM) that can provide a single point of contact and accountability for all of their Fire Safety and Security Solution needs. Factory-trained Johnson Controls employees operate out of a nationwide branch network that ensures expert local service in every market in North America. This level of local expertise will help Sourcewell members ensure that their project produces the expected results and the highest return on investment.</p> <p>Furthermore, Sourcewell members will engage an industry leader that can realize ensure an end-to-end offering that is designed, implemented, commissioned, and serviced by reliable experts that have successfully performed similar projects for other K-12, higher-education, state, and local government bodies. As the world leader in</p>

Fire Safety and Security Solutions, we are uniquely well positioned to partner with Sourcewell members on their projects because we can provide a single source of accountability for any project. Whether the member's project is a simple equipment upgrade, an overhaul of a member's systems, a planned service agreement, emergency service, or any combination of services or products, Sourcewell members will get the same reliable service, high-performance, and attention to detail without regard to the size of the member's project.

As a highly recognized systems integrator, we have unique ties to brands such as Software House access control systems, American Dynamics CCTV systems and Zettler nurse call systems. This equipment is manufactured by our sister company, Tyco Fire Protection Products (TFPP). Consequently, our team has factory direct access to TFPP's products and services.

Core Values

Johnson Controls core values (listed below) act as a guide as it pertains to our mission to create a holistic offering of facility security systems, products, and software solutions. These values are the guiding principles that drive our mission to serve customers with a shared purpose and approach grounded in performance and value.

Integrity First: We promise honesty and transparency. We uphold the highest standards of integrity and honor the commitments we make.

Purpose Led: 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.

Customer Driven: We win when our customers win. Our long-term strategic relationships provide unique insights and the ability to deliver exceptional customer experiences and solutions.

Future Focused: Our culture of innovation and continuous improvement drives us to solve today's challenges while constantly asking 'what's next'.

One Team: We are one team, dedicated to working collaboratively together to create the purposeful solutions that propel the world forward.

Excellence: Striving for excellence in all endeavors and delivering superior performance.

Business Philosophy

Our business philosophy revolves around innovation, sustainability, and continuous improvement, with a focus on delivering exceptional customer experiences. We empower our customers to win everywhere, every day, and are committed to helping our customers achieve their goals and objectives by providing industry-leading solutions, technology, and services. We believe in creating value through sustainable practices and a dedication to excellence in all aspects of our business. All of this is in service to our mission, which is to create a more comfortable, safe, and sustainable world.

Specifically, our philosophy focuses on the following guiding principles:

Customer-Centric Approach: Johnson Controls prioritizes understanding and meeting customer needs, delivering value and exceptional service.

Technology Leadership: We strive to be at the forefront of technological advancements, developing innovative solutions that address current and future challenges.

Environmental Responsibility: We are committed to sustainability, promoting energy efficiency, reducing environmental impact, and helping customers achieve their sustainability goals.

Operational Excellence: We aim for operational excellence across their organization, driving efficiency, cost-effectiveness, and high-quality performance.

Inclusion and Diversity: Johnson Controls values and embraces diversity, fostering an inclusive work environment that encourages collaboration, creativity, and diverse perspectives.

Ethical Standards: We uphold high ethical standards, promoting integrity, transparency, and accountability in all business dealings.

Industry Longevity

Our commitment to providing high-quality fire safety, life safety, and security solutions runs as deep as our resources. Johnson Controls has delivered integrated Life Safety, Security and Fire solutions to over 50,000 customers over 45+ years.

Johnson Controls and affiliate entities offer a breadth of experience that is unmatched in the security industry. With a history dating to 1874, we trace our beginning to the roots of the North American commercial security market. Formerly known as ADT Business Solutions, Johnson Controls Fire Protection, LP became an independent company in 2012. As a business unit of Johnson Controls, the company is focused exclusively on providing security solutions for the commercial, retail, industrial and governmental markets.

With 10,000 people dedicated to supplying the most advanced business security solutions, Johnson Controls helps companies protect their employees, customers, facilities, and operations from internal and external threats, and allows businesses to

work smarter through enhanced security management solutions.

Johnson Controls helps protect all types of organizations, including K-12 school systems, institutions of higher learning, government buildings, hospitals, banks, manufacturing and distribution centers, food and beverage facilities, pharmaceutical companies, transportation and logistics, and retail stores. We secure businesses that operate out of a single location, as well as complex nationwide enterprises. Across these industries and many more, we help customers meet their regulatory and compliance requirements and provide integrated security and life safety solutions that help them run not just safer, but sharper, too. Our products and solutions help protect:

80% of the world's top 200 retailers.

Over 1,000,000 firefighters around the world.

90% of the top 50 oil and gas companies.

Our integrated solutions are in more than 300 international airports.

We protect 100+ major stadiums around the world.

We secure, monitor and service hundreds of Fortune 500 companies globally.

Our products are in 200+ hospitals around the world.

Johnson Controls' Advanced Services offers a breadth of experience that is unmatched in the physical security industry. With hundreds of years of joint experience, many team members have worked with this group and in the physical security industry for 20+ years. Formerly known as SST (Security Services & Technologies), established more than 30 years ago, this group became part of the Johnson Controls organization through acquisitions, bringing together a world-class, regional security integrator with a multi-national building solutions provider. This alliance brings the feel of a regional security partner with the strength of a global company.

Best-in-class Partnerships. We amplify our own capabilities by partnering with other technology leaders to seamlessly deliver world-class solutions for Sourcewell members. As a universally recognized systems integrator, Johnson Controls is an authorized distributor of leading security products. Our team also has unique ties to several security brands that are also subsidiaries of Johnson Controls International, such as American Dynamics, Bentel Security, CEM Systems, DSC, Cloud, Illustra, Kantech, and Software House. Our organization also has direct access to best-in-class manufacturers with the ability to support the solution that best fits Sourcewell members' security needs. Some examples include:

- Video Management Systems: Genetec Omnicast, Software House - Victor, Avigilon
- Cameras: American Dynamics, Axis, Hanwha, Bosch
- Access Control Systems: Genetec Synergis, Software House CCure, Lenel
- Intrusion Detection Systems: DMP, Magos, Southwest Microwave
- Turnstiles: Boon Edam, DSI, Orion, Automatic Systems
- Locks: Assa Abloy, Salto, Best Access
- Emergency Alert Systems: Lynx, Shooter Detection Systems

<p>12</p>	<p>What are your company's expectations in the event of an award?</p>	<p>In the event of award, Johnson Controls would anticipate expanding this contract over year throughout the contract's term. The award of this contract and its parameters would be communicated to all 160 offices located throughout North America and to our Government Solutions team (as described in response to question 26).</p> <p>Johnson Controls will provide training to the entire U.S.-based field sales force and security system, equipment, and software agents on how to incorporate this Sourcewell contract into their Sales processes with existing Johnson Controls customers. In Canada, we will connect the Canadian branch sales teams and security system, equipment, and software agents with Canoe to help support use of the contract in Canada. If an existing customer in either the U.S. or Canada is not already a Sourcewell/Canoe member, we will work with that customer to explain the benefits that come from being a member in an effort to make sure they become a member.</p> <p>Additionally, we will request that all branch sales team members and security system, equipment, and software agents attend Sourcewell-led training sessions so they may learn directly for Sourcewell experts as it pertains to properly and effectively position the strength of the Sourcewell contract and the extensive benefits that come from being a member. Furthermore, these efforts will involve the creation of printed collaterals, websites, Email campaigns, and a presence in local and regional trade shows in conjunction with Sourcewell.</p> <p>Our applied security system, equipment, and software segment made up 32% of the company's 2024 fiscal year sales and includes large commercial applied security system, equipment, software, and related systems. The growth in Johnson Controls' North America security system, equipment, and software solutions orders were driven by 22% and 5% year-over-year increases in systems and service orders, respectively, according to the company's earnings presentation. We will use this momentum and leverage the Sourcewell expertise to continue to grow our security system, equipment, software, and related systems business and support North American customers.</p>
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Attachment C

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13	<p>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. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.</p>	<p>Johnson Controls, Inc. and our affiliate Johnson Controls Canada LP are indirect, wholly owned subsidiaries and North American operating companies of our parent company, Johnson Controls International plc.</p> <p>Johnson Controls International plc has a strong balance sheet with significant financial liquidity. As of September 30, 2024, our parent company has more than \$42.7 billion in total reported assets. In addition, we continue to generate strong revenue and profitability. For the fiscal year 2024, our company reported net revenue of \$22.95 billion and net income of \$1.7 billion. Our parent company has a long-term credit rating of BBB+/Stable/A-2 from Standard & Poor’s Rating Service. This financial strength empowers us to fund our project development activities.</p> <p>We have included our parent company’s recent financial statement in the document upload section of our response. Additionally, all of our financial statements and reports are available at our website: https://investors.johnsoncontrols.com/financial-information/quarterly-and-annual-reports.</p> <p>Johnson Controls’ financial health provides Sourcewell and its members with assurance of our ability to serve our customers. Our capacity to integrate a wide range of services into a cohesive, tailored value proposition for our customers truly differentiates us from our competitors. We have invested millions of dollars to create a robust operational, financial, and technical infrastructure, critical when managing large, widely distributed, and divergent sets of properties that constitute customer portfolios.</p> <p>We continue to focus on profitable growth in all our businesses, as it allows us more opportunities to leverage our volume, leading to improved quality and efficiencies. This enables us to invest in innovation and improve our services, bringing more success to our customers. Our growth goals are supported by initiatives focusing on new technology, optimizing our resources and continuous improvement of quality, reliability, and delivery.</p> <p>SEC Investigations As of November 2024, Johnson Controls has no pending or in progress SEC investigations.</p> <p>Credit Holds Johnson Controls has not had a credit hold within the past 24 months.</p> <p>Bonding Current bonding rating A (AM Best) Current bonding capacity \$200 million single \$600 million aggregate Current bonding rate \$2.50/\$1,000</p> <p>Banking References Bank of America 231 S. LaSalle Street, 7th Floor, Chicago, IL 60604 Michael Brunsman (513) 929-5102 Michael.brunsmann@bam.com Sterling National Bank 500 Seventh Avenue, 3rd Floor, New York, NY 10018 John Riddle (949) 370-2907 jriddle@snb.com TD Equipment Finance 12000 Horizon Way, 3rd Floor, Mt. Laurel, NJ 08054 Dan McGarry (856) 685-5256 Daniel.McGarry@td.com</p>
14	What is your US market share for the Solutions that you are proposing?	17%
15	What is your Canadian market share for the Solutions that you are proposing?	17%
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	Johnson Controls, Inc. has never sought bankruptcy protection.

<p>17</p>	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b).</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>	<p>Johnson Controls is best described as a manufacturer and service provider with extensive network of sales and service branches that are 100% company owned. Through our award-winning digital technologies and services, we are transforming facility security systems, equipment, equipment, software, and related solutions and offerings into safer and more secure facilities. The branch network is made up of a network of 160 offices throughout North America (including Canada) and is comprised of expert local resources that are employed directly by Johnson Controls and have experience serving customers in every market vertical. Our branch locations and staff specialize in the provision of equipment, installation, and service for project security, fire, and life safety solution offerings.</p> <p>Furthermore, these local branches are supported by a team of nationally based professionals dedicated to implementing facility security systems, equipment, equipment, software, and related solutions contracts for thousands of customers spanning the K-12, higher education, federal, local and state government, public housing, and healthcare markets. Johnson Controls has the knowledge, expertise and experience with similar projects to develop a successful long-term sustainability partnership with each Sourcewell member seeking a facility security systems, equipment, equipment, software, and related offering solution. This is accomplished through our branch network that mobilizes best in class local contractors and engineering firms best suited for the proper execution of customer projects.</p>
<p>18</p>	<p>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>	<p>Johnson Controls, Inc. is incorporated in Wisconsin and is legally qualified to do business in all states in the United States and numerous foreign countries. Johnson Controls, Inc. holds all necessary licenses and registrations to conduct its business.</p> <p>All projects and equipment will be designed and installed according to all relevant codes, standards and industry best practices including adopted international codes, national, state, and other local codes. All design work performed by Johnson Controls will be controlled, documented and approved using a formal document control system. Design submittals will be reviewed for completeness, thoroughness and compliance with applicable codes.</p> <p>Our dedicated full-time project managers bring expertise in local codes and regulations because they are based in the area and undergo regular training to bring you the latest industry practices. And because they are all in-house employees, we provide you with single source accountability and greater assurance that the project will be delivered successfully.</p> <p>Johnson Controls' security domain consists of over 4,000 installation personnel. As a leading security and life safety systems integrator, we boast superior installation abilities. Johnson Controls technicians receive training through our online platform, Johnson Controls Technical Training University, as well as through direct vendor training. Our technicians possess many certifications, often at the highest level attainable.</p> <p>Innovation is a key value and focus for our organization, which is why we invest millions each year in training our personnel in the latest technologies. Johnson Controls also holds regular refresher training courses and recertification opportunities on a frequent basis throughout the year.</p> <p>Johnson Controls technicians are factory-trained and mobile, carrying the most frequently used equipment. They are supported by Johnson Controls' global parts network which is prepared to provide emergency backup in critical situations. Vehicle replenishment occurs on a weekly basis.</p> <p>The Johnson Controls Commercial Installation Department adopts the following codes and standards, including any subsequent changes to them as minimum standards: National Electrical Code (NEC), National Fire Protective Association (NFPA), Factory Mutual (FM), and Underwriter's Laboratories (UL).</p> <p>Our customers are significant to us because most are leaders in very important market segments and are also in periods of aggressive growth – as are we. Furthermore, our customers believe in our ability to keep up with their growth as they contribute to our advancements. We place these relationships and partnerships into the hands of our installers and service technicians.</p> <p>Johnson Controls traditionally uses internal employees for all installations. As a back-up in times of high labor demand or to meet specific geographical requirements, Johnson Controls has the capacity and partnerships with providers of certified subcontractors. Subcontractors are required to sign a subcontract agreement. This includes licensing, insurance, background checks, and financial requirement verification. All subcontractors are required to submit verification that any of their employees who may perform work at a customer jobsite have undergone drug screening and background checks. When using subcontractors, Johnson Controls maintains ownership of the project at all times and interacts directly and consistently</p>

with the subcontractor to coordinate installations. Every Installation performed by subcontractor is evaluated and certified by a Johnson Controls field service technician to ensure quality standards are met.

Team Member Certifications

We maintain the qualifications and certifications necessary to fairly evaluate, engineer, integrate, install, and service the best fire and security systems, subsystems, and components. In addition to professional licenses in all 50 states, 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.

Industry and Professional Certifications

- PE – Professional Engineer
- CPP – Certified Protection Professional
- PSP – Physical Security Professional
- NICET – Certified Engineering Technician
- NICET – Certified Video System Designer
- U.S. Government Security Clearance

Technical Certifications

- MCITP – Microsoft Certified IT Professional
- MCP – Microsoft Certified Professional
- MSE- Microsoft Certified Systems Engineer
- CCNA – Cisco Certified Network Associate
- Cisco ATP – Cisco Authorized Technology Partner
- CISSP – Certified Information Systems Security Professional
- COMP TIA – Network+
- CNE – Certified Novell Engineer
- P2000 Certification
- Milestone Certification
- IFC certification
- IPConfigure Certification
- Open Options Certification
- Vesda Certification
- Avigilon Certification
- NC LV/FA license
- EST3 Certification
- FireWorks Certification

By centralizing this expertise within our Global Security Solutions team, we can export our highly trained talent, experience and product knowledge to projects being performed at any of our branch office locations throughout the U.S and Canada, ensuring a high level of capability, experience, and performance for the most challenging of projects. This approach allows us to standardize our delivery of complex projects for multi-site customers.

Our Technicians Are Factory-Trained to Maintain Complex Fire Alarm Equipment.
 On-site Response: Our qualified technical representatives can be dispatched to the site (if necessary), to begin the troubleshooting and diagnostic process. Service vehicles are equipped with the necessary tools.

Dedicated Technicians Our team can provide dedicated full-time service technicians at the client's facility. Many of our customers elect these services for large facilities and campuses.

Johnson Controls Technical Representatives Capabilities

Warranty and future services will be performed by our qualified service technicians. Our technicians service Johnson Controls security and life safety system's hardware and software. Our local offices are supported by the largest and best-trained service organization in the industry. Thousands of these professionals are certified by the National Institute for Certification of Engineering Technologies (NICET).

Prospective technical service representatives are subjected to preliminary testing in electronics, computer proficiency and analytical logic in addition to a series of personal interviews with departmental, branch and corporate levels of Johnson Controls management. Written examinations, verification of work experience, competency, knowledge and personal recommendations are used during our technical certification process. This process ensures all of our service employees have competent customer service and communication skills. Applicants who meet these strict standards receive criminal background checks and pre-employment drug screening.

They are taught Johnson Controls operational, administrative, and customer service

		<p>processes and procedures. After they successfully pass local training programs, they travel to our Corporate facility in Westminister, Massachusetts for several weeks of technical training.</p> <p>They learn how to troubleshoot, program, and repair Johnson Controls equipment. Our service employees also receive continuous educational training including video training tapes and on-going technical schooling at our corporate facility.</p> <p>Each representative is highly trained in all aspects of fire alarm and security technology, including electrical/electronic circuit operation and troubleshooting. Our field's TRs are computer-literate, and they are thoroughly familiar with microprocessor-based control systems designed for the fire and security industry.</p> <p>Automatic Fire Sprinkler Certification This certification program is for engineering technicians engaged in the layout and detailing of automatic sprinkler systems, which must meet existing and proposed code and statutory requirements. Areas covered include knowledge of physical science, advanced hydraulics, applicable codes and standards, and contract administration.</p> <p>Water Based Systems Certification This certification program was designed for technicians in the automatic fire sprinkler industry who are engaged in the physical and mechanical aspects of inspection, testing, and maintenance of water-based systems including foam and foam-water systems. (The program does not cover systems that deal with CO2, halon, and dry chemical.)</p> <p>Our Technicians Attend Extensive Training, Including NICET Certification. Certification at Levels II and III does not require prior certification at Level I. Certification at Levels II and III does not require prior certification at the lower level, but it does require meeting the certification requirements of the lower levels.</p> <p>Special Hazards and Suppression Systems Certification This certification program is designed for engineering technicians engaged in the detailing and layout and/or installation and maintenance related to special hazards suppression systems. Technical areas covered include knowledge of physical science and mathematics, elements of electricity and electronics, available fire suppression agents, available fire protection devices, hydraulics of the flow of various agents, systems installation, servicing and maintenance, applicable codes and insurance authority standards, and contract interpretation and preparation.</p> <p>With over 160 branch locations throughout North America, we cannot provide a comprehensive list of all relevant licensed personnel. We are licensed to do all covered services in all 50 states, U.S. territories, and in Canada.</p> <p>ISO Certification 82% of our building technology manufacturing plants are ISO 9001-2015 certified. The remaining 18% will become ISO 9001 certified as part of our company's manufacturing governance system to attain world-class performance and drive operational excellence.</p> <p>The figures presented do not include our satellite manufacturing plants because their headcounts are too low to undertake/sustain the process.</p> <p>We have an Environmental Management System in place — all our manufacturing locations are expected to adopt a management system compliant with ISO14001.</p>
19	<p>Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.</p>	<p>Debarments and Suspensions Johnson Controls, Inc. is not aware of any instance where it has been debarred or suspended by a federal, state or local government or Quasi-Government Agency. However, given the size and breadth of Johnson Controls, Inc.'s operations, we cannot state with certainty that no such actions have occurred. Johnson Controls, Inc. can state that when it encounters execution challenges with public body customers that could imply such action, we endeavor to quickly correct or resolve such situations.</p>
20	<p>Describe any relevant industry awards or recognition that your company has received in the past five years.</p>	<p>Awards and Achievements Supplier Awards Sourcewell awarded Johnson Controls' Thomas Staves (Sales Manager, Cooperative Contracts), with the 2024 Legendary Leadership Award Technology AI Artificial Intelligence Excellence Award 2024, by BIG (Business Intelligence Group), recognized our accomplishments in AI technology. Our AI-powered Johnson Controls OpenBlue Worker Safety digital solution was named a winner in the Machine Learning category and the Johnson Controls OpenBlue Central Utility Plant Optimization solution was named as a finalist in the Intelligent Control category. Sensormatic Solutions, the global retail solutions portfolio of Johnson Controls, was named a winner in the Computer Vision category for Computer Vision Analytics.</p>

Smart Building Management Platform 2024, named the overall leader for our smart building management platform in the Smart Building Management Platforms competitive assessment, conducted by ABI Research, a global technology intelligence firm. Researchers assessed the Johnson Controls OpenBlue ecosystem of connected technologies and services, scoring it highest in implementation among nine other platform providers. The findings were reconfirmed in ABI Research's 55 Technology Leaders To Watch In 2024 report.

Leader in Energy Management Software 2023, by independent industry analyst firm Verdantix in its Green Quadrant: Energy Management Software 2023 report.

Johnson Controls' George Oliver named 2022 IoT Company CEO of the Year by IoT Breakthrough, an independent organization that recognizes the top companies, technologies, and products in the global Internet of Things (IoT) market today. This is the Fourth consecutive year receiving an IoT Breakthrough Award. In 2021, we were named IoT Partner Ecosystem of the Year (recognizing our OpenBlue digital platform). Johnson Controls was named "Overall IoT Company of the Year" and "IoT Innovator of the Year," in 2020 and 2019 respectively.

Clarivate Top 100 Global Innovator 2021 (sixth straight year), recognizing our investment in innovation, including engineering, research and development, and an increase in patent application filing over the last five years. Clarivate, a global leader in providing trusted information and insights to accelerate the pace of innovation, identifies companies at the pinnacle of the global innovation landscape by measuring the ideation culture that produces patents.

Corporate Diversity

Newsweek America's Greatest Workplaces for Diversity – 2024, 2023
 Forbes World's Best Employers for Women – 2023
 Forbes America's Best Employers for Diversity – 2023, 2022, 2021
 Human Rights Campaign Corporate Equality Index Score of 100 – 2024, 2023, 2022
 U.S. Veterans Magazine Veterans Best of the Best – 2022, 2021, 2020, 2019, 2017
 DiversityInc Noteworthy Company – 2021, 2020, 2019, 2018, 2016
 Women Engineer Magazine Top 50 Employers for Woman Engineers – 2019
 Workforce Diversity for Engineering & IT Professionals Magazine Top 50 Employers for STEM Workforce Diversity – 2019

Sustainability & Corporate Responsibility

Newsweek Excellence 1000 Index – 2024
 TIME's World's Best Companies List – 2023
 Microsoft Sustainability Changemaker Partner of the Year – 2022
 World's Most Ethical Companies, Ethisphere Magazine – 2024 (multi-year honoree since 2007)
 Platinum Sustainability Rating by EcoVadis (top 1% of more than 100,000 companies worldwide) – 2022 (Gold Ranking 2019-2021, 2024)
 100 Best Corporate Citizens, 3BL Media – 2022 (#21 in overall ranking; multi-year honoree since 2006; one of only 19 companies to make the list every year since 2009)
 Global 100 Most Sustainable Corporations in the World, Corporate Knights – 2023 (#1 in our industry, ranked #12 overall; multi-year honoree since 2013)
 Named to Fortune Most Admired Companies 2022
 Dow Jones Sustainability Index, DJSI North America – 2021 (multi-year honoree since 2005)
 CDP Climate Change Leadership List, 2024, CDP A-List (multi-year honoree)
 Carbon Clean 200, ranked #31 – 2024
 Global Compact 100 Index, representative group of Global Compact companies selected based on their adherence to the Global Compact's Ten Principles as well as evidence of executive leadership commitment and consistent base-line profitability, United Nations – Since 2013
 MSCI Global Climate Index and other Socially Responsible Indexes – Since 2002
 ENERGY STAR, ENERGY STAR Most Efficient
 Euronext Vigeo Eiris World 120 and U.S. 50
 FTSE4Good Index
 KLD 400 Social Index
 Oekom Corporate Rating Prime status
 MSCI AA Status 2024 – This is Morgan Stanley's sustainability index.
 S&P Global ESG Index 2022 – Even at a time when companies like Walmart, Twitter and Honeywell were dropped from the S&P Environmental, Social, and Governance Index, we maintained our spot.
 ESG Industry Top Rated by Sustainalytics, 2024
 ISS Prime Corporate ESG Performance, #1 in our GISC industry
 Named to 2023 Financial Times European Climate Leaders list, multi-year recognition
 Recipient HRH The Prince of Wales inaugural Terra Carta Seal

21	What percentage of your sales are to the governmental sector in the past three years?	In the last three years, 13% of Johnson Controls sales were in the governmental sector. 2021 – 14% 2022 – 13% 2023 – 13% 2024 YTD – 13% Grand Total: 13%
22	What percentage of your sales are to the education sector in the past three years?	In the last three years, 16% of Johnson Controls sales were in the education sector. K12 Schools and Higher Education 2021 – 17% 2022 – 17% 2023 – 16% 2024 YTD – 16% Total % – 16%
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	Johnson Controls currently holds cooperative purchasing agreements with the following entities: USA: Sourcewell, Equalis Group, TIPS, NASPO, 1 GPA, OMNIA Partners Canada: Sourcewell / Canoe Procurement Group, Kinetic For each of these agreements Johnson Controls Inc., Johnson Controls Canada LP, Johnson Controls Fire Protection, and Johnson Controls Security Solutions can utilize as Prime or as an approved reseller. Our Cooperatives Sales Totals: FY2021 \$177M, FY2022 \$375M, FY2023 \$273M, FY2024 \$392M We have many State Government Agreements. Some of our larger State agreements include the State of New York, State of New Jersey, State of Texas, State of Pennsylvania and State of California. Our State Contract Totals: FY2021 \$162M, FY2022 \$211M, FY2023 \$179M
24	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-07F-190CA: FY2021 \$18M, FY2022 \$34M, FY2023 \$33M 47QSHA23D0018: FY2021 \$25M, FY2022 \$27M, FY2023 \$39M GS-07F-225CA: FY2021 \$67M, FY2022 \$72M, FY2023 \$78M

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
Fairfax County Public Schools	Nick Georges Technical Security Sr. Manager	(571) 423-2030
McLean County Unit 5 School District	Tom Rockwell Director of facilities	(309) 275-8288
Wake County Government	Travis Hall Administrative Mgr.-Security Project Mgr	(919) 856-5711

Table 3: Ability to Sell and Deliver Solutions (150 Points)

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 *
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<p>26</p>	<p>Sales force.</p>	<p>Johnson Controls sales force is extremely well equipped to serve all Sourcewell/Canoe members throughout all 50 states within the U.S., all American territories (i.e., Puerto Rico, U.S. Virgin Islands, etc.), and all Canadian provinces via a broad and expansive network of Johnson Controls Facility Security Systems, Equipment, Software and Related Solutions Agents (an extension of the Johnson Controls Security Solutions sales organization), 160 branch locations with sales and service teams, and 92 distribution and warehouse facilities throughout North America. As a supplier providing a sole source of responsibility, we are a leading provider of facility security systems, equipment, software and related solutions for Sourcewell members under our current contract with total sales of \$300M since 2019. We offer a broad spectrum of security and fire protection technologies and services designed to provide safe, comfortable, and efficient facilities. Our ability to install and integrate the systems that are essential to you results in lower first costs, as well as operational efficiencies. Our security and fire detection solutions encompass protection of people, assets, physical property, and intellectual property.</p> <p>Within North America, our company has more than 42,000 direct employees. Most of the employees are permanent full-time with less than 1% being temporary or part-time.</p> <p>Our extensive network of sales and service providers work in concert to ensure the satisfaction of our customers and the quality and success of our solutions. Our Customer Relationship Management (CRM) system ensures timely communication and contract compliance by programmatically enforcing contract terms. If an Account Executive does not respond to an inquiry within an allotted timeframe, the system automatically escalates the inquiry to the Sales Manager. Additionally, we have dedicated Vertical Market Directors who are responsible driving business for the K-12, Higher Education, Healthcare, Local Government, State Government, Public Housing, and Federal Government markets. They are very knowledgeable of cooperative purchasing processes and procedures and will be instrumental in ensuring our sales team maximizes the use of this agreement with our customer base. They will assist with the training of our field sales teams about the benefits of the Sourcewell contract and how to leverage this agreement to the benefit of new and existing Johnson Controls customers. Additionally, they will work to continually identify new opportunities for cooperation with Sourcewell.</p> <p>While we have served Government customers for decades, in June of 2024, Johnson Controls created an Industry Director role for Government vertical market. This position will bring specific focus to growing the government vertical for both federal, state, and local government markets and include building out a team of Government Business Development Managers, Engineering and Operations Professionals, compliance, and legal personnel. The existing Cooperative Team can leverage these additional resources to expand the number of sales representatives that sell using Sourcewell/Canoe.</p> <p>While our geographic footprint is unparalleled, Johnson Controls further stands apart from our competitors based on the sheer magnitude of skilled team members we have ready to best serve Sourcewell members. We leverage and coordinate between our sales and service functions through customer relationship management (CRM). Here are a few examples in cases where our sales and service teams and their respective disciplines provide customer value:</p> <p>Customer Support: Sales and service teams work together to provide support to customers. Sales reps assist customers in troubleshooting issues or answering questions about products/services they have purchased.</p> <p>Cross-Selling: Both sales and service teams cross-sell to existing customers. Sales team members identify opportunities during the sales process, while service teams leverage their relationships with customers to suggest additional products or services that may benefit them.</p> <p>Customer Feedback: Both sales and service teams collect customer feedback, such as complaints, suggestions, or compliments. This feedback is used to improve products, services, and the overall customer experience.</p> <p>Renewals and Retention: Sales and service teams collaborate to retain existing customers and renew contracts. Service teams play a role in customer retention by ensuring customer satisfaction and addressing any concerns or issues.</p> <p>Training and Onboarding: Sales teams work with service teams to provide training and onboarding support to customers. This involves educating customers on product usage, features, and best practices.</p> <p>Overall, the overlap between sales and service functions is essential for maintaining strong customer relationships and ensuring customer satisfaction. Effective collaboration between these teams leads to increased customer loyalty, repeat business, and referrals.</p>
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Attachment C

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<p>27</p>	<p>Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.</p>	<p>As mentioned previously, Johnson Controls is extremely well equipped to serve all Attachment C Sourcewell and Sourcewell/Canoe members under this facility security systems, equipment, software and related solutions agreement via a broad and expansive network of Johnson Controls Equipment Agents (an extension of the Johnson Controls Security Solutions sales organization), 160 branch locations with sales and service teams, and 92 distribution and warehouse facilities throughout North America. We are a leading provider of systems, equipment, solutions, and services for facility security systems, equipment, software and related solution systems for Sourcewell members under our current facility security systems, equipment, software and related solutions contract with total sales of \$300M since 2019.</p> <p>As mentioned previously, we understand the importance of having a local presence in the communities we serve. This is why we have over 8,900 front-line service providers nationwide in over 160 branch locations. These sales and service providers are direct employees of Johnson Controls.</p> <p>We provide Sourcewell member agencies with an unmatched portfolio of security and fire protection technologies and services designed to provide safe, comfortable, and efficient facilities.</p> <p>Within North America, our company has more than 42,000 employees. Most of the employees are permanent full-time with less than 1% being temporary or part time.</p> <p>Our network of channel partners and authorized sellers across North America is vast. We offer them a one-stop shop for our partners to grow their businesses with faster results through our Solution Navigator world-class self-service portal. We provide them with the tools, support and expertise they need to boost productivity in building automation systems and controls, fire, security, HVAC and industrial refrigeration. Our success, is their success.</p>	<p>Attachment C</p>
<p>28</p>	<p>Service force.</p>	<p>We offer an unparalleled selection of services for every life and property protection system. We maintain the qualifications and certifications necessary to fairly evaluate, engineer, integrate, install, and service the best facility security systems, equipment, software, and related systems available.</p> <p>Serving a geographic area that covers all of North America, Johnson Controls is committed to being a single-source provider that delivers unequalled customer service. Our organization features a number of distinguishing competencies:</p> <ul style="list-style-type: none"> 1,200 fire and security installation technicians with an average tenure of 16 years and 1,500 security service technicians with an average tenure of 19 years. Highly reliable, technologically advanced fire, life safety, integrated security, communications, and workforce management systems and services. A network of company-owned district offices that spans all of North America and enables Johnson Controls to deliver high-quality systems and services at the local level. A service organization staffed by more than 8,900 technicians, installers, and other professionals throughout North America and within close proximity to each and every Sourcewell member's location. <p>With this combination of resources in place, Johnson Controls can protect virtually any building – from schools, universities, hospitals, malls and restaurants to airports, sports stadiums, apartment complexes, movie theaters and industrial, commercial, and government facilities.</p> <p>Through planned preventative maintenance as well as emergency repair regimes and new technology, such as remote monitoring, we deliver the optimum working environment, while reducing maintenance costs and complying with statutory regulations.</p> <p>We will match the right technician with the right job to ensure the highest level of service, safety, and expertise – every time. As the leading service provider operating in 150 countries with 16,000 technicians and 12,500 global service delivery personnel worldwide, we have more in-house knowledge than any other company in the world.</p>	<p>*</p>

<p>29</p>	<p>Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.</p>	<p>Johnson Controls' branches - will manage the facility security systems, equipment, software, and related systems, products, and materials ordering process on behalf of the Sourcewell member. Depending upon the solution being provided, there might be multiple third-parties involved, Johnson Controls will provide the member with a product and services proposal submitted on Johnson Controls letterhead with the proposal serving as the basis for the project contract. A local branch manager will be assigned to the job who will focus on verification of cost, schedule, and technical status to ensure money is spent ethically and responsibly. These values will be reported in sufficient time to prompt effective management response. It is important that any issues or variances be communicated to the team immediately for resolution.</p> <p>The appropriate products will be ordered following the product selection process and agreed to by both the Sourcewell member and Johnson Controls. Materials will be ordered with adequate lead time to be available on site when required for installation activities. For equipment with long lead times, our standard practice is to order the equipment as early as possible to ensure delivery does not negatively affect the project's schedule. A periodic update of the material equipment list will be generated to ensure compliance with the project schedule.</p>	<p>Attachment C</p>
<p>30</p>	<p>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>	<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. 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>As it pertains to emergency service calls after project implementation, we have over 8,900 front-line service providers nationwide in over 160 branch locations which allows us to provide local decision-making authority and respond to the emergency needs of customers in a timely manner. Our offices are open daily from 8:00 am to 5:00 pm, and we offer 24/7 service to our customers. Our service phones are covered after hours, and technicians are available for dispatch 24/7 to address our customers' security system issues.</p> <p>Our internal policy is to respond to customer questions or outreach within a 24- hour turn-around at all times. We commit to maintaining proactive communication about project activities and we use cloud-based project management software as our hub to connect and share data. While our response times may vary depending on location, they typical are as follows: Immediate phone response time. Four-hour on-site response time. Two-hour emergency response time.</p> <p>Our extensive branch network is 100% company owned and operated. Full ownership of our branch network benefits our customers because we provide: Consistent processes and procedures Consistent service standards Consistent on-time delivery Consistent pricing and training Consistent long-term support</p> <p>We also provide next day service for routine service calls. We guarantee answering 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>Johnson Controls team members take a proactive response to issue management.</p> <p>There are five key areas that keep our project team focused on resolving issues and meeting our commitments:</p> <ul style="list-style-type: none"> A well-conceived master schedule inclusive of all critical milestones. Establishing the protocols and requirements for ongoing communication and collaboration/reporting throughout the life of the project. A list of action items (tied back to the master schedule) maintained by the 	<p>*</p>

		<p>Project Manager throughout the life of the contract. A thorough project analysis that reviews any factors that may influence the project installation planning process or cost. When an unforeseen issue does occur, the Project Manager addresses the issue immediately.</p> <p>Our extensive branch network is 100% company owned and operated. Full ownership of our branch network benefits our customers because we are able to provide:</p> <ul style="list-style-type: none"> Consistent processes and procedures Consistent service standards Consistent on-time delivery Consistent pricing and training Consistent long-term support <p>Our offices are open daily from 8:00 am to 5:00 pm, and we offer 24/7 service to our customers. Our service phones are covered after hours, and technicians are available for dispatch 24/7 to address our customers' building issues. All offices are branch offices and owned by Johnson Controls, headquartered in Milwaukee, Wisconsin.</p> <p>Remote Operations Center (ROC) Today's complex facilities need experienced operators watching over the building, identifying issues, and correcting problems, before they impact occupants or operations. The Johnson Controls owns and operates a Remote Operations Center that provides a dedicated team of certified building management professionals to monitor our customers' building systems: security, fire, HVAC, building automation, lighting, refrigeration, electrical and more. The following remote services are available twenty- four hours a day, seven days a week, and 365 days a year.</p> <p>Our depth of knowledge assures correct prioritization and response to alarms when they occur. When an alarm is received, our system automatically assigns the customer's own unique and customizable alarm handling actions for the alarm, resulting in timely response to minimize loss and/or maximize potential for defeat of the threat, compliance with legal requirements for fire systems and insurance carrier requirements, and accurate records of alarm activity for audit needs.</p> <p>Johnson Controls can monitor all types of equipment and systems in your building for critical alarms or other conditions and respond with customer-specific protocols. We can enhance this service with remote troubleshooting and diagnostics to get to the root cause of your problems faster and solve them more quickly.</p> <ul style="list-style-type: none"> Fire & Security Monitoring Intrusion/burglar alarm monitoring Critical point monitoring Elevator phone monitoring Supervised opening/closing <p>UL Factory Mutual ensures operational standard are maintained by our Remote Operations Center</p>
31	Describe your ability and willingness to provide your products and services to Sourcwell participating entities.	<p>Johnson Controls frequently provides facility security systems, equipment, software, and related solution services to customers throughout North America. If we are awarded this contract, we will gladly continue to support Sourcwell members across North America moving forward just as we have been doing since our first Sourcwell security systems award more than a decade ago. Our network of branch offices and expansive team of Equipment Agents will support all Sourcwell members across all geographic areas and market sectors. Our branch offices and local Equipment Agents will receive ongoing guidance, support, and expert advice directly from the Johnson Controls Security Solutions team as it pertains specifically to facility security systems, equipment, software, and related services.</p> <p>This level of support coming from an all-encompassing series of experts focused on developing and implementing solutions that cover a facility security systems, equipment, software, and related solution service projects as well as a wide-ranging level of supplemental project scopes will ensure that Sourcwell members will receive the most innovative and applicable products and solutions available today. These teams will work together with the branch offices and agents working specifically with each Sourcwell member throughout the life on each project's contract. We will be offering and promoting an awarded contract to all current Sourcwell members as well as new market segments and verticals through the proposed contract.</p>

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Johnson Controls will support all geographic areas and market sectors throughout Attachment C provinces across Canada. We have 13 branch offices and 65 local satellite offices located throughout the country covering every province as we have a long history of implementing facility security systems, equipment, software, and related solution projects for Canadian customers and existing Sourcewell members. All Canadian Sourcewell/Canoe members will have access to all products, solutions, subject matter experts and teams focused on delivering facility security systems, software, and related service products and solutions to ensure all member projects achieve the goals and levels of success required of their stakeholders, staff members, and communities. We will be offering and promoting an awarded contract to all Sourcewell/Canoe member segments and verticals through the proposed contract.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	All North American geographic areas (found within the United States, U.S. territories, and Canada) will be fully serviced regardless of location through this proposed agreement.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	Johnson Controls' team is able and will provide facility security systems, equipment, software, and related solutions as outlined in the RFP to all Sourcewell/Canoe members throughout the United States, U.S. territories, and Canada. However, if the Cooperative codes do not allow for Cooperative purchasing in that particular State, City, Municipality, Territory, Province, or within a specific vertical market to be performed, we will fully comply with those laws or regulations and the contract will not be made available or offered to those members.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	We deliver products to all corners of North America, from downtown Manhattan to the islands of Hawaii to remote, northern Alaska. We have service branches in Alaska, Hawaii, and U.S. territories and can service these areas. Service time and or product delivery times to remote locations may differ from the typical time frames discussed in this proposal. In remote areas, there may be additional cost incurred (flights, hotels, meals) and these will be specified and agreed to with the ordering member ahead of time and will be billed Per-Diem.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes. Johnson Controls will extend the terms of any awarded master agreement to all nonprofit entities taking part in the Sourcewell facility security systems, equipment, software, and related solutions contract program provided they are eligible to lawfully take part based on local, regional, or Federal regulations and guidelines.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>We employ a multi-faceted marketing strategy that includes direct E-mail communications to our database of over 80,000 direct customer contacts and digital marketing efforts to push messages on social media (LinkedIn) and our website. We will partner with Sourcewell to ensure Participating Agencies, and our customers are aware of the awarded contract through multiple marketing and communication campaigns.</p> <p>The availability of the contract will also be promoted internally and integrated into daily sales resources (CRM system, educational web-based trainings, sales communications, and a dedicated internal intranet site). Johnson Controls is not able to provide an external website to host the contract documents and other requested items. However, we do provide an internal page to promote the contract to our sales/service teams where we will announce and provide Master Agreement details and contact information. Within the first 30 days, we will publish a co-branded press release to the media.</p> <p>Within the first 60 days, the Cooperative Contracts team will launch this newly awarded contract to the branches, agents, and SI teams throughout our organization.</p> <p>Field Sales Marketing Efforts: Our primary opportunity to connect with customers regarding the benefits of the Sourcewell agreement is made through our field sales personnel. Training our sales personnel on this agreement must be a top priority. We will leverage the expertise of the Sourcewell team to help guide these efforts to ensure that our teams are comfortable with how to present the Sourcewell agreement to their public sector customers.</p> <p>Customer Relationship Management: We have robust customer relationship management tools, data analytics platforms, and internal sales systems. These systems provide an abundance of information to assist with the proactive identification of opportunities. This information also provides analytics to the Sourcewell cooperative program to prioritize internal branch and sales training programs as well as to identify existing Sourcewell members that we currently do business with to ensure they are aware of our new agreement.</p> <p>Johnson Controls has standardized on SalesForce.com (SFDC) as our Customer Relationship Management tool. SFDC unifies all of our customer data, sales contacts by job function, sales opportunity information, sales history, leads received at trade shows, and</p>

account plans across our Systems and Services businesses into a single data base. SFDC is a tool that enables us to quickly and efficiently contact specific vertical market customers to communicate news releases (either using email or regular mail). With SFDC, we can create a monthly newsletter to our public sector customers to keep the benefits of using the Sourcwell agreement in front of our customers throughout the year. We would target our messaging to resonate with department managers, procurement personnel and the primary business official for our public sector customers.

Marketing Campaigns:

Throughout the term of the Master Agreement, we will continue to promote the contract award via marketing and collateral materials made available through direct mail campaigns, advertisements in regional or national trade publications, and announcements made on applicable social media channels.

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

Trade Shows and Events:

We commit to attend and participate in national, regional, and supplier-specific trade shows, conferences, and meetings with Sourcwell throughout the term of the Master Agreement. We will also commit to attend, exhibit, and participate at the NIGP Annual Forum in an area reserved by Sourcwell for partner suppliers as dictated by the RFP.

Marketing Tool Kit:

We will create a marketing tool kit for the Sourcwell Master Agreement to distribute to our field teams to use in a direct mail campaign. Included in the tool kit will be marketing materials that highlight the following customer benefits:

- Simple and easy to use process
- Membership is free to the public sector customers
- Pricing structure is simple and straightforward and already includes all applicable fees (no additional add-ons to pricing)
- Labor pricing structure is based upon local published Johnson Controls labor rates; this approach ensures that labor rates are competitive in the local economy

The tool kit will also include case studies with endorsements from Johnson Controls customers who have used the Sourcwell agreement with Johnson Controls and were very happy with the process.

Professional Public Sector Organizations:

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

38 Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.

We use a variety of electronic platforms to ensure contract awareness across our existing customer base. For example, we use social media (LinkedIn) and our website to educate customers on new and existing facility security systems, equipment, software, and related solutions, in addition to pushing marketing messages promoting our Sourcwell contract.

We have recently begun a partnership with a digital platform to help promote our offerings to the public sector and will leverage this platform to promote our partnership with Sourcwell to all current and potential new members.

Some additional ways we are enhancing our marketing effectiveness include developing a strong digital component to our advertising program that includes pay-per-click advertising, online banner advertising, e-newsletters, and 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.

Other digital enhancements to our marketing efforts include:

- Updating our existing customer database files for known Sourcwell members.
- Continuous refresh/updates to our internet presence (as stated, there will be a dedicated page to Sourcwell).
- Conduct email campaigns.
- Generate potential new customer leads available for inclusion into Sourcwell contracts via our lead generation partner, Bay MarketForce.
- Promote the contract via digital newsletters and corporate announcements.

39	<p>In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?</p>	<p>Johnson Controls has had tremendous success with our previous and current Sourcewell awarded contracts. We continue to have many repeat customers using the current Sourcewell agreements and have worked to expand the program by training our internal teams on how the Sourcewell contract meets the Sourcewell member's RFP requirements. We would like to continue building upon our past successes working with the Sourcewell team, while also making improvements based on our learned experiences. Our Cooperative team has had the benefit of working with Sourcewell's Principal Supplier Development Executive and the Sourcewell business development team across our current four (4) awarded contracts. As a result, we are able to attend tradeshows in conjunction with Sourcewell, which greatly helps with promotion of the contract. Additionally, we are a member of NCPP, an organization that provides significant visibility to our Sourcewell awarded contracts and provides our team with numerous speaking platforms throughout the year.</p> <p>We understand our sales staff will be responsible for most of the marketing responsibilities for this contract, and we are well-positioned to continue working together with Sourcewell to support your members and their projects.</p> <p>In our view, it is critical that Johnson Controls continue to work with Sourcewell and its legal team to interpret and change codes in the various states, territories, provinces, and vertical markets for this facility security systems, equipment, software, and related solutions contract and for the benefit of Sourcewell members. Members of the Johnson Controls, Inc. Government Relations Team have worked with Sourcewell to target legislative action in a variety of states to help better position cooperative contracts moving forward.</p>	Attachment C *
40	<p>Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.</p>	<p>Johnson Controls has a very limited number of products available through e-procurement platforms due to the products not being commercial-ready off the shelf. Equipment is solution-based depending upon a customer's needs. Facility security systems, equipment, software, and related products and services are purchased primarily through our local branch network or agents as, oftentimes, customized products and related services are too complex to procure from a site given the complexity and nuance associated with the needs and requirements held by each customer.</p>	*

Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line Item	Question	Response *
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<p>41</p>	<p>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>	<p>By partnering with Johnson Controls, Sourcewell/Canoe 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 the Sourcewell member's goals and objectives. To help determine what training will be required for the member's staff, we will work with each member through a series of brief interviews and simple tests with representatives from maintenance supervisors, maintenance staff, facilities engineering, and quality control</p> <p>Johnson Controls provides expert custom training programs; customized operational programming of the security systems; custom report development; video badge design, development and programming; database screen design; graphical map design and programming, and CCTV Control Interface programming.</p> <p>The security systems our company provides are software intensive products that must be customized for each customer and each application. Because each customer has specific needs, our personnel are available to customize a system design as well as the software that controls the system.</p> <p>It is critical that training occurs at defined intervals throughout the course of the project and after it is completed. Timing facilitates proper communication between the Johnson Controls team and your staff regarding how systems will be operated throughout the installation period and the entire contract term. Regular refresher seminars will be scheduled from year-to-year to maintain the degree of training necessary for your staff to perform at a high level of efficiency. Each training session reviews the basic practices that remain constant and examines new technology and procedures as they become available.</p> <p>Above all, the key factor to ensure a successful relationship is to have all the facilities' staff trained and fully knowledgeable on how a particular project fits into your overall goals. We have found that projects that have a strong commitment from the pertinent staff will always exceed the initial expectation of the initiative. We also know that when our team performs interviews with staff members prior to implementing a contract, we are better able to design, install and support the initiatives in a way to satisfy everyone involved on the facility-side of the relationship. This approach allows us to generate a skills assessment of facility staff and customize our training to best fit your needs.</p> <p>Johnson Controls offers a variety of training options for the convenience of every end user. We usually arrange on-going training at the client's site or "in house" training at any of our Sales & Service Offices (SSOs) around the globe. Johnson Controls also provides our largest end users with technical training from any of our regional engineering offices.</p> <p>We perform the majority of training with our own qualified trainers, applications managers, and systems professionals, but may sometimes enlist the support of the product manufacturer for on-site training or factory demonstrations. Johnson Controls can facilitate this off-site training with various equipment manufacturers and customize a program to satisfy individual needs. We also provide training schedules, syllabi, and other documentation upon request.</p> <p>Once Johnson Controls completes each installation, integration, and training project, we will provide all manuals, as built, and/or other submittal documentation regarding all newly installed components of the system at the client's request.</p> <p>We also provide on-going training for existing accounts. We supply clients with 24-hour, call-in support with guaranteed on-site response times previously discussed and negotiated with clients.</p> <p>We work to schedule maintenance plans for every system. But the optional Quality Maintenance Plan (QMP) gives you the added comfort of knowing your system is exceptionally well maintained on a regular basis.</p>
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<p>42</p>	<p>Describe any technological advances that your proposed Solutions offer.</p>	<p>Johnson Controls OpenBlue is a complete suite of connected solutions that safely and securely delivers impactful sustainability and new occupant experiences.</p> <p>Combining our 140+ years of building expertise with innovative technology, OpenBlue features a suite of AI-powered service solutions such as remote diagnostics, predictive maintenance, compliance monitoring, advanced risk assessments, and more.</p> <p>OpenBlue powers advanced security solutions whilst balancing the need for personal privacy. Combining data from inside and outside of the building, OpenBlue provides proactive threat protection, improved asset safety, and delivers active compliance management.</p> <p>In the workplace, OpenBlue enables social distancing monitoring and contact tracing as well as solutions for clean air, health monitoring and touchless buildings.</p> <p>OpenBlue provides connected experiences to increase productivity, optimize processes, and provide higher tenant satisfaction.</p> <p>OpenBlue customers will be able to respond to urgent situations and buildings can switch into different modes to address various critical situations. Modes can include building management access, air flow, elevator movement, door locks, lighting, open collaboration, as well as other environmental and safety settings.</p> <p>OpenBlue powers easy-to-use smartphone applications that empower people to personalize their building experience and respond to everyday building-related issues. OpenBlue includes a comprehensive collection of post-pandemic solutions for clean air, touchless environments, contact tracing, and improved security with thermal cameras.</p> <p>A critical requirement of a Smart Campus Solution is its ability to integrate with various Building OT (Operational Technology) systems and Enterprise IT (Information Technology) systems. The Johnson Controls OpenBlue solution suite leverages an innovative, scalable, and robust architecture to address this requirement. We refer to this as the OpenBlue Integrated Service Platform and Applications architecture (ISP and A).</p>
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<p>43</p>	<p>Describe any safeguards included in your proposed solutions that protect participating entities' sensitive information.</p>	<p>As a business operating under a Cyber Essentials Plus certification, our IT systems are audited to ensure compliance and best practices. Johnson Controls is certified to the ISA/IEC 62443-4-1 standard, which provides assurance that Johnson Controls adheres to stringent ISASecure® development lifecycle requirements. The ISASecure® program was established to independently certify the cybersecurity of operational technology and automation control systems, such as those deployed within smart buildings. SDLA certification specifies security process requirements and practices for the secure development, maintenance, and support of these technologies. Johnson Controls received the SDLA conformance certificate from exida LLC, an ISASecure® and ISO 17065 accredited certification body, as a result of assessing product development practices used at engineering centers throughout the world.</p> <p>Johnson Controls is committed to protecting the confidentiality, integrity, and availability of Sourcewell member's information assets as a critical resource of their business. Our policies are established with our information security governance framework, necessary to safeguard Johnson Controls' information assets and manage risk for the enterprise, our product offerings, and customers.</p> <p>We have an appointed Chief Information Security Officer, responsible for Cybersecurity Risk Management. In addition, our Cybersecurity Steering Committee carries out scheduled reviews of the strategic direction and operation performance of our Information (and Product) Security Program.</p> <p>All Johnson Controls employees undergo annual training in Data Privacy, to ensure our employees understand how critical it is to securely and correctly use our customers data.</p> <p>We comply fully with GDPR regulations and have policies specifically created to dictate how we handle data and specifically for CCTV cameras. Our Disaster Recovery and Business Continuity Plans also include provision for our Information systems in the event of a failure/breach/attack.</p> <p>With respect to each member's data, access to Johnson Controls' information systems (which house customer data) is granted based on the principles of least privilege and need-to-know. Role-based access controls must be applied to minimize opportunities for system misuse or unauthorized access, and any change in responsibilities must result in a timely change to access.</p> <p>Privileged account access to Company information systems will only be granted to authorized individuals. Provisioning processes must include proper segregation of duties and provide the ability to monitor compliance with the established information security policies, applicable regulations, and compliance requirements.</p> <p>Operationally, our information systems undergo periodic penetration testing, ensuring we maintain best practices in keeping both Johnson Controls' and Sourcewell member data secure.</p> <p>Johnson Controls is subject to information security and compliance programs, including industry standards and regional privacy regulations such as laws promulgated by the People's Republic of China, European Union, Russia, the U.S. Department of Defense (DoD), Sarbanes-Oxley (SOX), Cyber-Essentials (UK), and requirements published by the Payment Card Industry (PCI). The approaches to meet all legislative statutory, regulatory, industry, and contractual information security requirements are documented, implemented, and adhered to by business process owners and operators. Johnson Controls welcomes member input for any specific requirements regarding data handling and with our experience and processes are confident we will meet (and exceed) expectations.</p>
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<p>44</p>	<p>Explain your organization's approach to cyber security as it relates to your proposed solutions.</p>	<p>Our Commitment to Cybersecurity of Our Products Cybersecurity is increasingly important to the markets and customers we serve, so we've made significant investments to incorporate cybersecurity elements into our products and will consistently deliver solutions and systems that have appropriate safeguards against cyberattacks intended to cripple critical infrastructure. We also ensure that we follow secure practices across the product lifecycle to address cybersecurity concerns beyond installation.</p> <p>We have a cadre of more than 100 Security Champions (SCs) — engineers dedicated to driving continuous improvement in product security with a particular focus on secure software and firmware development. Through internal and external training, and attendance at national security conferences like AppSec, RSA and Black Hat, our SCs build their knowledge of key product security concepts, accepted industry security best practices, product security standards, and security industry trends. Our SCs review and guide our product security requirements and features.</p> <p>For more than five decades, our master systems integrators have helped customers integrate security technology into complex facilities. Our security maintenance and monitoring services can help protect your people and assets, and lower operating costs.</p> <p>Experienced: We serve 30% of Fortune 1,000 companies and are responsible for advanced security solutions in over one billion square feet of commercially leased property. Flexible and Scalable: Our robust security management platform is built on an open, standards-based protocol, enabling countless integrations for future expandability. Dependable: We're both global and local, so there are hundreds of local offices available to provide the level of customer service you require. Innovative: Our membership with the Industry Consortium for Advancement of Security on the Internet (ICASI) connects us with other global leaders in the cybersecurity realm. This collaboration allows us to remain on the leading edge of innovating secure networks, designing protections for software, and developing secure cloud infrastructures that keep data safe. Knowledgeable: Our network of industry cybersecurity advocacy groups, such as our membership with Open Web Application Security Project (OWASP) and Forum of Incident Response and Security Teams (FIRST), enables us to stay ahead of the latest in security threats and be a trusted advisor in our industry.</p> <p>How We Can Help You Trust Johnson Controls with these security maintenance and monitoring services: Maintenance for access control, video surveillance, intrusion and intercom/emergency call systems. Test and inspection for access control, video surveillance, intrusion and intercom/emergency call systems. Security consulting, risk assessment and security surveys. Remote security monitoring. Network analysis to determine vulnerability to cyberattacks.</p>
<p>45</p>	<p>Describe your security information management systems and their integration capabilities with technologies such as incident management, access control and monitoring, video surveillance, etc.</p>	<p>We help our customers plan, specify, and build their security management systems by applying our innovative and comprehensive approach to integrated security management system design. We assist our customers in all phases of this work including schematic design, design development, construction document development, project cost estimating, bidding, construction administration (observation) and (post construction) system implementation services.</p> <p>Our employees are experts at transforming technology into practical solutions for the full spectrum of security services delivered seamlessly – from Systems Integration (planning, engineering, design, installation, and service) to ongoing Systems Management (maintenance, video/alarm monitoring, badge administration, database management, alarm notification and patrol/response). Our employees have been shaped by decades of experience.</p> <p>We have helped many customers with costly legacy security systems migrate to an integrated, cost-effective security solution for each of their facilities. Johnson Controls' ability to integrate and manage various components of a comprehensive security system means that customers no longer need separate contracts with several unrelated service providers. Johnson Controls has experience working with all leading security product manufacturers.</p> <p>We integrate products and services into a practical solution – matched to the needs of our customers. We are willing to assume turnkey responsibility for the entire result. We also have developed a world-class services and support capability to ensure that the solution remains effective throughout its entire lifecycle.</p> <p>We provide seamless integration for fire management, electronic security, access control, intrusion detection, maintenance management, lighting control, SCADA, information technology (IT), and overall facility monitoring in all types and sizes of buildings, correctional institutions, campuses, military bases, and infrastructure of national and international dimensions. We integrate over 1,000 compatible products from more than 125 manufacturers, allowing industry and government to protect investments in systems and products already installed, and to preserve their infrastructure prerogatives for the future.</p>

P2000 Security Management System Capabilities
 Our integrated network access control building technology works seamlessly with our P2000 security management system to help buildings achieve maximum security while increasing efficiencies and lowering costs. Built on open standards and compatible with virtually any third-party program, the P2000 can integrate multiple businesses, buildings, and security systems to achieve interactive, real-time security management.

The P2000's built-in web browser allows users to access the platform from a central location — or remotely, through web-connected devices.

The P2000 works with virtually all current security products, system technologies, and IT networks, including:

- Mercury Hardware, making it easy to change security solution providers
- Digital Video Recorders that manage recording, camera and storage functions from a single workstation
- HR Databases that integrate your badging system with your HR database to simplify security operations and reduce human error
- Intelligent IP Door Locks, streamlining installation and enabling real-time communications where it's difficult to install wired locks
- IP Intercoms that combine live video, intercom requests and open-door functionality in one workstation
- Intrusion Panels, enabling extended control and auditing of your facility's doors
- Elevator High-Level Interfaces that enable access control integration with your elevator system

Video Surveillance

Johnson Controls is a world-class systems integrator. Our highly skilled team understands your need to reduce risk, comply with regulatory policies, and safeguard your most critical assets. Our ability to install, integrate, and service advanced business security camera systems will help you do just that, in addition to lowering your costs and increasing operational efficiency.

We offer the following solutions:

- Digital video management systems
- Network and digital video recorders
- Surveillance cameras
- Advanced analytics

Information Protection and Network Security Consulting

The Global Security Solutions team has the ability to provide specific services in the areas of Information security policy and procedure review and development, network security architecture design, and database integration.

As a key technology contractor, Johnson Controls serves as the Single Point of responsibility for managing the design, delivery, commissioning, and service of all technology systems. Johnson Controls also has the capability to develop a technology plan that considers the long-term needs of an organization's business and optimizes existing infrastructure, helping to leverage existing investments and lower overall project costs.

Johnson Controls' approach to technology contracting helps to balance first cost and life cycle costs, converge individual systems into a technology system, provide for enterprise-level cross communication and help organizations reduce overall risk and improve operations.

Taking a holistic view of the building's systems, Johnson Controls will design and deliver a converged technology solution to support your business objectives. With Technology Contracting, we act as the single point of responsibility for the design, integration, installation, and service of the building's technology, creating an optimized infrastructure, while reducing risk, minimizing change orders, and meeting budget and deadline.

Our technology solutions provide:

- Integrated approach to technology design and implementation reduces risk, minimizes change orders, and meets budgets and deadlines
- Reducing construction costs saves on capital
- An optimized infrastructure cuts installation costs as well as lifecycle costs, reducing implementation costs up to 8-12%
- We manage multiple contractors, and take sole responsibility for making the technology work
- Technology independent integrator works with a market-leading group of innovative partners to create the connected environment that meets objectives
- Operations optimized before buildings are occupied

46 Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.

At Johnson Controls, we pride ourselves on building smarter, healthier and more sustainable tomorrows. We approach our own ambitious decarbonization goals as an opportunity to lead by example, while our nearly 140-year heritage of building technologies and services provides new solutions for customers around the world to accelerate their own net zero journeys. The following list several of the initiatives and solutions that Johnson Controls has contributed to

and are actively working on.

For example, we have been named to the Fortune Magazine Change the World list numerous times:

In 2023 for our innovative and transformative heat pump technology.

In 2022 for our OpenBlue solutions and OpenBlue Net Zero Buildings as a Service offering.

In 2018 for helping the University of Hawaii Maui College move toward generating 100% renewable energy on-site.

Johnson Controls Environmental Policy sets out our commitment to protect the environment and the resources devoted to achieving our goals, both of which are supported by a detailed environmental review of all our business operations, which clearly identifies the various impacts our activities may have upon the environment. The results of this review form the cornerstone of our development of an ISO 14001 Environmental Management System for eliminating and effectively controlling environmental risks.

Where possible, the mitigation of these environmental workplace risks are integrated into the day-to-day management of the maintenance management services we provide. This integration is supported by training and regional support. This will ensure environmental practices are incorporated throughout the building lifecycle including projects and activities as an integral section within the project program.

Rewards and Recognition

Just a few recognitions Johnson Controls has received over the last few years:

CDP Climate Change A List - One of fewer than 400 companies to receive this distinction amongst more than 21,000 who disclosed to CDP

2024 World's Most Ethical Companies - One of just 11 companies worldwide to receive this honor 17 times

ISS ESG Prime Ranking - Awarded to companies with an ESG performance above the sector-specific Prime threshold, which means that they fulfil ambitious, absolute targets

MSCI AA Leadership Rating - Recognized as a leader in managing environmental, social and governance risks and opportunities

Sustainalytics ESG Industry Top Rated - Designated as an industry leader in ESG management

Time's World's Best Companies - Recognized for employee satisfaction, economic resilience and our progress towards ambitious sustainability goals

Terra Carta Seal - One of the first 45 companies globally to receive the Terra Carta Seal for creating "genuinely sustainable markets"

Clean200 - Listed at #31, up from #40 last year, recognizing the top 200 companies leading the transition to a sustainable global economy, by Corporate Knights

EcoVadis Gold - Top 4 percent of more than 100,000 companies assessed across environment, labor and human rights, ethics and supply chain sustainability

Energy and Water

Our Energy and Emissions target is linked to the rollout of a green fleet. Since October 2020 electric vehicles (EV) have been offered to employees as a choice alongside internal combustion engine (ICE) vehicles throughout our company car scheme. We have seen an EV take up rate of over 50% for renewal orders since October.

Johnson Controls will use local approved suppliers/subcontractors wherever possible to source materials and resources. To deliver environmental benefits to not just our customers but also the local communities, contributing to reduced carbon emissions due to less mileage travelled. We annually analyze our transportation supply chain to improve cost structure and reduce energy use. Local patch-based engineers who have been cleared to work on the Sourcwell member's premises will be utilized for the delivery on this contract to reduce CO2 emissions and waste of natural resources such as fuel.

Johnson Controls' goal is to reduce our water usage by up 10%.

Prevention of Pollution and Waste

Our goal is to recycle as much as possible and reduce waste to landfill. Under our ISO14001 registration, a significant focus has been put on waste management. Wherever practical, the principles of the Waste Hierarchy are applied, i.e. ELIMINATE – REDUCE – RE-USE – RECYCLE – DISPOSE. Several recycling processes have been established to minimize waste going to landfill. These include paper and cardboard, batteries, fluorescent lamps and tubes, toner and printer cartridges and metal. Where disposal of waste is the only option, then Johnson Controls will always apply its duty of care and complies fully with legislative requirements.

- Ensuring our offices remain compliant to local requirements
- Delivering equipment in bulk and utilizing Mobile Data Devices to minimize waste
- Reports provided electronically against KPIs monitored to include service docket inspections reports and service docket callout reports

Our EHS specialists will complete an Environmental Aspects and Impacts Assessment. This

enables us to understand the environmental impact and take all reasonable steps to minimize that impact throughout the contract, including assessments for potentially harmful substances. Wherever possible we will substitute hazardous materials for more sustainable alternatives e.g. the use of no-VOC paint, formaldehyde-free finish panels, etc. Once the assessments have been completed, we will provide copies of these for reference. These assessments will ascertain how our proposed delivery team manages the required works throughout the project to minimize our environmental impact as much as possible.

Travel and Transport

As a company our vehicle fleet represents nearly a third of our Green House Gas emissions, in 2020 an independent ESOS (Energy Saving Opportunity Scheme) audit was conducted on our fleet and fuel consumption which helped us to identify key improvements to our fleet operation and instigated a specific Vehicle Emissions Reduction workgroup to drive emissions reductions throughout our fleet through a CO2 roadmap.

We also optimize our logistics and our packaging to decrease weight and increase load factors and to include the use of other higher miles per gallon vans and trucks. We have implemented a policy which prohibits speeding and encourages fuel-efficient driving techniques, and all of our engineers undergo Driver Safety training. Johnson Controls' vehicles also have Telematics that monitor our staff's breaking, idle time, how they take their turns, and their rate of speed, this helps us to reinforce safer and more sustainable operations in the field. Johnson Controls is transitioning its entire sales representatives' fleet of cars to hybrid vehicles..

Over time, we are systematically upgrading our fleet vehicles, utilizing higher fuel economy and electric vehicles where appropriate. Since October 2020 electric vehicles (EV) have been offered to employees as a choice alongside internal combustion engine (ICE) vehicles throughout our company car scheme. We have seen an EV take up rate of over 50% for renewal orders since October.

Johnson Controls will use local approved suppliers/ subcontractors wherever possible to source materials and resources. To deliver environmental benefits to not just our customers but also the local communities, contributing to reduced carbon emissions due to less mileage travelled. We annually analyze our transportation supply chain to improve cost structure and reduce energy use. Local patch-based engineers who have been cleared to work on the Sourcewell member's premises will be utilized for the delivery on this contract to reduce CO2 emissions and waste of natural resources such as fuel. Johnson Controls further offsets carbon emissions through our new Dispatch Console and Engineer Mobile Solution, known as Dynamic Dispatch. Used for call allocation throughout the day, Dynamic Dispatch allocates jobs to our engineers in a more efficient way by prioritizing and assessing incoming jobs according to their priority, location, and the Sourcewell member's service level agreement. It will then select the engineer with the correct capacity, route, skills, and equipment.

Through using this new system, this will ensure that have the right engineer, with the right equipment at the right location, at the right time. The system further makes the jobs of our engineers easier. Once a job is assigned to an engineer by the system it automatically provides the fastest routes. This greatly reduce the amount of time it takes our engineers to travel from location to location and ensures that time is not wasted through addressing jobs in an inefficient manner.

Our carbon emissions and our environmental impact are further minimized through our unique service offering known as our Remote Operations Center. Located within our Customer Support Centre, our Remote Operations Centre provides 24/7/365 support for faults and incidents. Our expertly trained technicians can connect to various fire and security systems and resolve system problems without an engineer having to visit your premises at all.

Our service offers the following benefits to Sourcewell members:

- 68% of all calls resolved over the phone without the need for an engineer
- The average time for one of our Remote Operations Centre technicians to successfully diagnose a fault is just 10 minutes
- More than 90% of issues are fixed first time and remotely
- Reduces ours and Care Inspectorate's carbon footprint
- Reduces impact (and cost) of facilities staff having to arrange access for our engineering teams
- Offers cost and efficiency savings to Care Inspectorate.

In short, any remedial action an engineer can do at the panel our engineers can do remotely, saving the cost of calling an engineer out, the cost of staff remaining on site awaiting the engineer's arrival, minimizing carbon emissions and most importantly keeping the site safe. Furthermore, our Remote Operations Centre technicians provide technical telephone support. Care Inspectorate's representatives can therefore contact our Remote Operations Center to discuss uncomplicated issues such as resetting systems and diagnosing faults to determine the next course of action. Our experts will assist your representatives by providing advice and guidance on your systems. Our telephone support also helps to reduce carbon emissions as it saves the need for an engineer to attend onsite.

Procurement

Wherever we can, we ensure that we are utilizing local approved suppliers used to minimize waste of natural resources such as fuel. Our Supplier on-boarding process involves a robust review of all aspects of the supplier's business including their environmental credentials. When completing this assessment, we aim to capture detailed information such as:

- Compliance with government legislation
- Environmental accreditations such as ISO 14001
- Use of recycled materials rather than virgin materials in the manufacturing process
- Use of green vehicles for delivery,
- Sustainable packaging
- % of recyclable packaging and materials
- Membership of other recognized sustainability schemes or accreditations e.g. Green Accord,
- Sustainable Certified

Our subcontract base is chosen according to their competency, capacity, and ability to meet the specific requirements of the project. All our subcontractors are vetted and approved by our Procurement team and asked to sign up to our sustainable objectives including our Code of Ethics. Suppliers should recognize, believe in, and practice the principles of a sustainable business woven into the fabric of how they will conduct themselves. Elements which our suppliers must consider includes:

- Supporting the Global Reporting Initiative, including development of a Sustainability Report in alignment with GRI reporting guidelines.
- Our commitment to sustainability includes being a leader in promoting diversity in the supplier base. Johnson Controls recognizes the benefits of purchasing goods and services from certified Minority, Woman, and Veteran Owned Business enterprises. Partnering with organizations such as these and with innovative diverse suppliers is not only good business; it's a smart approach to advancing our global competitiveness in an increasingly diverse marketplace of new ideas.
- Taking voluntary initiatives to reduce environmental impacts. These include efforts to improve energy efficiency, control greenhouse gas emissions, recycle materials, curtail or phase out use of toxic substances, minimize waste, conduct life-cycle assessments of products, and promote "greening of the supply chain."
- Supporting safe, healthful workplaces and communities, hiring and promoting employees without discrimination, paying competitive wages and benefits, and being responsible citizens in communities where the parties operate.
- Ensuring that human trafficking and forced labor are not used and that risks of worker exploitation are mitigated.

We have released an on-line supplier sustainability rating. The on-line survey allows suppliers to complete the questionnaire at their convenience. The questionnaire contains questions related to human rights, working conditions, employee safety, and energy management. The sustainability rating is a method for measuring sustainability activity and compliance with our supply base.

Development and Maintenance

At Johnson Controls, we have innovated a sustainable solution, OpenBlue. OpenBlue addresses the unique and personal challenges that our customers' face; leveraging data to drive productivity, performance and enhanced resilience through safety, respectful security, sustainability and intelligence.

OpenBlue applies data from both inside and outside of buildings so that customers can manage operations systemically, enabling the connection of every part of a building to create new possibilities for smarter, safer, more sustainable and efficient spaces.

OpenBlue is the culmination of years of research, innovation and development by Johnson Controls engineers, data scientists and subject matter experts, partnering with Fortune 100 technology partners, to develop the "blueprint for the future" to guide smart, sustainable spaces and places. This complete suite of connected solutions and tailored services, combines 135 years of building expertise as we brought together best in class capabilities, products, solutions, and services under one digital architecture to create a dynamic, connected environment.

OpenBlue provides the visibility and accessibility for customers to make unique, informed, effective and efficient decisions, across all our industry verticals. OpenBlue includes tailored, Artificial Intelligence (AI) infused service solutions such as remote diagnostics, predictive maintenance, compliance monitoring, advanced risk assessments and more. It is more than adding intelligence. Johnson Controls OpenBlue solutions create a deeper, more harmonious and more meaningful connection between people and their environment.

Conservation, Biodiversity, Communication and Community Involvement Johnson Controls believes that engagement and involvement with the local communities we work in is a fundamental part of successful customer engagement and contract delivery.

		<p>Noise and Nuisance To minimize the impact of noise and nuisance on the environment and local community, Johnson Controls will take several measures. Any work undertaken by Johnson Controls will be completed during normal operating hours for the Sourcewell member and work will not be completed during night hours to minimize the impact of noise.</p> <p>Additionally, our technicians will endeavor to utilize hand tools where possible as opposed to tools such as compressors. To mitigate any inconvenience to the local community, Johnson Controls will minimize vehicle traffic and movement on site, avoiding blocking any roads with vans. All work will be arranged with the Sourcewell member to best fit with your schedule, allowing for minimal impact on operation of the member.</p>
47	<p>Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.</p>	<p>While Johnson Controls' facility security systems, equipment, and software with related services haven't received any specific third-party eco-labels, ratings or certifications, it is important to note that the vast majority of our products are classified as low-voltage, and as a result, they do not release high levels of emissions.</p> <p>As stated within our response to the previous question, Johnson Controls Environmental Policy sets out our commitment to protect the environment and the resources devoted to achieving our goals which clearly identifies the various impacts our activities may have upon the environment. The results of this review form the cornerstone of our development of an ISO 14001 Environmental Management System for eliminating and effectively controlling environmental risks.</p> <p>Under our ISO14001 registration, a significant focus has been put on waste management. Wherever practical, the principles of the Waste Hierarchy are applied, i.e. ELIMINATE – REDUCE – RE-USE – RECYCLE – DISPOSE.</p> <p>Additionally, Our Supplier on-boarding process involves a robust review of all aspects of the supplier's business including their environmental credentials. When completing this assessment, we aim to capture detailed information such as:</p> <ul style="list-style-type: none"> • Environmental accreditations such as ISO 14001 • Use of recycled materials rather than virgin materials in the manufacturing process • Sustainable packaging • Membership of other recognized sustainability schemes or accreditations e.g. Green Accord, • Sustainable Certified
48	<p>Describe any sustainable attributes your products offer such as energy efficiency, use of sustainable materials, LED lighting, smart controls, etc.</p>	<p>Johnson Controls transforms the environments where people live, work, learn and play. As the global leader in technology that powers smart, healthy, secure, safe, energy efficient, and sustainable buildings, our mission is to reimagine buildings to serve people, places and the planet. And we've been doing it since 1885.</p> <p>Johnson Control's Sustainability Management (SM) practice is a partnership with our clients that develops innovative solutions to meet our customers' sustainability and decarbonization goals. Our SM practice is built on our ability to deliver outcome-based solutions in support of our customers' portfolios. Our state-of-the-art management and digital capabilities guide our customers on their proven path to decarbonization, renewable energy, energy efficiency, and resilience.</p> <p>By leveraging our vast knowledge in managing diverse programs and projects, our clients will have access to cutting-edge tools and solutions that meet their specific program needs.</p> <p>Furthermore, Johnson Controls delivers innovative infrastructure improvement solutions that directly contribute to our customers' core mission and their bottom line. Introducing energy efficient measures and improvements is a natural solution that allows us to reduce energy and operating costs, improving comfort and safety, increasing facility security, and updating building infrastructure via sustainable energy conservation measures for agencies across the nation.</p> <p>Our team of energy experts partner with customers to improve the performance of their energy infrastructure and buildings through various improvements, including LED lighting upgrades, low-voltage fire and security systems, smart building automation systems, water conservation measures, central utility plants, energy efficiency measures, energy storage and distribution; upgrades to building controls, facility automation, and more, making indoor environments work better for the people within them.</p>

<p>49</p>	<p>Describe how your products contribute to users' health and safety due to touchless, remote, or mobile access capabilities.</p>	<p>Johnson Controls is at the forefront of innovation with our tailored solutions designed to meet and exceed customer needs. Our products and offerings significantly enhance health and safety by leveraging new technology from Johnson Controls OpenBlue to power remote, contactless services, mobile access capabilities, and AI-infused data analytics that produce valuable insights for building operators. Innovation and system monitoring are paramount for a healthy, safe environment for your business.</p> <p>At the heart of our offerings is OpenBlue, a complete suite of connected solutions that combines our 140 years of building expertise with cutting-edge technology designed to ensure buildings operate safely and efficiently. The suite addresses unique customer needs including touchless environments, adaptable buildings, contact tracing, and sophisticated ventilation and sanitization systems.</p> <p>Moreover, our 24/7 remote monitoring capabilities are a crucial aspect of our health and safety solutions. These capabilities allow for continuous and real-time supervision of building fire and security systems, ensuring any issues are promptly detected and addressed without the need for on-site personnel. This not only enhances safety but also optimizes the performance and reliability of fire and security systems, providing peace of mind to building operators and occupants alike.</p> <p>Our AI-powered predictive maintenance and compliance monitoring further contribute to safety by ensuring that all systems function optimally. By predicting potential issues before they escalate, we can prevent malfunctions and failures that could compromise safety. Additionally, our compliance monitoring ensures that all safety standards are met, reducing liability and enhancing overall safety.</p> <p>The use of mobile access through the Companion App significantly enhances user experience by allowing control over various building functions such as lighting, temperature, and security from a single, easy-to-use interface. Companion is configured using a secure Web-based interface that correlates people to spaces and integrates systems to work seamlessly together: access control, lighting, authentication, scheduling, comfort. Building teams and owners work together to deliver the experiences and priorities they choose. Data connections are backed by Johnson Controls experts. You can provide everyone in your building with a single interface to control their comfort, find the people and places they are looking for, reserve a space, see their schedule, and learn about nearby events. When these are easy, or happen by themselves, people have time to do what they came to the building to do.</p> <p>The Companion App makes your building and campus smarter based on what your people actually want and need. Rest assured, safety, sustainability, and energy efficiency efforts only get better when informed by direct input from occupants and visitors.</p>
<p>50</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>Active Shooter Technology In an analysis of 160 active shooter incidents from 2000 through 2013, the FBI found that more than two-thirds happened at businesses or schools. 2014 to 2015 had the most active shooter incidents ever recorded in a two-year period. These sobering statistics make it clear that protecting employees from this threat needs to be a security priority.</p> <p>Shooter Detection Systems A leader in gunshot detection, knows that a quick response by security teams and law enforcement can make a huge difference between life and death. So, they developed the Guardian Indoor Active Shooter Detection System, one of the most advanced active shooter detection and alerting technologies available. The Guardian System is widely installed and actively deployed in real-world environments nationwide. This cost-effective system is easily integrated into your existing infrastructure and is compatible with leading-edge security systems such as access control, alarm panels, video surveillance, mass notification, mobile application technologies and other notification pathways.</p> <p>While many shot detection systems rely solely on acoustic feedback, Guardian sensors also look for an infrared flash. This dual authentication improves accuracy and greatly reduces false alerts.</p> <p>With Guardian sensors installed throughout your facilities, critical information can be relayed to occupants — as well as emergency personnel outside — so that the proper steps can be taken to quickly control the situation. By quickly detecting shots, life-threatening delays in response can be avoided.</p> <p>Johnson Controls' integrated security solutions provide advanced active shooter risk mitigation for your organization. Our complete range of advanced security and life-safety technology—including access control management, intrusion detection, video surveillance, mass communication, and gunshot detection—helps you protect your people, your property, and your assets.</p> <p>We've joined with Ever bridge and Shooter Detection Systems to provide organizations with the only active shooter risk mitigation solution that quickly detects gun shots, locates, and communicates with employees, and initiates emergency response procedures. We can also help you provide preparation and plans for how to more proactively handle the threat of an</p>

aggressive intruder or active shooter event. Our suite of services include:

- Access Control/Visitor Management: Highly effective for control of critical access points
- Intrusion Detection: Protect employees and customers with hold-up and panic buttons
- Integrated Video Surveillance: Ability to link to alarm events and detection points
- Mass Communication: Integrated multilayered technologies allow communications with large groups of people across indoor, outdoor, and electronic environments
- Gunshot Detection: Virtually instantaneous automated indoor gunshot detection while dual factor authentication reduces potential for false alerts
- Passive Weapons Detection: Using active millimeter wave (MMW) and electromagnetic sensors that detect both weapons and bombs. Active scanners direct millimeter wave energy at the person being scanned and then interpret the reflected energy.
- Cyber Security: Enabling users to connect knowing that data is protected within a secure environment.
- Autonomous Drone: Fully autonomous drone system that conducts a variety of specialized missions on a 24/7 basis without any human intervention.

FireMaster Fire Protection Services and Equipment.

FireMaster fire protection is a range of services Johnson Controls provides that are focused on ensuring compliance with local fire safety regulations and enhancing the safety of workplaces, commercial establishments, and residential properties. This product and service line provides customers with:

Fire Extinguisher Sales and Service: Providing a variety of fire extinguishers suitable for different types of fires, as well as maintenance, inspection, and recharging services.

Fire Alarm Systems: Installation and maintenance of fire alarm systems to ensure early detection of fires.

Fire Suppression Systems: Design and installation of specialized fire suppression systems for various environments, including kitchens, industrial settings, and commercial buildings.

Fire Safety Training: Offering training programs for businesses and individuals on fire safety practices, emergency response, and the proper use of fire safety equipment.

Fire Risk Assessments: Conducting assessments to identify potential fire hazards in buildings and recommending solutions to mitigate those risks.

Security Management Consulting

We help customers evaluate, develop, implement, and maintain their overall security programs through vulnerability and risk assessments, studies and investigations, physical security surveys, security master planning, development of security policies, standards, procedures and instructions, and the development and implementation of numerous, customized security training programs.

Johnson Controls has deep experience managing the full range of security services, from overseeing guard services to performing vulnerability/risk assessments to implementing integrated, state-of-the-art security and fire systems. We have helped a multitude of clients develop an overall security management approach, utilizing a combination of physical guard services in conjunction with cost-effective electronic security solutions for their facilities. Our experience with large, dispersed client portfolios allows us to take a holistic view of a client's security requirements and develop a portfolio-wide solution.

Professional Security System Deployment Services

The Global Security Solutions team has the ability to provide highly specialized services for the deployment of complex integrated security management system projects. These services are built around the custom engineering and development required to develop, deploy, and operate projects involving Physical Security Information Management (PSIM) and Physical Access Identity Management (PAIM) solutions.

In addition to its full-time staff, the Johnson Controls' Security Engineering team coordinates and partners with many other security technical and engineering employees throughout the world at the many company, regional, and branch office locations. These adjunct staff members represent virtually every discipline within the security industry and are recognized experts in their specialized fields.

The Johnson Controls' Global Security Solutions team also has established relationships with numerous security industry professional associations and organizations and, when needed, draws expertise and adjunct staff members from these groups to support Johnson Controls projects internationally. The collective expertise and experience that the Johnson Controls' Global Security Solutions team can bring to a project, through all of its resources, is unsurpassed in the security industry.

Programming Services

Johnson Controls Programming Services unleash the true potential of the integrated security systems. ISSG Programming Services will accomplish this with our certified professionals who will help the customer define their operational goals, program applications, and make sure the system has the inherent flexibility to accommodate changing needs. For example, our ISSG can support key system programming functions allowing our customer to focus on

other vital tasks.

ISSG wants to ensure our Integrated Security Systems Solution customers operate their security systems at their true capacity. ISSG Programming Services continuously try to increase our customer's Return On Investment (ROI).

Training

The Johnson Controls Integrated Security Systems Group provides expert custom training programs; customized operational programming of the security systems; custom report development; video badge design, development and programming; database screen design; graphical map design and programming, and CCTV Control Interface programming.

The security systems our company provides are software intensive products that must be customized for each customer and each application. Because each customer has specific needs, our personnel are available to customize a system design as well as the software that controls the system.

Operational Services

Johnson Controls wants to maximize our customer's return, while minimizing their risk. Johnson Controls can accomplish this on a complete end-to-end solution that aligns with our customer's daily and long-term security goals. ISSG personnel will work with in-house security personnel developing best practices to maximize system configuration proficiency levels, application integration, and operator ease-of-use. ISSG personnel will ensure that our customers maintain optimum system performance through recurring needs assessments. ISSG also will provide sustained support to ensure proficiency levels are maintained. We can also assist our customers to streamline changes in policies or system functionality. Our recommendations will help optimize our customer's security staff performance and provide continual process improvement initiatives.

Warranty and Service Support

The Johnson Controls service staff is factory trained to service the broad range of products. Our company owns and operates District offices throughout the United States. Each of these offices employs a service staff that supports their respective local areas. We stress ease of maintenance when we design, solutions for our end users. Our systems include both hardware and software products.

We offer a turnkey service solution that includes the inspection, maintenance, support, and repair of systems by factory trained technicians. Johnson Controls is prepared to support warranty and service needs 24 hours a day, seven days a week, 365 days each year. Our technicians will provide the following support ensuring the systems are in proper, safe and efficient operating condition.

Our factory-trained technicians will respond to emergency maintenance requirements. Johnson Controls will furnish all labor, travel, materials, supplies, parts, equipment, panels, devices, and warning signs for system warranty maintenance. The Johnson Controls service program includes the following:

- Scheduled and preventative maintenance including inspecting, testing, adjusting, repairing and parts replacement,
- Troubleshooting and equipment repair services to remedy failures and malfunctions,
- Major equipment maintenance and overhaul,
- Maintenance reports, daily logs, and record keeping,
- Maintenance manual updating, and
- Additional work as directed by customers, above and beyond the specified scope of the construction documents.

Johnson Controls Connected Buildings

OpenBlue

In our new world we must transform in every way. Johnson Controls is transforming how spaces and places are perceived and enjoyed. Applying data from both inside buildings and beyond, our customers can now manage operations systemically. Introducing the blueprint of the future: OpenBlue is a dynamic new space from Johnson Controls. This is how buildings come alive.

OpenBlue is a complete suite of connected solutions that delivers impactful sustainability, new occupant experiences, and respectful safety and security that combines our 140 years of building expertise with cutting-edge technology.

It also features a suite of tailored, AI-powered service solutions such as remote diagnostics, predictive maintenance, compliance monitoring, advanced risk assessments, and more.

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 serves many different industries: workplaces, hospitals, schools, campuses, stadiums, enterprises, and more. OpenBlue creates value for our customers, from helping patients heal faster to ensuring students re-enter schools with better peace of mind, and from fans experiencing stadiums in a new personalized way to laboratories making major scientific breakthroughs.

Johnson Controls OpenBlue technology powers an innovative suite of new digital solutions with more than 20 uniquely tailored services across HVAC, Fire Protection and Security. The new service offering suite will address unique customer needs including touchless environments, adaptable buildings, contact tracing, and sophisticated ventilation and sanitization systems.

OpenBlue Secure

OpenBlue Secure is a software platform that digitizes your Security Operations Center. Keeping on top of emerging risks and an evolving threat landscape that impacts the safety and security of your employees and assets requires the right tools, processes, and a dedicated team who have security in their DNA. OpenBlue Secure solutions power respectful safety and security and advance your Security Operations Teams to better protect your enterprise.

Security needs are transforming as rapidly as the global threat landscape. From occupants to assets, our complete suite of security solutions is designed to help protect your enterprise.

Our solutions are aligned to our blueprint of the future with digital solutions for enhanced Security Operations Centers such as Active Responder and Risk Insight. Powered by AI and workflow engines to deliver response efficiencies and enhance the capabilities of the SOC team.

OpenBlue Tailored Services Suite

Highly tailored services for HVAC, fire protection, and security use data-driven insights to support better planning and decision-making, enhanced productivity, and optimized performance. OpenBlue technology powers service the way you want it, with options including predictive maintenance, remote diagnostics, and advanced monitoring.

Expansion of OpenBlue Digital Building Capabilities

In July 2023, Johnson Controls acquired FM:Systems, a leading digital workplace management and Internet of Things (IoT) solutions provider for facilities and real estate professionals.

FM:Systems' innovative software products offer a range of solutions to make workspaces smarter, like space-scenario planning, asset management and facilities maintenance, supported by security protocols, floor plan scenario modeling, bi-direction integration with AutoCAD and Revit models, and advanced workplace analytics capabilities. Improving the experience of everyone inside, from visitors to occupants to building managers, its powerful sensors and analytics can help portfolio managers optimize space, realize greater cost savings, and help manage and report on indoor air and other environmental data in facilities as diverse as K-12 educational facilities, commercial real estate, hospitals, universities, and government buildings.

Since the acquisition, FM:Systems' capabilities have further strengthened Johnson Controls' OpenBlue suite of software, which uses cutting-edge artificial intelligence and digital twin technologies to improve building performance, while making buildings smarter and healthier for the planet. Buildings collectively account for nearly 40% of global greenhouse gas emissions. The added expertise of FM:Systems has accelerated Johnson Controls' leadership in net zero building technologies globally, while strengthening long-term relationships with existing customers and creating new opportunities to meet demand in the fast-growing smart building segment.

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
51	<p>Select 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 and a listing of dealerships, HUB partners or resellers if available. Select all that apply.</p>		<p><input type="radio"/> Yes <input checked="" type="radio"/> No</p>	<p>Johnson Controls does not hold any of these certifications and is classified as a publicly held corporation. However, Johnson Controls has a broad and well-supported diversity program and plans to offer this program through the Sourcewell facility security systems, equipment, software, and related solutions contract.</p> <p>Our commitment to incorporate diverse-owned businesses into our product and service offerings is rooted in our mission to exceed customers' increasing expectations. Johnson Controls operates under a strategic business imperative to include commercial and purchasing processes, robust outreach and training, goal setting and tracking, and internal and external reporting that keeps diversity business development front of mind. As such, we review and communicate goal attainment and progress throughout the organization monthly. We understand that diversity business development is a team effort and requires the support of each Johnson Controls office, facility, and account.</p> <p>Participating Agencies may use diverse partners through the Master Agreement simply by indicating to the account manager, either verbally or in writing, of the desire for diverse-owned business participation.</p> <p>While there are no pricing changes when using the diversity program, we receive competitive bids from multiple diverse-owned businesses, which ensures you receive a competitive price for the services or equipment.</p> <p>Execution/Accountability We have a diversity business initiative that is directed by senior management and is integrated into our corporate strategy. A diverse business is defined as a company that is at least 51% owned, managed, and controlled by one or more minority persons, or non-minority women, or a small business that conforms to guidelines established by the United States Small Business Administration, or a historically underutilized business based on local country definitions.</p> <p>Spending with Diverse Suppliers We are a leader in supplier diversity. In 2023, we had \$597 million in diverse spend, and since 1993, we have spent more than \$25 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 categories to support our customer solutions.</p> <p>Program Implementation Our program is successful because the company has built an infrastructure of accountability, training, processes, systems, and people to make supplier diversity a competitive advantage for the firm. All the operational, commercial, and advanced diversity business activities are tied together with standardized processes used companywide:</p> <ul style="list-style-type: none"> Supplier diversity training for internal departments and prime contractors Talk back orientation sessions Electronic capability matching and tracking

Diverse business mentoring modules
 Decision-maker recognition programs
 Equity joint ventures and strategic alliances
 Performance tracking and forecasting
 Diverse business involvement program for prime suppliers
 Supplier Diversity Training for Internal Departments and Prime Contractors — We offer a course, Increasing Diverse Supplier Participation, for every employee who is delegated the responsibility to commit the expenditure of corporate funds directly or indirectly for the purchase of goods and services.

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

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

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

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

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

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

We have two levels of accountability for diversity purchasing performance:

Quarterly purchase plan reviews with buying teams in each division.

Monthly diversity project reviews with divisional procurement vice presidents and our CPO to develop actions for the project pipeline going forward.

These enhanced accountability processes ensure diverse business involvement early on during the definition stages of our projects. These processes also organize the global

				<p>sourcing efforts so we minimize the difficulty diverse suppliers can experience while trying to sell to a large organization. At any point in time, the supplier diversity team knows what projects are active and open for diverse supplier involvement.</p> <p>Diverse Business Involvement Program for Prime Suppliers — We require our prime suppliers to launch supplier diversity initiatives, rather than simply buy products and services from diverse suppliers. Each prime supplier that reports second tier spend is measured on the following criteria:</p> <ul style="list-style-type: none"> Completion of second tier annual plan. Designation of a supplier diversity coordinator. Becoming a regional member of the National Minority Supplier Development Council (NMSDC) or the Women's Business Enterprise National Council (WBENC). Attending an NMSDC/WBENC procurement trade show or networking event. Completion of our supplier diversity basic training course. <p>Corporate Outreach Program</p> <p>The following information highlights our recent activities and achievements in support of diverse-owned firms:</p> <ul style="list-style-type: none"> Integrating supplier diversity and business development as a key component of our strategic business plan. Purchases from diverse companies are targeted to grow each year. Convening trade shows and other events to encourage companies to purchase goods and services from diverse firms. Including diverse suppliers in acquisitions/divestitures, lead supplier arrangements, joint ventures, and strategic alliances. Implementing standardized internal processes throughout the company for recruiting, training, and using diverse suppliers nationwide. Expanding the successful business module program for customers and key suppliers throughout the United States. Adopting cloud-based systems to provide business opportunities for diverse suppliers, measure performance, and promote diversity-oriented business solutions to customers. Strengthening mandates for existing suppliers that require them to offer solutions supporting supplier diversity, as a condition of doing business with our company. Establishing capacity-building groups around the country to provide focused procurement opportunities and corporate training.
52		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Please see our response to question 51. *
53		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Please see our response to question 51. *
54		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Please see our response to question 51. *
55		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Please see our response to question 51. *
56		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Please see our response to question 51. *
57		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Please see our response to question 51. *
58		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Please see our response to question 51. *
59		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Please see our response to question 51. *

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	Attachment C
60	Describe your payment terms and accepted payment methods.	<p>Pricing Terms: The price to be paid by the customer for the work shall be determined based on project scope. Payments (including payment for mobilization, engineering, and materials delivered to Johnson Controls and work performed on and off-site) shall be made to Johnson Controls based on an agreed Schedule of Values at signing.</p> <p>Monthly progress payments thereafter as defined below:</p> <p>Progress Payments: At least 15 days before the date established for each Progress Payment (first of the month), Johnson Controls shall submit to the customer an itemized application for payment for work completed on AIA Forms 7202 and 7203. Submission of the agreed upon monthly progress payment invoice will be delivered to the district 15 days after the pencil copy. Payment will be made by the customer no later than 30th day of the following month.</p> <p>Such applications for progress payments may include requests for payment on account of changes in the work which have been properly authorized by modifications. Progress Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the work. If approved in advance by the customer, payment may be similarly made for materials and equipment suitably stored off the site.</p> <p>Final Payment, constituting the entire unpaid balance for the work, shall be made to Johnson Controls within 30 days after the Substantial Completion Date. Payments may be withheld on account of any breach of the Agreement by Johnson Controls and claims by third parties (including Johnson Controls subcontractors and materials suppliers), but only to the extent that written notice has been provided to Johnson Controls and Johnson Controls has failed, within 10 days of the date of receipt of such notice, to provide adequate security to protect the customer from any loss, cost, or expense related to such claims.</p> <p>Payment Methods: We accept wire transfer(ACH), check, money order, and credit cards.</p>	
61	Describe any leasing or financing options available for use by educational or governmental entities.	<p>We Bring a Structured Finance Team to Identify Options Our Structured Finance department, through our finance company Johnson Controls Capital LLC (JC Capital), is dedicated to identifying customized financing options for clients. We can provide general information relating to all available financing options to assist with analysis of each financing option. Johnson Controls can also provide detailed and project-specific factual information on contingent payment, leases, and grants and incentives. In providing such information, Sourcewell members should understand that we are not recommending a course of action on any of the financing options, nor are we acting as an advisor. Johnson Controls is not registered as a municipal advisor with the Securities and Exchange Commission pursuant to Section 15B of the Securities Exchange Act of 1934.</p> <p>If a Sourcewell member is considering financing a project using municipal securities, they should engage and rely on the advice and recommendations of independent municipal advisors, bond counsel and underwriters with respect to the aspects of such financing. Should a Sourcewell member need it, Johnson Controls can provide a list of such advisors with whom we have worked with in the past and know they have experience in providing such advice on facility improvement projects. Johnson Controls has no arrangement or understanding, formal or informal with, and receives no benefit, directly or indirectly, from such parties by providing a Sourcewell member with their names or should their services be chosen.</p> <p>Should a Sourcewell member decide to finance their project through the issuance of municipal securities, Johnson Controls can assist as needed with factual information the bond counsel or underwriters may need on a description of the project, project scope, cost and overall projected benefits. Our Structured Finance team wants to match the right financing structure with what is best for Sourcewell members, and most appropriate for the project.</p>	

Financing Options

Johnson Controls has provided structured financing for thousands of clients. We recently financed more than \$500 million in projects in one year alone. We work with more than 20 lenders, grant and rebate administrators, and finance experts every day, negotiating on behalf of our clients and helping to structure funding in the best way possible. Certain types of projects typically require funding in the form of a tax-exempt municipal lease or tax-exempt lease-purchase agreement. While our clients may not be familiar with this type of financing vehicle, our team of experts in the Structured Finance Team has the experience and expertise needed. The team responds to the special characteristics of each project to identify customized financing options for every project.

Most of the firms that provide facility improvement and energy infrastructure financing actually secure financing through a third-party lender. Johnson Controls has formed Johnson Controls Capital LLC (JC Capital), a wholly owned subsidiary that acts as our captive finance company, established with the sole purpose of creating global financing solutions, facilitating and streamlining financing for Sourcewell members.

We arrange financing purely to assist our clients. Our Structured Finance Team matches the right financing structure to what is best for the Sourcewell member and most appropriate for the project. There are multiple ways to finance a project with Johnson Controls. The following information summarizes finance options.

Leveraging NCL Government Capital

Aside from these financing and leasing options, we recommend that customers leverage NCL Government Capital. NCL has a Sourcewell awarded contract and provides tax exempt municipal financing. Please visit the NCL Government Capital site using the link below to learn more.

www.sourcewell-mn.gov/cooperative-purchasing/011620-ncl.

Lease Financing

The most common form of financing is a lease-purchase agreement typically secured through a Tax-Exempt Lease Purchase. In these arrangements, the Sourcewell member (as lessee) enters into a transaction with a financial institution (the lessor). A lease-purchase is popular because:

- It is not considered statutory debt.
- It does not require voter approval.
- The documentation and closing costs are relatively light.
- The time to close can be less than 30 days.

According to the Association for Government Leasing & Finance, one of the most valuable attributes of a lease-purchase is that it enables clients to finance projects without incurring a "debt" or an "indebtedness" that is subject to voter approval and debt limitations.

The most frequently used covenant is the non-appropriation clause. The documents are drafted so that the lessee may elect to not renew its obligation at the end of the current fiscal period. The lease payment that the lessee makes for each fiscal period is consideration for use and enjoyment of the leased property during the particular fiscal period.

If the lease payments are paid from the current fiscal period's revenues and the lessee has no obligation beyond the current fiscal period, the lease-purchase is not considered debt under the laws of most states.

The lease-purchase will contain an original term equal to one fiscal period and option renewal terms for each subsequent fiscal period of and when the lease-purchase is appropriated. The number of renewals is limited to a maximum term.

If a lessee doesn't appropriate rental payments in its budget for a succeeding fiscal period, the lease-purchase was not renewed, and it automatically terminates. This is not a default. The lessee has simply exercised its contractual right under the lease-purchase. The risk is

born by the lessor. It should be noted that credit rating agencies, S&P and Moody's, negatively view an act of no-appropriation. Attachment C

In most transactions, the lessee has a purchase option to pay off the lease-purchase early and acquire the equipment. To secure the payment of the lessee's obligations, the lessor retains a security interest constituting a first lien on the equipment. During the lease term, title resides with the lessee. However, if the lease-purchase is terminated early for reasons other than exercise of the purchase option, title automatically transfers back to the lessor. A lease-purchase can be structured to qualify for tax-exempt status, which carries a lower interest rate than a taxable lease-purchase of similar credit quality and term. There are a wide number of banks and leasing companies that participate in the lease-purchase market. That broad supply of capital ensures competitive pricing. It should be noted also that a lease-purchase is typically structured as a private placement.

That lack of liquidity and the non-appropriation clause frequently means that a lease-purchase has interest rates that are slightly higher than a bond issuance. However, the closing cost for a lease-purchase is relatively low, which often makes it an efficient financing vehicle for projects under \$25 million. A lease-purchase is also very flexible, as amortization schedules can be "sculpted" to match any established savings guarantees for that particular project(or for those projects that are part of a broader performance contract), and there are no minimum principal payment denominations. Another positive attribute is that the time needed to close is relatively short (approximately 30 days).

Johnson Controls can work with lenders to design a payment schedule that corresponds to the construction period. The goal is to create a cash flow neutral transaction for the Sourcewell member. We can help to identify lenders that can offer lease-purchase terms that are as long as the law will allow.

Bonds

Many customers have a master indenture for bond issuance to finance their capital improvements. The same vehicle can be used to fund facility security systems, equipment and software-focused energy savings projects. The Sourcewell member may choose to issue bonds solely for a specific Johnson Controls project, or for a larger capital improvement plan that rolls into the performance contract. For larger transactions, the capital market is an excellent funding source for credit-worthy borrowers that require a broader pool of investors or more financial flexibility. In addition, bonds typically have the lowest cost of capital, which enables clients to maximize their projects. We cannot provide recommendations on a bond issuance. However, we can provide in-depth detail on the project to enable the Sourcewell member and their advisors and underwriters to structure a bond issuance in a way that best services the needs of the member.

Investment Tax Credit

The Investment Tax Credit (ITC) provides a federal tax credit for owners of certain eligible investments. Taxpayers that are state and local governments and tax-exempt entities may receive cash in exchange for ITCs via a direct payment election. The ITC percentage could be between 6% and 50% (without considering a low-income bonus allocation) of the eligible investment(s) depending on the facts and circumstances of a project. While Johnson Controls cannot provide tax or legal advice, we do have expertise with the ITC program, its process, and key considerations. As we work with Sourcewell members to build and finalize project scopes, we will leverage our internal ITC specialist to layer in potential ITC impacts.

Ultimately, the act of computing or claiming an ITC is the responsibility of the entity that owns the eligible property. As necessary and allowable, we will share relevant project information with the Sourcewell member's tax and legal counsel in their effort to compute and claim an ITC.

62	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	<p>The following standard transaction documents within a file entitled Attachment C Johnson Controls Transaction Documents within the Documents section. These transaction documents may be used in connection with an awarded agreement.</p> <ul style="list-style-type: none"> • Standard Proposal Forms with Terms • Warranty • Alarm Monitoring rider • EAGL GunShot Detection Rider • EVOLV Weapons Detection Rider • Guardian Active Shooter Rider • BSNA Rescue Air Installation Rider • BSNA Rescue Air Services Rider 	Attachment C *
63	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?	<p>As it pertains specifically to facility security systems, equipment, software, and related services and solutions projects, Johnson Controls does accept P-card procurement and payment, and we do not pass on any fees to the customer. However, if the project is broader in nature, P-card may not be a viable procurement and payment option.</p> <p>In addition to accepting P-card procurement and payment for facility security systems, equipment, software, and related services and solutions -focused projects, we also accept wire transfer, check, money order as procurement and payment options.</p>	*
64	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.	<p>We have uploaded pricing that provides the applicable pricing / discounts for every product and or service for Johnson Controls and Affiliates.</p> <p>Johnson Controls utilizes different quoting tools depending upon which affiliate will be quoting the work. Discount percentages are consistent across affiliates but may vary depending upon the solution being provided. Included in our response are the following pricing models:</p> <p>Johnson Controls Fire Protection Products and Installation Pricing is the only pricing that is Line Item Based, Proposed pricing is based on our top 100 Strategic Account Customers, discarding the top and bottom 15, then averaging the margin for both low voltage and Sprinkler Systems. The margins remain the same from our current award 030421-JHN. All Low Voltage is 35% and Sprinkler is 26% with Labor being priced up to the NTE Rates listed in the pricing documents. L&M Parts Pricing has a 15% uplift above new installation products and that methodology is also the same as the current award.</p> <p>*Note: Johnson Controls Fire Protection, LP wishes to notify Sourcewell of our intent to transition to a Discount off List for products and installation once our CPQ system has that functionality. We expect at some point during Calendar Year 2025 that this will take place.</p> <ul style="list-style-type: none"> • Johnson Controls Fire Protection Products and Installation - Line-Item Margin Based • Johnson Controls Fire Protection L&M Line-Item 15% uplift above Installation Parts Pricing • Sourcewell PSA Pricing Validation Tool – Discount off CPQ Pricing Tool • Sourcewell Deficiency Quote Form JCFP ACE Quote Tool • Sourcewell General Service Form JCFP ACE Quote Tool • JCSS Pricing Table USA & Canada – Compass Discount of List • Cooperative Pricing Worksheet JCSS Compass USA & Canada • Cooperative Pricing Worksheet JCSS Prevailing Wage USA Only • Johnson Controls, Inc. (Complex Security Team) Pricing Table – Discount off List 	*
65	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 type and labor. We are providing discounts that exceed our standard commercial branch practices and are in line with our most preferred strategic account customers. Please refer to our pricing table for specific percentages. Discounts range 5-20%	*

66	Describe any quantity or volume discounts or rebate programs that you offer.	<p>Volume discounts will be considered on a project-by-project basis. Attachment C</p> <p>Most security solutions are customized for each facility and do not qualify for volume discounts.</p> <p>As a global facility security systems, equipment, software, and related solutions service provider, we have projects currently taking place all over the world. Our centralized procurement team provides us with national contracts whereby we can get the best delivery dates, priority warranty support and volume pricing. This all translates to the best pricing and reduction in risk for the members. While Johnson Controls may have rival products to those already installed throughout the facilities, our goal is to ensure our projects deliver maximum value to the customer...Not Johnson Controls.</p>	*
67	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". 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.	All open market or non-contracted items are priced as Cost Plus. We have a ceiling price for all products and services.	*
68	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.	We offer turnkey pricing that includes all costs on a project-by-project basis as outlined in our pricing table.	*
69	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.	*
70	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.	*
71	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 the Sourcewell member's warranty until we reach substantial completion. This helps save Sourcewell members money by not starting the warranty period too early, when the system is not yet in use.	*
72	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	<p>Johnson Controls utilizes a multi-faceted approach to ensuring compliance and utilization of our Sourcewell awards:</p> <ol style="list-style-type: none"> 1. Johnson Controls has a dedicated Cooperative Team that conducts training and works with the field branch sales and service personnel to provide awareness and the skills necessary to complete a cooperative sale from start to finish. We have developed process flows for the facility security systems, equipment, software, and related solutions representatives for how to price both projects and services. 2. Johnson Controls leverages Salesforce, and we created a required cooperative contracts field for each opportunity where the purchasing entity is an eligible member. 3. Currently we have pricing tools that provide the sales representative with list pricing, NALP, or cost plus. This makes it simple for our sales representatives to provide compliant pricing. We are working with the Johnson Controls pricing leaders along with senior management to place additional systemic controls in our project pricing tools that will enable the discounts to be automatically applied and priced in accordance with the awarded pricing table. 4. We have specific Buying Groups created for Sourcewell that field representatives select when preparing L&M and Preventative Service Agreement proposals. 5. Beginning in October 2024, our legal department is instituting a mandatory "Government" training module for every sales representative that must be completed annually. 6. We utilize Government Services Group that maintains all reporting and administrative fee functions. This team ensures that pricing was provided to eligible members and escalates any issues to the Cooperative Contracts team to research. 7. If at anytime we are made aware of an issue we are willing to correct any pricing inconsistency. 	*

73	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	<p>Johnson Controls team has established key performance indicators (KPIs) for evaluating the performance of our facility security systems, equipment, software, and related solutions program. These internal metrics are comprised of data from both sales and finance. For example, key metrics we utilize include the number of sales representatives who have an active Sourcewell proposal in the Salesforce pipeline and year-over-year sales data associated with each Sourcewell contract.</p> <p>To further ensure program success, Johnson Controls' Cooperative team ensures that all of our team members have been trained on the nature of this contract and are strongly encouraged to attend the Sourcewell Universities training curriculum.</p> <p>We conduct "Relationship Surveys" annually to measure customer satisfaction and generate a Net Promoter Score. Through the surveys, we learn of additional support a customer might require and gain insight into continuous improvement areas to further meet customer expectations. "Transactional Surveys" are issued after key milestones are completed to assist with open dialogue and ensure the project runs smoothly from all points of view.</p>	Attachment C
74	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	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 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
75	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Please refer to pricing table for specifics.

Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A and 7B)

Line Item	Question	Response *
76	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	<p>Johnson Controls Fire Systems</p> <p>We offer fire controls systems designed to meet the needs of everything from a small stand-alone system to a large integrated network. We offer fire alarm systems designed to meet the needs of small and large facilities — and to integrate seamlessly with our other building management security system technologies.</p> <p>Intelligent Fire Control Panels</p> <p>Johnson Controls Intelligent Fire Controllers (IFC) can zero in on each device and identify its specific location and status, saving time, and confusion in an emergency. As your business needs change, the modular design of our controllers lets you network additional panels or add new devices as your facility grows. This flexibility means substantial cost savings in your investment.</p> <p>Intelligent Fire Integrator</p> <p>The IFI is a single point of control for your fire and life safety systems. The integrated facilities monitoring network links your IFC series fire alarm system to other 3rd party systems. From a single workstation, your facility manager can view and manage diverse systems from different manufacturers using an intuitive graphical user interface.</p> <p>Mass Notification Systems (MNS)</p> <p>Our MNS can simultaneously notify multiple people via text messaging, automated voice dialing, desktop alerts, and indoor and outdoor loudspeakers. Each of the following solutions can be custom-built to meet your needs.</p> <ul style="list-style-type: none"> In-Building Systems Wide-Area Systems Distributed Recipient and Personal Alerting Systems <p>JWS - 3 Web Server</p> <p>The JWS-3 is an optional web-based device that acts as an HTML server, which allows remote access to the IFC Network. The user can view the history of a fire alarm control panel, event status, device properties, and other information based on pre-defined access permissions. All data available is a "snap-shot" of the data on</p>

the IFC Network at the time the browser requested the information.

Digital Voice Command

The DVC is a multi-channel digital audio evacuation, paging and firefighter's telephone system designed for use with the IFC2-3030 fire control panel. The system can simultaneously broadcast multiple, distinct messages throughout your facility or in selected areas to ensure the right people have the right information during an emergency. The DVC delivers eight channels of quality digital audio for live paging, and up to five channels of firefighter's telephone operation for communication between emergency responders.

Johnson Controls Fire Protection Products and Services

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

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

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

FireMaster Fire Protection Services and Equipment.

FireMaster fire protection is a range of services Johnson Controls provides that are focused on ensuring compliance with local fire safety regulations and enhancing the safety of workplaces, commercial establishments, and residential properties. This product and service line provides customers with:

- Fire Extinguisher Sales and Service:

- Fire Alarm Systems:

- Fire Suppression Systems:

- Fire Safety Training:

- Fire Risk Assessments:

Fire Alarm Systems

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

Smoke Detectors

Smoke detectors are the first line of defense if there is a fire. Keeping detectors in perfect condition is vital to any safety strategy. Johnson Controls' world-class Smoke Detector Maintenance Program offers multiple service levels, including testing, cleaning, sensitivity testing, replacement and stock supply. This comprehensive approach helps keep detectors fully operational and minimizes false alarms.

Fire Extinguishers

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

Automatic Fire Pumps

When fire strikes, water pressure must be available to strike back. Our experts use special technology to inspect Automatic Fire Pumps, reporting deficiencies and recommending corrective action.

Johnson Controls' Fire Alarm System will monitor the following fire pump parameters per NFPA 72. They are:

- Fire pump running

- Power loss

- Phase reversal

Automatic Sprinklers

Automatic sprinklers can minimize property damage and save lives. Johnson Controls' comprehensive sprinkler system testing and inspection program is based on NFPA Codes 25 and 13, keeping a facility in compliance with insurance and fire codes.

Our products include:

- Wet pipe sprinkler systems

- Dry pipe sprinkler systems

- Standard Response Spray Sprinklers

- Quick Response Sprinklers

- Extended Coverage Sprinklers

- Recessed Sprinklers

- Special Purpose Sprinklers

- High-Pressure Sprinklers

Special-Hazard Fire Suppression Systems

Special-Hazard Fire Suppression Systems protect the key assets and resources that make a business successful. From computer rooms to fuel-pump islands, rare documents to manufacturing equipment, our experts test all elements of special-hazard fire suppression systems and recommend maintenance and improvements.

Clean-Agent Fire Suppression Systems

The top clean-agent systems on the market have ANSUL® written all over them. Choose from SUSTAINABLE technology, INERGEN® Inert Gas Systems or SAPPHIRE™ Systems with 3M™ Novec™1230 Fluid. Clean-agents protect sensitive electronics and irreplaceable assets found in facilities across various industries: data processing, communications, industrial, marine, aviation, medical, finance, and cultural/historical.

Carbon Dioxide Fire Suppression Systems

The original “clean” agent, carbon dioxide suppresses fire without leaving behind an agent to damage sensitive equipment. And because there is no agent to clean up, an operation is back in business faster. To provide the most economical system arrangement without sacrificing performance, we offer both high and low-pressure systems including the exclusive ANSUL® “Mini-Bulk” tank technology.

Detection & Control Equipment

When automatic 24/7 fire protection is required, select from our complete line of Johnson Controls Fire Alarm Control Panels and AUTOPULSE® detection, control and fire suppression system release panels. Detection options include smoke, heat and flame detection. Also, consider our VESDA® aspirating smoke detection technology.

Kitchen Fire Suppression Systems

Today’s high temperature appliances make Kitchen Fire Suppression Systems essential. Our semi-annual, 21-point assessment will keep owners up-to-date on ever-changing requirements, keep personnel safe and prevent loss and damage. A specially trained Johnson Controls professional inspects all elements of these important safety devices.

Emergency Lights

Johnson Controls will help make sure Emergency Lights work when they are needed. We will thoroughly test and inspect the entire system to ensure proper operation. All Johnson Controls tests and inspections are in accordance with NFPA 101 (Life Safety Codes). We can help ensure compliance with safety codes and reduce the probability of injury while decreasing the risk of liability to property owners and employers.

Johnson Controls Security Solutions

The Johnson Controls’ team is uniquely qualified in that it can provide consulting, engineering, and implementation services in all aspects of security and life safety. The following service categories, usually represented by separate firms, can be provided through our team:

- Security Management and Consulting
- Security Engineering and Design
- Information Protection and Network Security Consulting
- Professional Security System Deployment Services

Access Control

Access control is vital to security and productivity. If the access control system is down, no one gets in the building and work time is wasted. Hundreds of organizations use Johnson Controls services to ensure uninterrupted access to their facilities – and only by authorized personnel.

Video Surveillance

Johnson Controls is a world-class systems integrator. Our highly skilled team understands your need to reduce risk, comply with regulatory policies, and safeguard your most critical assets. Our ability to install, integrate, and service advanced business security camera systems will help you do just that, in addition to lowering your costs and increasing operational efficiency.

We offer the following solutions:

- Digital video management systems
- Network and digital video recorders
- Surveillance cameras
- Advanced analytics

P2000 Security Management System Capabilities

Our integrated network access control building technology works seamlessly with our P2000 security management system to help buildings achieve maximum security while increasing efficiencies and lowering costs. Built on open standards and compatible with virtually any third-party program, the P2000 can integrate multiple businesses, buildings, and security systems to achieve interactive, real-time security management. The P2000’s built-in web browser allows users to access the platform from a central location — or remotely, through web-connected devices. The P2000 works with virtually all current security products, system technologies, and IT networks, including:

- Mercury Hardware, making it easy to change security solution providers
- Digital Video Recorders that manage recording, camera and storage functions from a single workstation
- HR Databases that integrate your badging system with your HR database to

simplify security operations and reduce human error

- Intelligent IP Door Locks, streamlining installation and enabling real-time communications where it's difficult to install wired locks
- IP Intercoms that combine live video, intercom requests and open-door functionality in one workstation

Intrusion Panels, enabling extended control and auditing of your facility's doors

- Elevator High-Level Interfaces that enable access control integration with your elevator system

Monitoring Services

Our monitoring service gives the ultimate peace of mind, around-the-clock electronic surveillance of facilities. We are the only national UL-Listed service with a total focus on commercial facilities. First, we will integrate safety systems with our Central Monitoring Station, the industry's most advanced. Then we will monitor a building 24/7. In an emergency situation, Johnson Controls will notify authorities, guide emergency personnel to the scene and keep owners informed. We will even initiate an emergency action plan.

CCTV Systems

Closed Circuit Television cameras must be inspected regularly to ensure the highest levels of uptime and availability. Johnson Controls provides a complete range of service and maintenance options for installed video surveillance equipment and security technologies. By optimizing the performance of security equipment, people and property are protected against intruders, fraud, and vandalism. Johnson Controls security systems installed throughout the world integrate CCTV equipment from well-respected names as Sony, Philips, Nice, and Loronix. Our design approach for this project would be designed with "State of the Art" Microprocessor based video switchers, pan-tilt-zoom cameras, and digital recording technology.

Building Security Automation

Johnson Controls offers a range of security automation products and solutions designed to enhance the safety and security of buildings and facilities. Their offerings cover various aspects of security management, including access control, video surveillance, intrusion detection, and integrated security systems. Here are some key products and solutions from Johnson Controls that relate to security automation:

Access Control Systems

- Tyco Access Control Solutions:
- Software House C-CURE 9000:

Video Surveillance

- Video Management Systems (VMS):
- Intelligent Video Analytics:

Intrusion Detection Systems

- Intrusion Alarm Systems:
- Perimeter Security Solutions:

Integrated Security Solutions

- Integrated Security Platforms:
- Cybersecurity Solutions:
- Cloud Security Services:

Mobile Security Solutions

- Mobile Security Applications:

Consulting and Managed Security Services

- Security Consulting Services:
- Managed Security Services:

Motion-Controlled Lighting

Johnson Controls offers a range of solutions that incorporate motion-controlled lighting, which is an essential aspect of modern building management systems.

- Occupancy Sensors:
- Daylight Harvesting:
- Dimming Capabilities:
- Smart Control Systems:

Occupancy Detection

Johnson Controls offers advanced occupancy detection solutions that are integral to modern building management and automation systems. These solutions utilize various technologies to detect the presence of individuals in a space, enabling automated responses to optimize energy efficiency, enhance security, and improve comfort.

- Passive Infrared (PIR) Sensors:
- Ultrasonic Sensors:
- Dual Technology Sensors:
- Camera-Based Detection:

Intrusion and Breach Prevention and Detection

Johnson Controls maintains a comprehensive suite of intrusion detection and breach prevention solutions designed to protect facilities, assets, and personnel from unauthorized access and security threats. These systems incorporate advanced technologies and integrated approaches to ensure robust security for various environments, including educational institutions, healthcare facilities, government facilities, and industrial sites.

- Intrusion Detection Systems (IDS):

- Perimeter Security Solutions:
- Video Surveillance Systems:
- Access Control Systems:
- Integrated Security Management Systems:
- Cybersecurity Measures:

Glass and Window Security

As it pertains to glass and window security, Johnson Controls offers a range of solutions designed to enhance the safety and security of buildings. Here are some key aspects of our offerings:

- Window Film:
- Access Control Systems:
- Intrusion Detection:
- Physical Security Measures:
- Smart Building Solutions:
- Consultation and Assessment:

Armor and Ballistic Solutions

Johnson Controls offers a range of ballistic solutions designed to enhance security and provide protection against ballistic threats. Our offerings typically focus on integrating advanced materials and technologies.

- Ballistic-Resistant Glass
- Security Window Films
- Architectural Solutions
- Integrated Security Systems
- Customization and Consultation
- Compliance with Standards

Shooter Detection Systems

Johnson Controls regularly installs the Guardian Indoor Active Shooter Detection System, one of the most advanced active shooter detection and alerting technologies available. The Guardian System is widely installed and actively deployed in real-world environments nationwide.

We've joined with Ever bridge and Shooter Detection Systems to provide organizations with the only active shooter risk mitigation solution that quickly detects gun shots, locates, and communicates with employees, and initiates emergency response procedures. Our suite of services include:

- Access Control/Visitor Management:
- Intrusion Detection:
- Integrated Video Surveillance:
- Mass Communication:
- Gunshot Detection:
- Passive Weapons Detection:
- Cyber Security:
- Autonomous Drone:

Facility and Parking Access Controls Systems

Johnson Controls offers a variety of facility and parking access control systems designed to enhance security, streamline operations, and improve overall management of access to buildings and parking areas.

- Access Control Systems
- Video Intercom Systems
- Turnstiles and Barriers
- Parking Access Control Systems
- License Plate Recognition (LPR)
- Visitor Management Systems
- Centralized Management Software
- Integration with Building Management Systems

Robotic and Artificial Intelligence Surveillance Solutions

OpenBlue provides the visibility and accessibility for customers to make unique, informed, effective and efficient decisions, across all our industry verticals. OpenBlue includes tailored, Artificial Intelligence (AI) infused service solutions such as remote diagnostics, predictive maintenance, compliance monitoring, advanced risk assessments and more.

Artificial Intelligence:

- Video Analytics:
- Predictive Analytics:
- Integration with IoT:

Applications:

- Smart Buildings:
- Public Safety:

Biometric Scanning and Screening

Johnson Controls offers various solutions that include biometric scanning and screening technologies.

Our biometric door entry control system incorporates biometric screening and lockdown capability at exterior doors. We integrate biometric solutions (fingerprint, facial recognition) into our overall security and building management systems, allowing for a more streamlined approach to access control and safety.

Monitoring Services

Our monitoring service gives the ultimate peace of mind, around-the-clock electronic surveillance of facilities. We are the only national UL-Listed service with a total focus on commercial facilities. First, we will integrate safety systems with our Central Monitoring Station, the industry's most advanced. Then we will monitor a building 24/7. In an emergency situation, Johnson Controls will notify authorities, guide emergency personnel to the scene and keep owners informed. We will even initiate an emergency action plan. Johnson Controls can provide around the clock electronic monitoring for trouble and alarm conditions throughout each facility for hardware that supports dial-out functions. The center is staffed with rows of customer service representatives wearing headsets that carefully watch computer screens and interpret information that can mean life or death to people thousands of miles away.

Nurse Call Systems

Our Nurse Call solutions provide state-of-the-art technology and offer a high level of functionality and durability. These systems also provide ease of operation for nursing and administrative staff. Our systems provide easy to use nursing control station's that provide all required functions with just the touch of the screen.

Our proposed products and services will improve patient care/response by:

- Ensuring that the patient always feels that assistance is just a pushbutton away and that confirmation of a response is immediate.
- Providing information to a mobile work force in such a way that it is part of their normal routine and does not cause interruption due to re-directing workflow or even re-orienting attention as a result of how the information is presented.

Infant Tagging

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

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

Wandering Resident

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

Emergency Communication

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

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

Visual Communication

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

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

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

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

Personal Communication

Johnson Controls offers personal communication technology that offers many benefits including:

- Improve response time in emergencies by ensuring instant delivery of important information in a consistent manner, minimizing loss of life, property damage, and financial impact
- Free up key personnel to perform critical tasks by automating manual, time-intensive processes
- Improve effectiveness by eliminating potential failure points due to human error
- Reduce miscommunications or misinformation with accurate, consistent messages
- Increase outreach through process efficiencies that enable more frequent communications
- Comply with legal communication-related regulations through real-time and historical reporting
- Plan ahead for various emergency situations
- Manage the system easily and cost-effectively
- Feel confident with maximum data security through our Oracle/Linux platform and built-in redundancy at every level

Interior Communication

New capabilities in digital information transmission, processing, and control offer the opportunity for comprehensive auditory and visual messaging, tailored to situation and facility. A logical development, spearheaded by Johnson Controls is the incorporation of such advanced messaging capabilities directly into Fire Alarm Systems.

As Johnson Controls has spearheaded these developments, we have paid careful attention to changing government regulations as well as an abundance of codes and standards. Our systems have been developed to meet all applicable industry codes and standards, thereby ensuring widespread applicability of our technology solutions.

Campus Duress Alarms

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

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

Security Management Consulting

We help customers evaluate, develop, implement, and maintain their overall security programs through vulnerability and risk assessments, studies and investigations, physical security surveys, security master planning, development of security policies, standards, procedures and instructions, and the development and implementation of numerous, customized security training programs. Johnson Controls has deep experience managing the full range of security services, from overseeing guard services to performing vulnerability/risk assessments to implementing integrated, state-of-the-art security and fire systems. We have helped a multitude of clients develop an overall security management approach, utilizing a combination of physical guard services in conjunction with cost-effective electronic security solutions for their facilities. Our experience with large, dispersed client portfolios allows us to take a holistic view of a client's security requirements and develop a portfolio-wide solution.

Professional Security System Deployment Services

The Global Security Solutions team has the ability to provide highly specialized services for the deployment of complex integrated security management system projects. These services are built around the custom engineering and development required to develop, deploy, and operate projects involving Physical Security Information Management (PSIM) and Physical Access Identity Management (PAIM) solutions.

In addition to its full-time staff, the Johnson Controls' Security Engineering team coordinates and partners with many other security technical and engineering employees throughout the world at the many company, regional, and branch office locations. These adjunct staff members represent virtually every discipline within the security industry and are recognized experts in their specialized fields.

The Johnson Controls' team also has established relationships with numerous security industry professional associations and organizations and, when needed, draws expertise and adjunct staff members from these groups to support Johnson Controls projects internationally. The collective expertise and experience that the Johnson Controls' Global Security Solutions team can bring to a project, through all of its

		<p>resources, is unsurpassed in the security industry.</p> <p>Programming Services Johnson Controls Programming Services unleash the true potential of the integrated security systems. ISSG Programming Services will accomplish this with our certified professionals who will help the customer define their operational goals, program applications, and make sure the system has the inherent flexibility to accommodate changing needs. For example, our ISSG can support key system programming functions allowing our customer to focus on other vital tasks. ISSG wants to ensure our Integrated Security Systems Solution customers operate their security systems at their true capacity. ISSG Programming Services continuously try to increase our customer's Return On Investment (ROI).</p> <p>Training The Johnson Controls provides expert custom training programs; customized operational programming of the security systems; custom report development; video badge design, development and programming; database screen design; graphical map design and programming, and CCTV Control Interface programming. The security systems our company provides are software intensive products that must be customized for each customer and each application. Because each customer has specific needs, our personnel are available to customize a system design as well as the software that controls the system.</p> <p>Operational Services Johnson Controls wants to maximize our customer's return, while minimizing their risk. Johnson Controls can accomplish this on a complete end-to-end solution that aligns with our customer's daily and long-term security goals. ISSG personnel will work with in-house security personnel developing best practices to maximize system configuration proficiency levels, application integration, and operator ease-of-use. ISSG personnel will ensure that our customers maintain optimum system performance through recurring needs assessments. ISSG also will provide sustained support to ensure proficiency levels are maintained. We can also assist our customers to streamline changes in policies or system functionality. Our recommendations will help optimize our customer's security staff performance and provide continual process improvement initiatives.</p> <p>Warranty and Service Support The Johnson Controls service staff is factory trained to service the broad range of products. Our company owns and operates District offices throughout the United States. Each of these offices employs a service staff that supports their respective local areas. We stress ease of maintenance when we design, solutions for our end users. Our systems include both hardware and software products. We offer a turnkey service solution that includes the inspection, maintenance, support, and repair of systems by factory trained technicians. Johnson Controls is prepared to support warranty and service needs 24 hours a day, seven days a week, 365 days each year. Our technicians will provide the following support ensuring the systems are in proper, safe and efficient operating condition. Our factory-trained technicians will respond to emergency maintenance requirements. Johnson Controls will furnish all labor, travel, materials, supplies, parts, equipment, panels, devices, and warning signs for system warranty maintenance. The Johnson Controls service program includes the following:</p> <ul style="list-style-type: none"> • Scheduled and preventative maintenance including inspecting, testing, adjusting, repairing and parts replacement, • Troubleshooting and equipment repair services to remedy failures and malfunctions, • Major equipment maintenance and overhaul, • Maintenance reports, daily logs, and record keeping, • Maintenance manual updating, and • Additional work as directed by customers, above and beyond the specified scope of the construction documents.
77	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>Alarm and signal systems, Facility Monitoring, Active shooter, Active shooter, Weapon detection, Preventative Maintenance, Training, Inspections, Optimization & Retrofit Services, System Services & Parts; Operational Intelligence & Asset Protection; Integrated Security & Fire, Life-Safety & Hazard Protection, Fire Extinguisher Sales and Service, Motion Controls Systems, Fire Alarm Systems, Installation and Maintenance, Fire Detection Systems, Sprinkler Systems, Suppression Systems, System Design and installation, Fire Risk Assessments, Building Security Automation and Integration, Intrusion Prevention and Detection, Infrared Cameras, Security Cameras, Glass and Window Security Systems, Ballistic Applications and Solutions, CCTV Systems, Recording Systems, Facility and Parking Access Controls, Robotic and Artificial Surveillance, Biometric Scanning and Screening.</p>

Table 78: Depth and Breadth of Offered Solutions

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
78	Alarm and signal systems	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please refer to response to question 76 of Table 7A. *
79	Building security automation and integration, motion-controlled lighting, occupancy detection	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please refer to response to question 76 of Table 7A. *
80	Fire detection, sprinkler and suppression systems	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please refer to response to question 76 of Table 7A. *
81	Intrusion and breach prevention and detection	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please refer to response to question 76 of Table 7A. *
82	Glass and window security, armor, and ballistic applications	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please refer to response to question 76 of Table 7A. *
83	Closed circuit television (CCTV), surveillance, and recording	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please refer to response to question 76 of Table 7A.
84	Facility and parking access control	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please refer to response to question 76 of Table 7A.
85	Robotic and Artificial Intelligence (AI) surveillance	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please refer to response to question 76 of Table 7A.
86	Biometric scanning and screening	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please refer to response to question 76 of Table 7A.

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](#) - Johnson Controls Pricing.zip - Tuesday December 10, 2024 11:19:40
- [Financial Strength and Stability](#) - Johnson Controls 2024 Annual Report.pdf - Tuesday December 10, 2024 11:21:59
- [Marketing Plan/Samples](#) - Johnson Controls Marketing Files.zip - Tuesday December 10, 2024 11:23:30
- WMBE/MBE/SBE or Related Certificates (optional)
- [Standard Transaction Document Samples](#) - Johnson Controls Standard Transaction Documents.zip - Tuesday December 10, 2024 11:28:00
- [Requested Exceptions](#) - Sourcewell - RFP_121024_Facility_Security_Master_Agreement (JCI 12.3.24) Requested Exceptions.docx - Tuesday December 10, 2024 11:30:39
- [Upload Additional Document](#) - Johnson Controls Response to Sourcewell RFP 121024.pdf - Tuesday December 10, 2024 11:31:07

Addenda, Terms and Conditions**PROPOSER AFFIDAVIT OF COMPLIANCE**

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

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 award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

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 is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. 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, 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. - Justin Newbern, Service Sale Enablement Leader, Johnson Controls Fire Protection, LP.

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 obligations contemplated in the solicitation proposal.

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
Addendum_12_Facility_Security_RFP_121024 Tue December 3 2024 09:47 AM	<input checked="" type="checkbox"/>	1
Addendum_11_Facility_Security_RFP_121024 Tue November 26 2024 12:32 PM	<input checked="" type="checkbox"/>	1
Addendum_10_Facility_Security_RFP_121024 Mon November 25 2024 11:16 AM	<input checked="" type="checkbox"/>	2
Addendum_9_Facility_Security_RFP_121024 Thu November 21 2024 10:09 AM	<input checked="" type="checkbox"/>	1
Addendum_8_Facility_Security_RFP_121024 Wed November 20 2024 12:42 PM	<input checked="" type="checkbox"/>	2
Addendum_7_Facility_Security_RFP_121024 Mon November 18 2024 07:14 PM	<input checked="" type="checkbox"/>	1
Addendum_6_Facility_Security_RFP_121024 Thu November 14 2024 11:04 AM	<input checked="" type="checkbox"/>	1
Addendum_5_Facility_Security_RFP_121024 Fri November 8 2024 12:29 PM	<input checked="" type="checkbox"/>	2
Addendum_4_Facility_Security_RFP_121024 Thu November 7 2024 03:06 PM	<input checked="" type="checkbox"/>	1
Addendum_3_Facility_Security_RFP_121024 Fri November 1 2024 04:14 PM	<input checked="" type="checkbox"/>	1
Addendum_2_Facility_Security_RFP_121024 Fri November 1 2024 10:38 AM	<input checked="" type="checkbox"/>	2
Addendum_1_Facility_Security_RFP_121024 Fri October 25 2024 01:54 PM	<input checked="" type="checkbox"/>	1