

# TIPS VENDOR AGREEMENT

Between \_\_\_\_\_ and  
(Company Name)

## THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

## RFP 180101 Comprehensive HVAC Solutions and Services

### 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 addendums to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.

# Terms and Conditions

## 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.

## 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 to TIPS Members. Vendors shall respond to such requests within one (1) working day after receipt of the request. Vendor shall provide training regarding products and services supplied by the Vendor unless otherwise clearly stated in writing at the time of purchase. (Unless training is a line item sold or packaged and must be purchased with product.)

## Agreements

**All Agreements and agreements** between Vendors and TIPS Members, unless otherwise agreed by the parties, shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised for the jurisdiction of the TIPS Member.

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

## Tax exempt status

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter:(1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States;(4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309. Most TIPS Members are tax exempt and the related laws of the jurisdiction of the TIPS Member shall apply.

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## **Assignments of Agreements**

No assignment of Agreement may be made without the prior written approval of TIPS. Payment can only be made to the awarded Vendor or vendor assigned dealer.

## **Disclosures**

1. Vendor affirms that he/she 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.
2. 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 Members in the TIPS program.
3. 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.

## **Renewal of Agreements**

The Agreement with TIPS is for one (2) year with an option for renewal for additional two (2) consecutive year. Total term of Agreement can be up to the number of years provided in the solicitation or as limited by statute. The option renewal year one shall be automatically renewed unless either party objects or terminates the agreement as provided herein at **"Termination for Convenience"**.

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 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 or executed Agreement 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 ordered products within a commercially reasonable time after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and the requesting entity as to why the product has not shipped and shall provide an estimated

shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

### **Invoices**

The awarded vendor shall submit invoices or payment requests to the TIPS Member participating entity clearly stating "Per TIPS Agreement # xxxxxxxx. Each invoice or pay request shall include the TIPS Member's purchase order number or other identifying designation as provided in the order 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. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS and the TIPS Member.

### **Payments**

The TIPS Member will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice or in compliance with applicable statute, whichever is the lessor time or as otherwise provided by an agreement of the parties.

### **Pricing**

The Vendor agrees to provide pricing to TIPS and its participating governmental entities that is at least equal to the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the Agreement. 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**

Vendor or vendor assigned dealer Agreements to pay the participation fee for all Agreement sales to TIPS on a monthly scheduled report. Vendor must login to the TIPS database and use the "Submission Report" section to report sales. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement. Failure to pay the participation fee will result in termination of Agreement. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.



**Indemnity**

Johnson Controls limits its indemnity obligations to instances where Johnson Controls' acts or omissions are negligent or constitute willful misconduct. Johnson Controls shall indemnify TIPS, TIPS Member(s), officers and employees, from any and all damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of third party claims, demands, or suits for bodily injury (including death) or damage to tangible property to the extent arising directly out of the negligence or intentional misconduct of the Vendor or its employees or agents. Johnson Controls will not indemnify another party for its own negligence, and should not be liable for claims or losses to the extent of the third party's contributory negligence."

**Multiple Vendor Awards**

TIPS reserves the right to award multiple vendor Agreements per Texas Government Code §2269 for categories when deemed in the best interest of the TIPS Membership. Bidders scoring the solicitation's specified minimum score or above will be considered for an award. Categories are established at the discretion of TIPS.

**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 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 48 hours of receipt of order.

**Termination for Convenience**

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty-day written notice. Termination for convenience is required under Federal Regulations

2 CFR part 200. All purchase orders presented to 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 written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686.

### **TIPS Member Purchasing Procedures**

Purchase orders or their equal are issued by participating TIPS Member to the awarded vendor indicating on the PO "Agreement Number". Order is 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.
- Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS to report monthly).

### **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.

In response to submitted supplemental Vendor Agreement documents, TIPS will review proposed vendor Agreement documents. Vendor's Agreement document shall not become part of TIPS's Agreement with vendor unless and until an authorized representative of TIPS reviews and approves it. TIPS does not require a review a TIPS Member's Job Order contract AIA version or other construction contract, but may, if requested by the 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 fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Agreement. TIPS reserves the right to stop work and/or cancel Agreement of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

### **Novation**

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. TIPS reserves the right to accept or reject any new party. A simple change of name agreement will not change the Agreement obligations of awarded vendor.

**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. 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 or service agreements that were entered into between Vendor and 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. 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. 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.

**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 will not require that a 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 Agreement.

**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) will 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.

### **Support Requirements**

If there is a dispute between the awarded vendor and TIPS Member, TIPS or its representatives will assist 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.

### **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.

### **NEW STATUTORY REQUIREMENT EFFECTIVE SEPTEMBER 1, 2017.**

You certify that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement. Texas governmental entities are prohibited from doing business with companies that fail to certify to this condition as required by Texas Government Code Sec. 2270.

You certify that your 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 85<sup>th</sup> 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 85<sup>th</sup> 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.

## Special Terms and Conditions

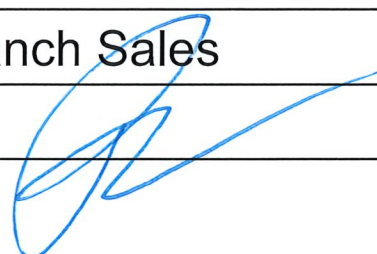
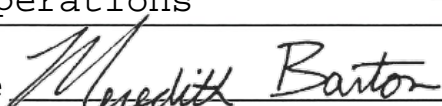

It is the intent of TIPS to award to reliable, high performance vendors to supply products and services to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually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

- **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 24 business hours 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 and not through 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.
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**Page 12 of 12 will be the TIPS Vendor Agreement Signature Page**

# TIPS Vendor Agreement Signature Form

RCSP 180101 Comprehensive HVAC Solutions and Services  
Part 2 installation and construction on site considered a Public Work (JOC)

Company Name Johnson Controls, Inc.  
Address 5757 North Green Bay Avenue, P.O. Box 591  
City Milwaukee State WI Zip 53201  
Phone (414) 524-1200 Fax (414) 524-2007  
Email of Authorized Representative Brandon.L.Jackson@jci.com  
Name of Authorized Representative Brandon Jackson  
Title Vice President of Branch Sales  
Signature of Authorized Representative   
Date 1/24/18  
TIPS Authorized Representative Name Meredith Barton  
Title Vice-President of Operations  
TIPS Authorized Representative Signature   
Approved by ESC Region 8   
Date 3/26/18



# The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Mr. David Mabe Vice-President of Construction	Address	Region VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	david.mabe@tips-usa.com			Contact
Phone	+1 (903) 243-4759			
Fax	+1 (866) 749-6674	Contact	Kristie Collins, Contracts Compliance Specialist	Department Building
Bid Number	180101 Addendum 2			Floor/Room
Title	Comprehensive HVAC Solutions and Services (Two Part)	Department Building		Telephone
Bid Type	RFP			Fax
Issue Date	1/4/2018 08:03 AM (CT)	Floor/Room		Email
Close Date	2/16/2018 03:00:00 PM (CT)	Telephone	+1 (866) 839-8477	
		Fax	+1 (866) 839-8472	
		Email	bids@tips-usa.com	

## Supplier Information

Company Johnson Controls, Inc.  
Address 10600 Colonel Glenn Road  
Suite 200  
Little Rock, AR 72204

Contact  
Department  
Building  
Floor/Room  
Telephone (866) 630-6791  
Fax  
Email  
Submitted 2/16/2018 01:29:44 PM (CT)  
Total \$0.00

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

Signature Andrew Pergande

Email Andrew.Pergande@jci.com

## Supplier Notes

## Bid Notes

This is a Two-Part Solicitation

## Bid Activities

## Bid Messages

## Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	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.	No
2	Yes - No	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 <a href="https://comptroller.texas.gov/purchasing/vendor/hub/">https://comptroller.texas.gov/purchasing/vendor/hub/</a> or in a HUBZone as defined by the US Small Business Administration at <a href="https://www.sba.gov/offices/headquarters/ohp">https://www.sba.gov/offices/headquarters/ohp</a> Proof of one or both may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
3	Yes - No	The Vendor can provide services and/or products to all 50 US States?	Yes
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	We provide services in all 50 states.
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 security systems. We have been involved in more than 500 renewable energy projects including solar, wind and geothermal technologies. Our solutions have reduced carbon dioxide emissions by 16 million metric tons and generated savings of \$7.5 billion since 2000. Many of the world's largest companies rely on us to manage 1.5 billion square feet of their commercial real estate. For additional information, please visit <a href="http://www.johnsoncontrols.com">www.johnsoncontrols.com</a> . 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	Andrew Pergande
7	Primary Contact Title	Primary Contact Title	Group Purchasing Organization Manager
8	Primary Contact Email	Primary Contact Email	Andrew.Pergande@jci.com

9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	1-414-524-6937
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	N/A
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	1-414-708-6722
12	Secondary Contact Name	Secondary Contact Name	Thomas Staves
13	Secondary Contact Title	Secondary Contact Title	Sales Manager
14	Secondary Contact Email	Secondary Contact Email	thomas.staves@jci.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	1-443-676-8813
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	N/A
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	N/A
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Andrew Pergande
19	Admin Fee Contact Email	Admin Fee Contact Email	Andrew.Pergande@jci.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	1-414-524-6937
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Andrew Pergande
22	Purchase Order Contact Email	Purchase Order Contact Email	Andrew.Pergande@jci.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	1-414-524-6937
24	Company Website	Company Website (Format - www.company.com)	www.johnsoncontrols.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	39-0380010
26	Primary Address	Primary Address	5757 North Green Bay Avenue P. O. Box 591
27	Primary Address City	Primary Address City	Milwaukee
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	Wisconsin
29	Primary Address Zip	Primary Address Zip	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>	<p>HVAC, HVAC-R, Heating Ventilation and Air Conditioning, Refrigeration, maintenance, preventative maintenance, emergency service, remote monitoring, chillers, energy optimization, controls, building automation system, planned service agreement, recommissioning, air handling unit, mechanical service, security services, operations and maintenance, facility audit, remote services, 24-hour service, off-site monitoring, boilers, rooftop equipment, cooling towers, energy monitoring, chiller plant, central plant, refrigerant, indoor air quality, mechanical analysis, variable speed drive, remote system diagnostics, vibration testing, direct digital controls, fume hoods, automatic temperature controls, remote system operations, Johnson Controls, York, energy management</p>
31	Yes - No	<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. 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>	Yes
32	Yes - No	<p>Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner:</p> <p>(A) has its principal place of business in Texas;</p> <p>OR</p> <p>(B) employs at least 500 persons in Texas?</p>	Yes
33	Company Residence (City)	Vendor's principal place of business is in the city of?	Milwaukee
34	Company Residence (State)	Vendor's principal place of business is in the state of?	Wisconsin

35	Felony Conviction Notice:	<p>(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document:</p> <p>(Questions 36 - 37) Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034.</p> <p>Following is an example of a felony conviction notice:</p> <p>State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district or ESC 8/TIPS must give advance notice to the district or ESC 8/TIPS if the person or an owner or operator of the business entity has been convicted of a felony.</p> <p>The notice must include a general description of the conduct resulting in the conviction of a felony."</p> <p>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."</p>	(No Response Required)
36	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	Yes
37	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony?	No
38	If your firm is owned or operated by the following individual(s) who has/have been convicted of a felony:	Please provide details of the conviction. This is not necessarily a disqualifying factor and the details of the conviction determines the eligibility. Providing false or misleading information about the conviction is illegal.	N/A
39	Pricing Information:	Pricing information section. (Questions 39 - 43)	(No Response Required)
40	Discount Offered	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 RFP document), website, store or shelf pricing? This 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%.	5%
41	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 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.	(No Response Required)
42	Yes - No	Vendor agrees to remit to TIPS the required administration fee?	Yes
		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.	
43	Yes - No	Do you offer additional discounts to TIPS members for large order quantities or large scope of work?	No

44	Start Time	Average start time after receipt of customer order is ____ working days?	15
45	Years Experience	Company years experience in this category?	117
46	Resellers:	<p>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, the awarded vendor of TIPS.</p> <p>EXAMPLE: Walmart is a reseller of Samsung Electronics. If Samsung were a TIPS awarded vendor, then Samsung would list Walmart as a reseller.</p> <p>(If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.</p>	No
47	Prices are guaranteed for?	Vendor agrees to honor the pricing discount off regular catalog (as defined in the RFP document), website, store or shelf pricing for the term of the award?	YES
48	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?	Yes
49	NON-COLLUSIVE BIDDING CERTIFICATE	<p>By submission of this bid or proposal, the Bidder certifies that:</p> <p>1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;</p> <p>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;</p> <p>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;</p> <p>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.</p>	(No Response Required)

50	Texas HB 89- Texas Government code §2270 compliance	<p>Texas 2017 House Bill 89 has been signed into law by the governor and as of September 1, 2017 will become law codified as Texas Government Code § 2270 and 808 et seq.</p> <p>The relevant section addressed by this form reads as follows:  Texas Government Code Sec. 2270.002. PROVISION REQUIRED IN CONTRACT. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.</p> <p>I verify by my "YES" response to this attribute that, as a company submitting a proposal to this solicitation, that I am authorized to respond for the company and affirm that the company (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future. I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that TIPS will be notified in writing by email to TIPS@TIPS-USA.com within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall result in a "no award" determination by TIPS and if a contract exists with TIPS, be grounds for immediate contract termination without penalty to TIPS and Education Service Center Region 8.  <b>FAILURE TO RESPOND "YES" WILL RESULT IN NO CONSIDERATION OF YOUR PROPOSAL.</b>  I swear and affirm that the above is true and correct by a "YES" response.</p>	YES
51	CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ	<p>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, Richard Powell, 4845 US Highway 271 North, Pittsburg, Texas 75686</p> <p>You may find the Blank CIQ form on our website at:</p> <p>Copy and Paste the following link into a new browser or tab:  <a href="https://www.tips-usa.com/assets/documents/docs/CIQ.pdf">https://www.tips-usa.com/assets/documents/docs/CIQ.pdf</a></p> <p>Do you have any conflicts under this statutory requirement?</p>	No
52	Filing of Form CIQ	If yes (above), have you filed a form CIQ as directed here?	
53	Regulatory Standing	<p>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.</p>	Yes
54	Regulatory Standing	Regulatory Standing explanation of no answer on previous question.	N/A

55 Antitrust Certification Statements (Tex.  
Government Code § 2155.005)

By submission of this bid or proposal, the Bidder certifies (No Response Required)  
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.



## Instructions for Certification:

(No Response Required)

1. By agreeing to the Attribute question #56, 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.

57 Suspension or Debarment Certification

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 governmentwide 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.

Yes

By submitting this offer and certifying this section, this bidder:  
Certifies that no suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

58 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, audiotope, 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](mailto: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.

Yes

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.

- |    |  |   |                        |
|----|--|---|------------------------|
| 59 | 2 CFR PART 200 Contract Provisions Explanation | <p>Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:</p> <p>The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.</p> <p>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.</p> <p>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.</p>   | (No Response Required) |
| 60 | 2 CFR PART 200 Contracts                       | <p>Contracts for more than the simplified acquisition threshold currently set at \$150,000, 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.</p> <p>Does vendor agree?</p>   | Yes                    |
| 61 | 2 CFR PART 200 Termination                     | <p>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)</p> <p>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.</p> <p>Does vendor agree?</p> | Yes                    |

62	2 CFR PART 200 Clean Air Act	Yes
63	<p>2 CFR PART 200 Byrd Anti-Lobbying Amendment</p> <p>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 \$150,000 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?</p> <p>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?</p>	Yes
64	<p>2 CFR PART 200 Federal Rule</p> <p>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 \$100,000) 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 \$100,000, 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?</p>	Yes

65	2 CFR PART 200 Procurement of Recovered Materials	<p>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.</p> <p>Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?</p>	Yes
66	Indemnification	<p>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."</p> <p>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?</p>	Yes

67 Remedies	<p>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 must 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.</p> <p>Do you agree to these terms?</p>	Yes, I Agree
68 Remedies Explanation of No Answer		
69 Choice of Law	<p>This agreement and any addenda or other additions and all contracts or awards 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.</p> <p>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?</p>	Yes
70 Jurisdiction and Service of Process	<p>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 clauses in contracts with TIPS members may be determined by the parties.</p>	Yes

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?

71 Alternative Dispute Resolution

Prior to filing of litigation, the parties may select non-binding mediation as a method of conflict resolution for issues arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction. The parties agree that if nonbinding mediation is chosen as a resolution process, the parties must agree to the chosen mediator(s) and that all mediation venue shall be at a location in Camp or Titus, County, Texas agreed by the parties. The parties agree to share equally the cost of the mediation process and venue cost.  
Do you agree to these terms?

Yes, I Agree

72 Alternative Dispute Resolution Explanation of No Answer

73 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?

Yes, I Agree

74 Infringement(s) Explanation of No Answer

75 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?

No

76 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.

77 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.

Yes

78 Payment Terms and Funding Out Clause

Payment Terms:

Yes

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?

79 Insurance and Fingerprint Requirements Information

Insurance

(No Response Required)

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



<p>80 Texas Education Code Chapter 22 Contractor Certification for Contractor Employees</p>	<p>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.</p> <p>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:</p> <p>(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.</p> <p>I certify that:</p> <p>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.</p> <p>OR</p> <p>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:</p> <p>(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.</p>	<p>None</p>
<p>81 Solicitation Deviation/Compliance</p>	<p>Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?</p>	<p>Yes</p>

- |    |  |   |
|----|--|---|
| 82 | Solicitation Exceptions/Deviations Explanation | <p>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.</p> <p>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.</p> <p>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.</p> |
| 83 | Agreement Deviation/Compliance                 | <p>Does the vendor agree with the language in the Vendor Agreement?</p> <p style="text-align: right;">No</p>  |

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.

In the PRICING section of the Vendor Agreement Form, Johnson Controls would like to add the following pricing language, which is consistent with our previous TIPS awards and our standard pricing for cooperatives. Johnson Controls offers Discount Off Catalog pricing. 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. Additionally, we agree to offer the same pricing as we do other cooperative purchasing customers, as long as the pricing methodology requested by the cooperative is the same. This preferred pricing is only attributed to the master agreement, individual task orders awarded under the master are not to be considered. Preferred Pricing is based on Johnson Controls HVAC domain only.

Johnson Controls limits its indemnity obligations to instances where Johnson Controls' acts or omissions are negligent or constitute willful misconduct. Johnson Controls shall indemnify TIPS, TIPS Member(s), officers and employees, from any and all damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of third party claims, demands, or suits for bodily injury (including death) or damage to tangible property to the extent arising directly out of the negligence or intentional misconduct of the Vendor or its employees or agents. Johnson Controls will not indemnify another party for its own negligence, and should not be liable for claims or losses to the extent of the third party's contributory negligence.

If selected, we would welcome the opportunity to enter into good faith negotiations with a view towards agreeing upon mutually acceptable contract terms.

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

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. (No Response Required)

Line Items		
Response Total:		\$0.00

## 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.**

You may provide more than three (3) references.

[illegible]

## 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.

**Johnson Controls, Inc.**

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

Name/Address of Organization

Brandon Jackson, Vice President of Branch Sales

Name/Title of Submitting Official

Signature

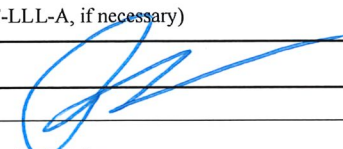
1/24/18

Date

**Disclosure of Lobbying Activities**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See next page for public burden disclosure.)

Approved by OMB  
0348-0046

<b>1. Type of Federal Action:</b> <input checked="" type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input checked="" type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b> JOHNSON CONTROLS, INC. 3737 N. GREEN BAY AVE, MILWAU, WI 53110 <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  Congressional District, if known?		<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b> N/A  Congressional District, if known:
<b>6. Federal Department / Agency:</b> N/A		<b>7. Federal Program Name / Description:</b> N/A CFDA Number, if applicable:
<b>8. Federal Action Number, if known:</b> N/A		<b>9. Award Amount, if known:</b> \$ N/A
<b>10. a. Name and Address of Lobbying Entity</b> (if individual, last name, first name, MI): N/A  (attach Continuation Sheet(s) SF-LLL-A, if necessary)		<b>b. Individuals Performing Services</b> (including address if different from No. 10a)(last name, first name, MI): N/A
<b>11. Amount of Payment (check all that apply):</b> \$ N/A <input type="checkbox"/> actual <input type="checkbox"/> planned	<b>13. Type of Payment (check all that apply):</b> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify:	
<b>12. Form of Payment (check all that apply)</b> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____	<b>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11:</b>  (attach Continuation Sheet(s) SF-LLL-A, if necessary)	
<b>15. Continuation Sheet(s) SF-LLL-A attached:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
<b>16. Information requested through this form is authorized by article 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>		<b>Signature:</b>  <b>Print Name:</b> Brandon Jackson <b>Title:</b> Vice President of Branch Sales <b>Telephone No:</b> 1-414-524-708 <b>Date:</b> 1/24/2018
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form - LLL



FELONY CONVICTION NOTICE

FOR RESPONSE TO TIPS SOLICITATION

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034. Following is an example of a felony conviction notice:

State of Texas Legislative Senate Bill No. 1, 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."

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

**Complete only one of the three below: A or B or C.**

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Official: Brandon Jackson  
Print Authorized Company Official's Name

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

Signature of Authorized Company Official: 

**OR**

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

Signature of Authorized Company Official: \_\_\_\_\_

**OR**

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): \_\_\_\_\_

Details of Conviction(s): \_\_\_\_\_

You may attach another sheet

Signature of Authorized Company Official: \_\_\_\_\_

**CERTIFICATION BY CORPORATE OFFERER**

**IF OFFERER IS A CORPORATION,**  
**THE FOLLOWING CERTIFICATE SHOULD BE EXECUTED AND INCLUDED AS PART OF**  
**PROPOSAL FORM/PROPOSAL FORM.**

OFFERER: Johnson Controls, Inc.  
(Name of Corporation)

I, Matthew R.A. Heiman certify that I am the Secretary of the Corporation  
(Name of Corporate Secretary)

named as OFFERER herein above; that

Brandon Jackson  
(Name of person who completed proposal document)

who signed the foregoing proposal on behalf of the corporation offerer is the authorized person that is acting as

Vice President of Branch Sales  
(Title/Position of person signing proposal/offer document within the corporation)

of the said Corporation; that said proposal/offer was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.



CORPORATE SEAL if available

Matthew R.A. Heiman  
SIGNATURE

January 17, 2018  
DATE

**Federal Requirements for Procurement and Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.**

The Education Service Center Region 8 and TIPS Members anticipate possibly using federal funds for procurement under this potential award and is required to obtain the following compliance assurance.

**1. Will you be subcontracting any of your work under this award if you are successful?** (Circle one)

☒ YES or NO ☐

**2. If yes, do you agree to comply with the following federal requirements?** (Circle one)

☒ YES or NO ☐

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.

Company Name Johnson Controls, Inc.

Print name of authorized representative Brandon Jackson

Signature of authorized representative \_\_\_\_\_

Date 1/24/2018

## Texas Government Code 2270 Verification Form

Texas 2017 House Bill 89 has been signed into law by the governor and as of September 1, 2017 will become law codified as Texas Government Code § 2270 and 808 et seq.

The relevant section addressed by this form reads as follows:

Texas Government Code Sec. 2270.002. PROVISION REQUIRED IN CONTRACT. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

I, Brandon Jackson as an authorized representative of

Johnson Controls, Inc., a contractor/vendor

engaged by

ESC Region 8/The Interlocal Purchasing System (TIPS)  
4845 Highway 271 North  
Pittsburg, TX, 75686

verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future. I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

AND

our company is not listed on and we do not do business with companies that are on the 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.

  
\_\_\_\_\_  
Signature of Named Authorized Company Representative

1/24/2018

\_\_\_\_\_  
Date



**Required Federal contract provisions of Federal Regulations for Construction Contracts  
for contracts with TIPS OR 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 TIPS OR TIPS MEMBERS is the subgrantee or Subrecipient by definition. The Rules 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

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.

**(D) 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 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 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.

Pursuant to Federal Rule (D) above, when federal funds are expended by TIPS OR TIPS MEMBERS, during the term of an award for all contracts and subgrants for construction or repair, when Federal Funds are expended, by the TIPS OR TIPS MEMBERS resulting for this procurement process the vendor will be in compliance with all provisions listed or referenced therein.

Does vendor agree? YES  Initial of Authorized Company Official

**(E) 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

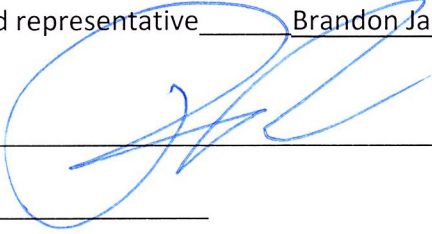
required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess 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 Federal Rule above, when federal funds are expended by TIPS or TIPS Members, the proposer certifies that during the term of an award by the TIPS OR TIPS MEMBERS resulting from this procurement process for construction contracts awarded by grantees and subgrantees the proposer agrees to be in compliance with all requirements listed or referenced therein.

Does vendor agree? YES  Initial of Authorized Company Official

Company Name Johnson Controls, Inc.

Print name of authorized representative Brandon Jackson

Signature of authorized representative 

Date 1/24/2018



RFP 180101 Comprehensive HVAC Solutions and Services

FAILURE TO PROPERLY COMPLETE THIS FORM AND SUBMIT WITH YOUR RESPONSE MAY RESULT IN A WAIVER OF YOUR RIGHTS UNDER THE LAW TO MAINTAIN CONFIDENTIALITY TREATMENT OF SUBMITTED MATERIALS.

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS 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 Tex Gov't Code or other law(s), **you must make 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 the confidential information in the submitted proposal as well, the copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the District receives a Public Information Request.) Education Service Center Region 8 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. Pricing of solicited product or service may be deemed as public information under Chapter 552 Tex Gov't Code. The Office of Texas Attorney General shall make the final determination whether the information held by Education Service Center Region 8 and TIPS is confidential and exempt from public disclosure.

If you claim that parts of your proposal are confidential, complete the top section below.

**I DO NOT 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. 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:

Johnson Controls, Inc.

Name of company claiming confidential status of material

Brandon Jackson

Printed Name and Title of authorized company officer claiming confidential status of material

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

Address

City State ZIP Phone

ATTACHED ARE COPIES OF \_\_\_\_\_ PAGES OF CONFIDENTIAL MATERIAL FROM OUR PROPOSAL

Signature \_\_\_\_\_ Date 1/24/2018

**If you do not claim any of your proposal to be confidential, complete the section below only.**

**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.

Johnson Controls, Inc.

Name of company expressly waiving confidential status of material

Brandon Jackson, Director of Branch Sales

Printed Name and Title of authorized company officer expressly waiving confidential status of material

Milwaukee, WI 53201 414-524-1200 5757 Green Bay Avenue, PO Box 591

Address

City State ZIP Phone

Signature \_\_\_\_\_ Date 1/24/2018



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

February 5, 2018

**RE: Johnson Controls, Inc.**

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 \$150,000,000 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

Patricia O'Connell, Attorney-in-Fact

A handwritten signature in black ink, appearing to read "Patricia O'Connell", written over a horizontal line.

Liberty Mutual Insurance Company - Class XV - A

**Member of Liberty Mutual Group**



**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

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.

5277016

Certificate No. \_\_\_\_\_

American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Liberty Mutual Insurance Company  
Peerless Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of Ohio, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, that Peerless Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, 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, **ROSALIE A. MORESCO, PATRICIA O'CONNELL, FRANCIS M. MCGARRY, ANN MARIE TNERINO, JEAN O'BRIEN, MARTIN J. LYONS, JEANNETTE PORRINI, STACY RIVERA,**.....

all of the city of NEW YORK, state of NEW YORK 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 28th day of MARCH, 2012.



American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
Peerless Insurance Company  
West American Insurance Company

By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss  
COUNTY OF KING

On this 28th day of MARCH, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, Peerless Insurance 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 Seattle, Washington, on the day and year first above written.



By: KD Riley  
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless 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 Gregory W. Davenport, Assistant Secretary to appoint such attorney-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, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which 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 5th day of February, 2018.



By: David M. Carey  
David M. Carey, Assistant Secretary

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

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

## Typical Warranty Terms

The following sample text shows our standard warranty for HVAC systems and service. 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?	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. If the change is less expensive, we will refund the difference to the customer. If the change is more expensive, we implement the change with a formal Change Order.



# HUB Subcontracting Plan (HSP)

## QUICK CHECKLIST

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

- If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:
  - Section 1 - Respondent and Requisition Information
  - Section 2 a. - Yes, I will be subcontracting portions of the contract
  - Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors
  - Section 2 c. - Yes
  - Section 4 - Affirmation
  - GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you have a continuous contract in place for five (5) years or less meets or exceeds the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:
  - Section 1 - Respondent and Requisition Information
  - Section 2 a. - Yes, I will be subcontracting portions of the contract
  - Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors
  - Section 2 c. - No
  - Section 2 d. - Yes
  - Section 4 - Affirmation
  - GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you have a continuous contract in place for five (5) years or less does not meet or exceed the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:
  - Section 1 - Respondent and Requisition Information
  - Section 2 a. - Yes, I will be subcontracting portions of the contract
  - Section 2 b. - List all the portions of work you will subcontract, and indicated the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors
  - Section 2 c. - No
  - Section 2 d. - No
  - Section 4 - Affirmation
  - GFE Method B (Attachment B) - Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.
- If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources, complete:
  - Section 1 - Respondent and Requisition Information
  - Section 2 a. - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources
  - Section 3 - Self Performing Justification
  - Section 4 - Affirmation

**\*Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.



# HUB Subcontracting Plan (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

**NOTE:** Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- **11.2 percent for heavy construction other than building contracts,**
- **21.1 percent for all building construction, including general contractors and operative builders' contracts,**
- **32.9 percent for all special trade construction contracts,**
- **23.7 percent for professional services contracts,**
- **26.0 percent for all other services contracts, and**
- **21.1 percent for commodities contracts.**

**- - Agency Special Instructions/Additional Requirements - -**

In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only contracts that have been in place for five years or less shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.

## **SECTION-1: RESPONDENT AND REQUISITION INFORM**

- a. Respondent (Company) Name: \_\_\_\_\_ State of Texas VID #: \_\_\_\_\_  
Point of Contact: \_\_\_\_\_ Phone #: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_ Fax #: \_\_\_\_\_
- b. Is your company a State of Texas certified HUB? ☐ - Yes ☐ - No
- c. Requisition #: \_\_\_\_\_ Bid Open Date: \_\_\_\_\_  
(mm/dd/yyyy)

Enter your company's name here: \_\_\_\_\_

Requisition #: \_\_\_\_\_

**SECTION-2: SUBCONTRACTING INTENTIONS RESPONDENT**

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, including goods and services, will be subcontracted. Note: In accordance with 34 TAC §20.11., an "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

- ☐ - *Yes*, I will be subcontracting portions of the contract. (If *Yes*, complete Item b, of this SECTION and continue to Item c of this SECTION.)  
☐ - *No*, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources. (If *No*, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract</u> * in place for <u>five (5) years or less</u> .	Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract</u> * in place for <u>more than five (5) years</u> .	Percentage of the contract expected to be subcontracted to non-HUBs.
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <http://window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>.)

c. Check the appropriate box (Yes or No) that indicates whether you will be using only Texas certified HUBs to perform all of the subcontracting opportunities you listed in SECTION 2, Item b.

- *Yes* (If *Yes*, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)  
- *No* (If *No*, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract with Texas certified HUBs with which you have a continuous contract\* in place with for five (5) years or less meets or exceeds the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements".

- *Yes* (If *Yes*, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)  
- *No* (If *No*, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed.)

**\*Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here: \_\_\_\_\_

Requisition #: \_\_\_\_\_

**SECTION-2: SUBCONTRACTING INTENTIONS RESPONDENT (CONTINUATION SHEET)**

- a. This page can be used as a continuation sheet to the HSP Form's page 2, Section 2, Item b. Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract</u> * in place for <u>five (5) years or less</u> .	Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract</u> * in place for <u>more than five (5) years</u> .	Percentage of the contract expected to be subcontracted to non-HUBs.
16		%	%	%
17		%	%	%
18		%	%	%
19		%	%	%
20		%	%	%
21		%	%	%
22		%	%	%
23		%	%	%
24		%	%	%
25		%	%	%
26		%	%	%
27		%	%	%
28		%	%	%
29		%	%	%
30		%	%	%
31		%	%	%
32		%	%	%
33		%	%	%
34		%	%	%
35		%	%	%
36		%	%	%
37		%	%	%
38		%	%	%
39		%	%	%
40		%	%	%
41		%	%	%
42		%	%	%
43		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

*\*Continuous Contract: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.*



Enter your company's name here: Johnson Controls, IncRequisition #: 180101**SECTION-3: SELF PERFORMING JUSTIFICATION** (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4)

Check the appropriate box (Yes or No) that indicates whether your response/proposal contains an explanation demonstrating how your company will fulfill the entire contract with its own resources.

- ☐ - **Yes** (If **Yes**, in the space provided below list the specific page(s)/section(s) of your proposal which explains how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)
- ☐ - **No** (If **No**, in the space provided below explain how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)

**SECTION-4: AFFIRMATION**

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

Signature

**Brandon Jackson**

Printed Name

Vice President of Branch Sales

Title

**1/24/2018**Date  
(mm/dd/yyyy)**Reminder:**

- If you responded "Yes" to SECTION 2, Items c or d, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "No" SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.



**IMPORTANT:** If you responded “Yes” to SECTION 2, Items c or d of the completed HSP form, you must submit a completed “HSP Good Faith Effort - Method A (Attachment A)” for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-qfe-achm-a.pdf>.

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

List the subcontractor(s) you selected to perform the subcontracting opportunity you listed above in SECTION A-1. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB

**REMINDER:** As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

# HSP Good Faith Effort - Method B (Attachment B)

Rev. 10/14

Enter your company's name here: \_\_\_\_\_ Requisition #: \_\_\_\_\_

**IMPORTANT:** If you responded "Yes" to SECTION 2, Items c or d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf>.

## SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: \_\_\_\_\_ Description: \_\_\_\_\_

## SECTION B-2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

- Yes (If *Yes*, to continue to SECTION B-4.)

- No / Not Applicable (If *No* or *Not Applicable*, continue to SECTION B-3 and SECTION B-4.)

## SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you **MUST** comply with items a, b, c and d, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

- Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to your submitting your bid response to the contracting agency. When searching for Texas certified HUBs, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) and Historically Underutilized Business (HUB) Search directory located at <http://mycpa.state.tx.us/tpasscblsearch/index.jsp>. HUB Status code "A" signifies that the company is a Texas certified HUB.
- List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Vendor ID (VID) number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	VID Number	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
			- Yes - No
			- Yes - No
			- Yes - No

- Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/>.

- List two (2) trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
		- Yes - No
		- Yes - No

# HSP Good Faith Effort - Method B (Attachment B) Cont.

Enter your company's name here: \_\_\_\_\_ Requisition #: \_\_\_\_\_

## SECTION B-4: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

- a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: \_\_\_\_\_ Description: \_\_\_\_\_

- b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in SECTION B-1. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

Company Name	Texas certified HUB	VID Number (Required if Texas certified HUB)	Approximate Dollar Amount	Expected Percentage of Contract
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%

- c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

**REMINDER:** As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.



In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in Section B has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in Section C, Item 2, reply no later than the date and time identified in Section C, Item 1. Submit your response to the point-of-contact referenced in Section A.

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

Point-of-Contact: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

State of Texas VID #: \_\_\_\_\_  
Phone #: \_\_\_\_\_  
Fax #: \_\_\_\_\_

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

Point-of-Contact: \_\_\_\_\_ Phone #: \_\_\_\_\_

Requisition #: \_\_\_\_\_ Bid Open Date: \_\_\_\_\_  
(mm/dd/yyyy)

If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2, we must receive your bid response no later than  on  .

(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)

## 2. Subcontracting Opportunity Scope of Work:

### 3. Required Qualifications:

- Not Applicable

#### 4. Bonding/Insurance Requirements:

- Not Applicable

5. Location to review plans/specifications:

- Not Applicable



SMARTER, SAFER, MORE SUSTAINABLE  
BUILDINGS AND CITIES.





# TAKE ADVANTAGE OF A BROADER RANGE OF CAPABILITIES.

Johnson Controls now provides a wider spectrum of innovative products, expert installation and services, and systems integration to help improve operational and energy outcomes for customers worldwide.



## HVAC EQUIPMENT

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

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

## SECURITY

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

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

## CONTROLS

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

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

## FIRE, LIFE-SAFETY & HAZARD PROTECTION

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

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

## **OPTIMIZATION & RETROFIT SERVICES**

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

- Central chiller plant optimization
- Clean energy assessments
- Energy performance contracts
- Energy retrofits
- Equipment financing
- Healthcare environment optimization
- Public/private partnerships
- Technology refresh services
- Turnkey upgrades and retrofits

## **LIGHTING CONTROLS & RETROFIT**

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

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

## **ENERGY STORAGE**

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

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

## **RETAIL SOLUTIONS**

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

- Loss Prevention
- Inventory Intelligence
- Traffic Insights

## **OPERATIONAL INTELLIGENCE & LOSS PREVENTION**

Helps minimize costs, maximize operational performance and enhance return on investment in security programs with business intelligence solutions.

- Information management solutions
- Real-time location systems (RTLS) for asset management
- Video and traffic analytics

## **BUILDING SERVICES & PARTS**

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

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

## **BUILDING AUTOMATION SYSTEMS**

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

- Metasys® building automation system
- Metasys Enterprise Optimization applications

## **AIR SYSTEMS**

Use efficient air flow building-wide to create healthy, comfortable and visually appealing environments that increase work productivity and occupant satisfaction.

- Air handling units
- Air measuring
- Chilled beams
- Dampers
- EcoAdvance™ HVAC load reduction (HLR) module
- Energy recovery ventilators
- Fan and blower
- Fans
- Filtration
- Grilles and diffusers
- Heating coils and cooling coils
- Louvers
- Under floor air distribution
- Unit ventilators
- Variable air volume (VAV) terminals
- Variable speed drives

## **BUILDING WIDE SYSTEMS INTEGRATION**

Construct a smarter building by converging building, business/IT and specialty systems on an intelligent infrastructure. Let us streamline the process to measurably improve initial and lifecycle costs, enhance function, ensure connectivity and create an innovative, optimized, sustainable environment.



## MEET THE WORLD LEADER IN **INTEGRATED BUILDING TECHNOLOGY AND ENERGY STORAGE.**

### **Bringing you the best of Johnson Controls.**

More comprehensive products, technologies and services.

More innovation and efficiency over the life of a facility.

More holistic, integrated solutions to help make buildings, campuses and cities increasingly safe, smart and sustainable.



# DISCOVER COMPLETE, CONNECTED SOLUTIONS TO HELP

## BUILDING SYSTEMS, SERVICES & SOLUTIONS

### SERVICES & SOLUTIONS



#### MAINTENANCE & REPAIR SERVICES

With 418 locations and more than 12,000 highly skilled technicians across North America, we help facilities perform at optimum levels, extend asset life, reduce repair costs, and realize energy savings.



#### BUILDING WIDE SYSTEMS INTEGRATION (BWSI)

We integrate building systems (HVAC, BAS, security), business systems (finance, IT, communications) and specialty systems (nurse call, distance learning, scheduling) onto a unified, intelligent infrastructure.



#### TECHNOLOGY CONTRACTING™

We are responsible for managing design, integration, installation and service of all technology. Along with innovative partners, we reduce risk, minimize change orders and meet budgets and deadlines.



#### ENERGY SOLUTIONS

We assess facilities and design a plan to prioritize repairs, upgrade equipment, reduce energy use and improve overall efficiency. Use tomorrow's energy savings to pay for today's upgrades.

### OPTIMIZATION



#### CENTRAL PLANT OPTIMIZATION (CPO 10 / CPO 30)

CPO 10 uses standardized software in *Metasys* to leverage ASHRAE standards, best practices & equipment data to save 5-15% in energy.

CPO 30 uses engineered software to save 15-20% in energy (up to 60% when retrofitting), with real-time analytics to assure performance.



#### DEMAND RESPONSE

Optimize building energy usage to reduce load during key periods of high prices, high demand charges and electric grid events to maximize electric bill savings and incentive payments from grid and utility based programs.



#### HEALTHCARE ENVIRONMENT OPTIMIZATION

Optimize the operating room and improve the patient care environment by linking building automation with surgical scheduling.



#### METASYS ENTERPRISE OPTIMIZATION

Simplify data collection from a variety of building systems to provide a single, integrated view of building and system performance.

## CHILLED WATER SYSTEMS

### YORK® WATER-COOLED CHILLERS



#### ELECTRIC

**SCROLL (YCWL)** • 50–200 tons  
HFC-410A refrigerant



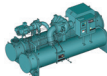
**VARIABLE-SPEED SCREW (YVWA)** • 125–300 tons  
HFC-134a refrigerant



**MAGNETIC BEARING VARIABLE SPEED CENTRIFUGAL (YMC²)** • 165–1,000 tons  
Permanent magnet motor, HFC-134a refrigerant



**VARIABLE SPEED CENTRIFUGAL (YK)** • 250–3,000 tons  
HFC-134a refrigerant



**CENTRIFUGAL WITH ECONOMIZER (YK-EP)** • 2,500–3,500 tons  
Variable-speed drive, HFC-134a refrigerant



**CENTRIFUGAL (YD)** • 1,500–6,000 tons  
Smallest footprint per cooling ton, HFC-134a refrigerant, VSD



**COMPOUND CENTRIFUGAL (CYK)** • 300–2,500 tons  
High-head, HFC-134a refrigerant



#### CUSTOM-DESIGNED CENTRIFUGAL (OM) • 3,000–5,500 tons

Electric-motor, steam-turbine or gas-engine drive, HFC-134a refrigerant



#### THERMALLY DRIVEN

**STEAM-TURBINE DRIVEN CENTRIFUGAL (YST)** • 700–2,800 tons  
HFC-134a refrigerant



**SINGLE-STAGE ABSORPTION (YIA)** • 120–1,380 tons  
Low-pressure-steam or hot-water driven, water refrigerant



**TWO-STAGE ABSORPTION (YPC)** • 200–700 tons  
Gas, oil, or high-pressure-steam driven, water refrigerant

### YORK AIR-COOLED CHILLERS



**SCROLL (YCAL & YLAA)** • 15–175 tons  
HFC-410A refrigerant



**HEAT PUMP SCROLL (YLPA)** • 1,390–2,040 MBH  
HFC-410A refrigerant, chiller duty also available (115–170 tons)



**VARIABLE-SPEED SCREW (YVAA/YCIV/YCAV)** • 150–500 tons  
HFC-134a refrigerant, free cooling options available

## DUCTLESS & VRF SYSTEMS

### YORK VARIABLE REFRIGERANT FLOW (VRF) SYSTEMS



#### OUTDOOR UNITS • 6–30 tons

Both heat recovery and heat pump types, air cooled condensing units with inverter scroll compressors; up to 29.5 SCHE and 25.2 IEER



#### INDOOR UNITS • 0.5–4 tons

Fan coil units in multiple styles (concealed, wall mount, ceiling cassette); ducted and non-ducted; sensor options

### YORK MINI-SPLIT SYSTEMS



#### SINGLE ZONE • 0.75–4 tons

A single condensing unit paired with a single wall mount indoor unit. Multiple styles, capacities, operating ranges and efficiency ratings. Wi-Fi capable; Energy Star® rated.



#### MULTI ZONE • 1.5–3.5 tons

Single condensing unit with 2–5 indoor units per system. Multiple styles, capacities, operating ranges and efficiency ratings. Wi-Fi capable; Energy Star rated.

# DO YOU INCREASE COMFORT, SECURITY AND EFFICIENCY

IONS

## METASYS® BUILDING AUTOMATION SYSTEMS



### NETWORK SERVERS, ENGINES & CONTROLLERS

Intuitive, mobile-optimized user interface. Adapts legacy and proprietary systems to current open system architecture. Support of IT standards and technologies.



### WIRELESS COMPONENTS

Field buses and room environment sensing systems designed with the latest wireless technologies.



### VALVES, ACTUATORS & DAMPERS

Global product family, broad selection, easy installation.



### SENSORS, THERMOSTATS & AIRFLOW MEASURING SYSTEM

Temperature, humidity and CO<sub>2</sub> sensors including analog, network, wireless and pneumatic-to-digital.



### VARIABLE-SPEED DRIVES • 1-250 HP

Open, enclosed and bypass drives, optional factory mounting.

## ENERGY STORAGE



### L1000 IN-BUILDING DISTRIBUTED ENERGY STORAGE SYSTEM

The benefits of advanced battery technology and in-depth building expertise in a small, flexible footprint. Configurable storage capacity in increments of 43 and 65 kWh.



### L2000 MODULAR DISTRIBUTED ENERGY STORAGE SYSTEM

Scalable system builds on proven design and environmental controls to ensure economical, reliable performance. Storage capacity configured in 500kWh increments.

## LIGHTING



### LED RETROFIT KITS

- Utilize existing housing and lens
- Utilize existing housing with updated lens/look



### AREA AND STREET LIGHTS

- New fixtures to replace existing HID fixtures

## AIR SYSTEMS

### YORK AIR HANDLING UNITS, COILS & FANS



### AIR HANDLING UNITS (SOLUTION™) • 2,000-120,000 CFM

Indoor and outdoor, 2" foam double-wall panels with external frame, variable aspect, flexible factory-packaged controls



### CUSTOM AIR HANDLING UNITS • 2,000-200,000 CFM

Indoor and outdoor, 2", 3" or 4" foam double-wall panels with integral frame, full thermal break options, fully customizable



**COILS** • Maximum 96" Finned Height and 168" Finned Length  
Hot water, chilled water, glycol, steam, refrigerant, aluminum or copper fins, special coatings available



### BLOWER COILS • 800-4,000 CFM

Small air handling and large fan coil applications; various configurations



### FANS • 75-100,000+ CFM

Commercial and industrial supply and exhaust fans

### UNDERFLOOR AIR DISTRIBUTION (UFAD) SYSTEMS



### UNDERFLOOR TERMINAL UNITS • 15-1,500 CFM

VAV or manual diffusers, linear trough, UFAD fan powered terminal units, underfloor chilled beams

### CHILLED BEAMS



**OVERHEAD CHILLED BEAMS** • Up to 1,700 BTU/h and 40 CFM per LF • Active and passive chilled beam products available in 2 - 10 foot lengths

### TERMINAL UNITS



### FAN-COIL UNITS • 250-2,000 CFM

Exposed and concealed, horizontal and vertical, vertical stack, variable cabinet sizing, direct-drive, flexible factory-packaged controls



### UNIT VENTILATORS • 500-2,000 CFM

Horizontal and vertical units, flexible factory-packaged controls



### VAV TERMINAL BOXES • 75-8,000 CFM

Single or dual-duct, series or parallel fan-powered, flexible factory-packaged controls, water and electric heat options

## PACKAGED & SPLIT DX SYSTEMS



### PACKAGED ROOFTOP UNITS • 2-150 tons

VAV and single-zone VAV applications, direct replacement options



### DEDICATED OUTSIDE AIR SYSTEMS (DOAS) • 50-100%

outside air • High efficiency DX, energy recovery wheel and hot gas reheat options



### COMMERCIAL SPLIT SYSTEMS • 1.5-50 tons

Cooling only or heat pump outdoor units with matching cooling only, heat pump or electric heat indoor air handling units



### WATER SOURCE HEAT PUMPS • 0.5-30 tons

Vertical and horizontal (standard, high and premium efficiency), console, vertical stacked (high and premium efficiency), geothermal capable



### REVERSIBLE CHILLERS • 2-50 tons

Water-to-water heat pumps, (2-5 tons & 10-50 tons), modular application, geothermal capable



### WATER-COOLED SELF-CONTAINED UNITS • 5-105 tons

Indoor, VAV application (> 8 tons), various heating options



### AIR-COOLED SELF-CONTAINED UNITS • 2-25 tons

Indoor, VAV application (> 8 tons), rooftop alternative for dense building landscapes



### AIR-COOLED CONDENSERS & FLUID COOLERS • 65-2,890

MBH Water or glycol, multiple refrigerant options

### ENERGY RECOVERY SYSTEMS



### ENERGY RECOVERY VENTILATORS (ERV) • 200-12,000 CFM

Energy efficient ventilation including many heating and cooling options



### HVAC LOAD REDUCTION UNITS (HLR) • Replaces up to 4,000

CFM of OA • ASHRAE 62.1 compliant product, up to 80% reduction in outside air replacement

# INTEGRATED SECURITY & FIRE, LIFE-SAFETY PROTECTION

## FIRE HAZARD PROTECTION



### FIRE DETECTION AND ALARM

Flexible, reliable, cost-effective and highly scalable systems that can grow and expand as buildings change.



### WATER FIRE SUPPRESSION

High-performance sprinkler, deluge & water mist systems.



### SPECIAL HAZARD FIRE SUPPRESSION

Foam, clean agent and inert gas systems provide unique answers to unique challenges.



### MASS NOTIFICATION SYSTEMS

Customizable, multi-tiered technology helps improve situational awareness and response time.



### MECHANICAL PRODUCTS

Cost-effective grooved piping solutions for a full range of fire, mechanical, HVAC and industrial applications.



### GAS AND FLAME DETECTION

Advanced sensor technology for multiple flame and toxic gas detection.

## LIFE-SAFETY AND PERSONAL PROTECTION



### RESPIRATORY PROTECTION SYSTEMS

Supplied air respirators, cylinders, air purifying respirators (APR), and many more solutions that address broad hazardous and industrial applications.



### THERMAL IMAGING PRODUCTS

NFPA compliant technology offers comprehensive capabilities to maximize situational awareness.



### PERSONAL PROTECTIVE EQUIPMENT

Innovative, industry specific equipment for first responders, firefighters, law enforcement, military and industrial personnel.



### COMPRESSORS

Vertical and horizontal units are designed as free standing modules.



### COMMUNICATION SYSTEMS

Robust person-to-person communications, advanced audio and wireless technologies, and two-way radio interoperability.

## INTEGRATED SECURITY



### SECURITY, FIRE & LIFE-SAFETY INTEGRATION

We are a security integrator with a vast product ecosystem specializing in the design, installation and service of security and life-safety solutions for the most complex, mission critical environments.



### SECURITY MANAGEMENT SYSTEM (P2000)

Open security management platform with integrated access control, embedded video management and industry-wide third-party integrations.



### ACCESS CONTROL / BIOMETRICS

Access control readers, doors, gates and devices help control, track and manage access to any facility.



### INTRUSION DETECTION

Solutions customized for each customer leveraging contact devices, motion and glass break detection, panic buttons, photo beam and much more.



### PERIMETER PROTECTION

Help achieve a more secure perimeter with ground based radar systems, video surveillance and monitored alarm systems.



### VIDEO SURVEILLANCE, VIDEO MANAGEMENT & STORAGE

Robust surveillance systems with video cameras, monitors, CCTV and remote management tools. Scalable, integrated solutions and advanced video analytics.



### SECURITY MONITORING

Fully redundant, UL®-listed Customer Care Centers provide 24/7/365 security monitoring.



### COMMAND & CONTROL

Physical security information management (PSIM) helps manage all integrated physical security from one streamlined interface.



### VEHICLE & GATE MANAGEMENT

K-rated fences and gates, pop-up vehicle barriers, traffic barricades and more to help protect against unauthorized people, vehicles, explosives and other threats.



### DURESS & NOTIFICATION SYSTEMS

Broadcast critical messages quickly, all from a simplified web-based interface.



### MANAGED SERVICES

Managed video, access control, mobile management, video guard and cloud-based video connected across a variety of platforms to help maintain secured environments in real-time.

## RETAIL SOLUTIONS



### LOSS PREVENTION

Integrated solutions to help reduce theft and fraud. Key components include store front detection systems (EAS, RFID), tags and labels for products, and camera systems. Software and analytic solutions help efficiency and provide insight.



### INVENTORY INTELLIGENCE

TrueVue leverages item-level RFID-enabled technology enabling real-time item-level inventory visibility through the supply chain and into stores.



### TRAFFIC INSIGHTS

ShopperTrak provides insights into more than 40B shopper visits per year, including store perimeter traffic counts, interior shopper analytics, labor analytics and market intelligence dashboards to help retailers increase traffic, conversion rates and transaction size.

## OPERATIONAL INTELLIGENCE & ASSET PROTECTION



### VIDEO BASED ANALYTICS

Video analytics software, web-based video analytics, servers, video audits and more help to analyze the data that matters across many industries.



### REAL-TIME LOCATION SYSTEMS (RTLS)

Help keep staff and equipment safe with an RTLS that monitors equipment, medications, temperature sensitive products and staff



### INFORMATION MANAGEMENT SOLUTIONS

Integrate multiple systems from multiple vendors, across multiple locations to more effectively manage overall security.

## MAKING PROGRESS TOGETHER

Johnson Controls Building Technologies & Solutions partners with customers all over the world, in all market segments: education, healthcare, retail and commercial buildings, institutional and government facilities. We're thinking about your future, and the world's future, to create smarter, safer, more sustainable buildings for today and tomorrow. Our team delivers the technology and expertise that helps the world progress.

Let's talk about the connected building systems,  
services and solutions we offer to help you achieve your goals.

**Call today or learn more at: 844.722.1269**

Some of the renowned brands from Johnson Controls include:

**tyco**

 **YORK**®  **METASYS**®

 **Simplex**  **Grinnell**

**Sensormatic**®  **ShopperTrak** **TrueVUE**®

**exacq**  **ANSUL**® **DSC**®  **Visonic**

 **American Dynamics** **KANTECH** **SOFTWARE HOUSE**

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P.O. Box 423, Milwaukee, WI 53201  
Printed in USA  
MISC-939 LT1313-00 MC100-2016-008  
[www.johnsoncontrols.com](http://www.johnsoncontrols.com)



# Distributed Energy Storage System

## L1000 In-Building

Manage energy use, cut costs and provide backup power for a building, campus or enterprise with the L1000 In-Building Distributed Energy Storage System from Johnson Controls. We combine world-class battery technology, in-depth buildings expertise and intelligent controls to deliver the solution that performs best with your specific building systems.

Controls go beyond the battery to optimize whole-building performance and simplify participation in energy markets. Adaptive algorithms and premium battery composition help you realize the lowest total lifecycle cost.

As a global multi-industrial leader emphasizing manufacturing excellence, Johnson Controls is perfectly positioned to partner with you on state-of-the-art energy storage. Learn how you can store and distribute power off the grid with the L1000 small container solution.



### **Economic Value**

The system provides the ability to save money as well as participate in energy markets to deliver economic value to buildings.

### **Short-Term Energy Backup**

The system can be configured to provide short-term electrical backup to the facility while a generator is ramping.

### **Multiple Power Options**

The system output can be configured based upon customer needs from 50kW up to 250kW.

### **Modular Capacity Options**

The system capacity can be configured in increments of 43 and 65 kWh.

### **Metasys® Compatible**

The system integrates seamlessly into the *Metasys*® Building Automation System for local monitoring and control.

### **Remote System Monitoring**

Provides local and remote real-time monitoring, diagnostics and control of the energy storage system.

### **Small Footprint**

The system can be installed in any electrical room connected to the facility grid.

# Distributed Energy Storage System

L1000 In-Building

## Product Specifications

	BU-43	BU-65
Minimum Storage Capacity	43 kWh	65 kWh
Storage Capacity Increment	43 kWh	65 kWh
Power Rating	Dependent upon PCS	
Applications	Frequency Regulation, Peak Shaving, Load Shifting, Backup, Volt/Var Support	
DC Voltage	518 VDC	778 VDC
Seismic	Zone 4 (California)	
Market Interface	Johnson Controls	
Building Interface	Johnson Controls <i>Metasys</i> ®, ASHRAE BACnet	
Monitoring	Local and Remote	
Battery Cells	VL41M 41Ah Li-Ion Cylindrical Battery	
Certification	Pending	Pending
Expected Life	Up to 20 years*	
Dimensions (W x D x H)	37 x 23 x 74 in.	37 x 23 x 74 in.
Weight (lbs)	1950 lbs.	2600 lbs.

\*Actual may vary—dependent on environmental conditions and application. More details are available on our website: [www.johnsoncontrols.com/DES](http://www.johnsoncontrols.com/DES).

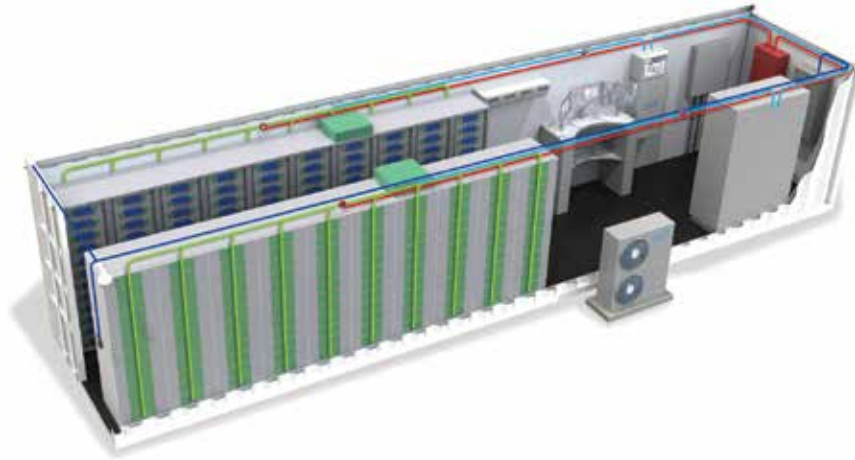
## Ordering Information

Battery Units	
BU-43	43 kWh Li-ion battery storage
BU-65	65 kWh Li-ion battery storage



# Distributed Energy Storage System

## L2000 Modular Container



Discover state-of-the-art distributed energy storage for utilities and large commercial customers. The L2000 Modular Container Distributed Energy Storage System from Johnson Controls draws on our world-class battery technology, facilities expertise and intelligent controls to handle multiple, concurrent applications. This scalable system can provide hours of high-energy output within a proven modular design, drawing on our decades of experience in modular data centers and chiller plants.

### Multiple Application Support

The system can be programmed to perform multiple, concurrent applications including transmission and distribution deferral, capacity, voltage support, renewable integration, frequency regulation, and other ancillary services.

### Multiple Power Options

The system output can be configured based upon customer needs from 500kW up to 2MW.

### Modular Capacity Options

System capacity can be configured based upon customer needs in 500kWh increments.

### Utility and Building Compatible

The system integrates seamlessly into the utility or building energy management system using standard protocols.

The result: an efficient, cost-effective solution that can be integrated into the energy control system of a utility, regional transmission organization or facility, at the lowest total lifecycle cost. As a global multi-industrial leader, we have the manufacturing excellence, innovation focus and customer insight to deliver leading-edge distributed energy storage products. Learn how the L2000 modular system brings new opportunities to regulate, store and distribute power.

### Remote System Monitoring

Provides local and remote real-time monitoring, diagnostics and control of the energy storage system.

### Separable Power Conversion

For customers with their own power conversion system, the battery units can be ordered separately.

### Modular Footprint

Batteries are housed in custom 20ft or 40ft containers to ISO shipping container dimensions.

# Distributed Energy Storage System

## L2000 Modular Container

### Product Specifications

<b>Minimum Storage Capacity</b>	500 kWh
<b>Storage Capacity Increment</b>	500 kWh
<b>Power Rating</b>	Dependent upon PCS
<b>Applications</b>	Transmission and Distribution Deferral, Capacity, Frequency Regulation, Voltage Support, Renewable Integration, and Other Ancillary Services
<b>DC Voltage</b>	778 VDC (nominal)
<b>AC Voltage</b>	Dependent upon PCS
<b>Seismic</b>	Zone 4 (California)
<b>Market Interface</b>	Johnson Controls
<b>Utility Interface</b>	DNP3
<b>Building Interface</b>	Johnson Controls <i>Metasys</i> ®, ASHRAE BACnet
<b>Monitoring</b>	Local and Remote
<b>Fire Alarm Detection</b>	Potter
<b>Fire Suppression</b>	Stat-X Aerosol
<b>HVAC</b>	18,000 BTU York
<b>Network Security</b>	SSL/X509
<b>Battery Cells</b>	VL41M, 41Ah Li-Ion Large Format Cylindrical
<b>Expected Life</b>	Up to 20 years*
<b>Dimensions (W x D x H)</b>	8 feet (2.438 m) x 20-feet (6.95 m) x 8 feet (2.438 m) 8 feet (2.438 m) x 40-feet (12.19 m) x 8 feet (2.438 m)
<b>Weight (lbs)</b>	PCS-500 = 3500 lbs., PCS-2000 = 7000 lbs., BU-1000 = 50,000 lbs.

\*Actual may vary—dependent on environmental conditions and application. More details are available on our website: [www.johnsoncontrols.com/DES](http://www.johnsoncontrols.com/DES).

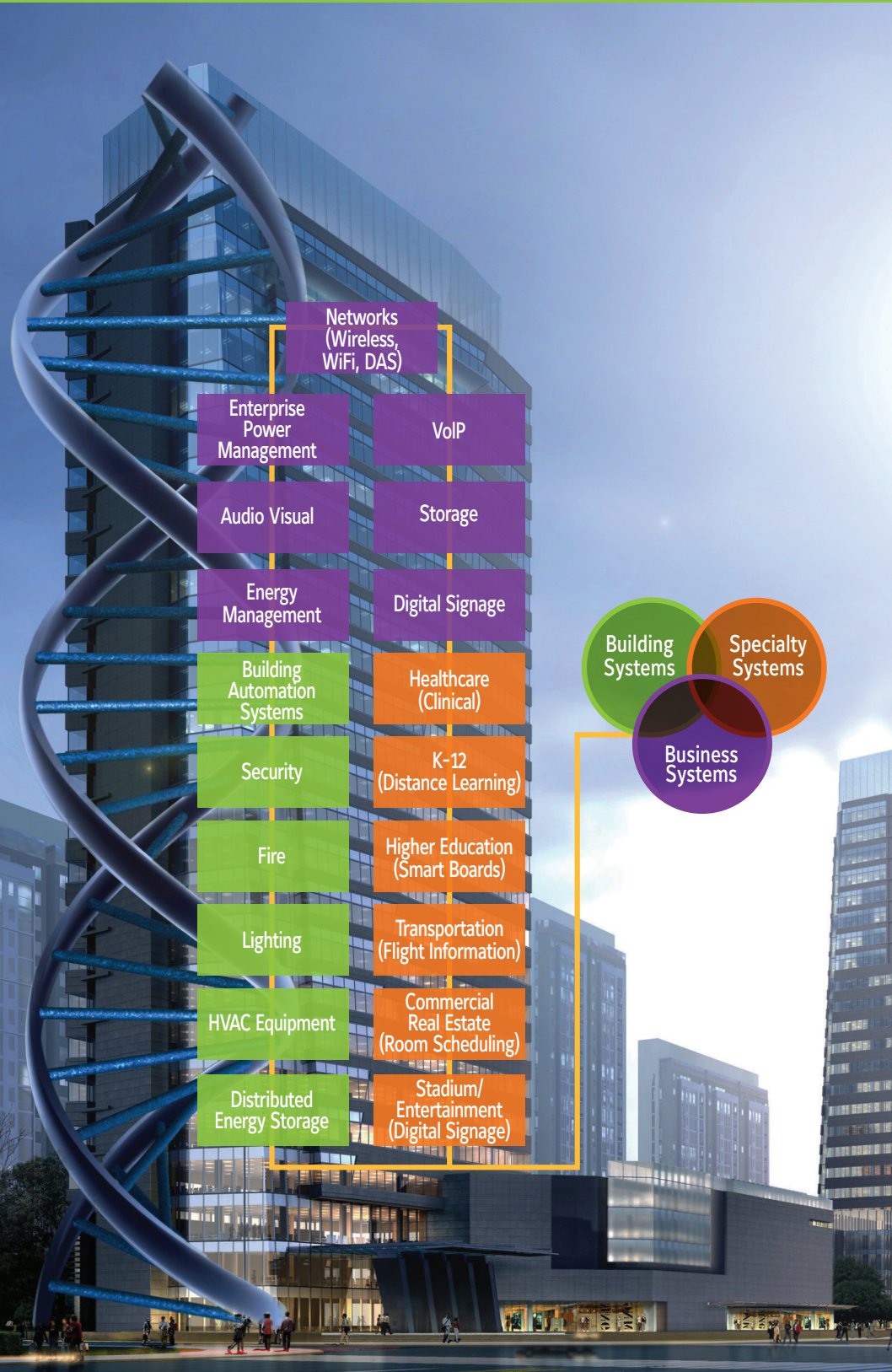
### Ordering Information

<b>Power Conditioning Systems</b>	
<b>PCS-500</b>	500 KW Inverter
<b>PCS-1000</b>	1 MW Inverter
<b>PCS-2000</b>	2 MW Inverter
<b>Battery Units</b>	
<b>BU-500</b>	500 kWh Li-ion battery storage with DNP3 / BACnet interface
<b>BU-1000</b>	1000 kWh Li-ion battery storage with DNP3 / BACnet interface
<b>BU-1500</b>	1500 kWh Li-ion battery storage with DNP3 / BACnet interface
<b>Remote Monitoring Units</b>	
<b>RMU-CELL</b>	4G LTE remote monitoring interface
<b>RMU-WIFI</b>	Wireless Internet monitoring interface
<b>RMU-ETH</b>	1G Ethernet interface



# WE ENGINEER GENIUS INTO A BUILDING'S DNA

Building Wide Systems Integration brings technologies together to create efficiencies for the life of your building.



## Building Wide Systems Integration

There's a better way to construct a smarter building. By leveraging convergence of building, business/IT and specialty systems from the beginning you can have a bigger impact on first and lifecycle costs and enhance the functional capabilities for your business. By simplifying and optimizing the process, you'll create an innovative, optimized, efficient and sustainable environment that delivers connected experiences for the people who work there.



### Intelligent Building Integration Framework

The Intelligent Building Integration Framework (IBIF) is our process for designing and implementing integrated systems. IBIF consists of a catalog of technologies and use cases across the building, business and specialty system domains. IBIF allows you to implement a proven set of technology designs to meet building and business needs.



### Technology Contracting

Save time, reduce risk and decrease construction and operating costs while ensuring that technology is deployed and integrated in an orderly manner with Johnson Controls as the single point of responsibility for technology implementation. Along with an innovative Partner Ecosystem, we provide critical continuity from start to finish. The result is an optimized, intelligent and secure infrastructure that delivers the outcomes you require.



### Design Assist

We'll collaborate with the design and construction teams at the earliest phase of the project to optimize the layout and integration of systems and technologies. In partnership with the design team, Johnson Controls makes recommendations for product selections that maximize the efficiency, integration, interoperability, and lifecycle service of technology systems. Moving these decisions to the earliest phase of the design process drives consensus, mitigates construction risk, results in fewer change orders during construction and systems installation, and delivers customer-defined outcomes.



### Partner Ecosystem

Our Partner Ecosystem of manufacturers, distributors and value added resellers brings proven, repeatable, best-in-class technologies to your project. This network of industry leaders has the experience, expertise and innovative services and solutions that meet energy, technology and operational objectives, while reducing cost and risk.



### Technology Navigation

This structured, interactive process allows you to quickly assess and prioritize technology needs and investments. Participants include a cross functional team from your enterprise, and the construction project team – architects, engineers and general contractor – as required. It results in a technology roadmap, process improvements and a direct path to addressing your most important needs with the most impact.



### Integration Hub

We test the interoperability of building, business and specialty systems to create the connected environment that meets energy, technology and operational objectives. The controlled test and development environment of the Integration Hub leverages the Metasys® building automation system platform to validate potential use cases, resulting in tested integrations and interoperability that functions more securely, reliably, scales based upon need, and positively impacts outcomes.



### Day 2 Services

After implementation, we resolve critical network issues via a combination of maintenance and warranty coverage for network equipment. We offer 24x7x365 customer support from the Johnson Controls Remote Operations Center (ROC). We'll proactively monitor your network to detect potential problems before they arise, troubleshoot and resolve problems remotely, or send a qualified technician onsite to fix, repair, or replace non-performing components.



### Technology Refresh

Update your IT infrastructure during a building retrofit to ensure the latest technology, intelligent infrastructure and bandwidth are in place to handle future innovation.

BUILDING WIDE SYSTEMS INTEGRATION  
POWERED BY BRAINS



# BUILDING WIDE SYSTEMS INTEGRATION

Bringing technologies together to create efficiencies for the life of your building.

## Building Systems & Equipment

Building Systems integrations are the key building blocks for creating a smart building and driving increased efficiency.

### HVAC Controls



### HVAC Equipment



### Building Management



### Air Systems



### Security



### Fire



## Business Systems

Business Systems integrations provide an avenue to create more complex, automated workflows that positively impact energy utilization, staff efficiency and overall project cost.

### Audio Visual



### Networks, Wi-Fi, DAS, GPOS



### VoIP



### Power Management



### Distributed Energy Storage



### Digital Signage



## Vertical Market Specialty Systems

Vertical Market Specialty Systems integrations combine the benefits of Building and Business Systems integrations with Vertical Market-specific Systems. Our vertical market expertise allows us to understand the unique opportunities, challenges, regulations and compliance issues within each market.

### Healthcare



- Clinician Mobile Communications
- Nurse Call
- RTLS, Patient Wandering, Infant Protection
- Patient Monitoring/Telemetry
- Patient Engagement Systems
- HEO

### Higher Education



- Command and Control Centers
- Visitor Management
- Conference Room Scheduling
- Office Hoteling
- Digital Signage
- Distributed Antenna Systems
- Parking Systems
- Point of Sale
- RTLS/Wayfinding

### K-12



- Command and Control Centers
- Visitor Management
- Digital Signage
- Distributed Antenna Systems
- Parking Systems
- Point of Sale
- RTLS/Wayfinding

### Transportation



- Ramp Service Management
- Baggage Handling System
- Flight Display System
- RTLS/Wayfinding
- Distributed Antenna Systems
- Parking Systems

### Stadiums & Entertainment



- Command Center Solutions
- Emergency Communications
- Video Analytics
- Broadcast/Production Systems
- Distributed Antenna Systems
- Scoreboards
- Fan Experience Applications
- Point of Sale
- RTLS/Wayfinding
- Kiosks

### Commercial Real Estate



- Command and Control Centers
- Visitor Management
- Conference Room Scheduling
- Office Hoteling
- Digital Signage
- Distributed Antenna Systems
- Parking Systems
- Point of Sale
- RTLS/Wayfinding

### Local Government



- Wireless VoIP
- Distributed Antenna Systems
- Shot Detection
- Solar LED Lighting
- Parking Systems
- In-car Police Video
- Public Wi-Fi

## CONVERGED TECHNOLOGY SOLUTIONS TO PRODUCE SMARTER BUILDINGS

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www.johnsoncontrols.com

Connected, safe, secure and sustainable buildings, campuses and cities.

### Maximum Value Delivered

- Systems that work Day 1
- Reduction in first and lifecycle costs
- Sustainability
- Serviceability of all systems
- Desired outcomes – today and in the future



# YOUR KEY TO OPTIMAL PERFORMANCE AND OPERATIONAL SAVINGS.

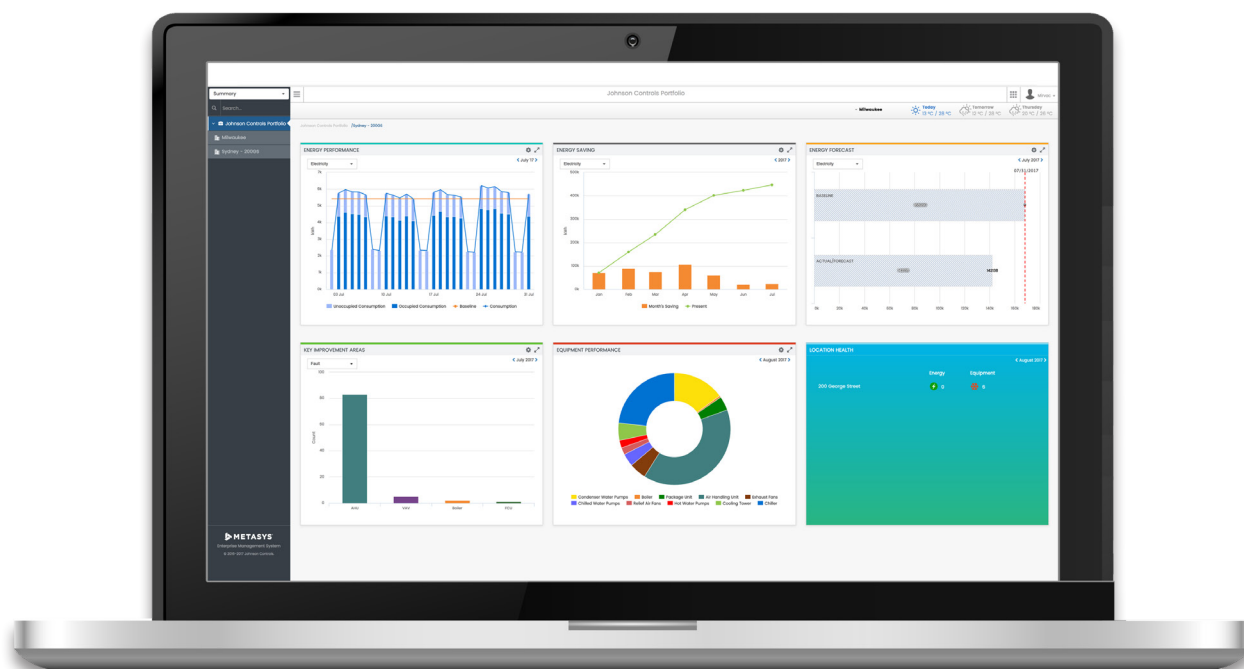
INTRODUCING THE NEW  
*METASYS*® ENTERPRISE MANAGEMENT

 **METASYS**®  
MASTER YOUR ENVIRONMENT





*Meet Metasys Enterprise Management.*



# Comprehensive Analytics. Cloud-Based Accessibility.

The new *Metasys* Enterprise Management by Johnson Controls is a comprehensive analytical platform with cloud-based versatility. One that proactively analyzes building data across your enterprise. Helps find opportunities for improved performance. Pinpoints inefficiencies to reduce energy costs. Quickly identifies and diagnoses equipment problems. And, more importantly, helps take corrective action.

Meet sustainability goals, stay compliant, and demonstrate how the investments you make in your building generously pay you back.

## CLOSING THE LOOP



### INFORMATION

*Metasys* Enterprise Management collects critical data from your BAS and turns it into powerful information you can use to make decisions about your energy and operations strategies.



### OPTIMIZATION

Powerful analytics identify the root cause of problems, yielding actionable information to easily take corrective action.



### VISUALIZATION

Dashboards present information in a simple, intuitive way to help you quickly identify problems.

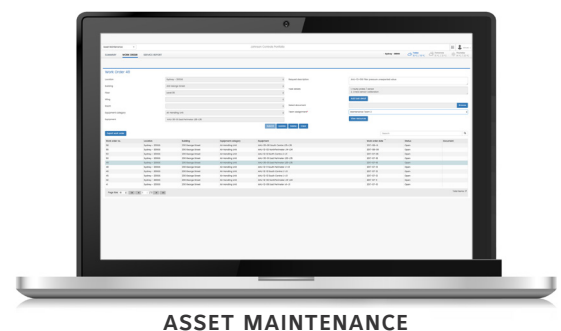
# Powerful Software, Optimized Performance.

The base *Metasys* Energy Management feature set gives you the power to optimize energy consumption and reduce demand. It consists of features that collect, analyze and display information for monitored physical and virtual meters in your facility. This includes Energy Fault Detection and Diagnostics for energy consumption monitoring, meter fault detection and performance monitoring.

Energy demand and consumption are aggregated and displayed with intuitive, out-of-the-box dashboards. Easy to understand summaries of dashboard data are created using the built-in automated reporting tool.

Add-on Equipment Management features give you the ability to monitor, troubleshoot and fix equipment problems, using data displayed in similarly intuitive, out-of-the-box dashboards. Equipment Fault Detection and Diagnostics allow users to easily pinpoint the root cause of issues like equipment problems. And then provide recommended actions so users can issue work orders to correct them. Then the Asset Maintenance feature provides out-of-the-box dashboards that assist with these work orders, service reports and maintenance KPIs. All of this is done from a single, easy-to-navigate platform.

The Kiosk feature provides a customizable, interactive display that uses energy data so customers can promote, inform and educate building stakeholders on building system performance, sustainability efforts and more.



# Minimal Configuration. Plus the Power of Cloud-Hosting.

---

Your new *Metasys* Enterprise Management system is easy to configure and use. Dashboards are user-friendly and operational right out of the box, with minimal configuration. Data sources, meters and equipment are mapped to the building spaces that they serve. Plus, *Metasys* Enterprise Management works with the *Metasys* Building Automation System and any other systems, devices and meters that support BACnet® IP communications.

A wide range of licensing options let you tailor the system to your organization's specific needs and budget. Because *Metasys* Enterprise Management is cloud-hosted, you will benefit from rapid deployment of features and enhancements and ensure you're receiving accelerated software releases.



# POWER TO MANAGE. POWER TO OPTIMIZE. POWER TO SAVE.

## METASYS® ENTERPRISE MANAGEMENT

The building systems that make up your portfolio are some of your most valuable assets. And the source of some of your biggest cost savings opportunities. *Metasys* Enterprise Management provides you the actionable insights to close the loop on building operations and realize these cost savings – all from a single platform.



To learn more about *Metasys* Enterprise Management contact your Johnson Controls representative at (844) 883-1291 or visit [www.johnsoncontrols.com/buildings/building-management/MEM](http://www.johnsoncontrols.com/buildings/building-management/MEM).







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

RFP 180101 Comprehensive HVAC Solutions and Service

***February 16, 2018***

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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. As leaders in building efficiency, we provide many HVAC Solutions and Services that can help TIPS members reduce energy costs and improve the energy efficiency of their facilities.

Johnson Controls can support TIPS members nationwide. We have over 4,500 front-line service providers supporting over 18,000 current maintenance contracts nationwide from over 140 branch locations, 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 "Andrew Pergande", written in a cursive style.

Andrew Pergande

Group Purchasing Organization Manager

[Andrew.Pergande@jci.com](mailto:Andrew.Pergande@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 HVAC solutions and service 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 significant energy savings and the highest return on investment.

## Unparalleled Experience

By selecting Johnson Controls, Inc. (Johnson Controls), TIPS members will engage an industry leader that has over 4,500 front-line service providers supporting over 18,000 current maintenance contracts nationwide from over 140 branch locations, including 10 branch offices in Texas.

Additionally, we are the national leader in Energy Saving Performance Contracting (ESPC) with a greater market share and more experience than any of our competitors. We currently hold over \$6 billion in performance-based guarantees through approximately 615 projects across North America.

This experience ensures that TIPS members can realize 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.

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 Energy Conservation Measures (ECMs), infrastructure upgrades, equipment maintenance and service, IGAs, or any combination of service that they require.



*We serve our customers as the leading provider of performance contracting, equipment, controls, and services for HVAC and refrigeration systems.*

## 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.

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. No other Energy Services Company (ESCO) has a similar network.

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.



## Commitment to Sustainability

Sustainability is a cornerstone of our business. We create sustainable solutions through all of our workstreams and practice what we preach as a corporation. Our corporate headquarters campus in Glendale, Wisconsin represents the largest concentration of LEED Platinum buildings with four awarded buildings in one site.

Since 2002, we have publically reported various sustainability data, including safety, and environmental metrics. We published our first annual Business and Sustainability Report in 2003, which details our performance in accordance with the Global Reporting Initiative (GRI) guidelines – the most widely accepted global standard for reporting corporate responsibility. Our Sustainability Report is available for you to view online at:

<http://www.johnsoncontrols.com/corporate-sustainability/reporting-and-policies/business-and-sustainability-report/environmental-leadership>

## Pricing

Johnson Controls offers Discount Off Catalog pricing. 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.

## Addendum Acknowledgement

Johnson Controls acknowledges downloading and reviewing Addendum #1 and Addendum #2.

## 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 national leader in HVAC solutions and service, 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 central energy plant, an overhaul of your HVAC system, 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.



## Proposed Goods and Services

Our company has its roots in the HVAC business. Warren S. Johnson, a professor at the State Normal School in Whitewater, Wisconsin, received a patent for the electric room thermostat in 1883. His invention launched the building control industry and was the impetus for the Johnson Electric Service Company, which he founded in 1885 to manufacture, install, and service automatic temperature regulation systems for buildings. This foundation ignited a culture of customer-focused innovation for 130 years. That passion continues today as Johnson Controls is the leading supplier of HVAC systems and service, and energy management solutions.

We can provide TIPS members with significant energy savings and the highest return on investment through our extensive experience providing energy solutions and our nationwide branch network that ensures expert local service in every market in North America. We are a globally diversified leader that serves customers in more than 150 countries. Operating from over 140 North American branch offices, we provide TIPS members with a leading provider of energy saving solutions, equipment, controls, and services for HVAC and refrigeration systems.

### HVAC Solutions, Installation, and Service

Johnson Controls designs, manufactures, installs, and services HVAC mechanical systems and their controls. We manufacture award-winning York HVAC equipment and we have negotiated agreements with other major suppliers. This agreement allows us to deliver lower cost products for your project.

As a **vendor neutral partner**, we also have experience servicing and integrating with equipment and systems from other companies. We seek to leverage your existing investments in energy efficiency wherever possible.

As a manufacturer and technology developer, we dedicate time and money to research and development to stay ahead of the industry. The knowledge we gain from this investment allows us to make long-range recommendations that **help our customers** avoid investing in inefficient, outdated, or redundant technologies. We have extensive experience installing and optimizing our equipment in facilities around the world.

This experience helps us evaluate your system and provide you with research on different types of manufacturers and equipment to allow you to make the best decision for you and your customers.

Johnson Controls' Metasys® is the world's leading system for converging information technology with building technology. Metasys helps control lighting, security, access control, energy



*We are the largest independent supplier for HVAC&R systems and solutions, providing:*

- Air-cooled chillers
- Water-cooled chillers
- CHW/HHW air handling units (AHUs)
- Variable air volume (VAV) units/boxes
- Variable frequency drives (VFDs)
- Air-cooled roof top units (RTUs)



management, HVAC, and other monitored systems such as intra-building transportation. We have installed Metasys systems in major buildings throughout the world as documented in numerous case studies on our web site, <http://www.johnsoncontrols.com>. We embrace open systems fully and have solutions across all major protocols. This ensures that our system integrates with controls and equipment from other vendors.

The following list shows a subset of our mechanical system capabilities.

#### Cooling Systems:

- Chiller replacements
- Gas fire centrifugal chillers
- Low load chiller
- CFC containment conversions
- Tower free cooling
- Commercial refrigeration
- Cooling tower upgrade
- Two speed fan motors
- Variable pitch blade cooling tower fan
- Thermal energy storage systems
- Reclaim A.C. heat rejection
- Variable flow system upgrade
- Chilled water temperature reset
- Humidity control
- Absorption chiller
- Gas-fired chiller
- Condenser auto-cleaning
- Conversion to primary secondary, including VSD on pumps
- De-centralization/centralization
- Free cooling

#### HVAC Systems:

- Inefficient air handling unit replacement
- HVAC system redesign
- Variable frequency drives
- Heat recovery systems
- Low leakage air dampers
- Variable air volume systems
- Inlet vanes for centrifugal fan
- Demand control ventilation
- Exhaust fans
- Fan coil units
- Motor replacement
- Unit heaters/ventilators
- Computer room unit optimization
- Four-pipe system to two-pipe system
- Variable volume system upgrades
- System recommissioning

#### Energy Management and Control Systems:

- In-room control systems
- Direct digital controls
- Pneumatic control conversion
- Manual valves to automatic valves
- Air compressors
- Lab flume hood control
- Multi-system integration
- Load shedding
- Demand management
- Staging / lead-lag
- Optimum start / stop

#### Heating Systems:

- Heating system redesign and optimization
- Boiler replacement
- Electric to gas fired boiler
- High efficient modular boilers
- Low load boiler
- Burner replacement
- Dual fuel burners
- Oil atomizing burners
- Boiler stack heat reclaim
- Perimeter radiation
- High efficient domestic water heaters
- Gas line turbulators
- Temperature reset control
- Electric heating to gas
- Piping insulation
- Boiler stack reclaim
- Boiler system de-centralization
- Aerator replacement with O<sub>2</sub> scavenger
- Automated water treatment
- Condensate recovery

## HVAC Service

Although Johnson Controls has a large national and international footprint, we understand the importance of having a local presence in the communities we serve. This is why we have over **4,500 front-line service providers** nationwide in over **140 branch locations**.

This local presence allows us to provide local decision-making authority and respond to the needs of customers in a timely manner. Local employees will be dedicated to your project to ensure its successful development and implementation.

Our extensive branch network is **100% company owned** and operated. Full ownership of our branch network benefits our customers because we are able to provide:

- *Consistent* processes and procedures
- *Consistent* service standards
- *Consistent* on-time delivery
- *Consistent* pricing and training
- *Consistent* long-term support and resources

In addition to our own internal resources, we frequently use local resources like engineering, mechanical, and electrical firms. Each branch office has extensive relationships with proven local businesses because we believe in supporting the communities where we work.

We are a global leader in HVAC technology with significant in-house and field service expertise to support any design, implementation, and service needs. Our technicians are field-trained experts that specialize in improving the reliability and efficiency of customers' plants and systems. Our services optimize assets and achieve measurable life-cycle results through reliable proven processes, facility experts, and technology.

As a factory-direct service provider, Johnson Controls has the most expertise and resources to develop a customized service approach for a given facility. No other company offers the level of building knowledge, facility equipment expertise, or resources that you will get from a Johnson Controls branch office. We provide:

- Extended building system and equipment life
- Control of existing operating costs
- Reduced redundancy with respect to current staff and subcontractors
- Better compliance with health and safety codes
- Reports that analyze current and future operations effectiveness
- Improved productivity through more complete facility utilization
- Protection of the value of each facility and its assets
- Facilities that meet the needs of facility occupants

We deliver unparalleled OEM service support for our industry-leading YORK chillers and Metasys building management system, as well as the expertise to service **any competitive brand** of equipment, including chillers, boilers, HVAC mechanical equipment, and controls systems.



*4,500+ front-line service providers nationwide deliver technical and maintenance services, including controls, mechanical, and electrical. They support over 18,000 current maintenance contracts.*

*Johnson Controls understands our customers at the local level and is committed to being the best competitor in each local market.*

When it comes to servicing HVAC equipment or controls system, 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.

Our service branches are certified to service a wide range of facility infrastructures including the following:

- Building automation control systems
- Chiller and refrigeration equipment
- Boilers and associated heating systems
- Air handling equipment and large fans
- Hydronic equipment including pumps and cooling towers
- Pneumatic air systems (control and process)
- Fire alarm systems
- Security and card access control systems
- Low and high voltage electrical systems
- Packaged rooftop units and unitary heat/cooling equipment

## Emergency Repair 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. We have the capabilities to answer emergency calls within two hours of the original call if required by the customer. We also provide next day service for routine service calls.

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.

## 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:*

- Air-cooled chillers
- Water-cooled chillers
- 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

### Reactive Maintenance

Fixing or replacing equipment only when they fail. Assets will be out of service until fixed. Significant overtime and expedited delivery costs incurred.

### Preventative Maintenance

Scheduling maintenance at specific times offers a first line of defense against failure.

## Predictive Maintenance

Checking the condition of equipment as it operates. Equipment condition, rather than time intervals, determines the need for service.

## Proactive Maintenance

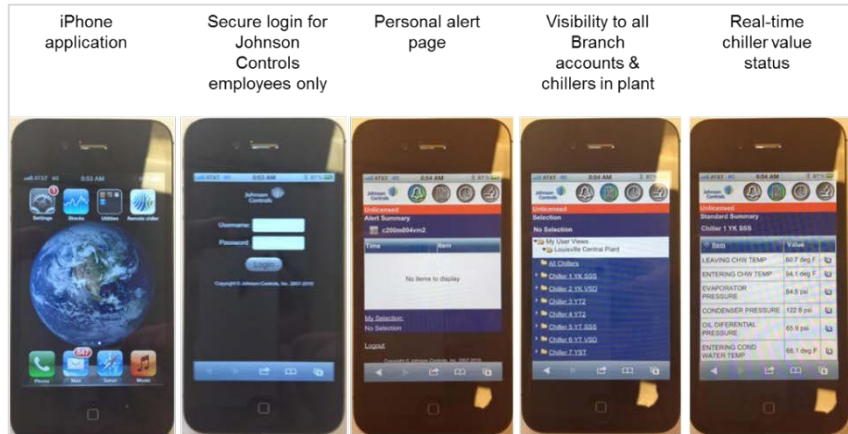
Addresses root causes identified by predictive methods. It isolates and corrects the sources of failure altogether.

## Johnson Controls Connected Services

(Available as part of maintenance agreement on York chillers only)

This technology gives our team 24/7 read only access to chiller operational data remotely via our iPhones and desktop computers to maximize uptime, help you manage costs, and make informed decisions about your equipment.

Connected Services will notify Johnson Controls personnel if the York chillers are not operating properly. Additionally, it allows our technicians direct access to the Johnson Controls internal intranet for access to all York chiller application data, service manuals and bulletins, parts manuals and direct access to the York Factory Engineering team.



## Energy Management

The new Metasys® Enterprise Management (MEM) offering is a comprehensive, analytical, cloud-based tool that proactively analyzes building data across an enterprise. It identifies issues, faults, opportunities for improved performance, operational savings, reduced energy consumption, and lower energy costs.

MEM automatically collects, analyzes, and displays information for all configured physical meters and virtual meters located in a facility's operation. Energy demand and consumption is aggregated and displayed using intuitive, customizable dashboards.



Powerful analytics root out energy and equipment related problems. These analytics run in the background and identify energy and equipment anomalies. MEM provides actionable information through the Fault Detection and Diagnostic (FDD) feature, which provides an easy way for building operators to take corrective action through FDD-driven work orders.

Asset Maintenance software provides dashboards to display information and status on work orders. Customers can use the information to generate and track work orders and maintenance actions, check service report feedback and status, and measure performance of maintenance teams via key performance indicators (KPIs) at the system level – all from a single platform.

MEM works with the Metasys Building Automation System and third-party building automation systems that support BACnet® IP communications to provide a holistic view and insights at every space with respect to equipment operation starting from the portfolio on down to the sub-spaces within the building. Because MEM uses cloud-based licenses with a variety of subscription options, it is able to meet any organization's needs and budget.

## Distribution Systems and Cogeneration Plants

Johnson Controls is the largest, non-utility-owned providers of central plant projects in North America. We have implemented well over 1,000 energy and central plant projects – most of which included guaranteed savings and a financial solution. Information resulting from analysis of this data, combined with the experience of over 1,000 engineering professionals, allows Johnson Controls to identify potential areas of risk, and create guaranteed central energy plant outcomes at a lower cost.

## Central Utility Plants

Johnson Controls has designed, built, and operated central energy plants for a wide array of mission critical and social infrastructure facilities – including research facilities, industrial sites, universities, hospitals, and governmental entities.

As the largest, non-utility-owned provider of utility plant services in North America, we have unmatched experience developing and operating central plants at the highest possible efficiency.

We compiled data from our more than 1,000 projects into a proprietary database, which is the world's largest repository of utility plant performance data. Information resulting from analysis of this data allows Johnson Controls to identify potential areas of risk, and create guaranteed thermal service outcomes that address our clients' goals and objectives.



## Cogeneration/CHP Systems

Using natural gas, biomass, biogas, and landfill gas as fuel sources for heat and electric power generation systems installed by Johnson Controls, our customers have experienced considerable economic savings, reduced environmental impact/GHG emissions, and increased operational efficiency and reliability.

We have been involved in over 120 cogeneration plant projects, including a recent installation of 3.5MW at a Canadian Military Base in Ontario and 7.9 MW at the National Institute of Standards and Technology research labs and office buildings.

We recently completed design of a new natural gas cogeneration plant for the U.S. Army at Aberdeen Proving Ground (APG). This plant helps APG make significant progress toward energy resiliency, a critical mission for Army installments around the world.



*Breaking ground for the new natural gas cogeneration plant at Aberdeen Proving Ground. The plant will provide a substantial portion of the garrison's heating and power needs.*

Johnson Controls has conducted extensive research regarding cogeneration technologies and have developed high performance partnerships with industry leading manufacturing and engineering firms. Johnson Controls employs a stringent, rigorous, scalable, and repeatable process that allows us to be successful in the management of unique, innovative, and large-scale projects.

The following list shows a subset of our distribution system and cogeneration plant capabilities:

- Complete analysis of the loads and evaluating multiple design alternatives for best lifecycle cost
- Water side economizers (free cooling)
- Thermal energy storage systems
- Chiller, boiler, cogeneration installation
- Variable volume pumping
- Distribution piping and connections
- Central plant controls and optimizing operations
- Biomass cogeneration plant
- Central cooling plant
- Chiller plant redesign
- Chiller plant optimization
- Heating system redesign and optimization
- Cogeneration/CHP systems
- Steam to hot water system conversion
- Steam trap retrofits
- Steam pressure control
- Reduce steam pressure

## Building Envelope Systems

Unwanted heat loss or gain through walls, doors, windows, and roofs can increase energy use and costs. Correct application of thermal insulation and weather stripping plays an important role in reducing these energy costs in many situations. We investigate and remedy building envelope improvement opportunities to improve occupancy comfort and reduce the cooling load required to condition the space. We use infrared photography and blower door tests to identify leaks and missing insulation in areas that are not visible. Typical surveys include the inspection of roof and ceiling joints, windows and doors, roofs and attics, perimeter and subterranean walls, and penetrations. We also patch and insulate penetrations and install or replace new door sweeps, air curtains for loading doors, wall and roof insulation, reflective roofing, windows, and doors.

The following list shows a subset of our building envelope capabilities:

- Window glazing
- Tinted window film
- Energy efficient windows
- Window and door weather stripping and caulking
- Revolving doors
- Air curtains

- Automatic door closers
- Roofing
- Insulate walls, roof, floor, soffit
- Caulk pipe penetrations
- Seal ceiling to roof gap
- Solar radiation reduction
- Reflective coating to roof
- Weatherproofing

## Financing

Our approach to financing is to assist in identifying a lender through competitive procurement from a group of qualified lenders, and work closely with our clients to provide the most favorable financing package for the project. Johnson Controls receives no commissions or finder's fees for bringing financing institutions to our clients.

Most public entities that we've worked with have selected a tax-exempt capital lease structure. This structure has the least amount of transaction costs and is offered at rates comparable to other forms of public sector financing.

Johnson Controls will help TIPS members:

- Obtain the lowest interest rate
- Obtain the lowest cost of financing
- Protect against interest rate fluctuations
- Minimize your time devoted to financing issues
- Explore available alternative funding sources

The following table shows some of the financing options used by our customers.

Financing Option	Description*
Installment Purchase (Buy)	No down payment required. The customer makes even payments monthly over a number of years (typically 5 years). Customers own their equipment. Typically used with projects \$25,000 and up. Flexible payment schedules are available. This is a full term obligation at taxable rates, but financing is done directly through Johnson Controls on a light document package.
Tax Exempt Lease Purchase	Similar to installment purchase, but customer doesn't take title to purchase until the end of the term. Lease terms range from 2 to 10 years depending upon the size of the project and the credit status of the individual customer. Payment frequencies can be matched to fit the Customer need from monthly to annually, in arrears or in advance - again depending upon the Customer criteria.
Operating Lease	Zero money down and low monthly payments. At the end of the term the customer must purchase for Fair Market Value, return, or release the equipment. This type of financing is most often used when an entity has restrictions on ownership or title transfer of equipment.

\* Terms subject to credit approval. Descriptions are for information purposes and should not be construed as financial advice.

## LoneSTAR Revolving Loan Program

For Texas-based customers, we are also experienced in the SECO administered LoneSTAR Revolving Load Program. At the City of Fort Worth, we helped the city pay for numerous projects without increasing capital expenditures or taxpayer burden. We helped Fort Worth obtain financing and grants from the SECO LoneSTAR Revolving Load Program, DOE American Recovery and Reinvestment Act (ARRA) program, and external sources.



## Grants, Rebates, and Incentives

Faced with tightening budgets, many of our customers are in need of creative financial relief. Our Grant Services and Rebates & Incentives teams have one shared goal: to help solve this problem by finding money for your projects. These teams identify alternative sources of funding to help you fund more facility improvements, reduce total cash outlay, and realize greater savings.

Over 400 customers have turned to our dedicated grant experts. *With your permission*, we are ready to collaborate with you to identify qualified funding opportunities, facilitate and develop grant applications, and support required compliance reporting. We can help identify funding opportunities for many improvements including, but not limited to:

- Energy efficiency improvements
- Compressed natural gas buses
- Security equipment
- Emergency operations planning
- Renewable energy projects
- Professional development
- Environmental education
- Landscaping
- Parks, playgrounds, and recreational facilities

At your request, the Grants Services and Rebates & Incentives teams will use the following process to help you identify and secure funding:

- 1) We will conduct customized research to identify applicable government and private grants, utility incentives and rebates, and government subsidized loans and bonds.
- 2) Generate a funding opportunity report that details our findings.
- 3) Create a project management plan for application development.
- 4) Manage the grant application process from start to finish.
  - Implement strategy to develop and gather appropriate information for competitive and responsive proposals.
  - Coordinate completion of required attachments.
  - Write, edit, and format response documents.
- 5) Review final content to ensure compliance with requirements and adherence to project schedules.

During our collaboration, your organization will focus on identifying subject matter experts, obtaining application review and approval from executive leadership, contributing key program and organizational information, and submitting a final application. This close collaboration strengthens the final application.

## Specialty Systems

Throughout our many years in energy efficiency, we have gained a lot experience providing additional services for our customers. Below we have highlighted a few of these services.

### Kitchen/Laundry Equipment

We bring experience redesigning, replacing, and installing major kitchen ventilation, cooking, heating and refrigeration equipment. We have extensive familiarity with large use washing and drying laundry equipment and other specialty equipment for facilities of all sizes. Measures associated with these specialty areas include:

- High efficiency water heating and ice-making
- Instantaneous hot water heating and removal of storage tanks
- Waste heat recovery for dryers and chillers
- Conversion of electric equipment to gas
- Water savings measures for recreation, kitchen and laundry
- Ozonated laundry upgrades

## Pool Systems/Environment and Recreational Spaces

We have experience with HVAC, indoor air quality, chlorine management, chemical detection and measurement, lighting, locker room water improvements and related equipment in pool and recreational facilities. Our experience includes the implementation of several improvement measures such as swimming pool de-humidification systems and gymnasium ventilation improvements.

## Additional Systems

The following list shows a subset of our specialty system capabilities:

- Loading dock air curtains
- Ceiling systems
- Electrical power systems
- Emergency generators
- Turbine generators
- Switch gear
- Elevator modernization
- Waste management
- Waste compactors
- Red bag waste
- Pool covers and pool heat recovery
- Air and water balance
- Power factor correction
- Fleet management
- High efficiency water heating
- Instantaneous hot water heating and removal of large storage tanks
- Waste heat recovery for dryers and kitchens
- Conversion of electric kitchen equipment to gas
- Water savings measures for kitchen and laundry
- Ozonated laundry upgrades
- Kitchen equipment
- Dishwasher replacement
- Walk-in coolers optimization
- Exhaust system optimization
- Kitchen design
- Laundry systems
- Start-up and commissioning

## Construction Phase Quality Control

As part of our corporate mission to exceed our customers' expectations, Johnson Controls is committed to instituting a superior quality program through all phases. Our Quality Assurance department maintains and improves our formal quality strategy, which supports our ongoing commitment to continuous improvement in all endeavors. This group also works with our manufacturing plants to drive improvements in warranty and outgoing quality levels for our products.

To maintain a high standard of quality on our projects, we follow a formal quality assurance process. We developed the procedures from guidelines published by the Professional Engineers in Private Practice section of the **National Society of Professional Engineers**, and incorporate these procedures into a published quality review manual.

The quality control plan establishes a formal program to ensure that we implement the scope of work identified in the contract in accordance with contract requirements. Only by monitoring the quality of the design, procurement, installation, and final commissioning of each system can we assure the quality of the project. It is the goal of this plan not only to delineate individual personal responsibilities, but also to reinforce with each worker that attention to quality is paramount at all times.

We perform inspections and tests of all items of work, including that of subcontractors, to ensure the quality of materials, workmanship, and the functional performance of each project. We will establish periodic reviews on a weekly, bi-weekly, or monthly basis.



*We are ISO 9001:2008 registered and receive independent audits of our management system to ensure that we remain compliant.*

## Quality of Work

Our Project Manager will have the following responsibilities with respect to quality control:

- Ensure work performed in compliance with contract requirements, code, and industry standards
- Inspect any installation issues and determine if corrective actions or additional training is needed
- Ensure installation teams work within agreed upon installation procedures and access guidelines
- Ensure that each installer has passed a drug screen and a background check
- Ensure that each subcontractor is following OSHA safety standards
- Ensure that all work is performed in accordance with Johnson Controls standards
- Manage and coordinate quality control activities, submittals, tests, samples and results
- Ensure that project briefings are held to discuss quality
- Ensure that drawings are kept up to date with the proper revision and provided to the contractor
- Inspect equipment to be installed, and reject non-compliant or damaged equipment
- Investigate and resolve warranty problems, and indicate the action taken on warranty reports

## Past Experience with TIPS

Johnson Controls has responded to two previous TIPS RFQs and have performed dozens of projects for TIPS member entities through the system. Since 2013, we have completed or are currently performing work through various TIPS contracts at the following locations.

TIPS Member Entities	Project Year	TIPS Member Entities	Project Year
Brownsville Public Utilities Board (1 project)	2017	Leander Independent School District (1 project)	2017
Texas State Technical Colleges – All Campuses (1 project)	2017	Texas State Technical College – Marshall (1 project)	2016
Alamo Community College District (4 projects)	2017	New Caney Independent School District (1 project)	2016
Lake Worth Independent School District (4 projects)	2017	Deer Park Independent School District (2 projects)	2016
Del Mar College District (1 project)	2017	Education Service Center Region XVII (1 project)	2016
Alief Independent School District (10 projects)	2017	Katy Independent School District (47 projects)	2016
Columbia-Brazoria ISD (6 projects)	2017	Dallas County Community College (4 projects)	2015-2016
Harlingen TX (City Of) (1 project)	2017	Pulaski Technical College (PTC) (3 projects)	2014-2016
Mesquite ISD (1 project)	2017	University of Texas – Tyler (1 project)	2014-2016
Texas State University (12 projects)	2017-2018	Stephen F. Austin State University (4 projects)	2013-2016
Texas Southmost College (1 project)	2017		