

TIPS VENDOR AGREEMENT (JOC) PART 2 ONLY

Between Johnson Controls, Inc. and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS),
a Department of Texas Education Service Center Region 8 for

TIPS RCSP 210204 Fire, Firearm, and Active Shooter Safety and Security Solutions PART 2 ONLY

General Information

The Vendor Agreement (“Agreement”) made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as “TIPS” respectfully) a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This Agreement consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

The Vendor Agreement shall include and incorporate by reference this Agreement, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation as posted, including any addenda and the awarded vendor’s proposal. Once signed, if an awarded vendor’s proposal varies or is unclear in any way from the TIPS Agreement, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor’s proposals, task orders, purchase orders and any adjustments which have been issued. If deviations are submitted to TIPS by the proposing vendor as provided by and within the solicitation process, this Agreement may be amended to incorporate any agreed deviations.

The following pages will constitute the Agreement between the successful vendors(s) and TIPS. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS, they will be incorporated into the final Agreement.

A Purchase Order, Agreement or Contract is the TIPS Member’s approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed to between the vendor and TIPS Member should be added as addenda to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addenda possible.

Terms and Conditions

Conflicts with RS Means Unit Price Book

If the terms of the solicitation referenced RS Means Unit Price Book occur, the RS Means Book shall control if it determines the legality of the solicitation award as it relates to the requisite Means Unit Price Book.

Freight

All quotes to members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge" or "\$0" or other similar indication. Otherwise, all shipping, freight or delivery charges shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member unless alternative shipping terms are agreed by TIPS as a result of the proposal award.

Warranty Conditions

All new supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be legally permitted to sell, or an authorized dealer, distributor or manufacturer for all products offered for sale to TIPS Members. All equipment proposed shall be new unless clearly stated in writing.

Customer Support

The Vendor shall provide timely and accurate customer support for orders to TIPS Members as agreed by the Parties. Vendors shall respond to such requests within a commercially reasonable time after receipt of the request. If support and/or training is a line item sold or packaged with a sale, support shall be as agreed with the TIPS Member.

Agreements

Agreements for purchase will normally be put into effect by means of a contract, agreement or purchase order(s) executed by authorized agents of the participating government entities.

Davis Bacon Act

Davis Bacon Act requirements will be met when Federal Funds are used for construction and/or repair of buildings or as otherwise required by applicable statute or regulation.

Other Wage Rates

Other wage rates may be required by some TIPS Members and acceptance of a project by the Vendor may require the Vendor to comply with the TIPS Member's required wage rate.

Tax exempt status

Most TIPS Members are tax exempt and the related laws of the jurisdiction of the TIPS Member shall apply.

Assignments of Agreements

No assignment of Agreement may be made without the prior written approval of TIPS. Payment for delivered goods and services can only be made to the awarded Vendor, Vendor designated reseller or vendor assigned company.

Disclosures

- Vendor and TIPS affirm that he/she, or any authorized employees or agents, has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan,

gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.

- Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with the TIPS program.
- The Vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

Term of Agreement and Renewals

The Agreement with TIPS is for approximately two (2) years with an option for renewal extension for an additional two (2) consecutive one (1) year terms. The first renewal extension year shall be automatic unless the awarded vendor notifies TIPS of its objection to the first additional one (1) year renewal extension. If TIPS offers the second one (1) year renewal extension terms, the vendor will be notified by email to the primary contact of the awarded Vendor and shall be deemed accepted by the Vendor unless the awarded vendor notifies TIPS of its objection to the additional term. TIPS may or may not exercise the available extension(s) provided in the original solicitation beyond the base term. Whether or not to offer the renewal extension years is at the sole discretion of TIPS.

“Start Date” for Term Calculation Purposes Only: Regardless of actual award/effective date of Contract, for Agreement “term” calculation purposes only, the Agreement “start date” is the last day of the month that Award Notifications are anticipated as published in the Solicitation.

Example: *If the anticipated award date published in the Solicitation is May 22, 2020 but extended negotiations delay award until June 27, the end date of the resulting initial “two-year” term Agreement, (which is subject to an extension(s)) will still be May 31, 2022.*

“Termination Date”: The scheduled Agreement “termination date” shall be the last day of the month of the month of the Original Solicitation’s Anticipated Award Date plus two years.

Example: *If the original term is approximately two years, and the solicitation provides an anticipated award date of May 22, 2020, the expiration date of the original two-year term shall be May 31, 2022.*

Extensions: Any extensions of the original term shall begin on the next day after the day the original term expires.

Example Following the Previous Example: *If TIPS offers a one-year extension, the expiration of the extended term shall be May 31, 2023.*

TIPS may offer to extend Vendor Agreements to the fullest extent the original Solicitation permits.

Total term of Agreement can be up to the number of years provided in the solicitation or as limited by statute.

Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.

No Agreement for goods or services with a TIPS Member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated in an

Agreement by the vendor with the TIPS Member shall only be valid and enforceable when the vendor receives written confirmation by purchase order, executed Agreement or other written instruction issued by the TIPS Member for any renewal period. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. This term is not negotiable and any Agreement between a TIPS Member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms is rendered void and unenforceable.

Shipments

The Vendor shall ship, deliver or provide ordered products or services within a commercially reasonable time after the receipt of the order from the TIPS Member. If a delay in said delivery is anticipated, the Vendor shall notify TIPS Member as to why delivery is delayed and shall provide an estimated time for completion of the order. TIPS or the requesting entity may cancel the order if estimated delivery time is not acceptable or not as agreed by the parties.

Invoices

The awarded Vendor shall submit invoices or payment requests to the TIPS Member participating entity clearly stating "Per TIPS Agreement # xxxxxx." Each invoice or pay request shall include the TIPS Member's purchase order number or other identifying designation as provided in the order or contract by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request.

Pricing

Price increases will be honored according to the terms of the solicitation. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase, except any price changes related to the, then current, RS Means Unit Price Book is valid. Price of a specific Job Order Contract proposal to a TIPS Member shall not change within 60 days of date of proposal as a result of an updated RS Means Unit Price Book unless agreed by the TIPS Member. All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to customer. Failure to render the participation fee to TIPS shall constitute a breach of this agreement and shall be grounds for termination of this agreement and any other agreement held with TIPS.

Participation Fees and Reporting of Sales to TIPS by Vendor

The Participation Fee that was published as part of the Solicitation and the fee published is the legally effective fee, along with any fee conditions stated in the Solicitation. Collection of the fees by TIPS is required under Texas Government Code §791.011 Et seq. Fees are due on all TIPS purchases reported by either Vendor or Member. Fees are due to TIPS upon payment by the Member to the Vendor, Reseller or Vendor Assigned Dealer. Vendor, Reseller or Vendor Assigned Dealer agrees that the participation fee is due to TIPS for all Agreement sales immediately upon receipt of payment including partial payment, from the Member Entity and must be paid to TIPS at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently, or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS. Thus, when an awarded Vendor, Reseller or Vendor Assigned Dealer receives any amount of payment, even partial payment, for a TIPS sale, the legally effective fee for that amount is immediately due to TIPS from the Vendor and fees due to TIPS should be paid at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently.

Reporting of Sales to TIPS by Vendor

Vendor is required to report all sales under the TIPS contract to TIPS. When a public entity initiates a purchase with a TIPS Awarded Vendor, if the Member inquires verbally or in writing whether the Vendor holds a TIPS

Contract, it is the duty of the Vendor to verify whether or not the Member is seeking a TIPS purchase. Once verified, the Vendor must include the TIPS Contract number on any communications and related sales documents exchanged with the TIPS Member entity. To report sales, the Vendor must login to the TIPS Vendor Portal online at https://www.tips-usa.com/vendors_form.cfm and click on the PO's and Payments tab. Pages 3-7 of the [Vendor Portal User Guide](#) will walk you through the process of reporting sales to TIPS. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS. Failure to render the participation fee to TIPS shall constitute a breach of this agreement with our parent governmental entity, Texas Education Service Center Region 8, as established by the Texas legislature and shall be grounds for termination of this agreement and any other agreement held with TIPS and possible legal action. Any overpayment of participation fees to TIPS by a Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. It is the Vendor's responsibility to identify which sales are TIPS Agreement sales and pay the correct participation fee due for TIPS Agreement sales. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date of overpayment will be non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline to notify if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect the fees due. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

The Vendor agrees to indemnify, defend and hold harmless TIPS, TIPS Member(s), officers and employees for all damages, losses and expenses with respect to any third-party claims against the Customer for personal injury, including death, or tangible property damage, but only to the extent such damages, losses and expenses are caused by the negligent acts or willful misconduct of Johnson Controls its employees, agents, subcontractors, licensees, or invitees in fulfilling its obligations under this Agreement. Per Texas Education Code §44.032(f), reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation. **NO LIMITATION OF LIABILITY FOR DAMAGES OR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED TO BY TIPS/ESC REGION 8.**

State of Texas Franchise Tax

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS or TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time.

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a purchase order or contract modification occurs, TIPS is to be notified within five (5) business days of receipt of change order.

Termination for Convenience of TIPS Agreement Only

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty (30) days

prior written notice. Termination for convenience is conditionally required under Federal Regulations 2 CFR part 200 if the customer is using federal funds for the procurement. All purchase orders presented to the Vendor, but not fulfilled by the Vendor, by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded Vendor may terminate the agreement with ninety (90) days prior written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686. The vendor will be paid for goods and services delivered prior to the termination provided that the goods and services were delivered in accordance with the terms and conditions of the terminated agreement. This termination clause does not affect the sales agreements executed by the Vendor and the TIPS Member customer pursuant to this agreement. TIPS Members may negotiate a termination for convenience clause that meets the needs of the transaction based on applicable factors, such as funding sources or other needs.

TIPS Member Purchasing Procedures

Usually, purchase orders or their equal are issued by participating TIPS Member to the awarded vendor and should indicate on the order that the purchase is per the applicable TIPS Agreement Number. Orders are typically emailed to TIPS at tipspo@tips-usa.com.

- Awarded Vendor delivers goods/services directly to the participating member.
- Awarded Vendor invoices the participating TIPS Member directly.
- Awarded Vendor receives payment directly from the participating member.
- Fees are due to TIPS upon payment by the Member to the Vendor. Vendor agrees to pay the participation fee to TIPS for all Agreement sales upon receipt of payment including partial payment, from the Member Entity or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS.

Form of Agreement and Reporting

If a vendor submitting an offer requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal to the TIPS Member. TIPS does not require a review a TIPS Member's Job Order contract TYPE AIA or other similar Contract provided by the TIPS Member. This clause does not relieve the Vendor from the responsibility to report the contract execution and the amount of the contract and any change orders.

Licenses

Awarded Vendor shall maintain, in current status, all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded Vendor. Awarded Vendor shall remain reasonably fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the Agreement. TIPS and TIPS Members reserves the right to stop work and/or cancel an order or terminate this or any other sales Agreement of any awarded Vendor whose license(s) required for performance under this Agreement have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.

Novation

If awarded Vendor sells or transfers all assets, rights or the entire portion of the assets or rights required to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor. TIPS will consider Contract Assignments on a case by case basis. TIPS must be notified within five (5) business days of the transfer of assets or rights.

Site Requirements (when applicable to service or job)

Cleanup: Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member. Upon completion of work, the premises shall be left in good repair and an orderly,

neat, clean and unobstructed condition.

Preparation: Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present. Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion. Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety measures: Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking

Persons working under Agreement shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

Marketing

Awarded vendor agrees to allow TIPS to use their name and logo within website, marketing materials and advertisement subject to any reasonable restrictions provided to TIPS in the Proposal to the Solicitation. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS.

Supplemental agreements

The TIPS Member entity participating in the TIPS Agreement and awarded vendor may enter into a separate supplemental agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement or contract developed as a result of this Agreement is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS Members and employees shall not be made party to any claim for breach of such agreement.

Survival Clause

All applicable software license agreements, warranties, service agreements or any supplemental agreement that were entered into between Vendor and TIPS or the TIPS Member Customer under the terms and conditions of the Agreement shall survive the expiration or termination of the Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

Legal obligations

It is the responding vendor's responsibility to be aware of and comply with all local, state and federal laws

governing the sale of products/services identified in this Solicitation and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting of TIPS related purchases for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members with 30 days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm to investigate any possible non-complying conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the format and at the location designated by Region 8 ESC or TIPS.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Choice of Law

The Agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.

Venue, Jurisdiction and Service of Process

Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue for any dispute resolution process, other than litigation, between TIPS and the Vendor shall be located in Camp or Titus County, Texas.

Bonding

When applicable, performance bonds and payment bonds will be required on construction or labor required jobs.

Awarded vendor will meet the TIPS Member's local and state purchasing requirements. Awarded vendors may need to provide additional capacity as jobs increase. Bonds costs are passed through at cost to the TIPS Member and are not subject to the TIPS Participation fee be paid to TIPS. The actual cost of the bond will be a pass through to the TIPS Member and added to the purchase order or Contract.

Professional Engineering and Architect's Services

Professional Engineering and Architect's Services are not permitted to be provided under this Agreement. Texas statutes prohibit the procurement of Professional Engineering and Architect's Services through a cooperative agreement.

Scope of Services

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member, Member's design professionals and Vendor. It is permitted for the TIPS Member to provide a general scope description, but the awarded vendor should provide a written scope of work, and if applicable, according to the TIPS Member's design Professional as part of the proposal. Once the scope of the job is agreed to, the TIPS Member will issue a PO and/or an Agreement or Contract with the Job Order Contract Proposal referenced or as an attachment along with bond and any other special provisions agreed by the TIPS Member. If special terms and conditions other than those covered within this solicitation and awarded Agreements are required, they will be attached to the PO and/or an Agreement or Contract and shall take precedence over those in this base TIPS Vendor Agreement.

Project Delivery Order Procedures

The TIPS Member having approved and signed an interlocal agreement, or other TIPS Membership document, may make a request of the awarded vendor under this Agreement when the TIPS Member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person. Upon notification of a pending request, the awarded vendor shall make contact with the TIPS Member as soon as possible, but must make contact with the TIPS Member within two working days.

Scheduling of Projects

Scheduling of projects (if applicable) may be accomplished when the TIPS Member issues a Purchase Order and/or an Agreement or Contract that will serve as "the notice to proceed" as agreed by the Vendor and the TIPS Member. The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the TIPS Member or a designated representative of the TIPS Member inspect the work for acceptance under the scope and terms in the Purchase Order and/or Agreement or Contract. The TIPS Member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS Member will issue a completion notice and final payment will be issued per the contractual requirements of the project with the TIPS Member. Any Construction contract prepared by the TIPS Member's Legal Counsel may alter the terms of this subsection, "**Scheduling of Projects**".

Support Requirements

If there is a dispute between the awarded vendor and TIPS Member, TIPS or its representatives may assist, at TIPS sole discretion, in conflict resolution or third party (mandatory mediation), if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

Status of TIPS Members as Related to This Agreement

TIPS Members stand in the place of TIPS as related to this agreement and have the same access to the proposal information and all related documents. TIPS Members have all the same rights under the awarded Agreement as TIPS.

Incorporation of Solicitation

The TIPS Solicitation, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, the Vendor's response to same and all associated documents and forms made part of the solicitation process, including any addenda, that resulted in the execution of this agreement are hereby incorporated by reference into this agreement as if copied verbatim.

SECTION HEADERS OR TITLES

THE SECTION HEADERS OR TITLES WITHIN THIS DOCUMENT ARE MERELY GUIDES FOR CONVENIENCE AND ARE NOT FOR CLASSIFICATION OR LIMITING OF THE RESPONSIBILITIES OF THE PARTIES TO THIS DOCUMENT.

CERTIFICATIONS

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. **Pursuant to Chapter 2270 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement.** For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

I certify that our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

You certify that pursuant to Texas Business and Commerce Code Chapter 272, as revised September 1, 2017, any construction contract or agreement as defined in the Statute with a TIPS, Education Service Center Region 8 or a Texas TIPS Member subject to the Statute shall include a Choice of Law provision providing that this agreement shall be subject to and interpreted by the Laws of the State of Texas without regard to any conflict of laws principles for any action shall be in a court of competent jurisdiction in Texas and any arbitration shall be in the State of Texas. Pursuant to the Texas Business and Commerce Code, as amended by the 85th Texas Legislature, this Construction Agreement for Job Order Contract services is, in the event of a dispute between the parties, subject to interpretation according to the Laws of the state of Texas only, without regard to any conflict of laws principles. Venue for any alternative dispute resolution procedure or process shall be in the state of Texas. If the dispute is litigated, venue and jurisdiction shall be in a court of competent jurisdiction in the state of Texas.

Pursuant to 85th Texas Legislative H.B. 3270, as it applies to Texas Education Code § 22.0834 et seq, the Vendor shall comply with all relevant sections related to student contact, background checks, fingerprinting and other related requirements.

It is the intent of TIPS to award to reliable, high performance vendors to supply products and services to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The

specific procedures will be negotiated with the successful vendor.

- **Agreements:**

All vendor Purchase Orders and/or Agreements/Contracts must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within three business days and confirm its receipt with TIPS.

- **Promotion of Agreement:**

It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor, bypassing the TIPS Agreement when the Member has requested the TIPS agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.

TIPS Vendor Agreement Signature Form

RFP 210204 Fire, Firearm, and Active Shooter Safety and Security Solutions PART 2 ONLY

Company Name Johnson Controls, Inc.

Address 5757 N Green Bay Ave.

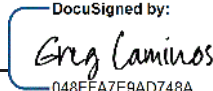
City Glendale State WI Zip 53209

Phone 414-524-1200 Fax N/A

Email of Authorized Representative greg.w.cominos@jci.com

Name of Authorized Representative Greg W. Cominos

Title Vice President Commercial Sales

Signature of Authorized Representative  Greg Cominos

Date 6/14/2021

TIPS Authorized Representative Name David Fitts

Title Executive Director

TIPS Authorized Representative Signature David Wayne Fitts

Approved by ESC Region 8 David Wayne Fitts

Date 6-16-2021

NOTICE TO MEMBERS REGARDING ATTRIBUTE RESPONSES

TIPS VENDORS RESPOND TO ATTRIBUTE QUESTIONS AS PART OF TIPS COMPETITIVE SOLICITATION PROCESS. THE VENDOR'S RESPONSES TO ATTRIBUTE QUESTIONS ARE INCLUDED HEREIN AS "SUPPLIER RESPONSE." PLEASE BE ADVISED THAT DEVIATIONS, IF ANY, IN VENDOR'S RESPONSE TO ATTRIBUTE QUESTIONS MAY NOT REFLECT VENDOR'S FINAL ATTRIBUTE RESPONSE, WHICH IS SUBJECT TO NEGOTIATIONS PRIOR TO AWARD. PLEASE CONTACT THE TIPS OFFICE AT 866-839-8477 WITH QUESTIONS OR CONCERNS REGARDING VENDOR ATTRIBUTE RESPONSE DEVIATIONS. PLEASE KEEP IN MIND THAT TIPS DOES NOT PROVIDE LEGAL COUNSEL TO MEMBERS. TIPS RECOMMENDS THAT YOU CONSULT YOUR LEGAL COUNSEL WHEN EXECUTING CONTRACTS WITH OR MAKING PURCHASES FROM TIPS VENDORS.



210204

**Johnson Controls, Inc.
Supplier Response**

Event Information

Number: 210204
Title: Fire, Firearm, and Active Shooter Safety and Security Solutions 2 Part with JOC
Type: Request for Proposal
Issue Date: 2/4/2021
Deadline: 3/19/2021 03:00 PM (CT)
Notes: This is a 2 PART solicitation. PART 1 is for projects that are not considered construction or a public work. It includes, but is not limited to, parts, supplies, maintenance services and repairs. PART 2 Job Order Contract (JOC) is for projects considered construction or public work projects. The determination of whether or not a project requires a PART 2 JOC is the responsibility of the TIPS member entity. Vendors are encouraged to respond to BOTH PARTS 1 and 2 to meet the needs of our members, but responses to both parts is not required.

Contact Information

Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477

Email: bids@tips-usa.com

Johnson Controls, Inc. Information

Address: 10600 Colonel Glenn Road
Suite 200
Little Rock, AR 72204
Phone: (866) 630-6791
Toll Free: (866) 630-6791

By submitting your response, you certify that you are authorized to represent and bind your company.

Thomas Staves

Signature

Submitted at 3/19/2021 12:54:51 PM

thomas.staves@jci.com

Email

Requested Attachments

Agreement Signature Form PART 1 ONLY

210204 Agreement Signature Form PART 1 ONLY -not signed.pdf

If you have not taken exception or deviation to the agreement language in the solicitation attributes, download the AGREEMENT SIGNATURE FORM from the "ATTACHMENTS" tab. This PDF document is a fillable form. Download the document to your computer, fill in the requested company information, print the file, SIGN the form, SCAN the completed and signed AGREEMENT SIGNATURE FORM, and upload here.

If you have taken exception to any of the agreement language and noted the exception in the deviations section of the attributes for the agreement, complete the AGREEMENT SIGNATURE FORM, but DO NOT SIGN until those deviations have been negotiated and resolved with TIPS management. Upload the unsigned form here, because this is a required document.

Vendor Agreement PART 1 ONLY

210204 Vendor Agreement - PART 1 ONLY (1).pdf

The vendor must download the Vendor Agreement from the attachment tab, fill in the requested information and upload the completed agreement.

DO NOT UPLOAD encrypted or password protected files.

Vendor Agreement PART 2 ONLY

210204 Vendor Agreement JOC_PART 2 ONLY (1).pdf

If proposing on Part 2, the vendor must download the Vendor Agreement from the attachment tab, fill in the requested information and upload the completed agreement.

DO NOT UPLOAD encrypted or password protected files.

Agreement Signature Form PART 2 ONLY

210204 Agreement Signature Form PART 2 ONLY not signed.pdf

If proposing on Part 2, the vendor must download the Vendor Agreement from the attachment tab, fill in the requested information and upload the completed agreement.

DO NOT UPLOAD encrypted or password protected files.

Pricing Form 1 PART 1 ONLY

210204 Pricing Form 1 PART 1 ONLY Final.xlsx

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.

DO NOT UPLOAD encrypted or password protected files.

Pricing Form 2 PART 1 ONLY

210204 Pricing Form 2 PART 1 ONLY.xlsx

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.

DO NOT UPLOAD encrypted or password protected files.

OPTIONAL - PART 2 - JOC Pricing of Itemized List of RS Means Non-Prepriced Items

No response

The Vendor may download the optional Pricing of Itemized List of RS Means Non-Prepriced Items form from the attachment tab, fill in the requested information, and upload the completed spreadsheet. DO NOT UPLOAD encrypted or password protected files.

Reference Form (PARTS 1 & 2)

Reference Form (PARTS 1 & 2).xlsx

Valid Reference Email addresses are REQUIRED on the spreadsheet. The vendor must download the References spreadsheet from the attachment tab, fill in the requested information and upload the completed spreadsheet. DO NOT UPLOAD encrypted or password protected files.

Proposed Goods and Services

Proposed Goods and Services_JCI Fire.pdf

Please upload one or more documents or sheets describing your offerings, line cards, catalogs, links to offerings OR list links to your offerings that illustrate the catalog of proposed lines of goods and or services you carry and offer under this proposal. It does not have to be exhaustive but should, at a minimum tell us what you are offering. It could be as simple as a sheet with your link to your online catalog of goods and services.

D/M/WBE Certification OPTIONAL

No response

D/M/WBE Certification documentation may be scanned and uploaded if you desire to claim your status as one of the identified enterprises. (Disadvantaged Business Enterprise, Minority Business Enterprise and/or Woman Business Enterprise) If vendor has more than one certification scan into one document. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Warranty

RFP 210204 Warranty.pdf

Warranty information (if applicable) must be scanned and uploaded. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Supplementary

No response

Supplementary information can be scanned and uploaded. (Company information, brochures, catalogs, etc.) (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

All Other Certificates

No response

All Other Certificates (if applicable) must be scanned and uploaded. If vendor has more than one other certification scan into one document. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Logo and Other Company Marks

JCI Logo.png

Conflict of Interest Form CIQ- ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

No response

ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS
Conflict of Interest Form for Vendors that are required to submit the form. The Conflict of Interest Form is included in the Base documents or can be found at <https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>.

Certificate of Corporate Offerer - COMPLETE ONLY IF OFFERER IS A CORPORATION

CERTIFICATION OF CORPORATE OFFERER FORM.pdf

COMPLETE AND UPLOAD FORM IN ATTACHMENTS SECTION ONLY IF OFFERER IS A CORPORATION

Lobbying Report Standard Form-LLL, "disclosure Form to Report Lobbying,"

No response

If you answered "I HAVE Lobbied per above" to attribute #66, please download and complete and upload the Standard Form-LLL, "disclosure Form to Report Lobbying," in the Response attachments section.

Confidentiality Form

210204 CONFIDENTIALITY CLAIM FORM.pdf

REQUIRED CONFIDENTIALITY FORM. Complete the form according to your company requirements, make any desired attachments and upload to the appropriate section under "Response Attachments" THIS FORM DETERMINES HOW ESC8/TIPS RESPONDS TO LEGAL PUBLIC INFORMATION REQUESTS.

Bonding Capacity Letter from Surety/Insurance Company

GGL 2021 03 17 TIPS_Region 8 ESC_210204.pdf

REQUIRED IF YOU ARE PROPOSING ON PART 2 -Attach the Bonding Capacity Letter from Surety/Insurance Company. if you do not have one available at time of proposal, attached a letter stating it will be submitted when received to prove bonding capacity. No award can be made until official bonding capacity letter is received by TIPS.

You are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity. Additionally, if not designated "Confidential" in your proposal response, this W-9 may be accessed by TIPS Members for the purpose of making TIPS purchases from you in the event that you are awarded. If you wish to designate your required W-9 confidential, please do so according to the terms of the Confidentiality Claim Form which is an attachment to this solicitation.

Response Attachments

Executive Summary 210204.pdf

Executive Summary

Monitoring Service Agreement Terms and Conditions.pdf

Monitoring Agreement - Only invoked when ordering this service

Rider_Guardian_Shooter_Detection_System 08_27_18v.2)(Government).docx

Guardian Shooter Detection System Rider - Only invoked when this solution is purchased

Alarm Monitoring Rider (US) 6.23.2020 (5).docx

Alarm Monitoring Rider

Bid Attributes

1	<p>Yes - No</p> <p>Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.</p> <p><input type="text" value="No"/></p>
2	<p>Yes - No</p> <p>Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at https://comptroller.texas.gov/purchasing/vendor/hub/ or in a HUBZone as defined by the US Small Business Administration at https://www.sba.gov/offices/headquarters/ohp</p> <p>Proof of one or both may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.</p> <p><input type="text" value="No"/></p>
3	<p>Yes - No</p> <p>The Vendor can provide services and/or products to all 50 US States?</p> <p><input type="text" value="Yes"/></p>
4	<p>States Served:</p> <p>If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)</p> <p><input type="text" value="N/A"/></p>

5 Company and/or Product Description:
This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)
Johnson Controls delivers products, services, and solutions that increase energy efficiency and lower 'operating costs in buildings for more than one million customers. Operating from 500 branch offices in more than 150 countries, we are a leading provider of equipment, controls, and services for heating, ventilating, air-conditioning, refrigeration, and fire and security systems. For additional information, please visit www.johnsoncontrols.com. We offer Access Controls Hardware & Software and Services, Video Security, Firm Alarm, Monitoring Services, Security Services, and Energy Management Services.

6 Primary Contact Name
Primary Contact Name
Tom Staves

7 Primary Contact Title
Primary Contact Title
Cooperative Program Manager

8 Primary Contact Email
Primary Contact Email
thomas.staves@jci.com

9 Primary Contact Phone
Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477
4436768813

10 Primary Contact Fax
Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477
No response

11 Primary Contact Mobile
Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477
4436768813

12 Secondary Contact Name
Secondary Contact Name
Andrew Pergande

13 Secondary Contact Title
Secondary Contact Title
Director of Commercial Operations

14 Secondary Contact Email
Secondary Contact Email
andrew.pergande@jci.com

15	Secondary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="4147086722"/>
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16	Secondary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>
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17	Secondary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="4147086722"/>
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18	Admin Fee Contact Name Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS. <input type="text" value="Philip C. Gieschen"/>
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19	Admin Fee Contact Email Admin Fee Contact Email <input type="text" value="philip.c.gieschen@jci.com"/>
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20	Admin Fee Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="4143354026"/>
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21	Purchase Order Contact Name Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS. <input type="text" value="Tom Staves"/>
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22	Purchase Order Contact Email Purchase Order Contact Email <input type="text" value="thomas.staves@jci.com"/>
-----------	---

23	Purchase Order Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="4436768813"/>
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24	Company Website Company Website (Format - www.company.com) <input type="text" value="www.johnsoncontrols.com"/>
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25	Federal ID Number Federal ID Number also known as the Employer Identification Number (EIN). Numeric only. (Format: 123456789) <input type="text" value=""/>
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26	Primary Address
	Primary Address <input type="text" value="5757 N. Green Bay Ave."/>

27	Primary Address City
	Primary Address City <input type="text" value="Milwaukee"/>

28	Primary Address State
	Primary Address State (2 Digit Abbreviation) <input type="text" value="WI"/>

29	Primary Address Zip
	Primary Address Zip <input type="text" value="53201"/>

30	Search Words:
	<p>Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)</p> <input type="text" value="Fire alarm & sprinkler systems
Central station monitoring-remote system service to diagnose fire, security, HVAC & thermal imaging
Regulatory compliance testing & documentation for Life Safety Systems
Fire suppression systems
Access control, CCTV, surveillance & intrusion detection systems, including fiber optic cabling
Mass notification & active shooter solutions
Security gate & vehicle barrier control, including UV sanitizing entry gates
Thermal imaging for elevated body temperature
Touchless visitor management & registration
Contact tracing
Building automation systems
Service & maintenance"/>

31	Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?
	<p>Most of our members receive Federal Government grants and they make up a significant portion of their budgets. The members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that are provisions from the federal regulations in 2 CFR part 200. Your answers will determine if your award will be designated as Federal or Education Department General Administrative Regulations (EDGAR)compliant.</p> <p>Do you want TIPS Members to be able to spend Federal grant funds with you if awarded and is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?</p> <input type="text" value="Yes"/>

3
2 **Yes - No**

Certification of Residency - The vendor's ultimate parent company or majority owner:

(A) has its principal place of business in Texas;

OR

(B) employs at least 500 persons in Texas?

This question is required as a data gathering function for information to our members making purchases with awarded vendors. Does not affect scoring with TIPS.

3
3 **Company Residence (City)**

Vendor's principal place of business is in the city of?

3
4 **Company Residence (State)**

Vendor's principal place of business is in the state of?

3
5 **Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION**

Remember this is a MINIMUM discount percentage so, be sure the discount percentage inserted here can be applied to ANY OFFERING OF GOODS OR SERVICES THROUGH OUT THE LIFE OF THE CONTRACT

CAUTION: BE CERTAIN YOU CAN HONOR THIS MINIMUM DISCOUNT PERCENTAGE ON ANY OFFERED SERVICE OR GOOD NOW OR DURING THE LIFE OF THE CONTRACT.

What is the MINIMUM percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the solicitation specifications document), website, store or shelf pricing or when adding new goods or services to your offerings during the life of the contract? The resulting price of any goods or services Catalog list prices after this discount is applied is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale.

Must answer with a number between 0% and 100%.

**3
6** Yes - No

If awarded on Part 1 of the TIPS Contract, for the duration of the Contract, Vendor agrees to provide catalog pricing, as defined in the solicitation and below, to TIPS upon request for any goods and services offered on PART 1 of the Vendor's TIPS Contract, if any.

"Catalog" means the available list of tangible personal property or services, in the most current listing, regardless of date, during the life of the contract, that takes the form of a catalog, price list, schedule, shelf price or other form that:

- A. is regularly maintained by the manufacturer or Vendor of an item; and
- B. is either published or otherwise available for inspection by a customer during the purchase process;
- C. to which the minimum discount proposed by the proposing Vendor may be applied.

**3
7** TIPS administration fee

By submitting a proposal, I agree that all pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing and shall be remitted to TIPS by the Vendor or the vendor's named resellers and as agreed in the Vendor agreement. I agree that the fee shall not and will not be added by the vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.

**3
8** REQUIRED FOR PART 2 JOC - PRICING OF Regular Hours Coefficient

What is your regular hours coefficient for the RS Means Price Book? (FAILURE TO RESPOND PROHIBITS PART 2 JOC EVALUATION)

Remember that this is a ceiling price proposed. You can discount lower than your proposed contract coefficient, but not higher.

This is one of three pricing questions that are required for consideration for award on this solicitation. Please consider your answer carefully. An explanation of the TIPS scoring of pricing is included in the attachments for your information.

The below is an Example of how pricing model works (not intended to influence your proposed coefficient, you should propose a coefficient that you determine is right for your business):

To propose the exact pricing as the RS Means Unit Price Book, you would insert a 1.0 and to propose a 5% discount for the RS Means Price Book would be a .95 regular hours coefficient and so on.

**3
9** REQUIRED FOR PART 2 JOC - PRICING OF After Hours Coefficient

What is your after hours coefficient for the RS Means Price Book for work performed after normal working hours? (FAILURE TO RESPOND PROHIBITS PART 2 JOC EVALUATION)

Remember that this is a ceiling price proposed. You can discount to any TIPS Member customer a lower coefficient than your proposed contract coefficient, but not higher.

This is one of three pricing questions that are required for consideration for award on this solicitation. Please consider your answer carefully. An explanation of the TIPS scoring of pricing titled "Pricing Coefficient Instruction" is included in the attachments for your information.

The below is an EXAMPLE of how the pricing model works (It is not intended to influence your proposed coefficient, you should propose a coefficient that you determine is reasonable for your business for the life of the contract): The most common after hours coefficient is time and a half of the RS Means Unit Price Book prices. To illustrate this coefficient, if your regular hours coefficient is .95, your after hours coefficient would be 1.45.

40 REQUIRED FOR 2 PART JOC - PRICING for Markup of Non-Prepriced Items in RS Means Unit Price Book

What is your proposed Markup Percentage on materials not found in the RS Means Price Book? (FAILURE TO RESPOND PROHIBITS PART 2 JOC EVALUATION)

If any materials being utilized for a project cannot be found in the RS Means Price Book, this question is what is the markup percentage on those materials?

When answering this question please insert the number that represents your percentage of proposed markup. Example: if you are proposing a 30 percent markup, please insert the number "30".

Remember that this is a ceiling markup. You may markup a lesser percentage to the TIPS Member customer when pricing the project, but not a greater percentage.

EXAMPLE: You need special materials that are not in the RS Means Unit Price Book for a project. You would buy the materials and mark them up to the TIPS Member customer by the percentage you propose in this question. If the materials cost you, the contractor, \$100 and you proposed a markup on this question for the material of 30 percent, then you would charge the TIPS Member customer \$130 for the materials.

41 Yes - No

Vendor agrees to remit to TIPS the required administration fee or, if resellers are named, guarantee the fee remittance by or for the reseller named by the vendor?

TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.

42 Yes - No

Do you offer additional discounts to TIPS members for large order quantities or large scope of work?

43 Years experience in this category of goods or services.

Company years experience in this category of goods or services?

44 Resellers:

Does the vendor have resellers that it will name under this contract?

Resellers are defined as other companies that sell your products under an agreement with you, as the awarded vendor of TIPS.

EXAMPLE: BIGmart is a reseller of ACME brand televisions. If ACME were a TIPS awarded vendor, then ACME would list BIGmart as a reseller.

(If applicable, Vendor should add all Authorized Resellers within the TIPS Vendor Portal upon award).

4 5	Right of Refusal Does the proposing vendor wish to reserve the right not to perform under the awarded agreement with a TIPS member at vendor's discretion? <input type="text" value="Yes"/>
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4 6	NON-COLLUSIVE BIDDING CERTIFICATE By submission of this bid or proposal, the Bidder certifies that: 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor; 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor: 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal; 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.
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4 7	CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ -Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? YES or NO If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS. The Form CIQ is one of the attachments to this solicitation. There is an optional upload for this form provided if you have a conflict and must file the form <input type="text" value="No"/>
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4 8	Filing of Form CIQ If yes (above), have you filed a form CIQ by uploading the form to this RFP as directed above? <input type="text" value="No response"/>
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4 9	Regulatory Standing I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question. <input type="text" value="Yes"/>
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5 0	Regulatory Standing Regulatory Standing explanation of no answer on previous question. <input type="text" value="No response"/>
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Antitrust Certification Statements (Tex. Government Code § 2155.005)

By submission of this bid or proposal, the Bidder certifies that:

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Suspension or Debarment Instructions

Instructions for Certification:

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

5
3

Suspension or Debarment Certification

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

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

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

5
4

Non-Discrimination Statement and Certification

In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

(Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities)

All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. I certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited and all other applicable laws and regulations.

5 2 CFR PART 200 Contract Provisions Explanation

Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:

The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.

The ESC Region 8 and TIPS Members are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. Others are included within 2 CFR part 200 et al.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

5 2 CFR PART 200 Contracts

Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree?

5 2 CFR PART 200 Termination

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

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

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2 CFR PART 200 Clean Air Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$250,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.

Does vendor agree?

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2 CFR PART 200 Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein.

Does vendor agree?

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2 CFR PART 200 Federal Rule

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$250,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify that it is in compliance with the Clean Air Act?

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1 **2 CFR PART 200 Procurement of Recovered Materials**

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 CFR part 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.

Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?

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2 **2 CFR PART 200 Rights to Inventions**

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

Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above.

Does vendor agree?

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3 **2 CFR PART 200 Domestic Preferences for Procurements**

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of 2 CFR Part 200.322, “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does vendor agree?

6 4 2 CFR PART 200 Ban on Foreign Telecommunications

Federal grant funds may not be used to purchase equipment, services, or systems that use “covered telecommunications” equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications” means purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use “covered telecommunications”, as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor agree?

6 5 2 CFR PART 200 Equal Employment Opportunity

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

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does vendor agree?

6 6 2 CFR PART 200 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

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

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members on qualifying contracts, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by the District resulting from this procurement process.

Does vendor agree?

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7 **Certification Regarding Lobbying**

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

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8 **Lobbying Report Standard Form-LLL, "disclosure Form to Report Lobbying,"**

ONLY IF you answered "I HAVE Lobbied per above" to attribute above titled "[Certification Regarding Lobbying](#)", please download and complete and upload the Standard Form-LLL, "disclosure Form to Report Lobbying," in the Response attachments section.

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9 **Subcontracting with small and minority businesses, women's business enterprises, and labor surplus area firms.**

Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?

IF NO, DO NOT ANSWER THE NEXT ATTRIBUTE QUESTION. . IF YES, and ONLY IF YES, you must answer the next question YES if you want a TIPS Member to be authorized to spend Federal Grant Funds for Procurement.

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ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?

ONLY IF YES TO THE ABOVE QUESTIONS OR if you ever do subcontract any part of your performance under the TIPS Agreement,

do you agree to comply with the following federal requirements?

Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.

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If proposing on PART 2, Davis-Bacon Act compliance.

IF proposing on PART 2, Texas Statute requires compliance with 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 CFR Part S, "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. 314S), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

BY SUBMITTING A PROPOSAL FOR PART 2 OF THIS SOLICITATION, the Vendor agrees, AS REQUIRED BY LAW, to comply with the Davis Bacon Act, IF APPLICABLE and if proposing on PART 2 of this solicitation.

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2** **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)**

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

By submitting a proposal to PART 2 of this solicitation and IF the customer is utilizing federal funds as described above, the Vendor agrees to comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

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3** **Indemnification**

The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified with "to the extent permitted by the Constitution and laws of State of Texas."

Do you agree to these terms?

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4** **Remedies**

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any issues not resolved hereunder MAY be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Do you agree to these terms?

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5** **Remedies Explanation of No Answer**

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6** **Choice of Law**

The agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.
THIS DOES NOT APPLY to a vendor's agreement entered into with a TIPS Member, as the Member may be located outside Texas.

Do you agree to these terms?

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7** **Venue, Jurisdiction and Service of Process**

Any proceeding, involving Region 8 ESC or TIPS, arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Any dispute resolution process other than litigation shall have venue in Camp County or Titus County Texas.

Do you agree to these terms?

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8** **Alternative Dispute Resolution Explanation of No Answer**

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9** **Infringement(s)**

The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.

Do you agree to these terms?

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0** **Infringement(s) Explanation of No Answer**

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1** **Acts or Omissions**

The successful vendor will be expected to indemnify and hold harmless the TIPS, its officers, employees, agents, representatives, contractors, assignees and designees from and against any and all liability, actions, claims, demands or suits, and all related costs, attorney's fees and expenses arising out of, or resulting from any acts or omissions of the vendor or its agents, employees, subcontractors, or suppliers in the execution or performance of any agreements ultimately made by TIPS and the vendor.

Do you agree to these terms?

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2 **Acts or Omissions Explanation of No Answer**

JCI will agree to indemnify such indemnities for the claims and costs described herein, but only to the extent that they result from the acts or omissions of JCI (or a party for which is JCI is legally responsible), and such acts or omissions are negligent or represent willful misconduct.

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3 **Contract Governance**

Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.

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4 **Payment Terms and Funding Out Clause**

Payment Terms:

TIPS or TIPS members shall not be liable for interest or late payment fees on past due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding Out Clause:

Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

See statute(s) for specifics or consult your legal counsel.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

Do you agree to these terms?

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5 **Insurance and Fingerprint Requirements Information**

Insurance

If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance.

Fingerprint

It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834. Statutory language may be found at: <http://www.statutes.legis.state.tx.us/>

If the vendor has staff that meet both of these criterion:

- (1) will have continuing duties related to the contracted services; and
- (2) has or will have direct contact with students

Then you have "covered" employees for purposes of completing the attached form.

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.

See form in the next attribute to complete entitled:
Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:

(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

I certify that:

NONE (Section A) of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

OR

SOME (Section B) or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:

(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.

(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.

(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

None

8 **Texas Business and Commerce Code § 272 Requirements as of 9-1-2017**

7 SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.

8 **Texas Government Code 2270 Verification Form**

8 Texas Government Code 2270 Verification Form

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2270 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

I swear and affirm that the above is true and correct.

YES

8 **Logos and other company marks**

9 Please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

Potential uses of company logo:

- * Your Vendor Profile Page of TIPS website
- * Potentially on TIPS website scroll bar for Top Performing Vendors
- * TIPS Quarterly eNewsletter sent to TIPS Members
- * Co-branding Flyers and or email blasts to our TIPS Members (Permission and approval will be obtained before publishing)

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Solicitation Deviation/Compliance

Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?

Yes

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Solicitation Exceptions/Deviations Explanation

If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.

TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.

No response

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Agreement Deviation/Compliance

Does the vendor agree with the language in the Vendor Agreement?

No

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Agreement Exceptions/Deviations Explanation

If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.

Indemnity - Johnson Controls Proposes the following change:

The Vendor agrees to indemnify, defend and hold harmless TIPS, TIPS Member(s), officers, and employees for all damages, losses, and expenses with respect to any third-party claims against the Customer for personal injury, including death, or tangible property damage, but only to the extent such damages, losses, and expenses are caused by the negligent acts or willful misconduct of Johnson Controls in fulfilling its obligations under this Agreement.

Limitation of liability - Johnson Controls Proposes the following change:

IN NO EVENT SHALL THE VENDOR AND ITS AFFILIATES AND THEIR RESPECTIVE PERSONNEL, SUPPLIERS AND VENDORS BE LIABLE FOR ANY DAMAGES RELATING TO THE AGREEMENT OR THE SERVICES CONTEMPLATED THEREBY IN ANY AMOUNT EXCEEDING THE TOTAL AMOUNTS PAID TO THE VENDOR DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE THE CLAIM AROSE, REGARDLESS OF THE CAUSE AND WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE.

IN NO EVENT, WHETHER IN CONTRACT, TORT OR OTHERWISE (INCLUDING BREACH OF WARRANTY, NEGLIGENCE, PRODUCT LIABILITY AND STRICT LIABILITY IN TORT), WILL THE VENDOR AND ITS AFFILIATES AND THEIR RESPECTIVE PERSONNEL, SUPPLIERS AND VENDORS BE LIABLE TO TIPS (DIRECTLY OR INDIRECTLY) UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY ARISING FROM, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR ANY: (A) SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES; (B) LOST PROFITS, REVENUES, DATA, CUSTOMER OPPORTUNITIES, BUSINESS, ANTICIPATED SAVINGS, OR GOODWILL; (C) BUSINESS INTERRUPTION; OR (D) DATA LOSS OR OTHER LOSSES ARISING FROM VIRUSES, RANSOMWARE, CYBERATTACKS OR FAILURES OR INTERRUPTIONS TO NETWORK SYSTEMS.

Alarm Monitoring and Active Shooting

Any reference to alarm detection monitoring services in this Contract is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Vendor's standard alarm monitoring services agreement or the applicable rider.

Guardian indoor active shooter detection systems are performed pursuant to the terms and conditions of the Vendor or the applicable rider.

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Long Term Cost Evaluation Criterion on PART 1 EVALUATION ONLY

READ CAREFULLY and see in the RFP document under "Proposal Scoring and Evaluation".

Points will be assigned to this criterion based on your answer to this Attribute. Points are awarded if you agree not increase your catalog prices (as defined herein) more than X% annually over the previous year for the life of the contract, unless an exigent circumstance exists in the marketplace and the excess price increase which exceeds X% annually is supported by documentation provided by you and your suppliers and shared with TIPS, if requested. If you agree NOT to increase prices more than 5%, except when justified by supporting documentation, you are awarded 10 points; if 6% to 14%, except when justified by supporting documentation, you receive 1 to 9 points incrementally. Price increases 14% or greater, except when justified by supporting documentation, receive 0 points.

price increases will be < 5% annually per question

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5** **Felony Conviction Notice**

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states “a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.” Subsection (b) states “a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.” (c) This section does not apply to a publicly held corporation. The person completing this proposal certifies that they are authorized to provide the answer to this question.

Select A., B. or C.

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

OR B. My firm is not owned nor operated by anyone who has been convicted of a felony, OR

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony. (if you answer C below, you are required to provide information in the next attribute.

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6** **If you answered C. My Firm is owned or operated by a felon to the previous question, you are REQUIRED TO ANSWER THE FOLLOWING QUESTIONS.**

If you answered C. My Firm is owned or operated by a felon to the previous question, you must provide the following information.

1. Name of Felon(s)
2. The named person's role in the firm, and
3. Details of Conviction(s).

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7** **Required Confidentiality Claim Form**

Required Confidentiality Claim Form

This form is required by TIPS. By submitting a response to this solicitation you agree to download from the “Attachments” section, complete according to the instructions on the form, then uploading the completed form, with any confidential attachments, if applicable, to the “Response Attachments” section titled “Confidentiality Form” in order to provide to TIPS the completed form titled, “CONFIDENTIALITY CLAIM FORM”. By completing this process, you provide us with the information we require to comply with the open record laws of the State of Texas as they may apply to your proposal submission. If you do not provide the form with your proposal, an award will not be made if your proposal is qualified for award, until TIPS has an accurate, completed form from you.

Read the form carefully before completing and if you have any questions, email Rick Powell at TIPS at

rick.powell@tips-usa.com

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8** **Choice of Law clauses for TIPS Members**

If the vendor is awarded a contract with TIPS under this solicitation, the vendor agrees to make any Choice of Law clauses in any contract or agreement entered into between the awarded vendor and with a TIPS member entity to read as follows: "Choice of law shall be the laws of the state where the customer resides" or words to that effect.

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9** **Venue of dispute resolution with a TIPS Member**

In the event of litigation or use of any dispute resolution model when resolving disputes with a TIPS member entity as a result of a transaction between the vendor and TIPS or the TIPS member entity, the Venue for any litigation or other agreed upon model shall be in the state and county where the customer resides unless otherwise agreed by the parties at the time the dispute resolution model is decided by the parties.

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Indemnity Limitation with TIPS Members

Texas and other states restrict by law or state Constitution the ability of a governmental entity to indemnify others. TIPS requires that any contract entered into between a vendor and TIPS or a TIPS Member as a result of an award under this Solicitation limit the requirement that the Customer indemnify the Vendor by either eliminating any such indemnity requirement clauses in any agreements, contracts or other binding documents **OR** by prefacing all indemnity clauses required of TIPS or the TIPS Member entity with the following: "To the extent permitted by the laws or the Constitution of the state where the customer resides, ".

Agreement is a required condition to award of a contract resulting from this Solicitation.

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Arbitration Clauses

Except for certain circumstances, TIPS forbids a mandatory arbitration clause in any contract or agreement entered into between the awarded vendor with TIPS or a TIPS member entity. Does the vendor agree to exclude any arbitration requirement in any contracts or agreement entered into between TIPS or a TIPS member entity through an awarded contract with TIPS?

Agreement is a required condition to award of a contract resulting from this Solicitation.

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Upload of Current W-9 Required

Please note that you are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity. Additionally, if not designated "Confidential" in your proposal response, this W-9 may be accessed by TIPS Members for the purpose of making TIPS purchases from you in the event that you are awarded. If you wish to designate your required W-9 confidential, please do so according to the terms of the Confidentiality Claim Form which is an attachment to this solicitation.

REFERENCES

Please provide three (3) references, preferably from school districts or other governmental entities who have used your services within the last three years. Additional references may be required. DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.

References are Required for PART 1 & Part 2. Please verify your references are current and valid, as they are a SIGNIFICANT required evaluation component of the PART 2 evaluation process, and the evaluation cannot be completed without responses from these references when we contact them.

You may provide more than three (3) references.

Entity Name	Contact Person	VALID EMAIL IS REQUIRED	Phone
Brainerd Public Schools	Earl Wolleat	earl.wolleat@isd181.org	218-454-6906
Arkansas State University	Dave Handwork	dhandwork@astate.edu	870-680-4691
University of South Dakota	Kyle Gruhn	Kyle.Gruhn@usd.edu	605-658-6035
City of Aurora	Dennis Darnell	ddarnell@auroragov.org	303-326-8165
University of Mississippi Medical Center	Matthew Ciesiensky	mciesiensky@umc.edu	601-815-5088
CITY OF SOUTH PADRE ISLAND	William DiLibero	wtilibero@myspi.org	956-761-8108

TIPS REP # 210204

Required Confidential Information Status Form

Johnson Controls, Inc.

Name of company

Greg W. Cominos, VP

Printed Name and Title of authorized company officer declaring below the confidential status of material

5757 N Green Bay Ave.

Glendale

WI

53209

(414) 524-1200

Address

City

State

ZIP

Phone

ALL VENDORS MUST COMPLETE THE ABOVE SECTION

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS (ESC8) IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal to be confidential information and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s), you **must attach a copy of all claimed confidential materials within your proposal and put this COMPLETED form as a cover sheet to said materials then scan, name "CONFIDENTIAL" and upload with your proposal submission.** (You must include all the confidential information in the submitted proposal. The copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the receives a Public Information Request.) ESC8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law. Upon your claim and your defense to the Office of Texas Attorney General is required to make the final determination whether the information submitted by you and held by ESC8 and TIPS is confidential and exempt from public disclosure.

ALL VENDORS MUST COMPLETE ONE OF THE TWO OPTIONS BELOW.

OPTION 1:

I DO CLAIM parts of my proposal to be confidential and DO NOT desire to expressly waive a claim of confidentiality of all information contained within our response to the solicitation. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials.

IF CLAIMING PARTS OF YOUR PROPOSAL CONFIDENTIAL, YOU MUST ATTACH THE SHEETS TO THIS FORM AND LIST THE NUMBER OF TOTAL PAGES THAT ARE CONFIDENTIAL.

ATTACHED ARE COPIES OF _____ PAGES OF CLAIMED CONFIDENTIAL MATERIAL FROM OUR PROPOSAL THAT WE DEEM TO BE NOT PUBLIC INFORMATION AND WILL DEFEND THAT CLAIM TO THE TEXAS ATTORNEY GENERAL IF REQUESTED WHEN A PUBLIC INFORMATION REQUEST IS MADE FOR OUR PROPOSAL.

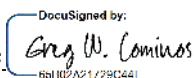
Signature _____ Date _____

OR

OPTION 2:

I DO NOT CLAIM any of my proposal to be confidential, complete the section below.

Express Waiver: I desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS.

Signature 

Date 3/16/21



2815 Forbs Avenue, Suite 102
Hoffman Estates, IL 60192
Phone: 847-396-7131
Fax: 866-548-6573

March 17, 2021

TIPS/Region 8 ESC
4845 US Hwy. 271 North
Pittsburg, TX 75686

RE: Johnson Controls, Inc. - 210203 (Renewable Energy and Solar Solutions and Services 2 Part with JOC)

To Whom It May Concern:

As surety, LIBERTY MUTUAL INSURANCE COMPANY has been the surety company for JOHNSON CONTROLS, INC., 5757 North Green Bay Avenue, Milwaukee, WI 53209 for over 25 years and as such has provided a single bond limit in excess of \$200,000,000 and in the aggregate has a program over \$600,000,000. Current available capacity is approximately \$350,000,000.

We would favorably consider requests from Johnson Controls, Inc. to provide bid, performance and payment bonds on projects they are currently contemplating. Such prequalification and approval would be conditioned upon applicable underwriting considerations such as acceptable contract terms & conditions, bonds forms and confirmation of satisfactory financing as well as a favorable review of current underwriting information at the time bonds are requested.

JOHNSON CONTROLS, INC. is a valued customer of LIBERTY MUTUAL INSURANCE COMPANY and we recommend them highly. You understand, of course, that any arrangement to provide bid bonds and/or final bonds on a project is a matter between JOHNSON CONTROLS, INC. and LIBERTY MUTUAL INSURANCE COMPANY and we assume no liability to third parties if we do not execute said bond(s).

Sincerely,

LIBERTY MUTUAL INSURANCE COMPANY



Joshua Sanford, Attorney-in-Fact

Liberty Mutual Insurance Company - Class XV - A

Member of Liberty Mutual Group



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8204502-985949

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Aimee R. Perondine; Alexis Apostolidis; Bethany Stevenson; Brendan Fletcher; Bryan M. Caneschi; Cassandra Baez; Donna M. Planeta; Eric Strba; Jacqueline Susco; Janee Wright; Joshua Sanford; Kathryn Pryor; Michelle Anne McMahon; Nicholas Turecamo; Phillip Knower; Rebecca M. Stevenson; Tanya Nguyen

all of the city of Hartford state of CT each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 17th day of November, 2020.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey

David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 17th day of November, 2020 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 17th day of March, 2021.



By: Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Typical Warranty Terms

Warranty terms vary. The following sample text shows our standard warranty terms. Extended or customized warranty terms are negotiable.

Parts Warranty: JCI warrants that original equipment, parts or components manufactured or labeled by JCI shall be free from defects in material and workmanship under normal usage and proper installation and maintenance for a period of one (1) year from the date of shipment. Equipment, parts or components not manufactured or labeled by JCI shall carry a warranty from defects in material and workmanship under normal usage and proper installation and maintenance for a period of ninety (90) days from the date of shipment. Notwithstanding the foregoing, in the event JCI is reasonably able to identify a warranty for a period longer than the ninety (90) days applicable to equipment, parts or components not manufactured or labeled by JCI, it will assign all assignable rights under such warranty to Customer and reasonably cooperate in the enforcement of any warranty claim. Recertified or replacement parts installed on equipment and still under the original equipment manufacturer's warranty are covered for ninety (90) days or the remainder of the original equipment manufacturer warranty period, whichever is longer. For large tonnage chillers, JCI will warrant under normal usage and proper installation and maintenance for a period of one (1) year from the date of shipment: screw compressors, motors, control panels and components, VFD's and components and Liquid Cooled Solid State Starters and components. For small tonnage chillers, JCI will warrant under normal usage and proper installation and maintenance for a period of one (1) year from the date of shipment: scroll compressors, condenser coils, control panels and components, screw compressors (DXS and Mustang), and fan motors. In the event of a valid warranty claim, the Customer's remedy shall, at JCI's sole discretion and subject to the exclusions herein, be limited to repair or replacement of the subject equipment, part or component conditioned upon the return to JCI of any defective equipment, part or component. This Parts Warranty does not cover any shipping, handling or transportation charges or any associated labor costs.

Labor Warranty: JCI warrants its workmanship or that of its agents in relation to installation of materials for a period of ninety (90) days from date of installation or with respect to service work for a period of ninety (90) days from the date of service. Customer acknowledges that re-performance shall be its exclusive and only remedy with regards to any services provided by JCI. Customer shall bear all labor costs associated with the repair or replacement of failed material that is outside the scope of this express labor warranty. All warranty labor shall be executed during JCI normal business hours.

These warranties do not extend to any equipment which has been repaired by others, abused, altered, or misused in any way, or which has not been properly and reasonably maintained.

THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE. UNDER NO CIRCUMSTANCES SHALL JCI BE LIABLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATING TO ANY DEFECT IN MATERIAL OR WORKMANSHIP OF EQUIPMENT OR THE PERFORMANCE OF SERVICES.

The following table provides an FAQ to our warranty terms.

Question	Information
Do your warranties cover all products, parts, and labor?	There is a parts warranty and a typically a manufacturer warranty that is passed on to the customer. Additionally there is a labor warranty provided by Johnson Controls
Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	The warranties do not extend to any equipment which has been repaired by others, abused, altered, or misused in any way, or which has not been properly and reasonably maintained.
Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes.
Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs?	We can provide warranty repairs in all geographic regions.
Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	We pass all manufacturer warranties on to the customer. If requested and negotiated into the contract, we can cover a manufacturer warranty or enable the customer to buy an extended warranty.
What are your proposed exchange and return programs and policies?	<p>If we are in the installation phase and the requested change is similar in price and operation to the planned equipment, we will make the change as requested.</p> <p>If the change is less expensive, we will refund the difference to the customer.</p> <p>If the change is more expensive, we implement the change with a formal Change Order.</p>



Proposed Goods and Services

Johnson Controls is a global leader in delivering both mechanical and technical services as well as integrated building control systems, mechanical equipment, fire alarm and life safety products, and physical security systems. We provide solutions designed to reduce risk, increase surveillance, and enhance fire readiness and management while decreasing the lifecycle cost of security and fire as well as systems performance.

On September 1, 2016 Johnson Controls completed the merger with Tyco International to become the world's largest security and fire technologies provider. This enables us to provide TIPS members with a wide-selection of products and services from a single point of contact.

Our commitment to providing high-quality fire safety, life safety, and security solutions runs as deep as our resources. Johnson Controls has delivered integrated Life Safety, Security and Fire solutions to over 50,000 customers over 40+ years.

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

Johnson Controls intends to propose the following categories of products and services:

- Category 1: Access Control Systems
- Category 2: Burglar Alarms
- Category 3: Surveillance Services and Equipment
- Category 4: Portable Fire Extinguishers
- Category 5: Fire Extinguishing Systems
- Category 6: Fire Sprinkler Systems
- Category 7: Fire Alarm/Protective Signaling Systems
- Category 8: High Security Control Systems
- Category 9: Inspections and Monitoring of fire extinguishing systems, fire sprinkler systems, alarm monitoring, fire alarm/protective signaling systems, and other related systems



In addition, we intend to propose the following items not specifically specified in the RFP.

Security Products

- Security Management Systems
- Security Management Consulting
- Building Automation System
- Intercom Systems
- Master Clock
- Fiber Optic Cabling and CCTV System Expansion
- IP Camera and Phones
- Wireless & WLAN/LAN Networks, Access Points, Service, & Switching
- Information Protection and Network Security
- Mass notification systems

Security Maintenance & Monitoring Services

- Maintenance services for access control, video surveillance, intrusion and intercom/emergency call systems
- Remote security monitoring services (UL and FM listed)

Fire Safety Services

- Remote security monitoring services (UL and FM listed)

Johnson Controls Security Solutions

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

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

We offer a broad spectrum of security and fire protection technologies and services designed to provide safe, comfortable, and efficient facilities. Our ability to install and integrate the systems that are essential to you results in lower first costs, as well as operational efficiencies. Our security and fire detection solutions encompass protection of people, assets, physical property, and intellectual property.

Johnson Controls has made the necessary investments in resources and people to be able to successfully integrate multiple security systems and building technologies, which allow customers to build upon their existing infrastructure and technology – and prepare for future needs. Design, planning, and maintaining buildings are all accomplished with Johnson Controls serving as the single point of responsibility for the design, installation, commissioning, optimization, and even long-term operation of all fire and security systems.

We will work with TIPS members to "build with the end in mind," helping them design facilities and equipment that provide for maximum productivity, efficiency, and safety – during the construction phase and throughout the lifecycle of the facility.



At the University of Utah we installed a campus wide security system consisting of CCTV and Fire safety systems.

Security Engineering and Design

We help our customers plan, specify, and build their security management systems by applying our innovative and comprehensive approach to integrated security management system design. We assist our customers in all phases of this work including schematic design, design development, construction document development, project cost estimating, bidding, construction administration (observation) and (post construction) system implementation services.

Our employees are experts at transforming technology into practical solutions for the full spectrum of security services delivered seamlessly – from Systems Integration (planning, engineering, design, installation, and service) to ongoing Systems Management (maintenance, video/alarm monitoring, badge administration, database management, alarm notification and patrol/response). Our employees have been shaped by decades of experience.



We installed a campus wide security system at CUNY – College of Stanton Island.

We have helped many customers with costly legacy security systems migrate to an integrated, cost-effective security solution for each of their facilities. Johnson Controls’ ability to integrate and manage various components of a comprehensive security system means that customers no longer need separate contracts with several unrelated service providers. Johnson Controls has experience working with all leading security product manufacturers.

We integrate products and services into a practical solution – matched to the needs of our customers. We are willing to assume turnkey responsibility for the entire result. We also have developed a world-class services and support capability to ensure that the solution remains effective throughout its entire lifecycle.

We provide seamless integration for fire management, electronic security, access control, intrusion detection, maintenance management, lighting control, SCADA, information technology (IT), and overall facility monitoring in all types and sizes of buildings, correctional institutions, campuses, military bases, and infrastructure of national and international dimensions. We integrate over **1,000 compatible products** from more than **125 manufacturers**, allowing industry and government to protect investments in systems and products already installed, and to preserve their infrastructure prerogatives for the future.

P2000 Security Management System Capabilities

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

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

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

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



At the University of MN, the security, system integration project included installation of an IP network, a Johnson Controls IFC2-3030 fire alarm system with digital voice evacuation, 32 amplifiers, active smoke control using exhaust fans and stairway pressurization, emergency paging, Software House access control, American Dynamics digital video recorders and Pelco cameras.

Video Surveillance

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

We offer the following solutions:

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

Information Protection and Network Security Consulting

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

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

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

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

Our technology solutions provide:

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

Security Management Consulting

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

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

Professional Security System Deployment Services

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

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

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

Johnson Controls Fire Systems

We offer fire controls systems designed to meet the needs of everything from a small stand-alone system to a large integrated network. We offer fire alarm systems designed to meet the needs of small and large facilities — and to integrate seamlessly with our other building management security system technologies. Our Intelligent Fire Controllers can integrate with Johnson Controls Metasys® Building Management System, providing far greater control over building protection and performance. We will work with TIPS members to tailor a system to their specific requirements.

Johnson Controls life-safety solutions range from stand-alone panels to networked systems integrated with your building management systems. We incorporate the latest technologies such as centralized control, interactive video, identity credentialing and video-based detection for an added level of protection, compliance with government standards, and to assist first responders. Whether you need systems for a single-story building or a multi-building campus, we can tailor a solution to fit your needs.

Our systems feature:

- Intelligent Fire Control Panels that offer modularity, easy system planning and integration with our Metasys® Building Management System
- Intelligent Fire Integrator for linking to third-party systems and Intelligent Fire Annunciator for centralized information access
- Mass Notification System for informing large groups quickly
- JWS - 3 Web Server to allow remote access to the intelligent fire control network via the Internet or an Intranet
- Digital Voice Command, a multi-channel digital audio evacuation, paging, and firefighter's telephone system

Intelligent Fire Control Panels

Johnson Controls Intelligent Fire Controllers (IFC) can zero in on each device and identify its specific location and status, saving time, and confusion in an emergency. As your business needs change, the modular design of our controllers lets you network additional panels or add new devices as your facility grows. This flexibility means substantial cost savings in your investment.

Best of all, you can integrate IFC systems into Johnson Controls Metasys® building management system. The result is a single network that seamlessly integrates your life-safety and building controls systems, providing greater visibility and control over the performance of your building.

Intelligent Fire Integrator

The IFI is a single point of control for your fire and life safety systems. This integrated facilities monitoring network links your IFC series fire alarm system to other 3rd party systems. From a single workstation, your facility manager can view and manage diverse systems from different manufacturers using an intuitive graphical user interface.

Mass Notification Systems (MNS)

Our MNS can simultaneously notify multiple people via text messaging, automated voice dialing, desktop alerts, and indoor and outdoor loudspeakers. Each of the following solutions can be custom-built to meet your needs.

In-Building Systems

- Audio and visual alerts in and around your building
- Integrated fire alarm and mass notification systems
- Notification appliances such as speakers, strobes, LED signage and more

Wide-Area Systems

- The same benefits of in-building systems
- High-power speaker arrays and horn loudspeakers
- Mobile, portable, wired and wireless options

Distributed Recipient and Personal Alerting Systems offer the ability to reach a large, diverse, or mobile group with multiple communication needs via:

- SMS/text messages and pagers

- Automated voice calls and faxes
- Email alerts, web postings and social networking sites
- Pop-up computer notifications

JWS - 3 Web Server

The JWS-3 is an optional web-based device that acts as an HTML server, which allows remote access to the IFC Network. The user can view the history of a fire alarm control panel, event status, device properties, and other information based on pre-defined access permissions. All data available is a “snap-shot” of the data on the IFC Network at the time the browser requested the information.

Digital Voice Command

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

Service and Maintenance

We offer an unparalleled selection of test and inspection services, preventative maintenance, and around-the-clock emergency services for every life and property protection system. We will easily support multiple technologies from multiple vendors.

We maintain the qualifications and certifications necessary to fairly evaluate, engineer, integrate, install, and service the best fire and security systems, subsystems, and components. In addition to professional licenses in all 50 states, our team members hold licenses, certifications, and accreditations by various professional organizations. Professional certification or accreditation indicates a certain proven amount of knowledge and experience in a particular subject area.

Industry and Professional Certifications

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

Technical Certifications

- MCITP – Microsoft Certified IT Professional
- MCP – Microsoft Certified Professional
- MSE- Microsoft Certified Systems Engineer
- CCNA – Cisco Certified Network Associate
- Cisco ATP – Cisco Authorized Technology Partner

- CISSP – Certified Information Systems Security Professional
- COMP TIA – Network+
- CNE – Certified Novell Engineer
- P2000 Certification
- Milestone Certification
- IFC certification
- IPConfigure Certification
- Open Options Certification
- Vesda Certification
- Avigilon Certification
- NC LV/FA license
- EST3 Certification
- FireWorks Certification

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

Emergency Service

Johnson Controls service team provides emergency and/or call-as-needed service. Dispatched through our **24-hour operation center**, professional tradesmen and technicians are available whenever and wherever needed. In most North American locations, we have the capability to answer emergency calls **within two hours** of the original call if required by the customer. Once issues are logged via our 24-hour emergency number, a record of the emergency is made for tracking purposes, and a service team member or members will be dispatched to the site of the issue.

We also provide next day service for routine service calls. We guarantee answering emergency calls within 24 hours of your call and have technicians available **24-hours a day, seven days a week**.

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

Some very remote locations may be more than 2-hours away from a service branch. In those cases, we may install additional technology to enable us to detect, analyze, and possibly remedy problems remotely. Another option is establishing a connection to our Remote Operations Center who can then detect, report, and fix problems as they occur. In some cases, we have subcontracted with a local firm that can provide service within the 2-hour window.

We deliver unparalleled OEM service support for our industry-leading equipment, as well as the expertise to service **any competitive brand** of equipment. When it comes to servicing fire and security systems, we will provide customers with the expertise, resources, professionalism, and results expected from a global industry leader – with the attention to detail and commitment to community of a local service provider.

Maintenance

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

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

Our service team provides:

- *Expertise delivered by highly skilled and trained technicians*
- *Project managers and engineers who develop solutions to reduce operational costs and improve environmental conditions*
- *Fast response times*
- *Consistent service delivery, accountability, and communication*
- *Flexible service solutions that meet your requirements and budget*
- *Innovative, industry-leading technologies*
- *Risk mitigation to protect your investments*

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

Johnson Controls Fire Protection (JCFP) Products and Services

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

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

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

We work closely with each brand’s research and development engineers, business planning personnel, product development specialists, design and engineers etc. Our organization also has direct access to up-to-date technical information such as specifications, operation and maintenance manuals, documentation etc. JCFP is positioned to continue this vital relationship. One example of our close working relationship is the recent integration of the Software House access control system to the Simplex family of fire alarm panels. This unique integration offers many benefits to system users.

Programming Services

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

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

Training

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

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



JCFP representatives will carefully examine each customer's requirements and provide a recommended scope of services.

Operational Services

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

Warranty and Service Support

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

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

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

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

Access Control

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

CCTV Systems

Closed Circuit Television cameras must be inspected regularly to ensure the highest levels of uptime and availability. JCFP provides a complete range of service and maintenance options for installed video surveillance equipment and security technologies. By optimizing the performance of security equipment, people and property are protected against intruders, fraud and vandalism.

JCFP security systems installed throughout the world integrate CCTV equipment from well-respected names as Sony, Philips, Nice, and Loronix. Our design approach for this project would be designed with “State of the Art” Microprocessor based video switchers, pan-tilt-zoom cameras, and digital recording technology.

Fire Alarm Systems

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

JCFP has extensive fire alarm system expertise, including a thorough knowledge of network multiplexing. Our first system was introduced in the late 1950’s. This fire alarm was an electromechanical “read back” system. Our expertise progressed through a series of technological developments that included solid-state equipment and then microprocessor-based systems.

In multiplexing, the remote location is a subordinate device usually linked to a transponder. It is not intended to “think” on its own and it typically will have few (if any) abilities if communications with the master Central Processing Unit are lost. However, in networking, each remote location is a much more capable device with its own distributed microprocessor and memory and often is fully capable of operating as a stand-alone fire alarm control panel. Our extensive experience with multiplex technology development gives us a unique understanding of fire alarm network operation.

Smoke Detectors

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

Fire Extinguishers

The danger of allowing an extinguisher to go too long without maintenance is pointing it at a fire – and nothing happens. Fortunately, SimplexGrinnell’s trained specialists can regularly inspect and maintain extinguishers, so they will be there when needed.

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

Our own licensed JCFP technicians and large equipment inventory ensure service and delivery when and where it is needed.



SimplexGrinnell is an industry leader in installation, service, inspection and maintenance of portable fire extinguishers.

Automatic Fire Pumps

When fire strikes, water pressure must be available to strike back. JCFP experts use special technology to inspect Automatic Fire Pumps, reporting deficiencies and recommending corrective action. Regular inspections, required by local, state and federal codes, can save lives and property in an emergency.

SimplexGrinnell’s Fire Alarm System will monitor the following fire pump parameters per NFPA 72. They are

- Fire pump running
- Power loss
- Phase reversal

Automatic Sprinklers

Automatic sprinklers can minimize property damage and save lives. SimplexGrinnell’s comprehensive sprinkler system testing and inspection program is based on NFPA Codes 25 and 13, keeping a facility in compliance with insurance and fire codes. JCFP specialists will test and inspect the sprinkler system to detect problems and fully document the results – before failures affect safety. Our products include:

- Wet pipe sprinkler systems
- Dry pipe sprinkler systems
- Standard Response Spray Sprinklers
- Quick Response Sprinklers
- Extended Coverage Sprinklers
- Recessed Sprinklers
- Special Purpose Sprinklers
- Residential Sprinklers
- High-Pressure Sprinklers



Standard Response Sprinklers are Designed for use in Essentially all Applications Including Office Buildings, Libraries, Banks, Theaters, Factories, and Warehouses.

Special-Hazard Fire Suppression Systems

Special-Hazard Fire Suppression Systems protect the key assets and resources that make a business successful. From computer rooms to fuel-pump islands, rare documents to manufacturing equipment, SimplexGrinnell

experts test all elements of special-hazard fire suppression systems and recommend maintenance and improvements.

Clean-Agent Fire Suppression Systems

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

Carbon Dioxide Fire Suppression Systems

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

Detection & Control Equipment

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

Kitchen Fire Suppression Systems

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

Over 1,000 times a day, fires ignite in commercial kitchens. The failure of a suppression system to operate properly will prove very costly. With today's high-temperature appliances using oil and solid fuels, it's essential that kitchen fire suppression systems stay in good operating condition.

JCFP provides kitchen’s fire suppression and range hood system. From design through installation, our services reflect an understanding of each facility's special requirements. Our experienced personnel understand key deadlines must be met and we realize disruption must also be minimized.

Every JCFP system is uniquely designed and specified. Our personnel ensure each system minimizes risk and is designed to protect each kitchen’s occupants. Our designers use the most advanced procedures to define each detail of the total system. Each system is fully tested and approved prior to being turned over to our customers.

Our goal is to reduce our customer risk through education, state-of-the-art hardware, expert installation and ongoing service. This approach provides the best defense against kitchen fire loss.

Emergency Lights

JCFP will help make sure Emergency Lights work when they are needed. Our emergency lighting service goes far beyond the simple ‘Button test.’ We will thoroughly test and inspect the entire system to ensure proper operation. All JCFP tests and inspections are in accordance with NFPA 101 (Life Safety Codes). JCFP can help ensure compliance with safety codes and reduce the probability of injury while decreasing the risk of liability to property owners and employers.

Monitoring Services

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

JCFP can provide around the clock electronic monitoring for trouble and alarm conditions throughout each facility for hardware that supports dial-out functions. Every second, JCFP is actively monitoring many businesses throughout the United States, helping them reduce the risk of loss.

In the event of an alarm emergency, the JCFP Central Monitoring Station will notify agencies / individuals chosen by our customers. JCFP technicians continue to call the customer contact list until they successfully reach someone. JCFP 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.
- Identification of whether a smoke detector, air duct detector or heat detection alarm has been activated.

The center is staffed with rows of customer service representatives wearing headsets that carefully watch computer screens, and interpret information that can mean life or death to people thousands of miles away. If a fire or security event occurs, it triggers a sensor at the customer's site that activates an automatic phone dialer in an alarm control panel that, in turn, is pre-programmed to call the monitoring center.

When the call is completed through the public switched telephone network, the alarm control panel sends an alarm message to the central station for processing and response. Calls received this way show up as status lines on the center's workstation screens. Each status line is keyed to a database of information that includes the emergency contact information. An operator need only click on a contact name and number to dial out to warn customers and contact personnel.

Nurse Call Systems

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

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

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

Infant Tagging

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

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



For example, a tamper alarm is activated when a signal from the tag is received, indicating it has been tampered with or removed. Tamper alarms are reported to the System Console via the communications network and the System Console displays alarms with a flashing red icon and an alphanumeric description of the patient's identity and photo.

Wandering Resident

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

Wandering residents and patients can be a challenge in today's busy Nursing Homes, Care Centers and Assisted Living Facilities. With the increasing focus on quality of life and person-centered care planning, providers are seeking ways to reduce the use of restraints and medications. In addition to providing dignity, mobility, and a safe environment to wandering residents and patients, the AllGuard protection system provides staff members with more time to focus on resident and patient care.

AllGuard automatically contains potential wanderers by locking doors or holding elevators until either the wanderer leaves the alarm zone or a staff member intervenes. With one of the smallest, longest lasting, and waterproof wrist tags available in the market today, RoamAlert Plus provides maximum control of facility exit points while minimizing unnecessary staff interruption.

AllGuard uses modular components to not only suit JFK Memorial Hospital's budget, but also allow for easy growth and expansion. Individually customized for each facility, the AllGuard system allows each client to choose the options that fit their requirements.

Emergency Communication

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

This solution helps to guide people to safety during fire or other emergencies and warn potential victims of dangerous environmental conditions or security threats.

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

Safety and security will be optimum when warnings are understood and heard clearly from all locations so that people have enough time to follow planned responses.

Visual Communication

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

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



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

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

Personal Communication

JCFP offers personal communication technology that offers many benefits including:

- Improve response time in emergencies by ensuring instant delivery of important information in a consistent manner, minimizing loss of life, property damage, and financial impact
- Free up key personnel to perform critical tasks by automating manual, time-intensive processes
- Improve effectiveness by eliminating potential failure points due to human error
- Reduce miscommunications or misinformation with accurate, consistent messages
- Increase outreach through process efficiencies that enable more frequent communications
- Comply with legal communication-related regulations through real-time and historical reporting
- Plan ahead for various emergency situations—such as natural disasters, power outages, and pandemics—by setting up communication scenarios in advance.
- Manage the system easily and cost-effectively—no expensive hardware, software, updates, or maintenance with flexible data management options
- Feel confident with maximum data security through our Oracle/Linux platform and built-in redundancy at every level

Interior Communication

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

As JCFP has spearheaded these developments, we have paid careful attention to changing government regulations as well as an abundance of codes and standards. Our systems have been developed to meet all applicable industry codes and standards, thereby ensuring widespread applicability of our technology solutions. We are providing a comprehensive approach to the design, installation and enforcement of signal applications in alarm systems.

Campus Duress Alarms

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

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

A Leader in Higher Education

Universities face the challenge of providing students, faculty, and staff with appropriate access to facilities while maintaining the security of those individuals, university property, and the facilities themselves. When you consider the many changes in student course-loads and housing assignments, and faculty, staff and contractor access—manual key management, either digital or physical, is a daunting challenge on any campus.

Higher education customers will benefit from Johnson Controls' unsurpassed experience. Our talented, experienced, and dedicated engineering team has firsthand knowledge of the challenges and complexities of working in university setting and university laboratories.



We have proposed solutions and tailored an approach to engage stakeholders throughout the process to keep communication ongoing and effective, and produce better outcomes for the university that truly transform the way facilities function. We also are members of several professional associations in the higher education sector, such as NACUBO, AASHE, APPA, and others.

Helping Students Achieve and K-12 Districts Prosper

In any learning environment today, teachers can't teach and students can't learn if they don't feel safe. In the K-12 market, we put security and safety first by providing the most advanced security, fire safety, and access controls strategies.

Johnson Controls substantial degree of success with school districts is demonstrated by the fact that 90% of our education business is obtained from repeat and referred clients. This is real project experience; we know how to design, install, maintain, and verify projects in a K-12 environment. Our local teams have the national support of engineers, subject matter experts, installation managers, and safety program managers, all with extensive K-12 experience.

Johnson Controls can positively impact our K-12 customers by delivering innovative business solutions to promote a safe and healthy environment for students, teachers, and staff.



Local and State Government Experience

The Johnson Controls State Government Solutions team is dedicated to developing and managing state government projects exclusively. We also have State Government support teams constantly looking at new and different ways of providing solutions and services to meet the requirements, needs, and goals of state government agencies. This approach creates innovation and smart solutions to overcome political, management and technical challenges that state agencies faces today.

Johnson Controls offers a range of services and solutions and deep experience in helping states address these complex challenges. Our team is comprised of professionals that have extensive experience working with state agencies, including departments of administration, transportation, corrections, health, military affairs, and others.

Our State Government team applies best practices from one project to the next, which maximizes the effectiveness of our projects and generates more for state agencies. Each agency is unique in its structure, and diverse in its duties to the state and taxpayers. However, a common denominator between agencies is the ever-present set of internal and external political pressures that demand high quality work and accountability in all that they do.

State government TIPS members will benefit from our experience through:

- *Replicating successful programs from previous projects*
- *Innovative alternative financing mechanisms and grant services to help with state budget concerns*
- *Ongoing involvement in legislative policy and political issues, including relationships with State Energy Office reps and associations*

OpenBlue - The Blueprint of the Future is here

Johnson Controls OpenBlue is a complete suite of connected solutions that serves industries from workplaces to schools, hospitals to campuses and more. This platform includes tailored, AI-infused service solutions such as remote diagnostics, predictive maintenance, compliance monitoring, advanced risk assessments and more. A dynamic new space from Johnson Controls, OpenBlue is how buildings come alive.



Johnson Controls RFP Response to The Interlocal Purchasing System (TIPS)

RFP 210204 Fire Safety and Security Solutions

March 19, 2021

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5757 North Green Bay Ave P.O. Box 591
Milwaukee, WI 53201



The Interlocal Purchasing System (TIPS)
Region 8 Education Service Center
4845 US Hwy. 271 North
Pittsburg, Texas 75686

Dear TIPS Selection Committee,

TIPS members are well aware that the infrastructure and services required to meet the unprecedented demands of public facilities have been on the rise, while available funding has been heading in the opposite direction.

The last thing TIPS members need to worry about is the facilities that make their mission possible. That is where Johnson Controls can step in to help. On September 1, 2016 Johnson Controls completed the merger with Tyco International to become the world's largest security and fire technologies provider. As the world leader in Fire Safety and Security Solutions, we provide many solutions and services that can help TIPS members secure their facilities and ensure the safety of their employees, visitors, and the public.

Johnson Controls can support TIPS members nationwide. We have over 140 branch locations nationwide, including 10 branch offices in Texas.

Johnson Controls has supported **over** 20 TIPS customers through our current and recent contract awards. Because we view ourselves as partners with our customers, we provide them with more than a set of technological upgrades based on our own equipment. Instead, we provide them with options for improving their facilities that enable them to choose the combination of improvements that makes the most sense for their organization. In doing so, we leverage existing technological investments to the largest extent possible.

We thank you in advance for giving us the opportunity to be considered for this opportunity, and we look forward to working with TIPS members on future projects.

Sincerely,

A handwritten signature in black ink, appearing to read 'Thomas Staves', written over a light grey horizontal line.

Thomas Staves

Cooperative Program Manager

Thomas.Staves@jci.com

1-414-524-6937

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Executive Summary

By selecting Johnson Controls, Inc. (Johnson Controls), TIPS members can engage an Original Equipment Manufacturer (OEM) that can provide a single point of contact and accountability for all of their Fire Safety and Security Solution needs. Factory-trained Johnson Controls employees operate out of a nationwide branch network that ensures expert local service in every market in North America. This level of local expertise will help TIPS members ensure that their project produces the expected results and the highest return on investment.

Unparalleled Experience

By selecting Johnson Controls, Inc. (Johnson Controls), TIPS members will engage an industry leader that can realize ensure a high-performance project that is designed, implemented, commissioned, and serviced by reliable experts that have successfully performed similar projects for other K-12, higher-education, state, and local government bodies.

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

We offer our customers the reliability and financial stability of a Fortune Global 500 company with over 121,000 employees. Our sales for fiscal year 2017 totaled \$30 billion. Our financial muscle is balanced by a strong code of ethics. For ten years in a row, Johnson Controls was named one of the “World’s Most Ethical Companies” by the Ethisphere Institute. Corporate Responsibility Magazine has also recognized Johnson Controls as the #14 company in its annual "100 Best Corporate Citizens" list.

Our long history and proven capabilities illustrate that we can perform all phases of any project and provide TIPS member entities with best value through a coordinated set of impactful solutions, equipment upgrades, equipment maintenance and service, security audits, or any combination of service that they require.

We Are Where You Are

Although Johnson Controls has a large national and international footprint, we understand the importance of having a local presence in the communities we serve.



We can assure the effective operation of all building safety systems.

One phone call can safeguard security, communication, fire and life safety systems.

Our extensive branch network is 100% company owned and operated, which enables us to share resources, expertise, innovations, and our corporate values throughout the entire branch network. This enables all of our branch employees to benefit from the experience and lessons learned on projects we perform across the nation and around the world. We operate one of the largest service networks in the industry, it guarantees a fast, effective response.

By investing in local branch locations, we enable local decision-making authority that makes it easier to respond to the needs of customers in a timely manner. Our investment also helps support the communities where we live and work.

Flexibility and Consistency

TIPS members can benefit from our established and uniform development and implementation approaches that provide a consistent level of service and expedited delivery. We will apply the same management approach at a small-town school district, as we will for a world-renowned University or large state customer with highly dispersed facilities. This ensures that each project meets our standards of quality, safety, and maximum return on investment for our customers.

With the large number of resources available to our teams, we are able to provide projects with additional staff to meet aggressive deadlines. Additionally, our ability to streamline the development, procurement, and implementation processes ensures faster upgrades of facilities so our customers will realize savings sooner.

Safety

At Johnson Controls, we realize safety is just as important to you as it is to us. From onsite field employees to corporate offices, safety is built into all the services we provide.

Compared to the industry averages for Total Recordable Injury Rate (TRIR) and Lost Time Injury Rate (LTIR), Johnson Controls is leading the way in safety. In fact, our current safety record surpasses the published future safety goals of most industrial leaders.

Commitment to Diversity

For any project we undertake, we endeavor to maximize participation from minority-owned and Historically Underutilized Businesses (HUBs). This is an increasingly important goal for many of our customers, and benefits Johnson Controls by expanding our pool of available talent in each marketplace.

Johnson Controls is committed to being a leader in supplier diversity. By incorporating certified minority-owned suppliers, as well as small or disadvantaged businesses, into our customer solutions, we economically equip entire communities and gain a competitive advantage. We have more than 700 diverse suppliers representing more than 50 product and service categories. Approximately 7% of Johnson Controls' outside purchases are made with diverse suppliers and contractors with minority purchases making up approximately 80% of the spend. The remaining external purchases are from woman-owned firms and firms designated by government agencies as small or disadvantaged businesses

Because of these efforts, Johnson Controls has joined the elite Billion Dollar Roundtable, an organization comprised of only 24 U.S. corporations that spend more than \$1 billion annually with minority- and women-owned businesses.

Pricing

For Johnson Controls products and services, we offer Discount Off Catalog pricing. For Johnson Controls Fire Protection(JCFP), and Johnson Controls Security Solutions(JCSS), all installations and products are offered as Cost Plus. Service work through JCFP and JCSS are offered as Discount Off Catalog.

Due to the custom nature of our product offerings, we use a software application to generate our costs in lieu of price lists. Customers will receive an itemized catalog price list for their particular project. In this way, our prices and discounts are completely transparent to the customer. This pricing method ensures that TIPS members receive the latest pricing. We structure the pricing for all cooperative contracts the same way to ensure consistency in our contracts.

For estimating, our teams mainly use Nx Gen for Service work and the Projects Development Tool for larger scale projects. These are the tools we have used for some time and have used previously with TIPS and TIPS customers. Johnson Controls is willing to engage TIPS in an approval process for these tools if necessary.

Conclusion

TIPS members can ensure the success of their projects by selecting an experienced firm with a local presence and a long record of accomplishment in K-12, higher education, and state and local government projects. As the world leader in Fire Safety and Security Solutions, we are uniquely well positioned to partner with TIPS members on their projects because we can provide a single source of accountability for any project. Whether your project is a simple equipment upgrade, an overhaul of your systems, a planned service agreement, emergency service, or any combination of services or products, TIPS members will get the same reliable service, high-performance, and attention to detail without regard to the size of your project.