

**NASSAU COUNTY PIGGYBACK AGREEMENT**

**THIS NASSAU COUNTY PIGGYBACK AGREEMENT** (hereinafter “Agreement”) is by and between the **NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS**, hereinafter called “County” and **JOHNSON CONTROLS SECURITY SOLUTIONS LLC**, a wholly owned subsidiary of **TYCO INTEGRATED FIRE AND SECURITY dba JOHNSON CONTROLS**, hereinafter called “Vendor”.

**WHEREAS**, the County requires the following goods and services: CCTV video equipment to be installed at the Nassau County Circuit Court located at 76347 Veterans Way, Suite 456, Yulee, Florida 32097; and

**WHEREAS**, the Vendor has previously entered into a Contract with Sourcewell (hereinafter “Lead Contracting Agency”), pursuant to a formal competitive procurement process for the same goods and services (hereinafter “Original Contract”), a copy of which is attached hereto and incorporated herein as “Exhibit A”; and

**WHEREAS**, Section 1-141(d)(3) of the Nassau County Code of Ordinances, Purchasing Policy, allows for piggybacking for the same goods or services; and

**WHEREAS**, the County desires to access the Original Contract with the Vendor for the acquisition of said goods and services in accordance with the terms of the “Exhibit A”.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

**SECTION 1. Recitals.**

**1.1** The above recitals are true and correct and are incorporated herein, in their entirety, by this reference.

**SECTION 2. Exhibits.**

**2.1** The Exhibits listed below are the exhibits incorporated into and made part of this Agreement:

- Exhibit A** ORIGINAL CONTRACT WITH LEAD CONTRACTING AGENCY
- Exhibit B** VENDOR’S QUOTE/PROPOSAL

**SECTION 3. Prices, Parties and Additional Terms and Conditions.**

3.1 The Vendor shall be compensated in an amount not to exceed Three Hundred Sixty-Five Thousand Six Hundred Eighty-Four Dollars and 11/100 (\$365,684.11) in accordance with Vendor's Quote/Proposal attached hereto and incorporated herein as Exhibit "B." The Vendor's Quote/Proposal shall reflect the pricing under the same terms and conditions as contained in Exhibit "A" or lower if needed but, cannot exceed the pricing listed in Exhibit "A".

3.2 All references to the Lead Contracting Agency in Exhibit "A" shall for the purpose of this Agreement be replaced with the words of "Nassau County" or "County".

3.3 Any additional terms or conditions not set forth in this Agreement or any attachments whether submitted purposely or inadvertently, shall have no force or effect. In the event of any conflict between the terms of this Agreement and the terms of the Original Contract or any attachments, the terms of this Agreement shall prevail.

**SECTION 4. Term of Agreement.**

4.1 Notwithstanding any other provision of the Original Contract to the contrary, the term of this Agreement shall begin upon the date fully executed and end ninety (90) days thereafter.

**SECTION 5. Termination for Default.**

5.1 If the Vendor fails to perform any of its obligations under this Agreement, and if such default remains uncured for a period of more than fifteen (15) days after notice thereof was given in writing by the County to the Vendor, then the County may, without prejudice to any right or remedy the County may have, terminate this Agreement.

5.2 Upon termination of this Agreement, the Vendor shall immediately (1) stop work on the date specified; (2) terminate and settle all orders and subcontracts relating to the performance of the terminated work; (3) transfer all work in process, completed work, and other materials related to the terminated work to the County; and (4) render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

**SECTION 6. Termination for Convenience.**

6.1 The County reserves the right to terminate this Agreement in whole or part by giving the Vendor written notice at least thirty (30) days prior to the effective date of the termination. Upon receipt of written notice of termination from the County, the Vendor shall only provide those services and/or materials specifically approved or directed by the County. All other rights and duties of the parties under the Agreement shall continue during such notice period, and the County shall continue to be responsible to the Vendor for the payment of any obligations to the

extent such responsibility has not been excused by breach or default of the Vendor. The Vendor shall promptly contact the County to make arrangements to render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

**SECTION 7. Public Records.**

7.1 The County is a public agency subject to Chapter 119, Florida Statutes. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6090, [RECORDS@NASSAUCOUNTYFL.COM](mailto:RECORDS@NASSAUCOUNTYFL.COM), 96135 NASSAU PLACE, SUITE 6, YULEE, FLORIDA 32097.** Under this Agreement, to the extent that the Vendor is providing services to the County, and pursuant to Section 119.0701, Florida Statutes, the Vendor shall:

- a. Keep and maintain public records required by the public agency to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of the Agreement if the Vendor does not transfer the records to the public agency.
- d. Upon completion of the Agreement, transfer, at no cost, to the public agency all public records in possession of the Vendor or keep and maintain public records required by the public agency to perform the service. If the Vendor transfers all public records to the public agency upon completion of the Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Agreement, the Vendor shall

meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the County.

- e. A request to inspect or copy public records relating to a Nassau County Agreement must be made directly to the Nassau County Custodian of Public Records. If Nassau County does not possess the requested records due to the Vendor maintaining the public records, then Nassau County shall immediately notify the Vendor of the request for records. The Vendor must provide the records to Nassau County or allow the records to be inspected or copied within a reasonable time. If the Vendor does not comply with Nassau County's request for records, Nassau County shall be entitled to enforce the Agreement provisions herein for failure to comply with the terms of the Agreement. Any Vendor which fails to provide public records to Nassau County within a reasonable time may also be subject to penalties as provided under Section 119.10, Florida Statutes, including punishment by fine or may be guilty of committing a misdemeanor of the first degree for any willful and knowing violation.
- f. If a civil action is filed against the Vendor to compel production of public records relating to the Agreement, the Court shall assess and award against the Vendor the reasonable costs of enforcement, including reasonable attorney fees if:
  - (a) The Court determines that the Vendor unlawfully refused to comply with the public records request within a reasonable time; and
  - (b) At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Vendor has not complied with the request, to the County and to the Vendor.
- g. A notice complies with this Section, if it is sent to the County's custodian of public records and to the Vendor at the Vendor's address listed on its Agreement with the County or to the Vendor's registered agent. Such notices shall be sent pursuant to Section 11.1 hereinbelow.
- h. If the Vendor complies with a public records request within eight (8) business days after the notice is sent, the Vendor is not liable for the reasonable costs of

enforcement.

- i. In reference to any public records requested under this Agreement, the Vendor shall identify and mark specifically any information which the Vendor considers confidential and/or proprietary, inclusive of trade secrets as defined in Section 812.081, Florida Statutes, and which the Vendor believes to be exempt from disclosure, citing specifically the applicable exempting law and including a brief written explanation as to why the cited Statute is applicable to the information claimed as confidential and/or proprietary information. All materials shall be segregated and clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE."
- j. In conjunction with the confidential and/or proprietary information designation, the Vendor acknowledges and agrees that after notice from County, the Vendor shall respond to a notice from the County immediately, but no later than 10 calendar days from the date of notification or the Vendor shall be deemed to have waived and consented to the release of the confidential and/or proprietary designated materials.
- k. The Vendor further agrees that by designation of the confidential/proprietary material, the Vendor shall defend the County (and its employees, agents and elected and appointed officials) against all claims and actions (whether or not a lawsuit is commenced) related to the Vendor's designation of the material as exempt from public disclosure and to hold harmless the County (and its employees, agents and elected and appointed officials) from any award to a plaintiff for damages, costs and attorneys' fees, incurred by the County by reason of any claim or action related to the Vendor's designation of material as exempt from public disclosure.

**SECTION 8. E-Verify.**

**8.1** The Vendor shall comply with Section 448.095, Florida Statutes, and use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the employment eligibility of all persons hired by the Vendor during the term of this Agreement to work in Florida. Additionally, if the Vendor uses subcontractors to perform any portion of the work (under this Agreement), the Vendor shall include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons



hired by subcontractor to perform any such portion of the work. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: [www.uscis.gov/e-verify](http://www.uscis.gov/e-verify).

**8.2** The Vendor shall maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized entity consistent with the terms of the Vendor's enrollment in the program. This includes maintaining a copy of proof of the Vendor's and subcontractors' enrollment in the E-Verify program. If the Vendor enters into a contract with a subcontractor, the subcontractor shall provide the Vendor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Vendor shall maintain a copy of such affidavit for the duration of the Agreement.

**8.3** Compliance with the terms of the E-Verify program provision is made an express condition of this Agreement and the County may treat a failure to comply as a material breach of the Agreement. If the County terminates the Agreement pursuant to Section 448.095(2)(c), Florida Statutes, the Vendor may not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated and the Vendor is liable for any additional costs incurred by the County as a result of the termination of this Agreement.

**SECTION 9. Prompt Payment Act.**

**9.1** All payments shall be made in accordance with the Local Government Prompt Payment Act, Chapter 218, Florida Statutes.

**SECTION 10.**

**Notices.**

**10.1** All notices to the County under this Agreement shall be deemed served if sent in a manner requiring signed receipt of delivery, such as Federal Express, or if mailed, Registered or Certified Mail, return receipt requested as follows:

Point of Contact: Doug Podiak, Public Works Director

Address: 45195 Musslewhite Road  
Callahan, Florida 32011

Telephone Number: 904-530-6120

E-mail Address: [dpodiak@nassaucountyfl.com](mailto:dpodiak@nassaucountyfl.com)

**SECTION 11. Fiscal Funding.**

11.1 This Agreement is subject to the availability of the County funding for each item and obligation and may be terminated without liability, penalty or further obligation other than payment of fees then due and owing.

**SECTION 12. Indemnification.**

12.1 The Vendor shall indemnify and hold harmless the County and its agents and employees from all claims, liabilities, damages, losses, expenses and costs, including attorney’s fees, arising out of or associated with or caused by the negligence, recklessness, or intentionally wrongful conduct of the Vendor or any persons employed or utilized by the Vendor, in the performance of this Agreement. The Vendor shall, at its own expense, defend any and all such actions, suits, or proceedings which may be brought against the County in connection with the Vendor’s performance under this Agreement.

**SECTION 13. Insurance.**

13.1 The Vendor shall provide and maintain at all times during the term of this Agreement, without cost or expense to the County, such commercial (occurrence form) or comprehensive general liability, workers compensation, professional liability, and other insurance policies as detailed in Exhibit “A”. The policy limits required are to be considered minimum amounts.

13.2 The Vendor shall provide to the County a Certificate of Insurance for all policies of insurance and renewals thereof in a form acceptable to the County. Said certificates shall provide that the Nassau County Board of County Commissioners is an additional insured, and that the County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action with the exception of ten (10) days for non-payment. All insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida.

**SECTION 14. Independent Vendor Status.**

14.1 The Vendor shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute

the Vendor or any of its agents or employees to be an agent, employee or representative of the County.

14.2 The Vendor and the County agree that during the term of this Agreement: (a) the Vendor has the right to perform services for others; (b) the Vendor has the right to perform the services required by this Agreement; and (c) the Vendor has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Agreement.

**SECTION 15. Taxes, Liens, Licenses and Permits.**

*BJ* 15.1 ~~16.1~~ The Vendor recognizes that the County, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Agreement. As such, the Vendor shall refrain from including taxes in any billing. The Vendor is placed on notice that this exemption generally does not apply to nongovernmental entities, contractors, or subcontractors. Any questions regarding this tax exemption shall be addressed to the County Manager.

15.2 The Vendor shall secure and maintain all licenses and permits required to perform the services under this Agreement and to pay any and all applicable sales or use tax, or any other tax or assessment which shall be imposed or assessed by any and all governmental authorities, required under this Agreement, and to meet all federal, state, county and municipal laws, ordinances, policies and rules.

15.3 The Vendor acknowledges that property being improved that is titled to the County, shall not be subject to a lien of any kind for any reason. The Vendor shall include notice of such exemptions in any subcontracts and purchase orders issued under this Agreement.

**SECTION 16. Assignment.**

16.1 The Vendor shall not assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the County.

**SECTION 17. Compliance with Laws.**

17.1 The Vendor agrees to comply with all applicable federal, state and local laws, rules and regulations during the term of this Agreement.

**SECTION 18. Governing Law and Venue.**

18.1 This Agreement shall be interpreted and construed in accordance with the laws of the State of Florida with Venue for any action brought in Nassau County, Florida.

**SECTION 19. Severability.**

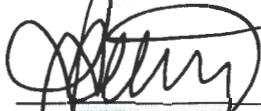


19.1 If any section, subsection, sentence, clause, phrase, or portion of this Agreement is, for any reason, held invalid, unconstitutional, or unenforceable by any Court of Competent Jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement which shall be deemed an original on the day and year last written below.

**BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY FLORIDA**

**JOHNSON CONTROLS SECURITY  
SOLUTIONS LLC**

  
By: JOHN MARTIN  
Its: Chair (or designee)

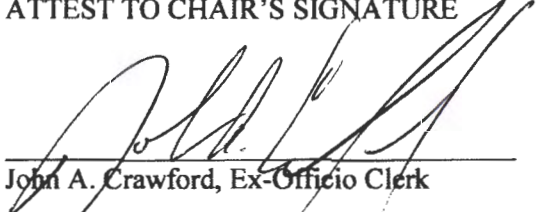
10-14-24  
Date

Brandon L. Jackson  
By: Brandon L. Jackson  
Its: Regional Vice President  
Address: 4820 Executive Park Suite 109  
Jacksonville, FL 32216

9/4/2024  
Date

ATTEST TO CHAIR'S SIGNATURE

Approved as to form by County Attorney

  
John A. Crawford, Ex-Officio Clerk  
Date: 10-14-24

Denise C. May  
Denise C. May, County Attorney  
Date: 9/16/2024

**EXHIBIT "A"**  
ORIGINAL CONTRACT WITH LEAD CONTRACTING AGENCY

030421-TIS



**Solicitation Number: RFP #030421**

**CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Tyco Integrated Fire and Security dba Johnson Controls, 2400 Skymark Avenue, Mississauga, Ontario L4W 5K5 (Vendor).

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

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

**1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires April 22, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

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

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

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

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

**B. WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship for a period of one year for Equipment and Products and ninety days for Services. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

**C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

**A. SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. **PARTICIPATION.** Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. **PUBLIC FACILITIES.** Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. **ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.



Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

**B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Vendor 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. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

**C. SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

**D. TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

**E. GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## **7. CUSTOMER SERVICE**

**A. PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be

mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

#### **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

#### **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

#### **11. LIABILITY**

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of negligence or willful misconduct in the performance of this Contract by the Vendor or its agents or employees for third-party injury or death to person(s) or property or caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Vendor will not be liable for indirect or consequential damages.

#### **12. GOVERNMENT DATA PRACTICES**

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

#### **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

##### **A. INTELLECTUAL PROPERTY**

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
  - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article.

Each party will be responsible for any breach of this Article by any of their respective sublicensees.

**3. Use; Quality Control.**

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
- c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

5. **Termination.** Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

**B. PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

**C. MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

**D. ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.



#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

#### **15. FORCE MAJEURE**

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

#### **16. SEVERABILITY**

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

#### **17. PERFORMANCE, DEFAULT, AND REMEDIES**

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

**18. INSURANCE**

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for Products-Completed operations
- \$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less

broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. 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.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor 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 Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

## **21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.



C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors 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. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**22. CANCELLATION**

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Tyco Integrated Fire and Security dba  
Johnson Controls

DocuSigned by:  
*Jeremy Schwartz*  
C0FD2A139D06480  
By: \_\_\_\_\_  
Jeremy Schwartz  
Title: Chief Procurement Officer  
4/20/2021 | 1:08 PM CDT  
Date: \_\_\_\_\_

DocuSigned by:  
**Jeff Coles**  
8EC8384F35CF4AB...  
By: \_\_\_\_\_  
Jeff Coles  
Title: Regional VP Canada  
5/27/2021 | 12:39 PM PDT  
Date: \_\_\_\_\_

Approved:

DocuSigned by:  
*Chad Coquette*  
7E42B8F817A64CC...  
By: \_\_\_\_\_  
Chad Coquette  
Title: Executive Director/CEO  
5/27/2021 | 2:41 PM CDT  
Date: \_\_\_\_\_

# RFP 030421 - Facility Security Systems, Equipment, and Software with Related Services

## Vendor Details

Company Name: Tyco Integrated Fire & Security Canada Inc.  
Address: 2400 Skymark Avenue  
Mississauga, Ontario L4W 5K5  
Contact: Grant Foster  
Email: grant.foster@jci.com  
Phone: 613-219-6782  
Fax: 905-212-4601  
HST#: 86608 6671RT0001

## Submission Details

Created On: Tuesday March 02, 2021 16:25:17  
Submitted On: Thursday March 04, 2021 12:48:12  
Submitted By: Audie Machado  
Email: audie.machado@jci.com  
Transaction #: 28b3581c-5c0f-4f07-8361-d4f9f8c30f8a  
Submitter's IP Address: 104.129.195.0

**Specifications**

**Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Tyco Integrated Fire and Security dba Johnson Controls
2	Proposer Address:	2400 Skymark Avenue, Mississauga, Ontario L4W 5K5
3	Proposer website address:	www.JohnsonControls.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jeff Coles, Regional VP Canada 2400 Skymark Avenue, Mississauga, Ontario L4W 5K5 jeff.coles@jci.com 905 747 3886
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Tom Staves, Cooperative Program Manager 705 Digital Drive, Suite N, LINTHICUM HEIGHTS, MD 21090-2267 Thomas.Staves@JCI.com 443-676-8813
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Audie Philip Machado, National Account Manager 2400 Skymark Avenue / Toronto, Ontario L4W5K5 / CANADA audie.machado@jci.com 416-884-0436

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Johnson Controls has been operating in Canada for over 50 years and over this time we have built up our capacity and capability. We are experienced, financially sound and work hard to ensure our personnel is committed to delivering the right solutions to over 100,000 customers throughout Canada.</p> <p>In February 2014 Tyco combined its SimplexGrinnell and Tyco Integrated Security operations in Canada into one integrated fire and security business, which will go to market as Tyco Integrated Fire &amp; Security. Tyco has been delivering to the security, fire, and life safety industry for years and has built a wealth of expertise, solutions, and people, process, tools, and structures to deliver CCTV products, and related installation and services globally and in Canada.</p> <p>As a combined fire and life safety business in Canada, we strive to provide end-to-end security, fire, and life safety solutions. Along with our 2,000 employees in Canada, we are established in our relationships with a wide variety of manufacturers, and, installation &amp; service third-party vendors and sub-contractors.</p> <p>This combination of internal and external resources helps our organization provide products and end-to-end solutions for intrusion detection, access control, CCTV, and fire and life safety systems and solutions. This positions our team to deliver customer requests for complex integration and standardization, within platforms, across platforms, and beyond security and fire and life safety.</p>



Core Values, Business Philosophy

Johnson Controls Values:

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 purposeful solutions that propel the world forward.

Johnson Controls has been operating in Canada for over 50 years and over this time we have built up our capacity and capability. We are experienced, financially sound and work hard to ensure our personnel is committed to delivering the right solutions to over 100,000 customers throughout Canada. Building on a strong heritage, we've combined our Installation and Services businesses in Canada. On March 28, 2015, the entity was created on the amalgamation of Tyco International of Canada Ltd. and Tyco Integrated Security Canada, Inc. This combination of our heritage resources - Tyco Integrated Security (formerly ADT commercial), SimplexGrinnell, and Intercon - positions us as a leading-edge innovation and growth company.

Products Or Services

Johnson Controls offers best-in-class technologies, products, installation, and service capabilities across building management, fire, security, sensors/controls, HVAC, industrial refrigeration, and energy storage solutions. Our offering includes total support for all fire alarm, fire detection, fire protection, integrated security, HVAC, Building Controls, healthcare communications, and sound/communications needs. Our capabilities include design, engineering development, integration, installation, project management, programming, testing, commissioning, training, warranty support, and post-warranty service. Our Technicians are highly trained and use state-of-the-art test equipment to ensure high-quality results and are trained to perform related repairs, in addition to inspections and responding to emergency maintenance requirements. Our life safety services are "Best-Value" for the following reasons:

Specialized inspection teams trained to identify and correct problems before they occur, thus preventing costly nuisance alarms and unnecessary downtime.

Experienced technicians ensure that repairs are done right and in a timely manner.

Standardized reporting and documentation.

Customized service plans to meet any customer's needs.

Our organization provides local support from our North American network of over 150 local offices in the United States and Canada. Each office functions as a "one-stop-shop" providing parts, supplies, and equipment specific to each of the clients it serves. Additionally, Johnson Controls has a Warehouse in Atlanta, Georgia. Staffed with approximately 250 full-time personnel, our team ensures orders are filled promptly. This 240,000 square foot facility stocks extensive inventories of all of the products sold by legacy Tyco International companies, including Simplex fire alarm panels and peripherals, Grinnell and ANSUL fire suppression products, SoftwareHouse, Exacq, Kantech, DSC, and American Dynamics security equipment, and all brands of Nurse Call solutions offered currently or in the past. The warehouse ships an average of over 12,000 orders a month, some 6,000 plus items each month are shipped to Johnson Controls offices.

8	What are your company's expectations in the event of an award?	<p>Tyco Integrated Fire and Security dba Johnson Controls expects to build upon our USA entity's previous contracts successes. We will be utilizing the USA-based Cooperative team to leverage their expertise and knowledge to assist us in quickly going to market.</p> <p>We are looking to re-focus personnel to expand existing local branch relations with RMA to support growth. An annual budget has been submitted to assist in the development of additional collateral and E-marketing campaigns and plans to attend local/ regional trade shows to promote our participation in the program.</p>
9	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.	<p>Tyco Integrated Fire and Security is a wholly-owned indirect subsidiary of Johnson Controls International plc, a publicly owned company listed on the New York Stock Exchange (ticker: JCI). As a wholly-owned subsidiary, Tyco Integrated Fire and Security's financial results are consolidated in the financial statements of Johnson Controls International plc. In Fiscal Year 2020, Johnson Controls saw net revenue of \$22.3 billion with positive cashflow. Johnson Controls enjoys a strong balance sheet with \$10 billion in assets against \$8.2 billion in total liabilities. Total shareholders' equity was \$17.4 billion for FY 2020. We have provided the Johnson Controls 2020 Annual Report, credit and bond ratings, letters of credit, and detailed reference letters</p>
10	What is your US market share for the solutions that you are proposing?	<p>Market share information is provided below for the Fire Products and Fire Services markets of Johnson Controls International, the parent company</p> <p>A worldwide leader in market share for Fire Services (7%). No other company has attained greater than 9% of the market share.</p> <p>America's leader in market share for Fire Services (8.3%). No other company has attained greater than 6% of the market share.</p> <p>America's leader in market share for Fire Products (12.3%). No other company has attained greater than 10.5%.</p> <p>Security Integration greater than 5% Share Of Global Market</p> <p>One of the top 6 in the Chiller market with 15% of the market share.</p> <p>One of the top 6 in the Building Automation and Controls market with 5% of the market share.</p>
11	What is your Canadian market share for the solutions that you are proposing?	<p>Market share information is provided below for the Fire Products and Fire Services markets of Johnson Controls International, the parent company</p> <p>A worldwide leader in market share for Fire Services (7%). No other company has attained greater than 6% of the market share.</p> <p>America's leader in market share for Fire Services (8.3%). No other company has attained greater than 6% of the market share.</p> <p>America's leader in market share for Fire Products (6.3%). No other company has attained greater than 5.0%.</p> <p>Security Integration greater than 5% Share Of Global Market</p> <p>One of the top 6 in the Chiller market with 15% of the market share.</p> <p>One of the top 6 in the Building Automation and Controls market with 5% of the market share.</p>
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	<p>Johnson Controls has never petitioned for bankruptcy protection.</p>



<p>13</p>	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.  a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?  b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>A - Johnson Controls is a reseller and service provider. Johnson Controls designs and manufactures integrated systems to detect intrusion, control access, and react to movement, fire, smoke, flooding, environmental conditions, industrial processes, and other hazards. In addition, Johnson Controls designs and manufactures fire detection, fire sprinkler, fire suppression, emergency communications, and nurse call systems in both new and existing facilities.</p> <p>Johnson Controls' commitment to providing high-quality life safety solutions runs as deep as our resources. As a highly recognized systems integrator, Johnson Controls has unique ties to brands such as Simplex, York, Metasys, Software House access control systems, American Dynamics, and Exacq CCTV and VMS systems. This equipment is manufactured by our sister company, Tyco Security Products. Consequently, the Johnson Controls team has factory-direct access to TSP's products, pricing, services, and support.</p>
<p>14</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 is qualified to do business in all 50 US states with over 10,000 employees. Regarding contractor &amp; business licensing, Johnson Controls Fire Protection currently operates from more than 120 offices across North America and holds over 2,300 separate required licenses related to Fire Protection &amp; Security Services.</p> <p><b>Licenses</b></p> <p>Johnson Controls is legally qualified to do business in all states in the United States and numerous foreign countries. Johnson Controls holds all necessary licenses and registrations to conduct its business.</p> <p><b>UL Certification</b></p> <p>Underwriter Lab (UL) is a safety science company that certifies, validates, tests inspect, audits advises, and trains. The requirement for UL system certification varies by area, even within the same state. The process of every aspect of a fire system, extending beyond the usual codes and standards. For example, when a fire system is installed, UL certification would involve very specific documentation and verification process: documenting each piece of equipment, ensuring that each piece bears a UL sticker and is a listed product; confirming the number and color of wires, and so on.</p> <p>Other UL certifications apply to our district or regional offices and must be renewed yearly. These address areas with a lower incidence of false alarms because systems are being installed and maintained properly. UL certification simply makes systems better for our customers and our company is audited by UL every three years to help ensure a quality program.</p> <p>Johnson Controls also has UL-certified products ranging from smoke detectors for special applications to Central Station protective signaling devices.</p> <p><b>Certifications</b></p> <p>Johnson Controls technicians are trained and certified in programs by in-house learning management trainings as well as independent, third parties. Our certifications are used as a benchmark of the people who work in life safety.</p> <p><b>NFPA Certification</b></p> <p>NFPA (National Fire Protection Association) certification puts an individual into an elite group with exceptional and extraordinarily comprehensive knowledge. NFPA's Certified Fire Protection Specialist (CFPS) program is extremely challenging and a limited number of individuals worldwide have been certified. We have NFPA-certified resources on staff, ranging from technicians to managers, who can offer their</p>

		<p>expertise to our employees company-wide.</p> <p>NFPA does not write codes or standards themselves; they facilitate all-volunteer committees of fire safety professionals who represent all aspects of the industry: enforcers such as AHJs; installers, engineers, owners, and maintenance technicians. The NFPA guides the discussions, bringing the volunteers together to review industry activity and work to reach consensus to develop codes.</p> <p>Johnson Controls Fire Protection is proud to have numerous volunteers working to improve fire safety via NICET committees. It keeps us on the cutting edge of industry changes and helps us drive improvements that better the life-safety industry. We think of safety first, always, voting for new codes even if it will require us to change our products to comply.</p> <p>NICET Certification</p> <p>Our top-quality service workforce includes over 1,700 NICET-certified technicians and that number grows every year. NICET (National Institute for Certification of Engineering Technologists) is significant in our industry. Individuals test based on their area(s) of life-safety disciplines, such as fire alarm systems, sprinkler design, sprinkler inspector, inspection and testing of water-based systems, special hazards suppression systems, water-based layout, audio systems (for low-voltage communications such as public address and sound-reinforcement systems), video security systems designer/technician (a security certification). Individuals are certified as they pass different levels of testing, with one to four levels per discipline: beginner, intermediate, advanced, and expert. Each level can involve dozens of tests.</p> <p>Our company's focus on helping our workforce train for, test, and achieve NICET certification improves our ability to safeguard your people and property. Our workforce includes NICET-certified technicians in every state where certification is required, but we also strongly recommend certification for all of our technicians. The bottom line? We have high-caliber people who take their jobs seriously and we support them during their continuous efforts to advance their skills. It's part of our commitment to always bring you the best in fire and life-safety protection.</p>
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Johnson Controls has been in business for well over 100 years and operates from about 120 offices in all North America. To the best of our knowledge and information, neither company, as a corporate entity, nor any of its branch or satellite offices have been suspended or debarred by any federal, state, provincial, or municipal public agency.

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *
16	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>Our organization participates in a wide range of activities and has been recognized in several unique areas. The following information highlights some key examples.</p> <p><b>SUSTAINABILITY AND CORPORATE SOCIAL RESPONSIBILITY</b></p> <p>2019 World's Most Ethical Company</p> <p>12 selections since 2007 (March 2020, selected for the 13th time)</p> <p>Ethisphere Magazine</p> <p>100 Best Corporate Citizens, 2019</p> <p>Transparency and social responsibility, since 2006</p> <p>Corporate Responsibility Magazine</p> <p>2019 Best Corporate Citizens</p> <p>Community involvement, environmental impact, and fair employee treatment.</p> <p>Forbes Magazine</p> <p>Change the World, 2018</p> <p>Companies that are doing well by doing good</p>

Fortune Magazine  
AAA Rating  
Environmental, social, and governance  
MSCI Socially Responsible Indices  
Carbon Clean 200  
Biggest public companies ranked by green energy revenues  
Corporate Knights and As You Sow  
Energy Star Most Efficient 2020  
Most efficient products  
Energy Star  
Environmental Leader Project of the Year  
For partnership with The University of Hawai'i (UH) Maui College  
Environmental Leader and Energy Manager Today  
Top Project Judges' Choice Award  
for its impressive strides in sustainability and renewable energy  
Environmental Leader and Energy Manager Today  
Environment + Energy Leader 100  
Terrill Laughton, VP, and GM of Energy Optimization and Connected Equipment  
Environmental Leader and Energy Manager Today  
INNOVATION  
Johnson Controls Top 100 Global Innovators, 5-time winner  
Most innovative corporations and institutions in the world, 2016, 2017, 2019, 2019, 2020  
Clarivate Analytics  
Overall IoT Company of the Year, 2020  
Top companies, technologies, and products in the global Internet of Things (IoT) market  
IoT Breakthrough  
Most Intelligent Building – Corporate Headquarters (Bee'ah's new headquarters in the UAE)  
optimize energy efficiency, make the best use of available space and help the building's occupants be more productive  
Digie Award  
QUALITY / PRODUCTS  
Our organization participates in a wide range of activities and has been recognized in several unique areas. The following information highlights some key examples.  
Humanitarian Award, 2019  
Fire Commissioner's Humanitarian Award  
Fire Department of the City of New York Foundation  
Sustainability Product of the Year

The YORK® Mission Critical Direct Evaporative Cooling Air Handling Unit in the 2019 Sustainability Awards. The awards honor those who have made sustainability an integral part of their business practice.

The Business Intelligence Group

Edison Award

Environmentally Friendly Solutions sub-category of the Energy and Sustainability award category

The Edison Awards annually honor excellence in human-centered design and innovation

Five honors in the 2019 Brandon Hall Group Human Capital Management Excellence Awards

Innovative learning solutions and sales training programs that help improve the human capital management space, achieve results and provide meaningful careers

Brandon Hall Group

YORK® YHAU CGN Absorption Chiller – Heater

use of a natural refrigerant (water) that offers zero ozone depletion and global warming potential

New Products for Engineers

2018 IW Best Plants Winner, Norman OK plant

Operational excellence

Industry Week

four 2019 World Class Briefing Awards

for its excellence in management, planning, customer experience, and measurement

Association of Briefing Program Managers

Most Intelligent Building – Corporate Headquarters (Bee'ah's new headquarters in the UAE)

Optimize energy efficiency, make the best use of available space and help the building's occupants be more productive

Digie Award

**WORKFORCE DIVERSITY**

Grady Crosby, vice president of public affairs and chief diversity officer honored with the 2019 Business Champion award

Commitment to creating a diverse and inclusive workforce

African American Chamber of Commerce

Top 50 Employers for Women Engineers, 2019

Readers of Woman Engineer were asked to name the employers for whom they would most like to work or that they believe would provide a positive working environment for women

Women Engineer

50 Best Companies for Diversity

Dec 2018

Black Enterprise Magazine

Top Employer – China, 2019

For exceptional employee conditions, nurturing and developing talent throughout all levels of the organization and striving to optimize its employment practices and to

		develop its employees Top Employers Institute, China 2019 Best of the Best for U.S. Veterans Top Veteran-Friendly Companies U.S. Veteran's Magazine 2019 Sustainability Awards and Recognition does not include most recognition bestowed to specific locations and individual employees by organizations around the world for our employees' work to build a sustainable world and does not include sustainability indices to which Johnson Controls was named. This list is representative but not exhaustive of global sustainability honors and awards.
17	What percentage of your sales are to the governmental sector in the past three years	Approximately 20% yearly.
18	What percentage of your sales are to the education sector in the past three years	Approximately 16% yearly.
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Aramark - \$2.1M Kinetic Cooperative (Canada) - New Award
20	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?	PWGSC - CCTV SO - approximately \$300K/YR PWGSC - IDACS SO - approximately \$400/YR

**Table 4: References/Testimonials**

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
City of Lethbridge	Dean Romeril	Dean.romeril@lethbridge.ca 403-330-3382
Saskatchewan Health Authority	Larry Clark	larry.clark@saskatchewanhealthauthority.ca 306-766-8634
Alberta Health Services	Ed Colbourne	Ed.Colbourne@albertahealthservices.ca 780-849-5101

**Table 5: Top Five Government or Education Customers**

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
City of Toronto Transportation	Government	ON - Ontario	Access Control	Varies by product and scope	\$365K
Town Of Vermillion	Government	AB - Alberta	Video & Access Controls	Varies by product and scope \$5-\$20K	\$110K
City of Toronto Schools	Education	ON - Ontario	Access Control	Varies by product and scope	\$250K
UBC	Education	BC - British Columbia	Access, Fire, Video	Varies by product and scope	\$1.3M
City of Vancouver	Government	BC - British Columbia	Fire, Video, Controls, ESPC	Varies by product and scope	\$6.8M

**Table 6: Ability to Sell and Deliver Service**



Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
23	Sales force.	<p>Locations Of Your Network Of Sales and service providers</p> <p>Johnson Controls owns and operates over 120 offices throughout North America. Each of these offices features a unique capability as a "one-stop" provider in their respective geographic areas. Each facility is staffed with a range of specialized employees who have many years of collective experience in the industry. We have provided a listing of office locations.</p> <p>A services organization staffed by more than 8,900 technicians, installers, and other professionals. Through this organization, Johnson Controls provides 24/7 emergency service and brings customers unrivaled knowledge and expertise in designing, engineering, installing, testing, inspecting, maintaining, servicing, and supporting security, fire detection, fire suppression, and other life safety systems.</p> <p>Our experienced employees design, develop, manufacture, distribute and service our life safety, communication, healthcare, and/or security solutions. Our team works with the appropriate individuals to ensure that our solutions meet all applicable codes and also to maximize the value to our customers. Therefore, we can work as a team to provide value-added services throughout the entire project, as well as during critical support phases post-warranty stages.</p> <p>Our local offices throughout North America are also able to provide a wide array of value-added services listed on the following pages.</p> <p>Our test and inspection, preventative maintenance, and 24/7 emergency services cover numerous life and property protection systems installed in a building - including equipment provided by other manufacturers. Our services include:</p> <ul style="list-style-type: none"> <li>• Phone Response: The local office can offer support over the telephone. Support personnel often determine if an on-site response is needed.</li> <li>• 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.</li> <li>• Dedicated Technicians SimplexGrinnell can provide dedicated full-time service technicians at the client's facility. Many SimplexGrinnell customers elect these services for large facilities and campuses.</li> </ul> <p>Project Management Capabilities</p> <p>The local Offices have experienced engineering and project management staff. These personnel provide engineering and project management to large, complex, multi-building projects. Our Project Managers have a broad range of experience with similar projects. Their responsibilities with a project include the following:</p> <ul style="list-style-type: none"> <li>• Managing system programming</li> <li>• Preparation of Operation and Maintenance manuals</li> <li>• Managing training resources and scheduling</li> <li>• Developing test protocols</li> <li>• System testing documentation</li> <li>• Maintenance of record drawings</li> <li>• Coordination and scheduling of all subcontracted labor</li> <li>• Scheduling resources</li> <li>• Status determination</li> <li>• Issue identification and resolution</li> </ul>

		<ul style="list-style-type: none"> <li>• Communication with the other personnel associated with the project.</li> </ul> <p>Johnson Controls employs over 2,000 full-time sales professionals; 750 of these individuals are focused on selling contracting work and larger projects in our managed account portfolio. The balance of our sales force is oriented to selling service contracts. Each of our 120 offices has a mix of contracting and service-oriented salespeople. The size of the market depends on the sales staff size and alignment to the market.</p>
24	Dealer network or other distribution methods.	<p>Our team has factory-direct access to a leading fire alarm, fire suppression, sprinkler, HVAC, and security products via the Johnson Controls family of products. These include:</p> <p>Metasys</p> <p>York</p> <p>Tyco</p> <p>Simplex Fire Alarm Systems</p> <p>Ansul Fire Suppression Systems</p> <p>Hygood Fire Suppression Systems</p> <p>Neuruppin Fire Extinguishers</p> <p>Pyro-Chem Fire Suppression Systems</p> <p>SKUM Foam Firefighting Products</p> <p>Grinnell Sprinkler Components</p> <p>American Dynamics CCTV Systems</p> <p>Exacq IP Video Surveillance Solutions</p> <p>DSC Security Products</p> <p>Illustra Cameras</p> <p>Proximex Physical Information Management Systems</p> <p>Software House Access Control Systems</p> <p>Kantech Access Control Solutions</p> <p>Scott Life Safety Products</p> <p>CEM Security Management Solutions</p> <p>Bentel Security and Fire Control Systems</p> <p>Visonic Wireless Alarm Systems</p> <p>EZ Care Nurse Call Products</p> <p>Sensomatic</p> <p>Executone Nurse Call Systems</p> <p>Zettler Nurse Call Systems</p> <p>We also have national agreements with today's leading life safety manufacturers to facilitate the integration of their products into our customers' life safety systems. These include, but are not limited to:</p> <p>Kidde Fire Extinguishers</p> <p>Marioff</p> <p>Aimetis</p> <p>Axis Communications</p>



BCDVideo  
Cisco  
Milestone  
Pelco  
American Signal Corporation  
Arecont Vision  
Assa Abloy DSS  
AtHoc (Desktop Alerts, System Integrations)  
Automatic Control Systems  
Code Blue  
Commend  
Cooper Notification - WAVES  
Dell  
DVTel  
Dynamlock  
Fargo  
Firetide  
FLIR (Thermal Imaging)  
HES (Strikes)  
Hewlett Packard via Burgess Computer Decisions  
HID Corp.  
Inova Solutions  
Interlogix - International Fiber Systems  
Intrinsa  
IQInvision®  
Keyscan (Canada Only)  
L1 Identity Solutions  
Mate Intelligent Video  
Middle Atlantic Products  
Milestone  
OnSSI  
Pivot 3  
S2 Security Systems  
Salient Systems  
Schneider Electric (Continuum)  
Securitron  
Sielox  
Sony

		<p>Talk-A-Phone  Tomsed  Ultra MagiCard/ Ultra Electronics  UTC Fire and Security - Facility Commander Wnx  UTC Sentrol  Vicon  VideolQ#  Winsted  Rauland  Tektone  Valcom  Versus  Vocera  Emergin  Ascom  Heritage  Lenel</p>
25	Service force.	<p>Johnson Controls owns and operates over 120 district offices across North America, instead of a dealer network. Our offices are centered around major metropolitan areas. This allows our 2,000 sales professionals to focus 100% of their attention on meeting the fire and life safety equipment and service needs of our clients and potential clients surrounding these areas.</p> <p>Johnson Controls self-performs all service work for the fire and life safety systems contemplated by this RFP. Across North America, our services organization is staffed by more than 9,000 technicians, installers, and other professionals. Through this organization, our team provides 24/7 emergency service and brings customers unrivaled knowledge and expertise in designing, engineering, installing, testing, inspecting, maintaining, servicing, and supporting fire detection, fire suppression, and other life safety systems.</p>

<p>26</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>We made this change to centralized services to improve our customer service experience. We have benchmarked ourselves against other companies and we determined that a centralized dispatching approach will help us deliver a better, more consistent service experience. The change to a centralized model will help us to better communicate with customers throughout the duration of the service request. We'll be able to better leverage technology and a standard business process to keep the customer informed. The local office will still be responsible for executing the service work with our local technicians, and in fact, will be better able to concentrate our efforts on ensuring customers receive the high-quality service they expect and deserve. All inspection-related service work will be coordinated and scheduled with the local office.</p> <p>Cooperative Communication Standards</p> <p>PREMIER</p> <p>EMERGENCY CALL System/unit is not operational and backup system/unit is not available. Life safety and property protection are non-existent or property assets are in imminent danger of significant damage.</p> <ul style="list-style-type: none"> <li>• Technician will be dispatched within 3 hours unless a different time frame is required by applicable law</li> </ul> <p>PRIORITY CALL System/unit is operational and maintenance or service work is required to maintain system/unit integrity.</p> <ul style="list-style-type: none"> <li>• Technician will be on-site within 24 hours</li> </ul> <p>THREE DAY SERVICE CALL System/unit is operational; general repair is required.</p> <ul style="list-style-type: none"> <li>• Technician will be on-site within three (3) business days</li> </ul> <p>SCHEDULED CALL System/unit is operational; planned appointment for inspection, maintenance, and/or service work.</p> <ul style="list-style-type: none"> <li>• Technician will be on-site within fourteen (14) calendar days</li> </ul> <p>ALL SERVICE RATES WILL BE BILLED ACCORDING To the Sourcewell Agreement, Local Branch Rates Less Discount</p> <p>The minimum charge for an Emergency and a Priority Call is 3 hours</p> <p>The maximum travel charge is 4 hours</p> <p>Overtime fees prevail before 7:00 AM or after 4:30 PM and double-time fees prevail on weekends and holidays</p> <p>Mileage – Standard rates apply for service calls calculated from branch to job site including truck Fees</p> <p>Contracting</p> <p>All Contracting opportunities (new equipment and installation) will be handled by the individual districts and local sales representatives who ultimately have the relationships with the NJPA clients. All quotes and pricing will be monitored by our compliance group and the National NJPA program manager to ensure 100% compliance.</p>
<p>27</p>	<p>Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.</p>	<p>Johnson Controls has sister companies available to support all geographic areas in the United States: Johnson Controls Fire Protection, Johnson Controls Security Solutions, and Johnson Controls Inc.</p>
<p>28</p>	<p>Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.</p>	<p>Tyco Integrated Fire and Security will support all geographic areas and market sectors of Canada through the proposed contract. We will be offering and promoting an awarded contract to all NJPA member segments and verticals through the proposed contract.</p>
<p>29</p>	<p>Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.</p>	<p>All geographic areas will be fully serviced.</p>

30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	All Sourcewell participating entity sectors will be fully serviced.
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Johnson Controls has sister companies available to support all geographic areas in the United States: Johnson Controls Fire Protection, Johnson Controls Security Solutions, and Johnson Controls Inc.



**Table 7: Marketing Plan**

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Our proposed Sourcewell marketing plan includes a coordinated effort between Tyco, Johnson Controls USA Cooperative Team, and Sourcewell. We will continue to market the SOURCEWELL program both internally and externally via our corporate websites. Brochures will be dispensed in both hard copy and electronic format. Our team's National Sales Manager, Mr. Tom Staves, will continue oversee the program. Mr. Staves will be responsible for driving growth. He will be assisted by the following personnel who have also been supporting Sourcewell in the past. The following sales personnel will assist with the training, promotion, and direct sales to SOURCEWELL clients:</p> <p>Ms. Mary Beth Alexander - New Hire (March 2021)</p> <p>Hayley Nitschke - Marketing</p> <p>The Sourcewell Logo will be added to tradeshow banners and promoted locally and nationally via numerous tradeshows our personnel attends throughout the year. We will continue to promote Sourcewell via our website. We will also distribute a form to clients. The form will be used to request additional information or schedule a meeting with a sales representative.</p>
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>We use a variety of electronic platforms to ensure contract awareness and to continually educate customers on life safety in general. Some current updates that are in the process include; having a strong digital component to our advertising program that includes pay-per-click advertising. Online banner advertising, e-newsletters, links to JohnsonControls.com from key websites. We continue to make significant investments in redesigning our website and implementing marketing automation software that integrates with salesforce.com.</p> <ul style="list-style-type: none"> <li>• Update our existing customer database files for known Sourcewell members</li> <li>• Continuous refresh/updates to the Internet (as stated, there will be a dedicated page to Sourcewell)</li> <li>• Conduct Emailer campaigns</li> <li>• We have launched a very successful webinar series "Learn from the Leader" that takes on a new industry-related topic once per quarter. Free for all that attend.</li> <li>• All Sourcewell customers will have access to Service Channel. A dedicated secure portal where inspection reports, will be uploaded, service calls can be placed, and can even check on the time until the technician arrives.</li> <li>• Will promote via newsletter and corporate announcement</li> </ul>
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Johnson Controls, Inc. has had tremendous success with our previous Sourcewell awards. As you see we have many of the same customers still with us under Sourcewell and have greatly expanded the program. We continue to make improvements and build upon past successes and learn from some our experiences. Affiliated companies including Johnson Controls Security Solutions, Johnson Controls Inc, Johnson Controls Canada LP, and Tyco Integrated Fire and Security have the benefit of working from procedures that have been established by Johnson Controls Fire Protection.</p> <p>Our team is driven to provide efficient public service through our national contract purchasing solutions and other related programs. We are only able to do this as we work together; creating a unified purchasing alliance that is valued by both Sourcewell Members and contracted suppliers.</p> <p>We understand our sales staff will be responsible for the majority of the marketing responsibilities for this contract. We are positioned to continue to work together to support a wide range of Sourcewell clients.</p>
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Most of our products are designed, developed, and integrated to meet specific customer needs. We can include select suppression products (fire extinguishers) and other off-the-shelf products using this ordering method.</p>

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
36	<p>Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.</p>	<p>Our team offers a variety of training programs suited to meet every aspect of the customer's needs/request. Depending upon the type of system sold, customer training is part of the original submittal. For instance, security systems are typically sold with an extensive training entre that commences upon system acceptance. Fire Alarm systems generally have operational training included with the sale of a new panel/system.</p> <p>Our team offers the following types of customer training for all types of systems Security, Fire Alarm, Sprinkler, and Suppression).</p> <p>Onsite – Operational</p> <p>Onsite – Customer Assisted Inspections</p> <p>Off-Site – Maintenance Factory Certified Training</p> <p>Most of the onsite training can be provided at minimum to no cost, though this depends on the requirements of the training syllabus. For instance, some customers require operational training to be videotaped for future reference, etc.; this would be an additional charge. All offsite training would be at an additional charge though some program attendee's only need to pay for their hotel and transportation as actual training is free. There is a variety of programs, which depends on the overall need and how much training the customer wants to receive as this ultimately determines the cost.</p>
37	<p>Describe any technological advances that your proposed products or services offer.</p>	<p>Johnson Controls is the world's largest pure-play life safety systems provider in the industry. As such, Johnson Controls is dedicated to being on the cutting-edge of today's fire and life safety technology. We recently introduced the Open Blue Platform to support our customers.</p> <p>The new services suite, available starting from October 2020, integrates touchless technology, sophisticated ventilation, and sanitization systems as well as a flexible infrastructure into digital offerings. This allows a comprehensive range of HVAC, Fire Protection, and Security services to be monitored and managed remotely throughout normal, emergency, and pandemic circumstances.</p> <p>OpenBlue is a complete suite of connected solutions that serve industries from workplaces to schools, hospitals to campuses, and more. This platform includes tailored, AI-infused service solutions such as remote diagnostics, predictive maintenance, compliance monitoring, advanced risk assessments, and more. A dynamic new space from Johnson Controls, OpenBlue is how buildings come alive.</p> <p>This Highly tailored service for 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.</p>

<p>38</p>	<p>Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.</p>	<p>At Johnson Controls, we've been dedicated to protecting the environment since our invention of the electric thermostat in 1885, which provided a fundamental shift in the energy efficiency of buildings. Now, all over the world, our products and services empower customers and communities to consume less energy and conserve resources.</p> <p>Our Objectives</p> <p>Sustainability is an integral part of our vision and values. Our environmental efforts are conducted with the following objectives in mind:</p> <ul style="list-style-type: none"> <li>• Supporting our company's growth and exceeding our customers' increasing expectations for more sustainable products and services.</li> <li>• Fostering a culture of sustainability that engages and attracts people who want to make a difference.</li> <li>• Improving our operational efficiency, including lowering costs and reducing the environmental footprint of our operations and supply chain.</li> <li>• Expanding engagement with our stakeholders on environmental issues, including leading in global partnerships that increase the scale of our sustainability impact.</li> <li>• Demonstrating our commitment from the top, including the continued integration of sustainability into company goals and decision-making.</li> </ul> <p>Our Accomplishments</p> <p>Across our organization, we seek to continuously improve in our environmental work. We're proud and fortunate to have been included in more than 40 prestigious sustainability indexes in recent years.</p> <p>2020 World's Most Ethical Company. Our 13th year in a row to be so recognized—a record only 7 companies worldwide have ever achieved.</p> <p>100 Best Corporate Citizens, 2020. We achieved the rank of #3 in our category and #18 overall among the 100 Best Corporate Citizens for 2020, for environmental, social, and governance (ESG) transparency and performance. We were up against 1000 of the biggest companies in the US to achieve this ranking.</p> <p>MSCI AAA Status. This is Morgan Stanley's sustainability index. Only 5% of companies achieve AAA.</p> <p>S&amp;P 500 ESG Index. Even at a time when companies like Walmart, Twitter, and Honeywell were dropped from the S&amp;P index, we maintained our spot. We are included in the Dow Jones Sustainability Index as well.</p> <p>Here are just some of the reasons why we've received this recognition:</p> <ul style="list-style-type: none"> <li>• From 2002 through 2017, we are proud to have reduced our energy intensity by 47 percent and our greenhouse gas intensity by 41 percent.</li> <li>• Our efforts align with the United Nations Sustainable Development Goals, a universal call to action to end poverty, protect the planet and ensure that all people enjoy peace and prosperity.</li> <li>• We always strive to do more, which is why in 2017 we adopted a new 2025 Sustainability Strategy. This strategy drives sustainability across our entire value chain by focusing on five areas: solutions, people, partnerships, performance, and governance. As part of this new strategy, we are committing to new, ambitious 2025 goals related to greenhouse gas emissions, energy, water, waste, safety, and diversity from a 2017 baseline.</li> </ul>
<p>39</p>	<p>Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.</p>	<p>We are unaware of the Certification of independent products, however, Johnson Controls uses third-party software Process Map for our Environmental, Health, and Safety Information System (EHSIS) to track environment, health, and safety data from facilities worldwide. Data are reviewed routinely by qualified personnel, including the regular use of an internal audit process to check not only data in the system but also site-level checks of original records and other aspects. At times, we engage assistance from third-party environmental, health and safety, and ISO consultants for site-specific audits. This includes using, for some sites, certified registrars to validate and certify our operations to various quality, environmental, six sigma, and safety standards, e.g., ISO 9000, ISO 14001, OHSAS 18001. Additionally, filings with environmental, health and safety, and other regulatory agencies are routinely checked internally and by the applicable regulatory agency.</p>



40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>Johnson Controls is a leader in supplier diversity. Since 1993, we have spent more than \$22 billion with certified women- and minority-owned suppliers. Globally, we have included more than 300 diverse and historically underutilized companies into more than 30 product and service procurement categories to support our customer solutions.</p> <p>Johnson Controls' supplier diversity program is successful because of accountability, training, and supplier diversity processes that extend into our customer and supplier networks. Supplier diversity is approached as a discipline that is not confined to one department, geography, or an elite group of star performers. All of the operational, commercial, and advanced supplier diversity activities are tied together with standardized processes company-wide.</p>
41	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>At Johnson Controls, our vision is a world that's "safe, comfortable, and sustainable"—and our broad set of innovative security products and services focuses on what you need to make people, facilities, and assets safe.</p> <p>Johnson Controls F leverages the world-class products and services of our affiliates, such as Ansil, Master Protection/FireMaster, Scott, York, Metasys, and Tyco Security Products. 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. Johnson Controls features a number of distinguishing competencies:</p> <ul style="list-style-type: none"> <li>• Highly reliable, technologically advanced fire, life safety, integrated security, communications, and workforce management systems and services.</li> <li>• A network of company-owned offices across North America with high-quality systems and consistent services at the local level.</li> </ul> <p>Johnson Controls Benefits Include:</p> <p>An Experienced Partner. Johnson Controls' industry expertise spans key vertical markets, including Healthcare, Higher Education, Utilities, Industrial, Manufacturing, Transportation, and Government.</p> <p>Global Resources. Johnson Controls offers local, in-market expertise with regional, national, and global support networks. These networks share resources to support our client's needs and requirements.</p> <p>Best Practices. Our organization seeks to make strategic investments that result in continuous product innovation backed by patent protection.</p> <p>Strategic Plan. Johnson Controls' business model is designed to minimize project risks, preserve our client's profits, and automate efficiencies. By doing so, we gain real-time intelligence from a single, scalable platform capable of providing integrated solutions.</p> <p>Enhanced Services Capabilities</p> <p>Johnson Controls offers a suite of advanced connected life-safety services and technologies powered by OpenBlue. This suite is combined with our technicians' extensive industry knowledge and training to help ensure improved performance and reliability, code compliance, and operational efficiency of customers' fire and life-safety systems.</p> <p>Continuous monitoring and diagnostics enabled by IoT connectivity with a cloud-based platform</p> <p>Field data acquisition enabled by non-intrusive diagnostic technologies and trending analytics</p> <p>Rapid response and issue resolution through Remote Service Support</p> <p>Predictive Diagnostics to diagnose deficiencies and extend equipment life</p> <p>Connected systems providing automatic notifications to helping prevent system failures</p> <p>24/7 monitoring and live advisory support</p> <p>Preventative maintenance for enhanced system performance and false alarm reduction</p> <p>Xaap (SaaS) solution that provides a centralized platform for building compliance data</p>

**Table 9: Warranty/Performance Standards or Guarantees**

Describe in detail your manufacturer warranty program or performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty or performance materials (if applicable) in the document upload section of your response in addition to responding to the

questions below.

Line Item	Question	Response *
42	Do your warranties cover all products, parts, and labor?	Our warranty structure is set forth to protect our clients against faulty products installed by or workmanship completed by our personnel. Our warranties cover all products, parts, and labor associated with the Johnson Controls installed or serviced system.
43	Describe any performance or service standards or guarantees that apply to your solutions (policies, metrics, KPIs, response times, up-time guarantees, etc.).	A schedule of values is provided with each proposal that provides details of the service or product being provided, outlines timelines, billing, and responsible parties. There are standard communication and response time protocols that will be outlined at the task-order level
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	There are no usage limitations in our warranty system for Johnson Controls installed or serviced systems.
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Technician travel time and mileage to perform warranty repairs are covered under our warranty program.
46	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Due to the presence of our company-owned district offices throughout North America, we are not aware of any geographic region where we cannot provide warranty repair services.
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	As indicated above, our policy states we will warranty a system installed by our technicians for a period of 1 year from the date of the customer's beneficial use. Service parts carry a 90-day warranty from the date of installation by a qualified technician. Different manufacturers may offer their own equipment warranties that cover the replacement cost of specific system components.
48	What are your proposed exchange and return programs and policies?	According to the specific terms of each client's agreement, we can exchange a faulty piece of equipment or system component under warranty for its current equivalent. Equipment that cannot be repaired, or that is part of a legacy system no longer supported, will be replaced at the client's request.
49	Describe any service contract options for the items included in your proposal.	<p>TYCO / Johnson Controls offers a suite of advanced connected life-safety services and technologies powered by OpenBlue. This suite is combined with our technicians' extensive industry knowledge and training to help ensure improved performance and reliability, code compliance, and operational efficiency of customers' fire and life-safety systems.</p> <ul style="list-style-type: none"> <li>• Rapid response and issue resolution through Remote Service Support</li> <li>• Predictive Diagnostics to diagnose deficiencies and extend equipment life</li> <li>• Connected systems providing automatic notifications to helping prevent system failures</li> <li>• 24/7 monitoring and live advisory support</li> <li>• Preventative maintenance for enhanced system performance and false alarm reduction</li> <li>• Xaap (SaaS) solution that provides a centralized platform for building compliance data</li> </ul> <p>1-5 year plans are available. We cover parts and labor for normal wear and tear. We also offer preventative maintenance plans where we proactively test systems and provide detailed status reports on findings. These can be performed monthly, quarterly, bi-annually, or annually based upon your needs.</p> <p>Johnson Controls Maintenance Plan will distinguish between hardware and software preventative maintenance. In general, computer-skilled technicians perform software preventative maintenance, and hardware preventative maintenance is performed by our Maintenance Technicians. An important part of our maintenance approach is the incorporation of the individual security system's preventative maintenance requirements as specified by the original equipment manufacturer (OEM).</p>



**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *
50	What are your payment terms (e.g., net 10, net 30)?	Payment terms are Net 30 for all invoices. For contracting sales, a schedule of values will be outlined regarding payment intervals throughout the installation process including after-warranty PSA.
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	<p>It is the intent of Johnson Controls Security Solutions to utilize Sourcewell Approved Leasing Vendor NCL for potential financing of our Sourcewell opportunities.</p> <p>Our organization offers various financial solutions in an effort to remain focused on the financing needs of its customers. Program offerings include:</p> <p>Direct Purchase</p> <p>Fair Market Value (FMV) Purchase Option</p> <p>10% Purchase Option</p>
52	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	<p>Our team's sales representatives will meet with end-user customers and will develop an estimate. The sales representative forwards the estimate to an internal compliance manager who will put together the quote for the customer in accordance with the Sourcewell pricing awarded values. This individual then sends the proposal back to the sales representative so they can provide it to their customer. Throughout the process, there will be hooks in place to monitor the entire sales cycle, from initial contact to the closing of the individual sales. A lead program will be instituted that will track all Sourcewell opportunities. Our in-place "Salesforce.com" system will be used to track the sales process and will also be able to provide status updates in real-time. Also from an IT perspective, hooks will be in place to monitor overall program compliance and ensure that proper pricing and prevailing wages are being utilized. To process a completed sale, a Purchase Order or customer signature is required. Contract Sales will be entered by our local office sales personnel and the orders will be tracked within our in place "Compass" system utilizing a Sourcewell Customer Account Identifier.</p>
53	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?	Yes, Tyco will accept Purchase and Credit Cards for payment processing at no additional cost.

**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
54	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell 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.	TYCO/Johnson Controls pricing model is a line item pricing methodology, same methodology from previously awarded contract 031517-TIS in the USA. TYCO/Johnson Controls will convert the price file using the Canadian exchange rate and will also include an uplift of 5% across all products and services.
55	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.	GSA Pricing represents a minimum discount of 20-25% from Canada local branch commercial rates.
56	Describe any quantity or volume discounts or rebate programs that you offer.	Volume discounts will be considered on a project-by-project basis. Most JCSS solutions are customized for each facility and do not qualify for volume discounts.
57	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	These items will be supplied at an NTE cost + 30%.
58	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.	The Sourcwell sell prices are what the customers pay
59	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	On installation projects, shipping is included. There are times when shipping will be added to "Box" sales but this is rare
60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	There are no additional fees outside of very remote locations that would require a considerable time and effort to reach. In these cases, additional costs would be discussed at the ordering level and billed in accordance with per diem rates.
61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	There are not any different policy policies for these locations or other remote areas. Standard policy prevails

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
62	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	



**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
63	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	TYCO / Johnson Controls uses a compliance manager to build all quotes from sales representative estimates to ensure that each proposal is compliant with the awarded contract pricing terms. Additionally, systemic oversight exists and will not allow the proposal to be generated that doesn't meet the minimum requirements. Additionally, there is a review process that happens before booking that reviews documentation, customer master setup, to ensure accuracy.
64	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	TYCO / Johnson Controls proposes a 1% administrative fee. On significant opportunities, we would like to leave open our ability to further negotiate a reduction on a case-by-case basis.

**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

Line Item	Question	Response *
-----------	----------	------------

65	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>TYCO/Johnson Controls now provides a wide spectrum of innovative products, expert installation and services, and systems integration to help improve operational and energy outcomes for customers worldwide.</p> <p><b>SECURITY</b>                  Help protect and enhance working and living environments today and tomorrow with integrated, customer-specific solutions from the world's leading security company.</p> <ul style="list-style-type: none"> <li>• 24/7 remote monitoring</li> <li>• Access control</li> <li>• Advanced video surveillance</li> <li>• Intrusion detection</li> </ul> <p><b>FIRE, LIFE-SAFETY &amp; HAZARD PROTECTION</b>                  Help keep people and assets safe with comprehensive solutions, design, installation, service and monitoring from a world leading fire and life-safety systems provider.</p> <ul style="list-style-type: none"> <li>• Fire alarm systems</li> <li>• Fire sprinkler systems</li> <li>• Fire suppression systems</li> <li>• Mass notification systems</li> <li>• Special hazard solutions</li> </ul> <p><b>BUILDING SERVICES &amp; PARTS</b>                  Tap into resources of the industry's largest service network for HVAC, security and life-safety system installation and product support. More than 12,000 technicians working out of nearly 500 local offices can provide 24x7x365 proactive monitoring, remote and on-site service and repair, and replacement parts.</p> <ul style="list-style-type: none"> <li>• Aftermarket parts</li> <li>• Building remote monitoring</li> <li>• Building system and HVAC repair</li> <li>• Planned and preventive maintenance</li> <li>• Predictive and diagnostic services</li> <li>• Security and life-safety system repair</li> </ul> <p><b>LIGHTING CONTROLS &amp; RETROFIT</b>                  Save energy, minimize costs and meet organizational goals with a range of services, from business remodels, to new construction lighting design, to municipal street lights.</p> <ul style="list-style-type: none"> <li>• Lighting retrofits</li> </ul> <p><b>BUILDING AUTOMATION SYSTEMS</b>                  Connect commercial HVAC, lighting, security and protection systems on one platform. Vital data and insights improve efficiency, productivity, and occupants' comfort and safety.</p> <ul style="list-style-type: none"> <li>• Metasys® building automation system</li> <li>• Metasys Enterprise Optimization applications</li> </ul> <p><b>RETAIL SOLUTIONS</b>                  Gain real-time insights into retail facilities, inventories, employees &amp; customers to achieve maximum business performance in a digitally driven shopping world.</p> <ul style="list-style-type: none"> <li>• Loss Prevention</li> <li>• Inventory Intelligence</li> <li>• Traffic Insights</li> </ul> <p><b>OPERATIONAL INTELLIGENCE &amp; LOSS PREVENTION</b>                  Helps minimize costs, maximize operational performance and enhance return on investment in security programs with business intelligence solutions.</p> <ul style="list-style-type: none"> <li>• Information management solutions</li> <li>• Real-time location systems (RTLS) for asset management</li> <li>• Video and traffic analytics</li> </ul> <p><b>BUILDING WIDE SYSTEMS INTEGRATION</b>                  Construct a smarter building by converging building, business/IT and specialty systems on an intelligent infrastructure. Let us streamline the process to measurably improve initial and lifecycle costs, enhance function, ensure connectivity and create an innovative, optimized, sustainable environment.</p>
----	---	--

66	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Access Control                      Electronic Access Control                      Physical Access Control                      Managed Access Control                      Hosted Access Control</p> <p>Intrusion Detection                      Mobile Security Management                      Burglar Alarm Systems and Installation                      Panic Devices and Protection Solutions                      Perimeter Protection</p> <p>Video Surveillance                      Video Monitoring Systems                      Video Surveillance Systems                      Video Analytics                      Managed Video                      Smart Elevated Skin Temperature Scanning Solution</p> <p>Cloud Solutions                      Cloud Video                      DataSource                      Mobile Security Management</p> <p>Life-safety and Communications                      Emergency Communications                      Mass Notification                      Active Shooter and Emergency Preparedness                      Healthcare Communications</p>
----	--	---

**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

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

Line Item	Category or Type	Offered *	Comments
67	Alarm, alert, and signal systems	<input checked="" type="radio"/> Yes <input type="radio"/> No	Our fire alarm control panels are the heart of a robust and scalable fire and life-safety communications system. Intelligent, configurable, and expandable, they can meet a wide range of customer and building needs. Our addressable control panels can pinpoint the source of a fire, alert, trouble, or other system event while offering a modular design and an intuitive interface—features that make them easier to install, more reliable, and easier to manage and maintain.
68	Building security automation and integration, lighting control, and occupancy detection solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	Our building automation systems are the foundations of modern building energy management efficiency. Intelligent, world-class technology systems will connect your commercial HVAC, lighting, security, and protection systems. This enables them to communicate on a single platform to deliver the information you need, allowing you to make smarter, savvier decisions while enhancing your occupants' comfort, safety, and productivity.



69	Fire detection, sprinkler and suppression systems	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Effective fire suppression is a multifaceted challenge that demands a wealth of products, systems, and knowledge. We have long been a leader in this vital element of helping to protect people and property. In fact, we invented the very first sprinkler more than a century ago and have been delivering expertise, innovations, and service to our customers ever since.</p> <p>Today, we manufacture, configure, and install an unmatched range of fire suppression systems including sprinklers and valves, extinguishers and agents, special hazards systems, related components, and fittings. We serve large, multi-site projects through a network of design centers of excellence. We provide software that helps users design and configure systems to meet their unique requirements. Fire suppression solutions from Johnson Controls can help you meet your most vital mission: safety.</p> <p>We offer fire and life safety products from a wide range of brands to meet specific customer needs globally.</p> <p>Control Panels</p> <p>Sensors and Initiating Devices</p> <p>Notification and Audio Devices</p> <p>Networks and Workstations</p> <p>Emergency Communications</p> <p>We offer fire suppression products from our broad portfolio of brands to meet specific customer needs globally.</p> <p>Fire Sprinklers</p> <p>LFP® Antifreeze</p> <p>Fire Valves and Devices</p> <p>Fire Grooved Couplings</p> <p>Water Mist Fire Protection Solutions</p> <p>Fire Sprinkler System Design and Software</p> <p>Gaseous Systems and Control Panels</p> <p>Residential Fire Sprinkler Systems</p> <p>Fire Extinguishers</p> <p>Restaurant fire suppression system</p> <p>Vehicle Systems</p> <p>Industrial Systems</p> <p>Foam, Concentrates, Hardware, and Equipment</p> <p>Hazardous Spill Control</p> <p>Autonomous Fire Suppression</p> <p>Mechanical Fittings and Supports</p> <p>Cold Storage Fire Sprinkler Systems</p>
70	Intrusion and breach prevention and detection solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Protecting your home and business is of the highest priority. Identifying potential physical threats at the earliest will contribute to safeguarding your assets, quickly alert the right authorities, and also prevent any untoward incident from even occurring. At Johnson Controls, we offer a wide range of security products, which will help you do just that. From detectors and sensors to signaling systems coupled with cutting-edge innovation-like PowerG technology—we provide holistic solutions to strengthen your security.</p> <p>Our security specialists offer a range of perimeter protection solutions to suit small businesses and large enterprises. Whether you want to better manage vehicle traffic in and out of your premises or allow clear access to authorized personnel, we offer round-the-clock protection.</p>

71	Glass and window security, armor, and ballistic applications and solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Commercial alarm solutions require an array of specialized products—from sensors and detection panels to integration and remote management tools—as well as the expertise and capabilities to integrate them into reliable, robust protection systems.</p> <p>Infrared, photoelectric, and motion sensors</p> <p>Industry-leading intrusion detection panels</p> <p>Monitored 24/7 with emergency dispatch</p> <p>Flexible integration with existing systems</p> <p>Inspections, maintenance, service, and support</p> <p>Local, state, and federal regulatory compliance</p> <p>Online management for easy arming/disarming and monitoring</p> <p>Easily integrated with video, access control, and other systems</p> <p>Alarm verification to reduce or eliminate false alarms</p>
72	Closed circuit television (CCTV), surveillance, and recording solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Cameras have always been an integral part of any monitoring system and are extensively used, now more than ever. Recognizing the potential of video surveillance to enhance security, Johnson Controls brings you integrated solutions to simplify as well as strengthen your video surveillance systems. The array of cutting-edge products provide end-to-end support—from cameras and monitors to software for easy integration; collection, analysis, and storage of data; all of which contribute to building a powerful and effective security system</p> <p>Video Management Systems</p> <p>License Plate Recognition</p> <p>Video Intelligence Analytics at the Edge</p> <p>IP Camera Features in Action</p> <p>Video Management Technologies</p> <p>Mobile Apps</p> <p>Video Management System Hardware</p> <p>Monitors</p> <p>Network Video Recorders</p> <p>Encoders</p> <p>Network and Digital Video Storage</p> <p>Video Surveillance</p> <p>IP Cameras</p>

73	Facility and parking access control solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Access control is the first line of defense when it comes to the security of your property. With a host of trusted brands in the industry, Johnson Controls offer an extensive range of products to suit establishments of any size and type. We provide comprehensive solutions for your security needs, from biometric and electronic access control hardware to the integrated software; to ensure that your security system is not only well-equipped but also capable of doing much more.</p> <p>Through our innovative access control products, we ensure businesses are well-equipped to safeguard their assets as well as uphold the safety of their staff and visitors.</p> <p>Access Control Software</p> <p>Access Control Hardware</p> <p>Hosted and Managed Security</p> <p>High Assurance Solutions</p> <p>Perimeter detection</p> <p>Integrated Solutions</p>
74	Artificial Intelligence (AI) and robotic surveillance solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>More and more, building systems are data-enabled and connected to the web. At Johnson Controls, we are partnering with customers to build smart buildings enabled by artificial intelligence and IoT (Internet of Things). OpenBlue helps enterprises put their building data to work, helping facilities managers discover insights, find efficiencies, and create other sources of value, chief among them sustainability.</p> <p>Johnson Controls is at the forefront of smart facilities with solutions that span your enterprise and offer a wealth of potential benefits. These next-generation smart buildings have unique characteristics that unlock new possibilities for how building occupants—employees and visitors, doctors and patients, or teams and fans—interact with their environment. In partnership with our customers, we are creating a self-conscious, self-healing, and occupant-driven building.</p>
75	Facial recognition and thermal screening solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>The victor and VideoEdge Facial Biometric Analytic immediately alert operators when known individuals enter an area of interest, allowing for a fast and efficient response. Add up to 1,000 faces to victor's Identity Manager, saving resources and providing a scalable facial recognition infrastructure across dozens to hundreds of NVRs. Images can be dynamically added to the database by uploading headshots or saving video still frames. Stored and indexed faces can be easily searched for across the entire enterprise and the corresponding video is displayed for forensic investigation.</p> <p>Utilize this analytic to spot or search for persons of interest such as VIPs, terminated employees, and known criminals. By integrating victor and VideoEdge Facial Biometric Analytics one can easily manage alarms and associated video for a streamlined surveillance system experience.</p> <p>Our non-invasive, contactless thermal camera is ideal for deployment at controlled entrances to areas and facilities where initial skin temperature scanning is needed for staff and visitors. Johnson Controls smart elevated skin temperature scanning solution comprises of a dual sensor, one Thermal the other Colour, camera, and a temperature calibration device known as a Blackbody.</p>
76	Training, consultative, monitoring, and administrative or technical support services, and supplies	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Johnson Controls offers several different on-site training approaches that can be customized to meet each customer's requirements. This training approach offers the following advantages:</p> <ul style="list-style-type: none"> <li>• It will facilitate a seamless installation</li> <li>• It will have residual benefits for years to come.</li> </ul> <p>Our on-site training is designed for the fire alarm system operators who will man the system's head-end equipment. The personnel who will be chosen to maintain the fire alarm system should also attend our on-site training sessions.</p> <p>Many Johnson Controls customers elect to visit the world-class training facility at corporate headquarters in Westminster, Massachusetts where they can take advantage of hands-on training on fire alarm equipment specifically designed for each respective training class. SimplexGrinnell is unique in the industry because we offer custom training courses. It is highly probable that our instructors will be the only personnel in the room with the customer's trainees. We will develop a specific course that will be presented only to each customer's employees.</p> <p>We offer courses for the customer participants who will service, program, and maintain the Johnson Controls fire alarm system. This training will allow each customer's personnel to service and maintain, and to identify, correct, and make adjustments or modifications to our</p>

system. After this training, each customer's personnel should be able to maintain, alter, troubleshoot and manage our equipment.

Online training courses are also offered through the Johnson Controls Learning Network which is Internet-accessible. Customers are provided user accounts to access these courses which can be taken multiple times each if desired.

#### Monitoring

Our ULC listed monitoring center(s) work with our install team to ensure all zones from your sites have been reported properly. Our Data entry team will make sure your call lists and specific site instructions are added before the installation taking place.

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

- The nature of the incident.
- The person or persons to be contacted.
- The procedure to follow in case of emergency.
- The location of where the call is originating
- The procedure to follow in case of emergency

Johnson Controls Holds a Patent for its Leading-Edge Telecommunications Technology

- Identification of whether a smoke detector, air duct detector, or heat detection alarm has been activated.

The Center monitors fire systems, security systems, remote CCTV systems, and elevator alarm systems, and its services are exclusively focused on the commercial, industrial and institutional markets. When alarm messages come into the Center, trained operators can respond immediately. The Center's systems provide operators with access to all pertinent information necessary to respond to emergencies, including the location and nature of the incident and a detailed listing of whom to call.

#### Technical Support

Johnson Controls has established a Corporate Service Resource Center in Westminister, Massachusetts. The SRC receives, schedules and dispatches service repair (break/fix) calls for all product lines for all Johnson Controls District offices throughout North America.

The change to a centralized model enables our organization to better communicate with our customers throughout the lifecycle of the service request. We can also leverage technology as well as standard business processes to keep customers informed to maximize their service experience. This approach is meant to enhance our current service offering and create efficiencies in our service response processes to allow for better utilization of our staff of over 8,000 technicians. The National Service Response Center also builds on other key advancements Johnson Controls is investing in. Examples include GPS technology, customer service skills training, and skills training and certification for technicians.

Our customers still have a high level of contact with each local District office and each office will still be responsible for executing the service work with local technicians. The center allows our organization to concentrate efforts on ensuring customers receive high-quality service from our organization.

#### Supplies

Each Johnson Controls technical representative is supplied with a Johnson Controls technical service vehicle, stocked with a full set of Johnson Controls supplied tools,

		<p>electrical troubleshooting meters, a repair parts inventory, laptop computer, as well as communications equipment. In the unlikely event that a Johnson Controls service technician does not have the required part in the vehicle, we maintain a supply of genuine original equipment Johnson Controls replacement parts at each district office, or overnight from our factory.</p> <p>Our local District office maintains a supply of Johnson Controls fire alarm system parts. This supply will ensure system repairs will be accomplished in a timely manner. If we do not have the required part in stock at our District office, we can draw from other Johnson Controls district offices.</p> <p>Our office also has unequaled access to spare parts and equipment from Global Products, Building Technologies &amp; Solutions, the manufacturer of the proposed Johnson Controls systems. Global Products and Johnson Controls Service offices are both owned and operated by our parent company, Johnson Controls International. Johnson Controls operates a state-of-the-art warehouse facility in the Atlanta, Georgia area. This warehouse supplies key products to Johnson Controls offices and distributes products worldwide. Staffed with approximately 250 full-time personnel, this team ensures orders are filled promptly.</p>
--	--	--

**Table 15: Industry Specific Questions**

Line Item	Question	Response *
77	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	TYCO/Johnson Controls has established KPI's for evaluating the performance of our Cooperative Program. These internal metrics are comprised of data from both sales and finance. For example, one key metric that we utilize is the number of sales representatives that have an active Sourcewell proposal in the Salesforce pipeline.
78	Describe any safeguards included in your proposed solutions that protect participating entities' sensitive information.	<p>Our approach to addressing these modern cybersecurity threats is comprehensive. In the presentation we will explain the elements which comprise our approach; each element of the program plays an important role in minimizing risk. At Johnson Controls we must continuously evolve our cybersecurity practices as cybersecurity is continuously evolving.</p> <p>Johnson Controls' Product Security Program builds on the holistic methodology which has been the principle mindset that guided our cybersecurity practices. Preserving all the elements of the initial program, the enhanced program applies the holistic methodology to the three main lifecycle phases of our products (which we will go over in more detail later on in this presentation). By focusing on the development, deployment, and support lifecycle phases we offer:</p> <ol style="list-style-type: none"> <li>1. Securely developed products</li> <li>2. Secure deployment services</li> <li>3. and Rapid incident response</li> </ol>



<p>79</p>	<p>Explain your organization's approach to cyber security as it relates to your proposed solutions.</p>	<p>At Johnson Controls our approach to cyber protection is aimed at providing peace of mind to our customers. Our Higher level of Commitment helps to calm their concerns by replacing fear with pragmatic solutions and cyber-resilient systems that provide a range of capabilities to complement their diverse security needs. Our holistic cyber mindset begins at the initial design concept, continues through development, and supported through deployment, and includes a rapid incident response to meet the comprehensive and evolving cybersecurity environment. We provide and support cyber-resilient systems with a range of capabilities to complement the diverse security needs of our customers.</p> <p>Having engineering teams trained in cybersecurity has given Johnson Control an advantage in developing products that consider cybersecurity within its core design. Our certified cybersecurity experts work to validate designs using the latest recognized industry standards and practices.</p> <p>Our cybersecurity experts have certification including, but limited to, Certified Information Systems Security Professional, Certified Secure Software Lifecycle Professional, Certified Cloud Security Professional, and Certified Ethical Hacker. We believe that expert-driven cybersecurity designs provide the forethought required to reduce cybersecurity risk.</p> <p>The holistic design of the Product Security Program results in many benefits which can be linked to a specific element of the program. A few of these benefits include:</p> <p>The policy-driven team assures that cybersecurity is not an afterthought.</p> <p>The secure development practices result in product designs that are more cyber-resilient</p> <p>Cybersecurity testing discovers and addresses critical vulnerability before release</p> <p>Education on cybersecurity empowers customers to approach cyber risks pragmatically</p> <p>Our rapid incident response assesses new threats and vulnerabilities and advises customers on how to reduce their cybersecurity risk in a timely manner.</p>
-----------	---	---



80	Describe how emerging technologies are or will be incorporated in your proposed solutions.	<p>OpenBlue is a complete suite of connected solutions that deliver impactful sustainability, new occupant experiences, and respectful safety and security that combines our 135 years of building expertise with cutting-edge technology. It also features a suite of tailored, AI-powered service solutions such as remote diagnostics, predictive maintenance, compliance monitoring, advanced risk assessments, and more.</p> <p>Different security events demand different responses from SOC teams; some have life-safety consequences. Too often, standard response instructions in paper-based SOP documents are at best time consuming to reference and at worst — often outdated. OpenBlue Active Responder is an all-in-one procedure administration solution that digitizes static standard operating procedures in a cloud portal application for SOC Teams to follow each of the dynamic steps of the SOP as a series of actionable instructions.</p> <p>Unidentified threats may have life-safety consequences or significantly disrupt the enterprise. Without the ability to quickly distinguish key threats from insignificant events, security analysts have no hope of responding effectively to security events and effectively mitigating potential damage. Facing an ever-changing threat landscape, Security Professionals are asked to monitor and report on the organizations' ability to meet the preparedness and response requirements to key threats and risks. OpenBlue Risk Insight helps quantify threat impact using asset risk score, so you can report on asset risk over periods of time as part of your ongoing risk management practices.</p> <p>Modern physical security solutions live in the cloud and they bring all the typical benefits associated with any digital transformation— centralized management, scalable solutions, access to tools that require powerful processing, and reduction in costs. Today, thousands of businesses and organizations trust OpenBlue Cloudvue to simplify surveillance, streamline access control, and provide powerful intelligence that improves security operations and helps with organizational efficiency.</p>
----	--	--

<p>81</p>	<p>Explain how your organization has adapted to provide effective service during the ongoing COVID-19 pandemic.</p>	<p>The Johnson Controls' corporate vision states, "Our products, services, and workplaces reflect our belief that what is good for the environment and the safety and health of all people is good for Johnson Controls." In support of this vision, our regional management teams are strongly committed to providing a safe work environment for all employees. The philosophy and objectives behind this commitment are:</p> <p>The safety and health of all employees and the environment is a top priority that is critical to the success of the business.</p> <p>The only acceptable level of safety performance prevents employee injury and accidents.</p> <p>Safety is the responsibility of every employee, equal to customer satisfaction, quality, profitability, and efficiency.</p> <p>Every day, our goal is to foster an injury-free workplace. All employees receive extensive safety training starting with new hire orientation and continuing with regularly scheduled safety talks, job hazard analysis, and pre-task planning. Our comprehensive 600-plus-page safety program is detailed, documented, and available in electronic format for all of our employees. We also abide by national, state, and local safety codes, as well as those established by the university.</p> <p>In keeping with our Zero Harm vision, we have instituted new measures to prevent the spreading of COVID-19 virus at workplace and construction-sites and are requiring our subcontractors to adhere to these measures as well.</p> <p>We have implemented guidance for all employees on the preventative actions they can take to minimize the risk of infection (handwashing, respiratory hygiene, and cough etiquette to avoid transmission of a contagious virus, etc.).</p> <p>We have increased the frequency of cleaning and sanitization activities at our facilities and customer sites.</p> <p>We have restricted all non-critical air travel, international and domestic, for our employees.</p> <p>Business Continuity Planning Teams have been activated regionally and are proactively monitoring regional changes regarding COVID-19. Escalation plans have been put in place to protect our customers, employees, and subcontractors as part of our standard business continuity plans and ensure appropriate precautionary measures are being taken.</p> <p>Persons who have potentially been exposed, regardless of where or how, are requested to report so immediately, and we have provided subsequent guidance to all of our leaders, Human Resource teams, and employees on the process. Control measures to prevent further spreading will include, as appropriate: thorough worksite disinfection, preventive quarantining, and notification of all internal and external contacts (including recent customer contacts).</p>
-----------	---	--

DocuSign Envelope ID: 670B3FEF-4A7C-4ACB-B629-78034340D377

**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.

## Proposer's Affidavit

### **PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  - a. 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>;
  - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or



c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jeff Coles, Regional VP Canada , Tyco Integrated Fire and Security dba Johnson Controls

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes  No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum_8_Facility_Security_RFP_030421</b> Thu February 25 2021 04:41 PM	<input checked="" type="checkbox"/>	4
<b>Addendum_7_Facility_Security_RFP_030421</b> Wed February 24 2021 01:48 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_6_Facility_Security_RFP_030421</b> Thu February 18 2021 12:56 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_5_Facility_Security_RFP_030421</b> Wed February 10 2021 04:31 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_4_Facility_Security_RFP_030421</b> Thu February 4 2021 03:25 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_3_Facility_Security_RFP_030421</b> Tue February 2 2021 02:17 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_2_Facility_Security_RFP_030421</b> Thu January 28 2021 01:03 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_Facility_Security_RFP_030421</b> Tue January 19 2021 12:31 PM	<input checked="" type="checkbox"/>	1



**SOURCEWELL  
STATE OF MINNESOTA**

Member Kircher moved the adoption of the following Resolution:

**RESOLUTION TO APPROVE SOLICITATION AND/OR RE-SOLICITATION OF CATEGORIES**

**Resolution No. 2020-29**

**WHEREAS**, Sourcewell desires to issue a solicitation, and is seeking permission from the Board to issue a solicitation, for the categories listed on Appendix A, which is attached and incorporated.

**WHEREAS**, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell's cooperative purchasing and contracting program; and

**WHEREAS**, the Chief Procurement Officer recommends approval of categories detailed above.

**NOW THEREFORE BE IT RESOLVED** that the Board of Directors hereby approves the solicitation of categories.

The motion for the adoption of the foregoing resolution was duly seconded by Member Thiel and the following voted in favor: Mike Wilson, Greg Zylka, Scott Veronen, Sara Nagel, Sharon Thiel, Ryan Thomas, Linda Arts, and Chris Kircher.

and the following voted against: NONE

whereupon said resolution was declared duly passed and adopted.

ATTEST:

  
Clerk to the Board of Directors



APPENDIX A

**SOURCEWELL PROCUREMENT DEPARTMENT  
BOARD ITEMS -November 2020**

**CONSENT AGENDA ITEMS**

**Requesting Board permission to Solicit the following categories:**


**Requesting Board permission to Re-Solicit the following categories:**

Aftermarket Parts & Accessories for Light, Medium, and Heavy Vehicles with Related Supplies & Services
Facility Security Systems, Equipment, and Services with Related Components, Software and Supplies
Multi-Function Copiers, Printers, and Equipment Applicable to Scanned Data Management and Image Duplication

**NEW CONTRACTS**

Doosan Industrial Vehicle	091520-DIV	"Forklifts and Lift Trucks with Related Services"
Hyundai Construction Equipment	091520-HCE	"Forklifts and Lift Trucks with Related Services"
Mitsubishi Caterpillar Forklift America	091520-MCF	"Forklifts and Lift Trucks with Related Services"
Phoenix Business, Inc.	090320-PNX	"Public Sector and Education Administration Software Solutions with Related Services"
Dude Solutions	090320-SDI	"Public Sector and Education Administration Software Solutions with Related Services"
eSolutionsGroup, Limited	090320-ESL	"Public Sector and Education Administration Software Solutions with Related Services"
Hyland Software	090320-HYL	"Public Sector and Education Administration Software Solutions with Related Services"
Konica Minolta	090320-KON	"Public Sector and Education Administration Software Solutions with Related Services"
PowerSchool Group	090320-POW	"Public Sector and Education Administration Software Solutions with Related Services"
Tyler Technologies	090320-TTI	"Public Sector and Education Administration Software Solutions with Related Services"

**5th YEAR RENEWALS (CONTRACT EXTENSIONS)**

Lightspeed Technologies	111616-LTI	"Classroom Audio Technology Equipment with Related Accessories, Services and Supplies"
LilyPad EV	051017-LPE	"Electric Vehicle Supply Equipment and Related Services"
Zeco Systems dba Greenlots	051017-ZSI	"Electric Vehicle Supply Equipment and Related Services"
Landscape Structures	030117-LSI	"Recreation and Playground Equipment, Accessories and Supplies"
PlayPower	030117-LTS	"Recreation and Playground Equipment, Accessories and Supplies"
Spohn Ranch	030117-SRI	"Recreation and Playground Equipment, Accessories and Supplies"
ReCollect Systems	041217-RCS	"Solid Waste and Recycling Collection and Transport Equipment with Related Equipment, Supplies and Accessories"
Quadiant, Inc.	041917-NPI	"Mailing and Postage Equipment with Related Software, Accessories, Services and Supplies"

**NEW ezIQC CONTRACTS**

Company Name	Contract Number	State - Region - Type of Work
The Matthews Group, Inc.	WA-DC-GC01-100120-TMG	General Construction
Centennial Contractors Enterprises	WA-DC-GC02-100120-CCE	General Construction
S-Works Construction Corporation	WA-DC-GC03-100120-SWC	General Construction
Vigil Contracting, Inc.	WA-DC-GC04-100120-VGL	General Construction
HITT Contracting	WA-DC-GC05-100120-HCI	General Construction
F.H. Paschen	WA-DC-GC06-100120-FHP	General Construction
Vigil Contracting, Inc.	WA-DC-M01-100120-VGL	Mechanical HVAC Construction
Adrian L. Merton Inc.	WA-DC-M02-100120-ALM	Mechanical HVAC Construction
Paige Industrial Services, Inc	WA-DC-M03-100120-PAI	Mechanical HVAC Construction
Vigil Contracting, Inc.	WA-DC-E01-100120-VGL	Electrical Construction
Paige Industrial Services, Inc	WA-DC-E02-100120-PAI	Electrical Construction
-	No Contract Awarded	Electrical Construction
Vigil Contracting, Inc.	WA-DC-P01-100120-VGL	Plumbing Construction
Adrian L. Merton Inc.	WA-DC-P02-100120-ALM	Plumbing Construction
Paige Industrial Services, Inc	WA-DC-P03-100120-PAI	Plumbing Construction

**ezIQC RENEWALS**

Platinum Roofing, Inc	KS-W-R01-111319-PLR	
-----------------------	---------------------	--

APPENDIX A Continued

Straub Construction Company, Inc.	KS-E-GC01-111319-STC	
BKM Construction LLC	KS-E-GC02-111319-BKM	
MTS Contracting, Inc	KS-E-GC03-111319-MTS	
Platinum Roofing, Inc	KS-E-R01-111319-PLR	
RoofConnect Logistics, Inc	KS-E-R02-111319-RCL	
BKM Construction LLC	KS-W-GC01-111319-BKM	
RoofConnect Logistics, Inc	KS-W-R02-111319-RCL	
Julius Kaaz Construction Company, Inc.	MO-KC-GC01-111319-JKC	
BKM Construction LLC	MO-KC-GC02-111319-BKM	
MTS Contracting, Inc	MO-KC-GC03-111319-MTS	
Straub Construction Company, Inc.	MO-KC-GC04-111319-STC	
Julius Kaaz Construction Company, Inc.	MO-KC-P01-111319-JKC	
Platinum Roofing, Inc	MO-KC-R01-111319-PLR	
RoofConnect Logistics, Inc	MO-KC-R02-111319-RCL	



**SOURCEWELL  
STATE OF MINNESOTA**



Member Thiel moved the adoption of the following Resolution:

**RESOLUTION TO RATIFY COOPERATIVE CONTRACTING AWARDS**

**Resolution No. 2021-12**

**WHEREAS**, the Sourcewell Board of Directors previously authorized the solicitations for the cooperative categories listed on Appendix A, which is attached and incorporated; and

**WHEREAS**, Sourcewell issued the cooperative contracting solicitations for the authorized categories; and

**WHEREAS**, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell's cooperative purchasing and contracting program and to award all competitively solicited contracts, without limitation; and

**WHEREAS**, the Chief Procurement Officer made the awards listed based on the results of the competitive solicitation process; and

**WHEREAS**, the Board acknowledges that the awards made by the Chief Procurement Officer are valid and binding; however, based upon some members' legal requirements the Chief Procurement Official is required to seek subsequent Board ratification of all cooperative purchasing awards.

**NOW THEREFORE BE IT RESOLVED** by the Board of Directors ratifies the cooperative contracting awards made by the Chief Procurement Officer listed on Appendix A.

The motion for the adoption of the foregoing resolution was duly seconded by Member Zylka and the following voted in favor: (list names here)

Wilson, Zylka, Veronen, Nagel, Thomas, Thiel, Arts & Kircher

and the following voted against: (list names here or "NONE")

None

whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSigned by:

*Sara Nagel*

CP62P05P6R7C185

Clerk to the Board of Directors

APPENDIX A

**SOURCEWELL PROCUREMENT DEPARTMENT**  
**BOARD ITEMS - May 2021**

CONSENT AGENDA ITEMS

Requesting Board permission to Solicit the following categories:


Requesting Board permission to Re-Solicit the following categories:

Tires and Related Equipment, Supplies, and Services
Restrooms and Related Solutions
Roadway Construction Equipment

**NEW CONTRACTS**

Supplier Name	Contract Number	Solicitation Title
Epson America, Inc.	030321-EP5	"Copiers, Printers, and Multi-Function Devices with Related Supplies, Accessories and Services"
HP, Inc.	030321-HPC	"Copiers, Printers, and Multi-Function Devices with Related Supplies, Accessories and Services"
Konica Minolta Business Solutions USA, Inc.	030321-KON	"Copiers, Printers, and Multi-Function Devices with Related Supplies, Accessories and Services"
Ricoh USA, Inc.	030321-RCH	"Copiers, Printers, and Multi-Function Devices with Related Supplies, Accessories and Services"
Sharp Electronics Corporation	030321-SEC	"Copiers, Printers, and Multi-Function Devices with Related Supplies, Accessories and Services"
Toshiba America Business Solutions, Inc.	030321-TOS	"Copiers, Printers, and Multi-Function Devices with Related Supplies, Accessories and Services"
Xerox Corporation	030321-XOX	"Copiers, Printers, and Multi-Function Devices with Related Supplies, Accessories and Services"
Convergent Technologies, LLC	030421-CTL	"Facility Security Systems, Equipment, and Software with Related Services"
Johnson Controls Fire Protection, LP	030421-JHN	"Facility Security Systems, Equipment, and Software with Related Services"
Siemens Industry, Inc.	030421-SIE	"Facility Security Systems, Equipment, and Software with Related Services"
Stanley Convergent Security Solutions, Tyco Integrated Fire and Security dba Johnson Controls	030421-SCS	"Facility Security Systems, Equipment, and Software with Related Services"
	030421-TIS	"Facility Security Systems, Equipment, and Software with Related Services"
Ariens Company	031121-ACO	"Grounds Maintenance Equipment, Attachments, and Accessories with Related Services"
Bobcat Company	031121-CEC	"Grounds Maintenance Equipment, Attachments, and Accessories with Related Services"
Cub Cadet	031121-MTD	"Grounds Maintenance Equipment, Attachments, and Accessories with Related Services"
Deere & Company	031121-DAC	"Grounds Maintenance Equipment, Attachments, and Accessories with Related Services"
Generac Power Systems	031121-GNR	"Grounds Maintenance Equipment, Attachments, and Accessories with Related Services"
Husqvarna Professional Products	031121-HSQ	"Grounds Maintenance Equipment, Attachments, and Accessories with Related Services"
Hustler Turf Equipment Inc.	031121-THE	"Grounds Maintenance Equipment, Attachments, and Accessories with Related Services"
Kubota Tractor Corporation	031121-KBA	"Grounds Maintenance Equipment, Attachments, and Accessories with Related Services"
Old Dominion Brush Company	031121-ODB	"Grounds Maintenance Equipment, Attachments, and Accessories with Related Services"
Scag Power Equipment Inc.	031121-SCG	"Grounds Maintenance Equipment, Attachments, and Accessories with Related Services"
The Toro Company	031121-TTC	"Grounds Maintenance Equipment, Attachments, and Accessories with Related Services"
Woods Equipment Company	031121-WDE	"Grounds Maintenance Equipment, Attachments, and Accessories with Related Services"
Morbark, LLC	031721-MBI	"Tree Maintenance Equipment, Attachments and Accessories"
Vermeer Corporation	031721-VRM	"Tree Maintenance Equipment, Attachments and Accessories"



<b>CONTRACT EXTENSIONS</b>		
<b>Supplier Name</b>	<b>Contract Number</b>	<b>Solicitation Title</b>
Carrier Corporation	030817-CAR	"HVAC Systems, Installation and Service with Related Products and Supplies"
Crafco, Inc.	052417-CFC	"Roadway Maintenance Equipment with Related Accessories, Attachments, Materials and Supplies"
<b>NEW eziQC CONTRACTS</b>		
<b>Company Name</b>	<b>Contract Number</b>	<b>State - Region - Type of Work</b>
<b>eziQC RENEWALS</b>		
<b>Company Name</b>	<b>Contract Number</b>	
Brown & Root	GA-A01-040820-KBR	
Greene & Burdette Property Management, LLC	GA-A02-040820-GBP	
HITT Contracting, Inc.	GA-A03-040820-HCI	
Striker Contracting, LLC	GA-A04-040820-SCL	
Crown Retail Services, Inc.	GA-A05-040820-CRS	
Albion Scaccia Enterprises, LLC	GA-A06-040820-ALB	
Paryani Construction	GA-A07-040820-PAR	
HCR Construction, Inc.	GA-A08-040820-HCR	
Lichty Commercial Construction, Inc.	GA-A09-040820-LIY	
Place Services, Inc.	GA-A10-040820-PLA	
Greene & Burdette Property Management, LLC	GA-B02-040820-GBP	
Crown Retail Services, Inc.	GA-B03-040820-CRS	
HITT Contracting, Inc.	GA-B04-040820-HCI	
Albion Scaccia Enterprises, LLC	GA-B05-040820-ALB	
Centennial Contractors Enterprises, Inc.	GA-B06-040820-CCE	
Darsey Construction, LLC	GA-B07-040820-DAR	
Place Services, Inc.	GA-B08-040820-PLA	
Ujamaa Construction	GA-B10-040820-UJA	
Darsey Constructionm LLC	GA-C01-040820-DAR	
Greene & Burdette Property Management, LLC	GA-C02-040820-GBP	
Albion Scaccia Enterprises, LLC	GA-C03-040820-ALB	
HITT Contracting, Inc.	GA-C04-040820-HCI	
Place Services, Inc.	GA-C05-040820-PLA	
Centennial Contractors Enterprises, Inc.	GA-C06-040820-CCE	
Engineering Design Technologies, Inc.	GA-C07-040820-EDT	
Ujamaa Construction	GA-C08-040820-UJA	
Jewel of the South	GA-C10-040820-JOS	
Darsey Constructionm LLC	GA-D02-040820-DAR	
Greene & Burdette Property	GA-D03-040820-GBP	
Lynn Construction Contracting, Inc.	GA-D04-040820-LYN	
Albion Scaccia Enterprises, LLC	GA-D05-040820-ALB	
HITT Contracting, Inc.	GA-D06-040820-HCI	
Place Services, Inc.	GA-D07-040820-PLA	
Centennial Contractors Enterprises, Inc.	GA-D08-040820-CCE	
Engineering Design Technologies, Inc.	GA-D09-040820-EDT	
Ujamaa Construction	GA-D10-040820-UJA	
F.H. Paschen, S.N. Nielsen & Associates,	GA-ST01-040820-FHP	
Prime Contractors, Inc.	GA-ST02-040820-PCI	
JOC Construction	GA-ST03-040820-LRI	
Bayne Development Group	GA-ST04-040820-BDG	
Huper Optik USA, LP	GA-ST05-040820-HOP	
Ward Humphrey, Inc.	GA-ST06-040820-WHI	
Johnson-Laux Construction, LLC	GA-ST07-040820-JLC	
Osprey Management, LLC	GA-ST08-040820-OML	
Astra Construction Services, LLC	GA-ST09-040820-ACS	
Rubio and Son Interiors, Inc.	GA-ST10-040820-RSI	
LEE Construction Group, Inc.	FL-NEA-GC01-041019-LCI	



FHP Tectonics Corp.	FL-NEA-GC02-041019-FTC	
Epic Construction, Inc.	FL-NEA-GC03-041019-ECI	
Johnson-Laux Construction, LLC	FL-NEA-GC04-041019-JLC	
Charles Perry Partners, Inc.	FL-NEA-GC05-041019-CPP	
Astra Construction Services, LLC	FL-NEA-GC06-041019-ACS	
David Mancini & Sons, Inc.	FL-NEA-GC07-041019-DMS	
Lanzo Construction Co., Florida	FL-NEA-P01-041019-LCC	
Advanced Roofing, Inc.	FL-NEA-R01-041019-ADR	
EnviroWaste Services Group, Inc.	FL-NEA-UG1-041019-EWS	
Southern Underground Industries, Inc.	FL-NEA-UG2-041019-SUI	
LEE Construction Group, Inc.	FL-NWA-GC01-041019-LCI	
Astra Construction Services, LLC	FL-NWA-GC02-041019-ACS	
Johnson-Laux Construction, LLC	FL-NWA-GC03-041019-JLC	
OmniCon Corp	FL-NWA-GC04-041019-OMN	
Lanzo Construction Co., Florida	FL-NWA-P01-041019-LCC	
EnviroWaste Services Group, Inc.	FL-NWA-UG1-041019-EWS	
Southern Underground Industries, Inc.	FL-NWA-UG2-041019-SUI	
Advanced Roofing, Inc.	FL-NWA-R01-041019-ADR	
Harbour Construction, Inc.	FL-SEA-GC01-041019-HBC	
Shiff Construction & Development, Inc.	FL-SEA-GC02-041019-SCD	
d2 Construction, Inc.	FL-SEA-GC03-041019-DTC	
Team Contracting, Inc.	FL-SEA-GC04-041019-TCI	
BDI Construction Company	FL-SEA-GC05-041019-BDI	
Danz Contracting, LLC	FL-SEA-GC06-041019-DCL	
LEE Construction Group, Inc.	FL-SEA-GC07-041019-LCI	
FHP Tectonics Corp.	FL-SEA-GC08-041019-FTC	
Metro Express, Inc.	FL-SEA-P01-041019-MEI	
Lanzo Construction Co., Florida	FL-SEA-P02-041019-LCC	
Advanced Roofing, Inc.	FL-SEA-R01-041019-ADR	
EnviroWaste Services Group, Inc.	FL-SEA-UG1-041019-EWS	
Metro Express, Inc.	FL-SEA-UG2-041019-MEI	
BDI Construction Company	FL-WCA-GC01-041019-BDI	
LEE Construction Group, Inc.	FL-WCA-GC02-041019-LCI	
Epic Construction, Inc.	FL-WCA-GC03-041019-ECI	
Johnson-Laux Construction, LLC	FL-WCA-GC04-041019-JLC	
Charles Perry Partners, Inc.	FL-WCA-GC05-041019-CPP	
Caladesi Construction Co.	FL-WCA-GC06-041019-CAL	
Astra Construction Services, LLC	FL-WCA-GC07-041019-ACS	
Shiff Construction & Development, Inc.	FL-WCA-GC08-041019-SCD	
Caladesi Construction Co.	FL-WCA-P01-041019-CAL	
Lanzo Construction Co., Florida	FL-WCA-P02-041019-LCC	
Advanced Roofing, Inc.	FL-WCA-R01-041019-ADR	
EnviroWaste Services Group, Inc.	FL-WCA-UG1-041019-EWS	
Southern Underground Industries, Inc.	FL-WCA-UG2-041019-SUI	
<b>enIQC CONTRACT EXTENSIONS</b>		
<b>Company Name</b>	<b>Contract Number</b>	



**Johnson Controls Security Solutions  
Sourcewell Contract #030421-TIS – Facility Security Systems**

Service	Discount Type	Discount
Contracting: Security & Fire Products, installation, including subcontractors, project management and CAD Services from design to Start-up	Discount from List Price	List Price less 15%
Installation Labor	Discount off local branch rates	Local branch labor rates less 10%
Non-Johnson Controls Security & Fire Protection Products. Includes subcontracts and lifts	Discount from List Price	List Price less 15%
Miscellaneous parts	Discount from List Price	List Price less 15%
All Sub-contractor Parts and/or Labor	Discount from List Price	List Price less 15%
Digital/Cloud Solutions – Subscriptions	Discount from local branch pricing	List Price less 5%
Monitoring	Discount from local branch pricing	List Price less 10%
Service Labor & Parts for Preventative Service Agreement (PSA) Customers	Discount from local branch labor rates	Enhanced = 5% discount Expert & Optimum = 10% discount
Preventative Service Agreements (PSA)	Discount from local branch PSA pricing tool	Enhanced = 5% discount Expert & Optimum = 10% discount
Service Labor that requires Prevailing Wage	No Discount	No Discount
Inspection Services requiring Prevailing Wage	No Discount	No Discount

**Pricing Notes:**

1. All labor rates are based upon standard hours.
2. Overtime rates (afterhours, Saturday, Sunday): 1.5 x standard labor rates
3. Overtime rates (Holidays): 2 x standard labor rates
4. Per diem rates: Based upon location and job role to be provided
5. Minimum charge of 4 hours for all overtime work
6. Local branch published labor rates may be updated at the discretion of each local branch
7. Standard mileage charge applies; Environmental Fee \$45.00. (Applied to Service Calls)

**Not to exceed pricing:** The above discounts are not to exceed pricing and can be adjusted lower but cannot exceed the pricing above for those projects purchased under the agreement. Customer must indicate on the purchase order their intent to use the Sourcewell Agreement #030421-TIS.

**\*\*\*All List Prices and local branch labor rates include General Requirements**

# EXHIBIT "B"

## Vendor's Quote

JCI  
 8/16/2024  
 NASSAU County Courthouse  
 SOURCEWELL

030421-TIS

Item	Qty	Device#	Description	List Price	Discount Type	Discount Amount	Sourcewell Price	Net Selling Price
1	LOT	Regular Labor	Regular Labor	\$110,760.52	Standing Branch labor less 10%	\$10,953.76	\$98,563.88	\$89,302.98
2	LOT	9P23AC6581	23/Apr SOL CAT6 CMP BLUE 1K BX7106368L	\$7,867.43	List Price less 15%	\$1,180.11	\$6,687.32	\$6,344.78
3	21	EVIP-01	EXACQ Vision Camera License	\$6,067.33	List Price less 15%	\$910.10	\$5,157.23	\$4,893.07
4	80	IP504-D12-0104	Illustra Pro Gen4 4MP MiniDome, 2.7-13.5mm, In/Out, IP67, IK10, TDN w/IR	\$121,440.46	List Price less 15%	\$18,216.07	\$103,224.39	\$97,937.03
5	20	02634-001	P3737-PIE PANORAMIC 4X 5MP 20FPS, 360 IR ILLUM. IP66/67 H.264 & H.265	\$53,233.01	List Price less 15%	\$7,984.95	\$45,248.06	\$42,930.36
6	4	02113-001	M4216 LV MINI DOME W/BUILT-IN IR ILLUMINATION 3-6 MM LENS MAX 30 FPS W/WDR	\$3,252.41	List Price less 15%	\$487.86	\$2,764.55	\$2,622.94
7	4	NV-EC1701PLS-XKIT	1701+ EXTENDER KIT (EOC/UTP) 1 1701+ BASE, 1 1701+ LINK (50 WATTS), 1	\$5,243.04	List Price less 15%	\$786.46	\$4,456.58	\$4,228.31
8	4	IP5MDWALL3	ILLUSTR PRO 3 SERIES WALL MOUNT KIT INDOOR/OUTDOOR WHITE	\$549.09	List Price less 15%	\$82.36	\$466.73	\$442.82
9	5	01513-001	T94N01D PENDANT KIT FOR P3717-1.5" NPS THREAD, WALL MOUNT	\$775.55	List Price less 15%	\$116.33	\$659.22	\$625.45
10	1	5504-821	T91D61 WALL MOUNT, AL WH W/ 1.5" NPS THREAD FOR FIXED DOME PENDANT KITS	\$155.11	List Price less 15%	\$23.27	\$131.84	\$125.09
11	1	5017-641	Corner Bracket, Mounting AXIS T91A61 Wall Bracket on External Corner	\$139.44	List Price less 15%	\$20.92	\$118.52	\$112.46
12	2	01473-001	AXIS T91B67 POLE MOUNT 65-165M	\$341.55	List Price less 15%	\$51.23	\$290.32	\$275.45
13	2	21764	Required Housing for 24V AC Outside Power Supply Unit #5000-001 Wall and Pole Mount	\$149.48	List Price less 15%	\$22.42	\$127.06	\$120.55
14	2	02110-001	TQ6501-E PARAPET MOUNT OUTDOOR-READY	\$686.22	List Price less 15%	\$102.93	\$583.29	\$553.41
15	15	5801-641	T8061 ETHERNET SURGE PROTECTOR IP66	\$2,561.65	List Price less 15%	\$384.25	\$2,177.40	\$2,065.87

16	4	PS48VDC.38A US	48 VOITS D.C @ 380MA. PLUGS DIRECTLY INTO WALL OUTLETS. COMPATIBLE WITH UL PLUGS	\$167.49	List Price less 15%	\$25.12	\$142.37	\$135.07
17	4	M/E-PSW-FX-025C-NA	Fiber to Ethernet module	\$977.03	List Price less 15%	\$146.55	\$830.48	\$787.93
18	2	07172-004	MIDSPAN, POE, SINGLE PORT, IEEE 802.3AT, TYPE 2 CLASS 4 PRODUCT	\$247.55	List Price less 15%	\$37.13	\$210.42	\$199.64
19	2	M5	UBIQUITI ANTENNAS	\$780.09	List Price less 15%	\$117.01	\$663.08	\$629.11
20	5	962851	49 INCH TV MONITOR	\$30,124.40	List Price less 15%	\$4,518.66	\$25,605.74	\$24,294.16
21	2	10273394	27 INCH MONITOR	\$1,437.58	List Price less 15%	\$215.64	\$1,221.94	\$1,159.35
22	3	11F-TG240G	24 Port POE+ GiG Switch	\$2,477.46	List Price less 15%	\$371.62	\$2,105.84	\$1,997.98
23	6	11F-TG182	18 Port POE+ GiG Switch	\$3,280.02	List Price less 15%	\$492.00	\$2,788.02	\$2,645.21
24	1	B9MZCP/DELL COMPUTER.	OptiPlex Viewing Station	\$2,907.82	List Price less 15%	\$436.17	\$2,471.65	\$2,345.04
25	2	IP08-72T-R2XW	Exacq 72TB X series Server	\$82,116.73	List Price less 15%	\$12,317.51	\$69,799.22	\$66,223.97
26	2	210-AMRP/DELL COMPUTER.	Precision 7920 Tower	\$13,827.25	List Price less 15%	\$2,074.09	\$11,753.16	\$11,151.14
27	1	Miscellaneous Hardware	Miscellaneous Hardware	\$1,903.27	List Price less 15%	\$285.49	\$1,617.78	\$1,534.94

Estimated Total - Material	\$342,708.46
Estimated Total - Labor	\$110,760.52
Estimated Total - Other	\$0.00
Estimated Total Installation Charge	\$453,468.98
*Estimated Total - Sales Tax	\$0.00
Estimated Total	\$453,468.98

\$291,329.25	\$276,381.13
\$98,583.88	\$89,302.98
\$0.00	\$0.00
\$389,913.13	\$365,684.11
\$0.00	\$0.00
\$389,913.13	\$365,684.11