

Request for Legislative Action

Res. #21003

Sponsor: Jalen Anderson

Date: July 11, 2022

Completed by County Counselor's Office

Action Requested:	Resolution	Res.Ord No.:	21003
Sponsor(s):	Jalen Anderson	Legislature Meeting Date:	7/11/2022

Introduction

Action Items: ['Award']

Project/Title:

Awarding a Thirty-Four (34) Month Term and Supply Contract for the furnishing of Fire Suppression System Services for use by Public Works to Johnson Controls of Staples, MN under the Terms and Conditions of the Sourcewell Contract No. 030421-JHN. Contract No. 030421-JHN was made effective June 30, 2022 with the initial term ending on April 30, 2025.

Request Summary

Public Works requires a Term and Supply Contract for the furnishing of Fire Suppression System Services. This Term and Supply contract will be used to provide software and hardware maintenance and repair for the fire suppression systems in multiple County locations. The requested term of thirty-four months will run concurrently with the Sourcewell contract. Public Works estimates to spend \$250,000.00 annually.

The request to have a Thirty-Four (34) Month term will allow the Purchasing Department to have the Jackson County contract terms run concurrent with the Sourcewell contract terms which will also allow the County to provide the continuous services necessary to keep the County Department fire suppression systems properly functioning during this time.

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.

Per Chapter 1030.4 - Fixed Price Contractual Documents- Competitive bidding shall not be required when the items purchased are the subject of existing and current federal, state, or local government fixed price contractual documents, if the prices quoted in those documents are more advantageous to the County than local market prices for like items. Before a purchase is made pursuant to this subsection which has a purchase price in excess of twenty-five thousand dollars (\$25,000,) the Director of Finance and Purchasing shall submit the purchase to the County Legislature for approval and the purchase shall only be effective upon legislative approval. In the recommendation to the Legislature, the director shall set out the reason for decision not to seek competitive bids.

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Contact Information			
Department:	Public Works	Submitted Date:	6/9/2022
Name:	Courtney L. Jester	Email:	CJester@jacksongov.org
Title:	Administrative Supervisor	Phone:	816-881-4418

Budget Information			
Amount authorized by this legislation this fiscal year:			\$ 0
Amount previously authorized this fiscal year:			\$ 0
Total amount authorized after this legislative action:			\$
Is it transferring fund?			No
Single Source Funding:			
Fund:	Department:	Line Item Account:	Amount:
			!Unexpected End of Formula

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
Prior Resolution	
Resolution:	Resolution date:
19934	July 30, 2018

Purchasing	
Does this RLA include the purchase or lease of supplies, materials, equipment or services?	Yes
Chapter 10 Justification:	Fixed Price Contract
Core 4 Tax Clearance Completed:	Yes
Certificate of Foreign Corporation Received:	Yes
Have all required attachments been included in this RLA?	Yes

Compliance
Certificate of Compliance
In Compliance
Minority, Women and Veteran Owned Business Program
Goals Not Applicable for following reason: Contract is with another government agency

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MBE: .00%	
WBE: .00%	
VBE: .00%	
Prevailing Wage	
Approval of a Term and Supply contract which may include construction project(s) over \$75000	

Fiscal Information	
<ul style="list-style-type: none">This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.	

Request for Legislative Action

Submitted by Public Works requestor: Courtney L. Jester on 6/9/2022. Comments:

Approved by Department Approver Brian Gaddie on 6/9/2022 4:45:40 PM. Comments:

Returned for more information by Purchasing Office Approver Barbara J. Casamento on 6/10/2022 9:46:34 AM. Comments: Please use Chapter 10 justification in Request Summary
Dates requested do not match the contract expiration dates
Justification for 44 month contract needs to be stronger

Submitted by Requestor Courtney L. Jester on 6/13/2022 10:00:13 AM. Comments:

Approved by Department Approver Brian Gaddie on 6/13/2022 3:35:19 PM. Comments:

Returned for more information by Purchasing Office Approver Barbara J. Casamento on 6/14/2022 9:17:48 AM. Comments: 1030.2 is incorrect; the correct reference is 1030.4 please change;
your timeline is still incorrect - from 6/30/22 to 4/30/25 is 34 months - if the contract expires in 4/2025
you cannot have a 12 month extension

Submitted by Requestor Courtney L. Jester on 6/14/2022 10:38:20 AM. Comments:

Approved by Department Approver Brian Gaddie on 6/16/2022 2:28:47 PM. Comments:

Returned for more information by Purchasing Office Approver Barbara J. Casamento on 6/16/2022 2:50:29 PM. Comments: Please correct the first line under Project/Title

Submitted by Requestor Courtney L. Jester on 6/21/2022 7:33:06 AM. Comments:

Approved by Department Approver Brian Gaddie on 6/27/2022 10:20:45 AM. Comments:

Returned for more information by Purchasing Office Approver Barbara J. Casamento on 6/28/2022 9:29:44 AM. Comments: Please add annual spend amount

Submitted by Requestor Courtney L. Jester on 6/28/2022 1:11:54 PM. Comments:

Approved by Department Approver Brian Gaddie on 6/28/2022 1:44:22 PM. Comments:

July 7, 2022

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Approved by Purchasing Office Approver Barbara J. Casamento on 6/29/2022 8:28:56 AM. Comments:

Approved by Compliance Office Approver Katie M. Bartle on 6/29/2022 9:22:25 AM. Comments:



JACKSON COUNTY Facilities Management Division

Jackson County Courthouse
415 East 12th Street, Third Floor Mezzanine
Kansas City, Missouri 64106
jacksongov.org

(816) 881-3258
Fax: (816) 881-3583

MEMORANDUM

From: Rick Gerla, Facilities Management Administrator

To: Katelyn Edger, Buyer, Purchasing Department

Date: May 3, 2022

Subject: Fire Suppression Systems Services – Johnson Controls Fire Protection

Katelyn,

This memorandum is being prepared and submitted in response to your request for feedback regarding the above contract being awarded by Jackson County for Fire Suppression Systems Services on a Term and Supply basis.

The Facilities Division would like to recommend moving forward with Johnson Controls Fire Protection, a vendor who has provided Jackson County with previously bid and awarded Sourcewell Service PSA Pricing. Johnson Controls has worked on many projects and completed many inspections for the Facilities Management Division, always having a great resolution to our needs. We would like to continue this relationship with them as they are well verse with all of our buildings and systems. Annual spend will be around \$75,000.00.

Thank you,

A handwritten signature in blue ink that reads "R Gerla".

Rick Gerla
Facilities Management Administrator
816.881.3748 (desk)
816.217.9310 (mobile)



Solicitation Number: RFP #030421

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Johnson Controls Fire Protection LP, 6600 Congress Ave., Boca Raton, FL 33487-1213 (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 Sourcwell 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, Sourcwell 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 Sourcwell 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 Sourcwell 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

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

Sourcwell

Johnson Controls Fire Protection LP

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 4/20/2021 | 1:07 PM CDT

DocuSigned by:
Tracy Long
17A8A69F65B84E6...
By: _____
Tracy Long
Title: VP & GM Fire BSNA
Date: 4/30/2021 | 5:25 PM CDT

Approved:

DocuSigned by:
Chad Coquette
7E42B8F817A64CC...
By: _____
Chad Coquette
Title: Executive Director/CEO
Date: 4/30/2021 | 5:36 PM CDT

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 and agreed to regarding payment intervals throughout the installation process.
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 Fire Protection LP to utilize Sourcwell Approved Leasing Vendor NCL for potential financing of our Sourcwell 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 Sourcwell 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 Sourcwell participating entities' purchase orders.	<p>Our team's sales representatives will meet with end-user customers and will develop a quotation. 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 Sourcwell 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.</p> <p>In order 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 "CPQ" system utilizing a Sourcwell Customer Account Classification Code. All service contracts will be handled by our cooperative centralization team.</p>
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	<p>Yes, customers can pay invoices through our online payment system. There is no additional cost to Sourcwell members for using this system. For security purposes, our organization does not accept credit card numbers over the phone. We request customers pay through the online payment portal.</p> <p>https://www.simplexgrinnellpayonline.com/. Payment can also be made online via the Customer Portal.</p>

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 Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Johnson Controls Fire Protection proposes to utilize line item pricing based upon sales of the previous year's top 50 Commercial Customers' sales per product family. Pricing for these line items is based upon the selling price. This analysis is performed annually, of the Top 50 Customers, the top and bottom 12.5% are dropped leaving 75% for computing the average for all contracting-related quotes. Johnson Controls Fire Protection proposes to keep the margins the same as in the current 031517-SGL award for (Contracting) New Systems and installation</p> <p>Sprinkler margin = 23.4 Electrical margin = 32.0</p> <p>In-house Contracting labor will be based on NTE labor rates established within each of our local areas. Services will use a discount off of the local branch list sell price for PSAs, replacement service parts, and Labor Outside purchase products and labor will be Cost Plus.</p> <p>NOTE: JCFP would like to provide Sourcewell with notice that it is our intention to potentially be able to modify our pricing to a discount off of list methodology once our new quoting tool is 100% deployed and evaluated for compliance purposes. This methodology would align with our standard commercial sales practices.</p>
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.	<p>We will provide Sourcewell clients with a discount that is 10% from that of local branch rates.</p> <p>Product pricing is based on our top 50 customers as stated previously. Local branch sales personnel need management approval to obtain rates equal to.</p>
56	Describe any quantity or volume discounts or rebate programs that you offer.	<p>Volume discounts will be considered on a project-by-project basis. Most JCFP solutions are customized for each facility and do not qualify for volume discounts.</p>
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.	<p>Services For any non-standard offering, our team will quote using negotiated Sourcewell approved hourly labor rates and will be offered on a fixed price basis. For Outside Purchase products and labor, we will utilize an NTE 30% markup over invoiced cost.</p> <p>Contracting For any non-standard offering that does not have an associated line item price, we will provide at the approved current 031517-SGL Sourcewell margins: Sprinkler margin = 23.4 Electrical margin = 32.0</p>
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.	<p>We offer turnkey pricing that includes all costs. Everything included in the costs is documented in the contract.</p>
59	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	<p>Freight and Shipping charges are included in the Sourcewell line item pricing. There might be additional charges for specialty products such as 300 lbs Suppression tanks, or 55 Gal AFFF foam. If there is such a fee it will be clearly stated upfront to the customer.</p>
60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>There typically will not be any additional fee unless locations are extremely remote (such as fly-in) these charges would be outlined in advance to the customer and charged at applicable per diem rates.</p>

61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	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, both Johnson Controls Fire Protection and TycoIFS have access to the Tyco 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 by Tyco. The warehouse ships an average of over 12,000 orders a month, some 6,000 plus items each month are shipped to Johnson Controls Fire Protection and TycoIFS offices.
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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.	Under our multi-customer initiative branch level agreements now need to be approved by domain pricing managers if they could apply to multiple customers. This will ensure the pricing integrity of our multi-customer agreements in which Cooperative Agreements are part of. Pricing for this submission follows the same awarded pricing methodology for Products and Installation. Service is transitioning to a Discount off of list.

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.	Johnson Controls Fire Protection has a rigorous self-audit program that is built into our CPQ quoting tool and supporting financial systems. As soon as a sales representative identifies an opportunity as Sourcewell the CPQ proposal tool provides systemic oversight and will not allow the proposal to be generated that doesn't meet the minimum requirements. Additionally, there is a review process that happens prior to 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.)	Johnson Controls Fire Protection proposes a 1% administrative fee. On large 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.	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.

HVAC EQUIPMENT

Draw on the most comprehensive HVAC portfolio for commercial and residential buildings of all types, ages, and sizes to enhance sustainability, energy use, and the indoor environment.

- Chillers—air-cooled; water-cooled; connected
- Condensers and condensing units
- Dedicated outdoor air systems (DOAS)
- Duct-free mini-split systems
- Indoor packaged equipment
- Rooftop units
- Variable refrigerant flow (VRF) systems

CONTROLS

Equip facilities with intelligent HVAC controls to keep occupants comfortable, run equipment efficiently and optimize operating budgets.

- Actuators
- Control panels
- Control sensors
- Current sensors and transducers
- Thermostats
- Valves
- Variable speed drives

SECURITY

Help protect and enhance working and living environments today and tomorrow with integrated, customer-specific solutions from the world's leading security company.

- 24/7 remote monitoring
- Access control
- Advanced video surveillance
- Intrusion detection

FIRE, LIFE-SAFETY & HAZARD PROTECTION

Help keep people and assets safe with comprehensive solutions, design, installation, service, and monitoring from a world-leading fire and life-safety systems provider.

- Fire alarm systems
- Fire sprinkler systems
- Fire suppression systems
- Mass notification systems
- Special hazard solutions

OPTIMIZATION & RETROFIT SERVICES

Make the most of existing building and financial assets through cost-effective upgrades, central plant strategies, and financing solutions.

- Central chiller plant optimization
- Clean energy assessments

- Energy performance contracts
- Energy retrofits
- Equipment financing
- Healthcare environment optimization
- Public/private partnerships
- Technology refresh services
- Turnkey upgrades and retrofits

BUILDING SERVICES & PARTS

Tap into resources of the industry's largest service network for HVAC, security and life-safety system installation, and product support. More than 12,000 technicians working out of nearly 500 local offices can provide 24x7x365 proactive monitoring, remote and on-site service and repair, and replacement parts.

- Aftermarket parts
- Building remote monitoring
- Building system and HVAC repair
- Planned and preventive maintenance
- Predictive and diagnostic services
- Security and life-safety system repair

LIGHTING CONTROLS & RETROFIT

Save energy, minimize costs and meet organizational goals with a range of services, from business remodels, to new construction lighting design, to municipal street lights.

- Lighting retrofits
- Street and roadway lighting
- Turn-key lighting upgrades

BUILDING AUTOMATION SYSTEMS

Connect commercial HVAC, lighting, security, and protection systems on one platform. Vital data and insights improve efficiency, productivity, and occupants' comfort and safety.

- Metasys® building automation system
- Metasys Enterprise Optimization applications

ENERGY STORAGE

Rely on our innovative distributed energy storage products to better manage energy use, cut costs and ensure electrical back-up for a building, campus or enterprise.

- In-building distributed energy storage system
- Modular distributed energy storage system

RETAIL SOLUTIONS

Gain real-time insights into retail facilities inventories, employees & customers to achieve maximum business performance in a digitally-driven shopping world.

- Loss Prevention
- Inventory Intelligence
- Traffic Insights

		<p>AIR SYSTEMS</p> <p>Use efficient airflow building-wide to create healthy, comfortable, and visually appealing environments that increase work productivity and occupant satisfaction.</p> <ul style="list-style-type: none"> • Air handling units • Air measuring • Chilled beams • Dampers • EcoAdvance™ HVAC load reduction (HLR) module • Energy recovery ventilators • Fan and blower • Fans • Filtration • Grilles and diffusers • heating coils and cooling coils • Louvers • Underfloor air distribution • Unit ventilators • Variable air volume (VAV) terminals • Variable speed drives <p>OPERATIONAL INTELLIGENCE & LOSS PREVENTION</p> <p>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"> • Information management solutions • Real-time location systems (RTLS) for asset management • Video and traffic analytics <p>BUILDING WIDE SYSTEMS INTEGRATION</p> <p>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>Kitchen Hoods High Expansion Foam AFFF Air Paks Lighting Systems Smart Systems</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
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67	Alarm, alert, and signal systems	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>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.</p>
68	Building security automation and integration, lighting control, and occupancy detection solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>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.</p>
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 an 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 the 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 alerts 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"> • It will facilitate a seamless installation • It will have residual benefits for years to come. <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 Westminister, 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. At the completion of 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 in properly. Our Data entry team will make sure your call lists and specific site instructions are added prior to 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 are able to respond immediately. The Center's systems provide operators with access to all pertinent information necessary to respond to emergency situations, 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 are able to 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 & 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>	
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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.	Johnson Controls has established KPI's for evaluating the performance of our Cooperative Program. These internal metrics are comprised of data from both sales and finance. For example, one key metric that we utilize is the number of sales representatives that have an active Sourcewell proposal in the Sales Force pipeline.
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"> 1. Securely developed products 2. Secure deployment services 3. and Rapid incident response

79	<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 customer on how to reduce their cybersecurity risk in a timely manner.</p>
80	<p>Describe how emerging technologies are or will be incorporated in your proposed solutions.</p>	<p>OpenBlue is a complete suite of connected solutions that delivers 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 organization's 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 while at 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>
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