AGENDA

PROPERTIES AND RECREATION COMMITTEE

Properties and Recreation Committee: June 15, 2026 at 6:20 PM
Village Hall 740 Hillgrove Avenue, Western Springs, IL 60558

A. Call to Order

B. Approval of Minutes

1. Meeting Minutes - May 4, 2026

C. Public Comment

D. New Business

1. Contract with NPN Flooring for the 2026 Flooring Replacement Project
2. Contract with Futurity 19 for the 2026 Painting Project
3. Waive the Competitive Bidding Process and approve a Contract through Equalis with Johnson Controls Inc. for HVAC Control Upgrades

E. Other Business

F. Schedule Next Committee Meeting

G. Adjournment

Individuals with disabilities who plan to attend / participate in this meeting and who require accommodations to allow them to observe and participate, or who have questions regarding accessibility of the meeting or facilities, please email accommodations@wsprings.com or contact Jill Izzo at 708-246-1800, extension 127.

Properties and Recreation Committee Meeting Minutes
Monday, May 4, 5:15 PM
Village Board Room
740 Hillgrove Western Springs, IL 60558

Call to Order: 5:15 PM
Chair-Trustee Phil Nawrocki Presiding
Committee Members Present: Trustee Nicole Chen
Ex-Officio Member Village President Heidi Rudolph

Staff Present
Casey Biernacki, Deputy Village Manager
Ellen Baer, Village Manager
Matthew Supert, Director of Municipal Services
Diana Puga, Municipal Services Coordinator
Heather Valone, Community Development Director

Others
None.

Roll Call
As noted above.

Approval of Minutes:
President Rudolph noted that she was present at the meeting and Director Supert indicated he would revise the minutes to accurately reflect that fact. Chairperson Phil Nawrocki motioned to approve the April 13, 2026 Properties and Recreation meeting minutes, second by Member Trustee Chen. Motion passed unanimously on a voice vote.

Public Comment: None

New Business:

Surplus Declaration – Q2 2026

Municipal Services Coordinator Puga reported on several office items identified for surplus and auction.

Other Business:

Deputy Village Manager Biernacki provided an update on the Recreation Department, including a report that tennis has seen an increase in registration and the Recreation Department has been able to secure a significant number of sponsors.

Schedule for the Next Committee Meeting
The next Properties & Recreation Committee meeting will be scheduled in tandem with the General Government Committee meeting and will be determined at a later time.

Adjourn

DRAFT

Chairperson Phil Nawrocki motioned to adjourn the meeting, seconded by Member Trustee Nicole Chen. Motion passed unanimously on a voice vote.

Meeting adjourned at 5:21 PM

DRAFT

AGENDA ITEM SUMMARY

PROPERTIES AND RECREATION COMMITTEE

Properties and Recreation Committee: June 15, 2026

AGENDA ITEM D.1.

To: Properties and Recreation Committee
From: Diana Puga, Municipal Services Coordinator , Jack Zeder
CC: Matthew Supert, Director of Municipal Services, Ellen Baer, Village Manager
RE: Contract with NPN Flooring for the 2026 Flooring Replacement Project

Recommendation

Consider a recommendation to approve a contract with the lowest cost and most qualified responsive bidder, NPN Carpet Installation d/b/a NPN Flooring, for the 2026 Flooring Replacement project for an amount not to exceed $16,159.99.

Summary

On May 14, 2026, the Village issued a Request for Bids for flooring replacement services. A mandatory pre-bid prospective contractors were able to view the worksites in person and ask questions to staff. On May 28, 2026, contract. The base bid included the Public Works Supervisor's office and the Recreation Center administration

Location	NPN Carpet Installation DBA NPN Flooring	Douglas Floor Covering	Johns
PW Supervisor's Office	$ 6,233.00	$ 7,775.00	$ 6,892
Recreation Administration Office	$ 5,998.00	$ 8,080.00	$ 7,961
Total [AS READ]	$ 12,231.00	$ 15,855.00	$ 14,85
Total [AS CALCULATED]	$ 12,231.00	$ 15,855.00	$ 14,85
Difference	$ -	$ -	$ -

The Village also requested three alternate bids for consideration, which included the Public Works Superintend (located at Village Hall). A summary of the alternate bids is as follows:

Alternate	NPN Carpet Installation DBA NPN Flooring	Douglas Floor Covering	Johns
(1) PW Superintendent's Office	$ 3,928.00	$ 4,895.00	$ 4,59
(2) PW Fleet Superintendent's Office	$ 9,162.00	$ 4,790.00	$ 4,99
(3) Fire Station Gym	$ 4,603.00	$ 6,060.00	$ 4,85
Total [AS READ]	$ 17,693.00	$ 15,745.00	$ 14,4
Total [AS CALCULATED]	$ 17,693.00	$ 15,745.00	$ 14,4
Difference	$ -	$ -	$ -

After reviewing the bids and available budget, staff recommends adding Alternate 1, the Public Works Superint
brings the project total to $16,159.99.

The lowest cost and most qualified responsive bidder is NPN Carpet Installation d/b/a NPN Flooring. The Village
replacement work at the Grand Avenue Community Center in 2025.

Financial Impact

Account	Interior	Account	Capital
Maintenance		Fund	4104310
Fund	6603210	60015	
52010		2026 Budget	$20,000
2026 Budget	$15,000.00	Project Cost	$10,161.00
Project Cost	$5,998.00		

Recommended Motion

I move to recommend to the Village Board the approval of a contract with the lowest cost and most qualified responsive bidder, NPN Flooring for the 2026 Flooring Replacement project for an amount not to exceed $16,159.99.

Strategic Plan Alignment

Infrastructure Improvements

File Attachments

1. 2026 Bid Results - Flooring
2. NPN Flooring - 2026 Flooring Bid

Location	NPN Carpet Installation DBA NPN Flooring	Douglas Floor Covering	Johnson Floor Company, Inc.	Taza Construction DBA Tiles in Style, LLC	YAD Construction LLC
PW Supervisors Office	$ 6,233.00	$ 7,775.00	$ 6,892.00	$ 9,975.00	$ 10,750.00
Recreation Administration Office	$ 5,998.00	$ 8,080.00	$ 7,961.00	$ 9,998.00	$ 13,250.00
Total [AS READ]	**$ 12,231.00**	**$ 15,855.00**	**$ 14,853.00**	**$ 19,973.00**	**$ 24,000.00**
Total [AS CALCULATED]	**$ 12,231.00**	**$ 15,855.00**	**$ 14,853.00**	**$ 19,973.00**	**$ 24,000.00**
Difference	$ -	$ -	$ -	$ -	$ -

Alternate	NPN Carpet Installation DBA NPN Flooring	Douglas Floor Covering	Johnson Floor Company, Inc.	Taza Construction DBA Tiles in Style, LLC	YAD Construction LLC
PW Superintendent's Office	$ 3,928.00	$ 4,895.00	$ 4,597.00	$ 7,857.00	$ 5,750.00
PW Fleet Superintendent's Office	$ 9,162.00	$ 4,790.00	$ 4,998.00	$ 12,331.00	$ 8,375.00
Fire Station Gym	$ 4,603.00	$ 6,060.00	$ 4,857.00	$ 9,423.00	$ 9,750.00
Total [AS READ]	**$ 17,693.00**	**$ 15,745.00**	**$ 14,452.00**	**$ 29,611.00**	**$ 23,875.00**
Total [AS CALCULATED]	**$ 17,693.00**	**$ 15,745.00**	**$ 14,452.00**	**$ 29,611.00**	**$ 23,875.00**
Difference	$ -	$ -	$ -	$ -	$ -

BASE BID + ALTERNATE 1	$ 16,159.00	$ 20,750.00	$ 19,450.00	$ 27,830.00	$ 29,750.00



Natalia Negrete
May 27th 2026

2026 Flooring Replacement RFB

Addendum 1 – May 22, 2026

BID BOND
(Percentage)

Bond No. 67896552

KNOW ALL PERSONS BY THESE PRESENTS, That we Npn Carpet Installation of 3407 Timber Lane, Naperville, IL 60565, hereinafter referred to as the Principal, and WESTERN SURETY COMPANY as Surety, are held and firmly bound unto Village of Western Springs of _____, hereinafter referred to as the Obligee, in the amount of Ten Percent of the Amount Bid (10%), for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Obligee on a contract for 2026 Flooring Replacement RFB.

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or contract documents with surety acceptable to Obligee; or if Principal shall fail to do so, pay to Obligee the damages which Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be void; otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 26th day of May, 2026.

Principal

Npn Carpet Installation

BY: _____

Surety

WESTERN SURETY COMPANY

BY: _____
Rolando Gonzalez Jr, Attorney-in-Fact

Form F4595-8-2001

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 67896552

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Rolando Gonzalez Jr

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Npn Carpet Installation

Obligee: Village of Western Springs

Amount: $1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

If Bond No. 67896552 is not issued on or before midnight of August 24th, 2026, all authority conferred in this Power of Attorney shall expire and terminate.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Larry Kasten, and its corporate seal to be affixed this 26th day of May, 2026.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

STATE OF SOUTH DAKOTA } ss
COUNTY OF MINNEHAHA }

On this 26th day of May, in the year 2026, before me, a notary public, personally appeared Larry Kasten, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.

P. DAHL
NOTARY PUBLIC
SOUTH DAKOTA

Notary Public - South Dakota

My Commission Expires June 18, 2031

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 26th day of May, 2026.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

Form F5306-1-2026



CONTRACT REQUIREMENTS FOR

2026 Flooring Replacement RFB

May 28th, 2026
10:00 A.M. (Prevailing Time)

Table of Contents

Table of Contents 1
I. Legal Notice 3
II. Instructions to Bidders 4
III. Proposal 6
IV. Bid Schedule 8
Schedule of Bid Prices 9
BASE BID 9
ALTERNATE BID 9
V. Contract Provisions 12
Scope of Services 12
Locations 12
Term 15
VI. General Specifications 16
Acceptability of Work 16
Assignment 16
Bidder Investigations 16
Change in Scope of Work 16
Collusion among Bidders 17
Compliance with Freedom Of Information Act Requests 17
Compliance with Laws; Employment Discrimination 17
Contractor Personnel 18
Debarment 18
Default Clause 18
Delay 19
Exceptions 20
Expenses Incurred in Preparing Bid 20
Failure to Deliver 20
Guaranty 20
Indemnity/Hold Harmless Provision 20
Insurance Requirements 21
Law and Venue 24
Non-appropriation 24
Oral Statements 24
Permits, Licenses 24
Protection and Restoration of Property 24
References 25
Renewal of Contract 25
Right to Audit 25
Smoking Policies 26
Taxes 26
Termination 26
Unnecessarily Elaborate and Unresponsive Submittals 26
Waivers of Lien 26
Contractor's Drug-Free Workplace Certification 28
Contractor's Certification Regarding Non-Payment of Compensation 30

EXCEPTIONS TO THIS BID (THIS PAGE MUST ACCOMPANY BID) 31
Exhibit A 32
Agreement 32
Exhibit C 37
SITE PHOTOS 38

I. Legal Notice

The Village of Western Springs, Cook County, Illinois, does hereby invite sealed bids for the following: **2026 Flooring Replacement RFB**

Bids will be received until **10:00 AM**. Prevailing Local Time on **Thursday, May 28, 2026**, by mail or delivered by hand to the drop box located outside the front entrance of Village Hall, Village of Western Springs, 740 Hillgrove Avenue, Western Springs, Illinois, 60558-0528 immediately after which time and at such place all bids will be publicly opened.

Those desiring to bid may obtain copies of the contract, specifications and other bidding documents online at wsprings.com/bids. A mandatory pre-bid conference walk-through will be held at the Village Hall on **Thursday, May 21, 2026, at 9:00 AM**. The purpose of this conference is to allow potential firms an opportunity to present questions to staff and obtain clarification of the requirements of the bid documents. Minutes of the conference will not be published.

As evidence of good faith, each bid shall be accompanied by a bid bond, bank draft or certified check and made payable to the Village of Western Springs, Illinois, in the amount of five hundred dollars ($500) or 10% of the bid price, whichever is greater, which shall be submitted to secure the Village against loss occasioned by failure of the bidder to abide by and comply with the terms of his bid.

The successful bidder shall be required to furnish payment and performance bonds in the full amount of the bid or proposal, at the time a contract is awarded, to the Village of Western Springs by a surety company authorized to do business in the State of Illinois and approved by the Village. Failure to produce acceptable bonds will constitute default and the bid bond will be forfeited. No bid shall be withdrawn after the opening of bids without the consent of the Village for a period of sixty (60) days after the scheduled time of closing bids.

Bidders will be required to comply with all laws including those related to employment of labor and the payment of local prevailing wage rates. Each bidder shall satisfy the Village as to his ability, financial and otherwise, to perform the work specified.

The Village Board reserves the right to reject any applicable bids for any reason, if it decides that such rejection is in the Village's interest, to reject any nonconforming bids, to waive any informalities in bidding, and to make award on that bid, which, in its opinion, is most advantageous to the Village. The contract will be awarded to the lowest responsible bidder.

VILLAGE OF WESTERN SPRINGS
By Edward Tymick, Village Clerk

Published in the Sun-Times Newspaper on May 14, 2026
cc: Ellen Baer, Village Manager
Jill Izzo, Deputy Village Clerk

II. Instructions to Bidders

VILLAGE OF WESTERN SPRINGS
DATE: May 14, 2026

Bids to be entitled to consideration must be made in accordance with the following instructions:

Bids shall be submitted in an opaque, sealed envelope plainly marked with the words:

2026 Flooring Replacement RFB
VILLAGE OF WESTERN SPRINGS

and shall be delivered by hand to a drop box or mailed in time for delivery to the Office of Village Clerk, Village of Western Springs, 740 Hillgrove Avenue, Western Springs, Illinois by **10:00 A.M.** Prevailing Local Time on **May 28, 2026**, after which time and at such place all bids will be publicly opened and read aloud.

Bids received after the time for opening will not be considered.

Bids must be signed by an authorized official of the contractor's organization, and the name of the official and his title typed below the signature. If the bidder is a corporation, the corporate seal must be affixed.

Bid security in the form of a bid bond, bank draft or certified check made payable to the Village of Western Springs, in the amount of FIVE HUNDRED DOLLARS ($500), shall be submitted with each bid. The proceeds of any bid security shall become the property of the Village if, for any reason, a bidder, within FORTY-FIVE (45) days after the opening of bids withdraws his bid without the consent of the Village, or if on notice of award refuses or is unable to execute the approved contract and obtain the required performance and payment bonds. Bid deposits may be held for a period not exceeding FOURTY FIVE (45) days. (NOTE: For those projects which will not require the performance bonds, consideration should be given to holding the bid security until delivery is made.)

The Village Board reserves the right to reject any applicable bids for any reason, if it decides that such rejection is in the Village's interest, to reject any nonconforming bids, to waive any informalities in bidding, and to make award on that bid, which, in its opinion, is most advantageous to the Village. The contract will be awarded to the lowest responsible bidder.

The successful bidder will be required to furnish and pay for satisfactory Performance and Labor and Material Payment Bonds in the amount of one hundred percent (100%) of the contract sum. Execution of the Contract by the Village is contingent upon receipt of acceptable Performance and Payment Bonds and Insurance Certificates.

The Village reserves the right to require of any bidder, such information necessary to satisfy the Village of the bidder's qualifications and to withhold formal signing of the contract until such information is received.

The successful bidder will be required to execute a contract in the form prescribed by the Village and must certify that the bidder is eligible to enter into public contracts under the Illinois Criminal Code, has a written sexual harassment policy and complies with Illinois Department of Revenue policies regarding taxes by executing the Certification attached hereto as **"Exhibit A"** and made a part hereof.

Bidders will be required to comply with all applicable laws including those relating to the employment of labor and the Illinois Prevailing Wage Act and payment of the applicable prevailing wage.

This contract will be awarded without discrimination in compliance with all applicable local state and federal laws.

Responsibility of the bidders will be determined by factors in addition to financial responsibility, such as past records of its or other entities' transactions with the Village of Western Springs, experience, ability to work cooperatively with the Village and its Administration, adequacy of equipment, ability to complete performance within necessary time limits, and other pertinent considerations, such as, but not limited to, reliability, reputation, competency, skill, efficiency, facilities and resources.

III. Proposal

TO: Village of Western Springs
740 Hillgrove Avenue
Western Springs, IL 60558

RE: **2026 Flooring Replacement RFB**

1. The specifications and directions for the proposed service are those prepared by the Village of Western Springs and designated as Special Provisions and which cover the work described in said document and the "Agreement."

2. In submitting this bid, the undersigned declares that the only persons or parties interested in the bid as principals are those named herein; and that the bid is made without collusion with any other person, firm, or corporation.

3. The undersigned further understands and agrees that if this bid is accepted, the undersigned is to furnish and provide all necessary equipment, machinery, tools, apparatus and other means of maintenance, and to do all of the work and perform all the services, and to furnish all of the materials specified in the bid documents in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.

4. The undersigned further agrees to execute an Agreement for this work and present the same to the Village within seven (7) days after the date of notice of the award of the Agreement to the Contractor.

5. The undersigned further agrees that he and his surety will execute and present within seven (7) days after the date of notice of the award of Agreement the performance and labor and materials payment bonds in a form satisfactory to the Village of Western Springs, in the amount of one hundred percent (100%) of the contract sum guaranteeing the faithful performance of the work in accordance with the terms of the bid documents.

6. The undersigned further agrees to be available to complete the work **between July 1, 2026 and December 31, 2026** as provided for in the Agreement, unless otherwise agreed to by the Village, and to prosecute the work in such manner and with sufficient materials, equipment, and labor as will insure the providing of specified service within the time limit specified herein, it being understood and agreed that the providing of the specified service within the time limit and according to the maintenance schedule is an essential part of the Agreement.

7. This bid is accompanied by a bid bond, bank draft or certified check complying with the requirements of the specifications and directions, made payable to the "Village of Western Springs, Illinois". The amount of the bid security is Five Hundred ($500.00) Dollars. If this bid is accepted and the undersigned shall fail to execute an

Agreement and said security as required herein, it is hereby agreed that the amount of the bid bonds shall become the property of the Village, and shall be considered as payment of damages due to delay and other causes suffered by the Village because of failure to execute said Agreement or provide the required performance and payment bonds; otherwise said bid security shall be returned to the undersigned pursuant to the bid documents.

ATTACH BID SECURITY HERE

8. The undersigned submits herewith a schedule of prices covering the work to be performed under this Agreement; the undersigned must show in the schedule the prices for which the undersigned proposed to perform.

9. The undersigned further declares to have carefully examined this bid, the specifications and directions, the Agreement, the legal notice, and special provisions (if any), and to have inspected in detail the site of the proposed work and is familiar with all of the local conditions affecting the Agreement and the detailed requirements of service and understands that in making this bid waives all right to plead any misunderstanding regarding the same.

05/26/2025
Date

NPN Carpet Installation Inc
Proposed Contractor (Bidder)

Witness

IV. Bid Schedule

Contact Information

All questions concerning this Request for Bids shall be directed to Jack Zeder at jzeder@wsprings.com. Bids must be submitted in a sealed envelope clearly marked with the title, and opening date on the outside of the envelope, 2026 Flooring Replacement RFB and Bidder's name as follows: Village of Western Springs, Village Hall, Western Springs, IL 60558.

Anticipated Bid Schedule

The Village expects to adhere to the following time schedule, but may extend the time schedule for any reason, with or without advance public notice. Any changes to the schedule shall be posted on the Village's website and notice of such changes shall be sent by email to each consultant who submits a bid to the RFB:

Issue RFP:	May 14, 2026
Pre-Submittal Meeting:	9:00 AM on May 21, 2026
Bid Questions Due	10:00 AM on May 22, 2026
Bids Due Date:	10:00 AM on May 28, 2026
Village Board Selection of Qualified, Responsive Consultant:	June 15, 2026
Begin Contract:	July 1, 2026

Schedule of Bid Prices

THE UNDERSIGNED SUBMITS HEREWITH THIS SCHEDULE OF PRICES COVERING THE WORK TO BE PERFORMED UNDER THIS CONTRACT

Bidder, in submitting this bid, hereby agrees to comply with all provisions and requirements of the specifications and contract documents attached hereto. This bid shall remain in force and effect for a twelve (12) month period from start date.

BASE BID

Location	Total
Public Works Supervisors Office	$6,233.00
Recreation Admin. Offices	$5,998.00
Total for All Locations	$12,231.00

ALTERNATE BID

Location	Total
Public Works Superintendent's Office	$3,928.00
Fleet Superintendent's Office	$9,162.00
Fire Station Gym	$4,603.00
Total for All Locations	$17,693

*Prices should be inclusive of materials, disposal, and labor necessary to complete the project. ***The Village will select alternate locations based on available budget funds. Not all locations may be selected for this project.***

Name of Bidder: NPN Carpet Installation DBA NPN Flooring

Address: 9311 Ogden Ave Brookfield IL 60513

Telephone No. 630-201-1991 Fax No. —

Signature: [signature]

Name and Title: (Please Print) Armando Guzman, Project Manager

Date: 05/26/2026

NPN FLOORING

References

Reference #1 - Carpet Tile 2023 Company Name: Village of Sugar Grove, Fire Department Address : 25 Municipal Dr, Sugar Grove, IL 60554 Main Contact: Bren Moran Phone: (815) 405-9440 Project Total: ≈$45,000	***Reference #5 - LVT 2024*** Company Name: City of Aurora Address : 44 E Downer Pl, Aurora, IL 60505 Main Contact: Jessica Price Phone: 630-256-3550 Project Total: ≈$30,000
Reference #2 - Carpet Tile 2023 Company Name: Village of Elk Grove Village Address : 901 Wellington Ave, Elk Grove Village, Illinois 6007 Main Contact: Scott Santille Phone: (847) 734-8052 Project Total: ≈$38,000	***Reference #6 - LVT 2025*** Company Name: Village of Western Springs Address : 740 Hillgrove, Western Springs, IL 60558 Main Contact: Diana Puga Phone: 708-246-1800 Ext. 204 Project Total: ≈$48,000
Reference #3 - LVT 2024 Company Name: Village of Flossmoor Address : 800 Flossmoor Rd, Flossmoor, IL 60422 Main Contact: Dan Milovanovic Phone: 708-957-4100 Project Total: ≈$145,000	***Reference #7 - LVT 2026*** Company Name: Village of Worth Address : 7112 W 111th St #1, Worth, IL 60482 Main Contact: Bonnie M. Price Phone: 708-448-1181 Project Total: ≈$25,000
Reference #4 - LVT 2024 Company Name: Village of Lake Zurich Address : 70 E Main St, Lake Zurich, IL 60047 Main Contact: Adam Hartmann Phone: 847-550-1776 Project Total: ≈$40,000	***Reference #8 - LVT 2026*** Company Name: Oak Brook Park District Address : 1500 Forest Gate Rd Oakbrook, IL 60523 Main Contact: Valerie Louthan Phone: 630-330-6042 Project Total: ≈$20,000

References

Name of Organization: Please see attached

Year of Contract: _____

Contact Name: _____

Telephone No: _____

Email Address: _____

Name of Organization: Please see attached

Year of Contract: _____

Contact Name: _____

Telephone No: _____

Email Address: _____

Name of Organization: Please see attached

Year of Contract: _____

Contact Name: _____

Telephone No: _____

Email Address: _____

Name of Organization: Please see attached

Year of Contract: _____

Contact Name: _____

Telephone No: _____

Email Address: _____

Name of Organization: Please see attached

Year of Contract: _____

Contact Name: _____

Telephone No: _____

Email Address: _____

V. Contract Provisions

Scope of Services

The Village seeks a firm to: supply materials, remove existing flooring and wall bases, prepare flooring for new install, install new flooring and wall bases, haul and dispose of removed flooring and wall bases, manipulation of furniture (including, but not limited to, file cabinets, desk workstations, and vending machines). The Village will be responsible for removing personal and electronic items, such as workstation computers and phones.

The Village will select the locations for flooring replacement based on available budget funds.

Locations

Flooring to be replaced within this service contract will include the following locations:

- Public Works, 1440 Hillgrove Avenue
    - Supervisors Office
    - *Superintendent's Office (Alternate)*
    - *Fleet Superintendent's Office (Alternate)*
- Recreation Center, 1500 Walker Street
    - Administrative Offices
- Fire Station, 4353 Wolf Road
    - *Gym Floor (Alternate)*

Scope of Work by Location

1. Public Works Supervisors Office
   The area of this office approximately measures at ~430 sq. ft.

   Work for this location will include:
   - Removing existing glued down carpet
   - Remove existing wall base
   - Applying the skim coat concrete prior to vinyl tile installation
   - Installing vinyl wall base around perimeter
   - Installing vinyl transitions as needed
   - Installing silver metal tapdown at doorways as needed
   - Manipulating furniture before removal and after installation
   - Hauling and disposing of removed materials

2. Recreation Administration Offices
   This area includes three connected office spaces, measuring at approximately ~530 sq. ft in total.

   Work for this location will include:
   - Removing existing glued down carpet

- Removing existing vinyl wall base
- Applying the skimcoat on subfloor (to allow for a smooth flat surface to accept new floor coverings)
- Installing new carpet tile
- Seaming edges on field and border tile
- Installing new rubber cove wall base
- Manipulating furniture before removal and installation of new flooring
- Hauling and disposing of removed materials

3. Public Works Superintendent's Office (Alternate)
This area measures approximately ~230 sq. ft.

Work for this location will include:
- Removing existing glued down carpet
- Remove existing wall base
- Applying the skim coat concrete prior to vinyl tile installation
- Installing vinyl wall base around perimeter
- Installing vinyl transitions as needed
- Installing silver metal tapdown at doorways as needed
- Manipulating furniture before removal and after installation
- Hauling and disposing of removed materials

4. Public Works Fleet Superintendent's Office (Alternate)
This area contains both an office and a storage closet, which measure at approximately ~210 sq. ft and ~125 sq. ft respectively.

Work for this location will include:
- Removing existing tile flooring
- Remove existing wall base
- Applying the skim coat concrete prior to vinyl tile installation
- Installing vinyl wall base around perimeter
- Installing vinyl transitions as needed
- Installing silver metal tapdown at doorways as needed
- Manipulating furniture before removal and after installation
- Hauling and disposing of removed materials

5. Fire Station Gym (Alternate)
This area measures approximately ~390 sq. ft.

Work for this location will include:
- Removing existing glued down carpet
- Removing existing vinyl wall base

- Applying the skimcoat on subfloor (to allow for a smooth flat surface to accept new floor coverings)
- Installing new carpet tile
- Seaming edges on field and border tile
- Installing new rubber cove wall base
- Manipulating furniture before removal and installation of new flooring
- Hauling and disposing of removed materials

Materials for Locations

The Village seeks a firm to supply the following materials. Materials needed will be listed per location.

1. Public Works Supervisors Office
    - Mannington Spacia Abstract 18x18 Mirus Hemp 20 Mil Glue Down LVT Premium Tile or equivalent
    - Taylor Dynamic Pressure Sensitive Adhesive – Destock
    - Johnsonite Base 1/8" Vinyl Cove, 4.5" Pieces – Color: Charcoal
    - Skim Coat
2. Recreation Administration Offices
    - J+J Flooring – Grassland Carpet Tile, Color 2092, 12x48 or equivalent
    - Taylor Dynamic Pressure Sensitive Adhesive – Destock
    - Johnsonite Base 1/8" Vinyl Cove, 4.5" Pieces – Color: Charcoal
    - Skim Coat
3. Public Works Superintendent's Office (Alternate)
    - Mannington Spacia Abstract 18x18 Mirus Hemp 20 Mil Glue Down LVT Premium Tile or equivalent
    - Taylor Dynamic Pressure Sensitive Adhesive – Destock
    - Johnsonite Base 1/8" Vinyl Cove, 4.5" Pieces – Color: Charcoal
    - Skim Coat
4. Public Works Fleet Superintendent's Office (Alternate)
    - Mannington Spacia Abstract 18x18 Mirus Hemp 20 Mil Glue Down LVT Premium Tile or equivalent
    - Taylor Dynamic Pressure Sensitive Adhesive – Destock
    - Johnsonite Base 1/8" Vinyl Cove, 4.5" Pieces – Color: Charcoal
    - Skim Coat
5. Fire Station Gym (Alternate)
    - J+J Flooring - Fiction II Carpet Tile, Color: Fantasy or equivalent
    - Taylor Dynamic Pressure Sensitive Adhesive – Destock
    - Johnsonite Base 1/8" Vinyl Cover, 4.5" Pieces – Color: Charcoal
    - Skim Coat

Location Photos

Photos of the contract areas are provided at the end of this document.

Term

The term of this contract shall be a one-time contract, ending on December 31, 2026, after the notice to proceed date, unless the contract is terminated pursuant to the terms herein.

Contractor must schedule work with the Building Coordinator, or designee, to ensure preparation of areas prior to work commencing and to coordinate access to the buildings. Contractor will be limited to weekend work only so as to not disturb the workweek.

VI. General Specifications

Acceptability of Work

The Village of Western Springs will be sole and final judge of the acceptability of the work to be performed and the services to be rendered under the terms of the Agreement.

Assignment

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, without the prior written consent of the Village of Western Springs.

Bidder Investigations

Before submitting a bid, each bidder shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the Village of Western Springs upon which the bidder will rely. If the bidder receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the bidder from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the Contractor for additional compensation.

Change in Scope of Work

The Village of Western Springs may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the Contractor that the scope of the work or of the Contractor's services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract approved by the Village Board and the Contractor.

If the Contractor believes that any particular work is not within the scope of contract, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the Village Manager in writing of this belief. If the Village Manager believes that the particular work is within the scope of the contract as written, the Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope.

Where change orders, or a series of change orders, authorize or necessitate an increase or decrease in either the cost of the work totaling $10,000 or more, or the time of completion of the work by thirty (30) days or more, a written determination must be approved by the Village Board and signed by the Village President or his designee stating that the circumstances necessitating the changes in performance were not reasonably foreseeable at the time the Contract was signed or, the change is germane to the Contract or the change order is in the best interests of the Village.

Collusion among Bidders

Each bidder, by submitting a bid, certifies that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any or all bids shall be rejected if there is any reason for believing that collusion exists among the bidders. The Village of Western Springs may or may not, at its discretion, accept future bids for the same work from participants in such collusion.

More than one bid from an individual, firm, partnership, corporation, or association under the same or different names may be rejected. Reasonable grounds for believing that a bidder has interest in more than one bid for the work being bid may result in rejection of all bids in which the bidder is believed to have interest.

Nothing in this clause shall preclude a firm acting as a subcontractor to be included as a subcontractor for two or more primary Contractors submitting a bid for the work.

Compliance with Freedom Of Information Act Requests

Section 7(2) of the Illinois Freedom of Information Act (FOIA) (5 ILCS 120/7(2)) requires certain records that qualify as "public records, "which have been prepared by and are in the possession of a party who has contracted with the Village, be turned over to the Village so that a FOIA requestor can inspect and photocopy the non-exempt portions of the public records pursuant to a FOIA request. The Village has a very short period of time from receipt of a FOIA request to comply with the request, and it requires sufficient time to review the records to decide what information is or is not exempt from disclosure. The Contractor/Consultant acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) in the Contractor/Consultant's possession and to provide the requested public records to the Village within two (2) business days of the request being made by the Village. The Contractor/Consultant agrees to indemnify and hold harmless the Village from all claims, costs, penalties, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village under this Agreement.

The Contractor/Consultant acknowledges that certified payroll records submitted to a public body under Section 5(a)(2) of the Prevailing Wage Act are public records subject to inspection and copying in accordance with the provisions of this Act (See 5 ILCS 140/2.10)."

Compliance with Laws; Employment Discrimination

In the performance of its obligations pursuant to this Agreement, the Contractor shall comply with all applicable provisions of federal, state and local law, including those regulations in regard to all applicable equal employment opportunity requirements, including without limitation, Article 2 of the Illinois Human Rights Act (775 ILCS 5/2-101 et seq.). In addition, the Contractor agrees to comply with all applicable federal laws, state laws and regulations including, but not limited to, such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. The Contractor also agrees to require any contractor doing work or performing professional or

consulting services in connection with its program or this Agreement to agree to adhere to the requirements of this Section. The Contractor agrees to pay its employees, if any, all rightful salaries, medical benefits, pensions and social security benefits pursuant to applicable labor agreements and federal and state statutes, including the Illinois Prevailing Wage Act, and the Contractor further agrees to make all required withholdings and deposits therefore. Such requirements shall be included by the Contractor in all its contracts and agreements with contractors and subcontractors for this program. The parties agree that the most recent of such state and federal requirements will govern the administration of this Agreement at any particular time. Likewise, new state and federal laws, regulations, policies and administrative practices may be established after the date of the Agreement has been executed and may apply to this Agreement. The Contractor agrees to maintain full compliance with changing government requirements that govern or apply to its operation." In addition, the Contractor agrees to comply with the Americans with Disability Act (42 U.S.C. 12101 et seq.), and all rules and regulations issued pursuant to the Act, there shall be no discrimination on the basis of disabilities (as defined in the Act) in the operation of the services and programs provided by the Contractor hereunder. Any complaint of such discrimination received by the Contractor shall be immediately forwarded to the Village Manager.

The Contractor shall comply with all applicable provisions of the Illinois Human Rights Act including the requirement that the Contractor have on file a written sexual harassment policy.

Contractor Personnel

The Village Manager shall, throughout the life of the contract, have the right of reasonable rejection and approval of employees or subcontractors assigned to the work by the Contractor. If the Village of Western Springs reasonably rejects employees or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to the Village in a timely manner and at no additional cost to the Village. The day-to-day supervision and control of the Contractor's employees and subcontractors is the responsibility solely of the Contractor.

Debarment

By submitting a bid, the bidder certifies that it is not currently debarred from submitting bids for contract issued by any political subdivision or agency of the State of Illinois and that it is not an agent of a person or entity that is currently debarred from submitting bids for contract issued by any political subdivision or agency of the State of Illinois.

Default Clause

A default shall occur under this contract if the Contractor or Village shall not comply with the terms of this contract. The following list is presented as an example only and does not include a listing of all events of default. Omission of an event does not indicate an intent to excuse such an event as an event of default. Examples are, if the Contractor fails to begin work on the date set forth in the contract (unless the Contractor and Village shall agree in writing to a delay in the start of performance), if the Contractor fails to diligently and consistently perform the work once the contract has started (including but limited to, failing to provide enough properly skilled workers; to supply proper material; to make proper payments to subcontractors, or for materials or labor), or otherwise is guilty of a substantial violation of the contract or specifications, then the Village may declare that a default exists under the contract.

The Village shall specify the nature of the default in a written notice mailed to the Contractor or delivered to its employee or agent. Upon receipt of said notice, the Contractor shall be liable and shall pay the Village the amount shown in the following schedule of deductions, not as a penalty but as liquidated damages, for each day until the default is corrected. The liquidated damages for default are approximate, due to the impracticality of calculating and proving actual delay costs. This schedule of deductions establishes the cost of delay to account for administration, engineering, inspection, and supervision during periods of extended and delayed performance. The costs of delay represented by this schedule are understood to be a fair and reasonable estimate of the costs that will be borne by the Village during extended and delayed performance by the Contractor of the work, remaining incidental work, correction of work improperly completed, or repair of work damaged as a result of the Contractor. The liquidated damage amount specified will accrue and be assessed until final completion of the total physical work off the contract even though the work may be substantially complete. The Village will deduct these liquidated damages from any monies due or to become due to the Contractor from the Village.

Schedule of Deductions for Each Day of Default Original Contract Amount from more than	to and including calendar day	
$0	$25,000	$300
$25,000	$100,000	$375
$100,000	$500,000	$550
$500,000	$1,000,000	$725
$1,000,000	$2,000,000	$900
$2,000,000	$3,000,000	$1,100
$3,000,000	$5,000,000	$1,300
$5,000,000	$7,500,000	$1,450
$7,500,000	And over	$1,650

If such default is not corrected within seven (7) days after receipt of the notice, the Village may terminate the Contractor's rights under the contract and complete the work by whatever method the Village deems is appropriate. Upon the termination of the contract, the Contractor agrees to promptly and completely remove all equipment and materials from the job site with no damage to the improvements in place and to return all keys to Village buildings, and all employee security passes. In the case of a default, the Contractor shall not be entitled to receive any further payments until the work under the contract has been completed.

Delay

Contractor shall perform the work of this contract expeditiously in cooperation with the Village, its agents, employees and other Contractors and subcontractors. Contractor shall make no claim against Village, and no claim shall be allowed for any damages which may arise out of

any delay caused by Village, its agents, employees or other Contractors or subcontractors. Contractor's sole remedy for delay from the Village shall be an extension in the Contract Time.

Exceptions

Bidders taking exception to any part or section shall indicate such exceptions on the bid form. Failure to indicate any exception will be interpreted as the bidder's intent to comply fully with the requirements as written. Conditional or qualified bids, unless specifically allowed, shall be subject to rejection in whole or in part.

Expenses Incurred in Preparing Bid

The Village accepts no responsibility for any expense incurred by the bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the bidder.

Failure to Deliver

In the event of failure of the Contractor to deliver services in accordance with the contract terms and conditions, the Village, after due oral or written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other legal remedies that the Village may have.

Guaranty

A written statement containing guaranty for a minimum of one (1) year after final payment or longer for all material and workmanship must be furnished with the bid.

Indemnity/Hold Harmless Provision

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers, against all injuries, deaths, loss, damages, claims, patent claims, suits, actions, liabilities of any kind, including, as allowed by law, liabilities incurred due to joint negligence of the Village and the Contractor, judgments, cost and expenses, which may in anyway accrue against the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers, arising in whole or in part or as a consequence of the performance the contract or any part of the work by the Contractor, its employees, agents, or subcontractors, or which may in anyway result therefore, except that arising out of the sole legal cause of the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers. The Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

Contractor expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its officers,

appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers as herein provided.

Insurance Requirements

Contractor shall procure and maintain, for the duration of the contract, insurance written on an "occurrence" basis, against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

I. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

A. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers named as additional insureds, including ISO Additional Insured Endorsement CO 2026, CG 2010; and

B. Owners and Contractors Protective Liability (OCP) policy with the Village as insured; and

C. Insurance Service Office Business Auto Liability coverage form number CA 0001 (Ed. 10/90 or newer), Symbol 01 "Any Auto."

D. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

II. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

A. Commercial General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than $2,000,000 or a contract specific aggregate of $1,000,000.

B. Business Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage.

C. Workers' Compensation and Employers' Liability: Workers Compensation coverage with statutory limits and Employers' Liability limits of $1,000,000 per accident.

E. Excess Liability/Umbrella Coverage: $2,000,000 per occurrence and in the aggregate.

III. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions relative to the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers;

or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

IV. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

A. General Liability and Automobile Liability Coverages

1. The Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers are to be covered as specifically listed additional insureds as respects: liability arising out of the Contractor's work, including activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers.
2. The Contractor's insurance coverage shall be primary as respects the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers. Any insurance or self- insurance maintained by the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers.
4. The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom the claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Contractor shall be required to name the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers as additional insureds. A copy of the actual additional insured endorsement shall be provided to the Village.

B. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Village, its officers, officials, trustees, agents, employees and volunteers for losses arising from work performed by Contractor for the municipality.

C. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Village Manager at the Village's principle office address.

V. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

VI. VERIFICATION OF COVERAGE

Contractor shall furnish the Village with certificates of insurance naming the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Contractor's Public Liability Insurance shall be written on the Comprehensive form and shall include Contractual Liability, Products and Completed Operations, and Automobile Liability, all to the limits state above. Comprehensive Liability Insurance shall specifically include coverage for Independent Contractors and for both Hired and Non-Owned Automobiles. The insurance shall apply to all activities including spray-painting operations. The Village reserves the right to request full certified copies of the insurance policies and endorsements.

VII. SUBCONTRACTORS

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

VIII. ASSUMPTION OF LIABILITY

The Contractor assumes liability for all injury to or death of any person or persons including employees of the Contractor, any sub-contractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this contract.

Law and Venue

This Agreement provides for services to be performed within the State of Illinois. Accordingly, this Agreement, and all questions of interpretation, maintenance and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois. The parties agree that for the purpose of any litigation relative to this Agreement and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois and the parties consent to the in personam jurisdiction of said Court for any such action or proceeding.

Non-appropriation

All funds for payment by the Village under this contract are subject to the availability of an annual appropriation for this purpose by the Village. In the event of non-appropriation of funds by the Village for the services provided under the contract, the Springs will terminate the contract, without termination charge or responsibility for or obligation to the Contractor or for damages or other liability, on the last day of the then-current fiscal year for the services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Contractor on thirty days' prior written notice, but failure to give such notice shall be of no effect and the Village shall not be obligated under this contract beyond the date of termination.

Oral Statements

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the Village of Western Springs in the form of addenda which shall be mailed to all those that have picked up bid specifications and be made available to the public.

Permits, Licenses

The Contractor shall procure and pay for all permits and licenses necessary for the performance of the work, and/or required federal, state, county, and Village regulations and laws.

Protection and Restoration of Property

The Contractor shall take all necessary precautions for the protection of corporate or private property. The Contractor is responsible for the damage or destruction of real or personal property resulting from neglect, misconduct or omission in his manner or method of execution or non-execution of the work, or caused by defective work or the use of unsatisfactory materials, and such responsibility shall not be released until the work shall have been completed, accepted, and the requirements of the specifications complied with as determined by the Village.

Whenever public or private property is so damaged or destroyed, the Contractor shall, at its own expense, restore such property to a condition equal to that existing before such damage or injury was done by repairing, rebuilding or replacing it as may be directed, or he shall otherwise make good such damage or destruction in an acceptable manner. If the Contractor fails to do so, the Village may, after the expiration of a period of 48 hours after giving notice in writing, proceed to repair, rebuild or otherwise restore such property as may be deemed

necessary and, in addition to any other remedy, the cost thereof shall be deducted from any compensation due, or which may become due, under the contract.

References

A list of current references for jobs of similar size and scope must be submitted and included with the bid. A minimum of five (5) shall be required. Please fill out reference sheet in the Schedule of Bid Prices section of this document.

Renewal of Contract

The term of this contract shall be a one-time contract, ending on December 31, 2026 after the notice to proceed date, unless the contract is terminated pursuant to the terms herein.

Responsibility for Work

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

(a) All employees on the work and other persons who may be affected thereby;

(b) All the work and all materials or equipment to be incorporated therein, whether in storage on or off the side; and

(c) Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, maintenance or replacement in the course of work.

The Contractor shall be responsible for complying with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. The Contractor shall be responsible for erecting and maintaining as required by the conditions and progress of the work, all necessary safeguards for its safety and protection. The Contractor shall notify owners of adjacent utilities when performance of the work may affect them. All damage, injury or loss to any property referred to in paragraph (a) or (b) caused, directly or indirectly, in whole or in part, by Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by the Contractor. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as all the work is completed and accepted by the Village.

Right to Audit

The Contractor shall maintain such financial records and other records as may be prescribed by the Village of Western Springs or by applicable federal and state laws, rules, and regulations. The Contractor shall retain these records for a period of five years after final payment, or until they are audited by the Village, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period

for examination, transcription, and audit by the Village, its designees, or other authorized bodies.

Smoking Policies

All Contractors, their subcontractors, employees and agents are required to abide by the smoking policies in effect in all municipal buildings owned, leased, or operated by the Village. Failure to abide by these regulations is a violation of this contract; and in addition may subject the violator to civil penalties as prescribed in State law.

Taxes

The Village of Western Springs is a public body and is exempt from all sales, excise and use taxes and the Village shall supply its sales tax number to the Contractor for its use where appropriate.

Termination

If the contract is terminated by a default of the Contractor the Village shall pay the Contractor any amount due for actual, completed and accepted work, and the Village shall not be obligated to pay the Contractor any more money.

Unnecessarily Elaborate and Unresponsive Submittals

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to the solicitation are not desired and may be construed as an indication of the bidder's lack of responsiveness. Further, if the format of the bidder's submittal is prescribed in the bid documents and the bidder fails to follow that format, this may be construed as an indication of the bidder's lack of responsiveness.

Waivers of Lien

The Village requires for each application for payment a properly completed Contractor's Affidavit setting out, under oath, the name, address and amount due or to become due, of each subcontractor, vendor or party included in that payment. For every party listed, the Contractor shall also provide a full or partial waiver of lien, as appropriate, before a payment will be made to the Contractor. The Contractor's partial or final waiver of lien must be included. Payment Certificates shall not be issued without such mechanics' lien waivers and Contractor's sworn statements unless they are conditioned upon receipt of such waivers and statements.

The Contractor will indemnify and save the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers harmless from all claims growing out of the lawful demands of subcontractors, laborers, workers, mechanics, material men, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the work. The Contractor shall, at the Village's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so the Village may, after having notified the Contractor, withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon

payment to the Contractor shall be resumed in accordance with the terms of the contract documents.

The Village shall have the right to enter the premises for the purposes of doing work not covered by the contract. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the work, or the restoration of any damage work except such as may be caused by agents or employees of the Village.

Contractor's Drug-Free Workplace Certification

Pursuant to Illinois Compiled Statutes, Chapter 30, Act 580 et. seq. ("Drug-Free Workplace"), the undersigned Contractor hereby certifies to the contracting agency that it will provide a drug-free workplace by:

(A) Publishing a statement:

(1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's of Contractor's workplace.

(2) Specifying the actions that will be taken against employees for violations of such prohibition.

(3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:

(a) Abide by the terms of the statement; and

(b) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(B) Establishing a drug free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The grantee's or Contractor's policy of maintaining a drug-free workplace

(3) Any available drug counseling, rehabilitation, and employee assistance program; and

(4) The penalties that may be imposed upon employees for drug violations.

(C) Making it a requirement to give a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

(D) Notifying the contracting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) from an employee or otherwise receiving actual notice of such conviction.

(E) Imposing a sanction on, or requiring the satisfactory participation in a drug assistance or rehabilitation program by any employee who is so convicted, as required by Illinois Compiled Statutes, Chapter 127, Act 580, Paragraph 5.

(F) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.

(G) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this Section.

Failure to abide by this certification shall subject the Contractor to the penalties provided in Illinois Compiled Statutes, Chapter 30, Act 580, Paragraph 6.

NPN Carpet Installation Inc

Contractor

Date: 05/26/2026 Attest

Contractor's Certification Regarding
Non-Payment of Compensation

NPN Carpet Installation Inc DBA NPN Flooring hereby certifies that neither it nor any of its affiliated companies, nor any of its agents, employees or representatives offered or paid any type of compensation or commission to any third party, including any official of the Village of Western Springs, Illinois, to influence the Village of Western Springs.

Contractor

DATED: 05/26/2026 AG

ATTEST:

EXCEPTIONS TO THIS BID (THIS PAGE MUST ACCOMPANY BID)

Exhibit A

Agreement

This Agreement (the "Agreement") made this the ___day of **May** in the year **2026** by and between the Village of Western Springs, Illinois, 740 Hillgrove Avenue, Western Springs, Illinois, 60558 (the "Village") and _____ (the "Contractor"). The Village and the Contractor are at times referred herein, individually, as the "Party" and, collectively, as the "Parties".

The Village and Contractor agree as set forth below:

1. For the financial consideration hereinafter set forth, the Contractor agrees to furnish and provide all commercially necessary labor, materials, equipment and services and to do all other activities commercially required (the "Work") to complete the 2026 Flooring Replacement RFB as set forth in the contract requirements, a copy of which is attached here to as exhibit 1 dated May 14, 2026, and as agreed to in the Contractor's Bid dated May 28, 2026.

2. The Contractor agrees to commence the Work after **July 1, 2026** and before **December 31, 2026,** and will officially, diligently, and expeditiously conduct the Work in a commercially reasonable manner so as to assure completion by **December 31, 2026**.

3. The Village shall pay the Contractor for the performance of the Work to complete the 2026 Flooring Replacement RFB Flooring Replacement for a total dollar amount not to exceed THOUSAND AND NO/100 DOLLARS ($_____) in accordance with the Contractor's Bid dated **May 28, 2026,** subject to further additions and deductions as may be agreed upon in accordance with the terms of the contract documents. Payment shall be made monthly in accordance with the provisions of the Local Government Prompt Payment Act.

4. The Contractor represents and warrants that it will comply with the applicable state and federal laws concerning prevailing wage rates and all applicable state and federal laws and requirements concerning equal opportunities.

5. This Agreement shall consist of, incorporate and include each of the following contract documents, whether attached hereto or incorporated by reference herein:

   A. Legal Notice (Advertisement for Bid) published on **May 14, 2026.**

   B. Instructions to Bidders dated **May 14, 2026.**

   C. Contractor's Bid dated **May 28, 2026.**

C. Contractor's Bid dated **May 28, 2026.**

D. Contractor's bid bond submitted by Check in the amount of $500 dated **May 28, 2026.**

F. General Specifications and all additional provisions **May 28, 2026.**

G. Contractor's Drug Free Workplace Certification dated **May 28, 2026.**

H. Contractor's Certification Regarding Non-Payment of Compensation dated **May 28, 2026.**

I. Contractor certifications including Certification of Eligibility to Enter into Public Contracts.

J. Required Performance and Payment Bonds provided by the Contractor.

K. Required Insurance Certificates provided by the Contractor.

All of the contract documents are a part of this Agreement as if attached hereto or repeated herein.

This agreement executed on the day and year first written above.

Contractor:

By: Project Manager
(Name and Title)

*Corporate Seal of corporation

Attest:

By: Accountant
(Name and Title)

Village of Western Springs

By: _____
Heidi Rudolph, Village President

*Village Seal

By: _____
Ed Tymick, Village Clerk

Exhibit C

CHANGE ORDER NO.:

Owner:
Engineer:
Contractor:
Project:
Contract Name:
Date Issued:

Owner's Project No.:
Engineer's Project No.:
Contractor's Project No.:

The Contract is modified as follows upon execution of this Change Order:
Description:
Attachments:

Change in Contract Price	**Change in Contract Times [State Contract Times as either a specific date or a number of days]**
Original Contract Price: $ _____	Original Contract Times: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. **[Number of previous Change Order]**: $ _____	**[Increase] [Decrease]** from previously approved Change Orders No.1 to No. **[Number of previous Change Order]**: Substantial Completion: _____ Ready for final payment: _____
Contract Price prior to this Change Order: $ _____	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____
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Contract Price incorporating this Change Order: $ _____	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____

Recommended by Engineer (if required)	Accepted by Contractor
By: _____	_____
Title: _____	_____
Date: _____	_____
_____	Approved by Funding Agency (if applicable)
By: _____	_____
Title: _____	_____
Date: _____	_____

EXHIBIT B

CERTIFICATION OF ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS BY THE CONTRACTOR

I, Armando Guzman, having being first

duly sworn, depose and state that I am the

Project Manager

(insert "sole owner "partner", "president"," other" proper title)

and the authorized agent of NPN Carpet Installation Inc DBA NPN Flooring, which has submitted a Bid to, and is entering into a contract with, the Village of Western Springs for the performance of work in relation to the 2026 Flooring Project in the Village of Western Springs, and certifies on behalf of said company as follows:

1. The company is not barred from contracting with the Village as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of any state or of the United States.

2. The company shall comply with all applicable provisions of the Illinois Human Rights Act and has a written sexual harassment policy in full compliance with that Act.

3. The company is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or,

   a. is contesting such liability or the amount of tax in accordance with procedures established by the appropriate revenue act, or

   b. has entered into an agreement with the Department of Revenue for payment of all taxes due and is in compliance with that agreement.

   c. Not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1.

4. In compliance with the Veterans Preference Act (330 ILCS 55/).

5. In compliance with equal employment opportunities and, during the performance of the Agreement, the Contractor shall:

   a. Not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

b. If it hires additional employees in order to perform the Agreement or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Right's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

c. In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

d. Send to each labor organization or representative of workers, with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Illinois Department of Human Rights and the VILLAGE and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

e. Submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

f. Permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

g. Not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this section, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin because of habit, local custom or otherwise.

6. In compliance with 775 ILCS 5/2-105(A)(4) by having in place and enforcing a written sexual harassment policy.

7. In agreement that, in the event of non-compliance with the provisions of this certification relating to equal employment opportunity, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rules and Regulations, the Contractor may be declared ineligible for future contracts with the VILLAGE, and the Agreement may be canceled or

voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

8. In compliance with the requirements of 30 ILCS 580/ (Drug Free Workplace Act).

9. The Contractor and its officers, employees and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations. The Contractor certifies that it is an "Equal Opportunity Employer" as defined by federal and State laws and regulations, and agrees to comply with the Illinois Department of Human Rights ("IDHR") Equal Opportunity Employment clause as required by the IDHR's Regulations (44 Ill. Adm. Code, Part 750, Appendix A). As required by Illinois law and IDHR Regulation, the Equal Opportunity Employment clause is incorporated by reference in its entirety as though fully set forth herein. The Contractor certifies that it agrees to comply with the Prohibition of Segregated Facilities clause, which is incorporated by reference in its entirety as though fully set forth herein. See, Illinois Human Rights Act (775 ILCS 5/2-105). See also, Illinois Department of Human Rights Rules and Regulations, Title 44, Part 750. Administrative Code, Title 44: Government Contracts, Procurement and Property Management, Subtitle B: Supplemental Procurement Rules, Chapter X: Department of Human Rights, Part 750: Procedures Applicable to All Agencies, Section 750.160: Segregated Facilities (44 Ill. Adm. Code 750.160)

By: NFN Carpet Installation Inc
Name: Armando Guzman
Title: Authorized Agent of Contractor

Subscribed and Sworn To
Before Me This 27 Day
Of MAY, 2026

Notary Public
AIMEE MARGO HARTLEY

Notary Public

OFFICIAL SEAL
AIMEE MARGO HARTLEY
Notary Public, State of Illinois
Commission No. 992679
My Commission Expires
June 24, 2028

Exhibit C

CHANGE ORDER NO.:

Owner:
Engineer:
Contractor:
Project:
Contract Name:
Date Issued:

Owner's Project No.:
Engineer's Project No.:
Contractor's Project No.:

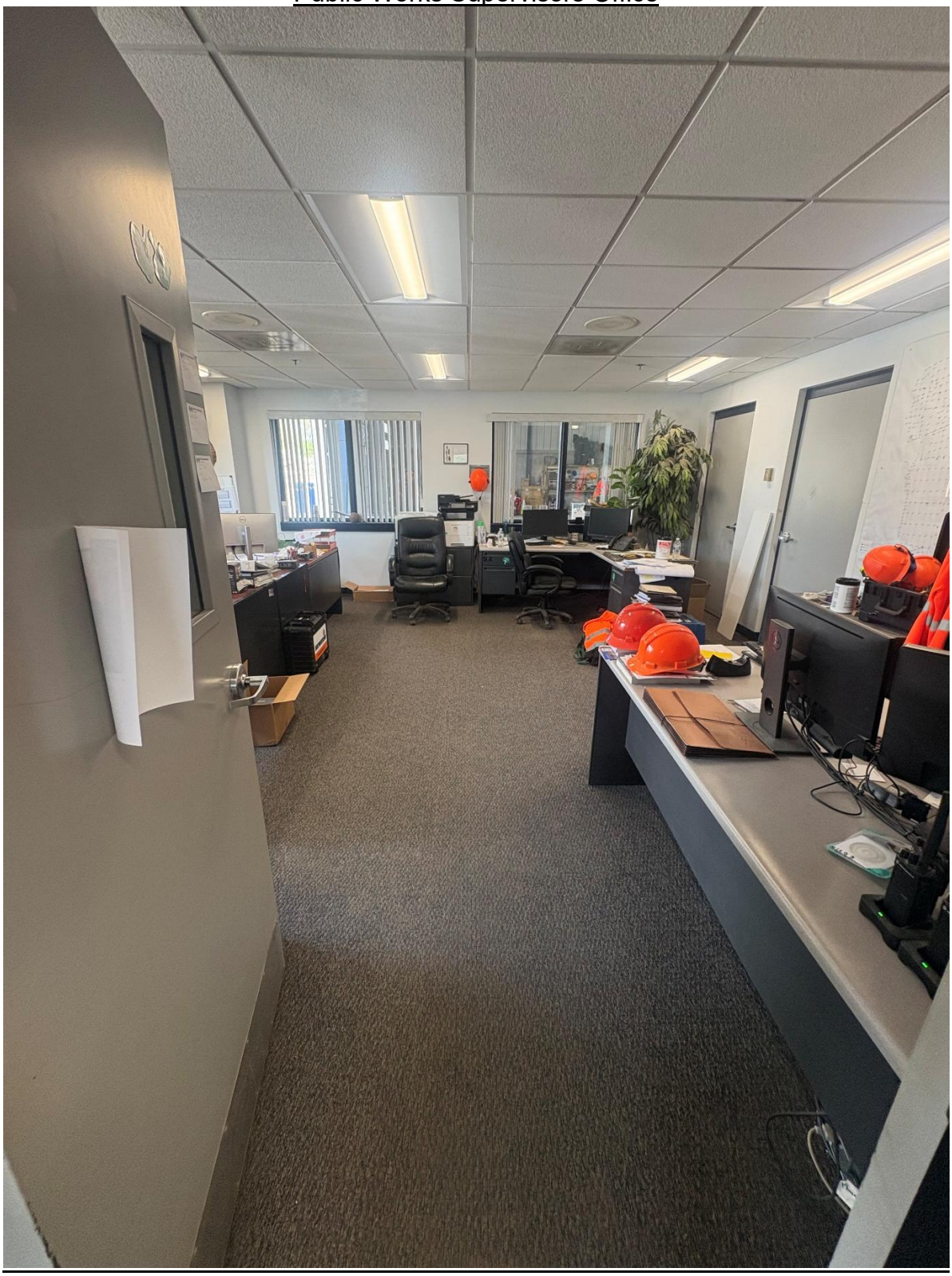
The Contract is modified as follows upon execution of this Change Order:
Description:
Attachments:

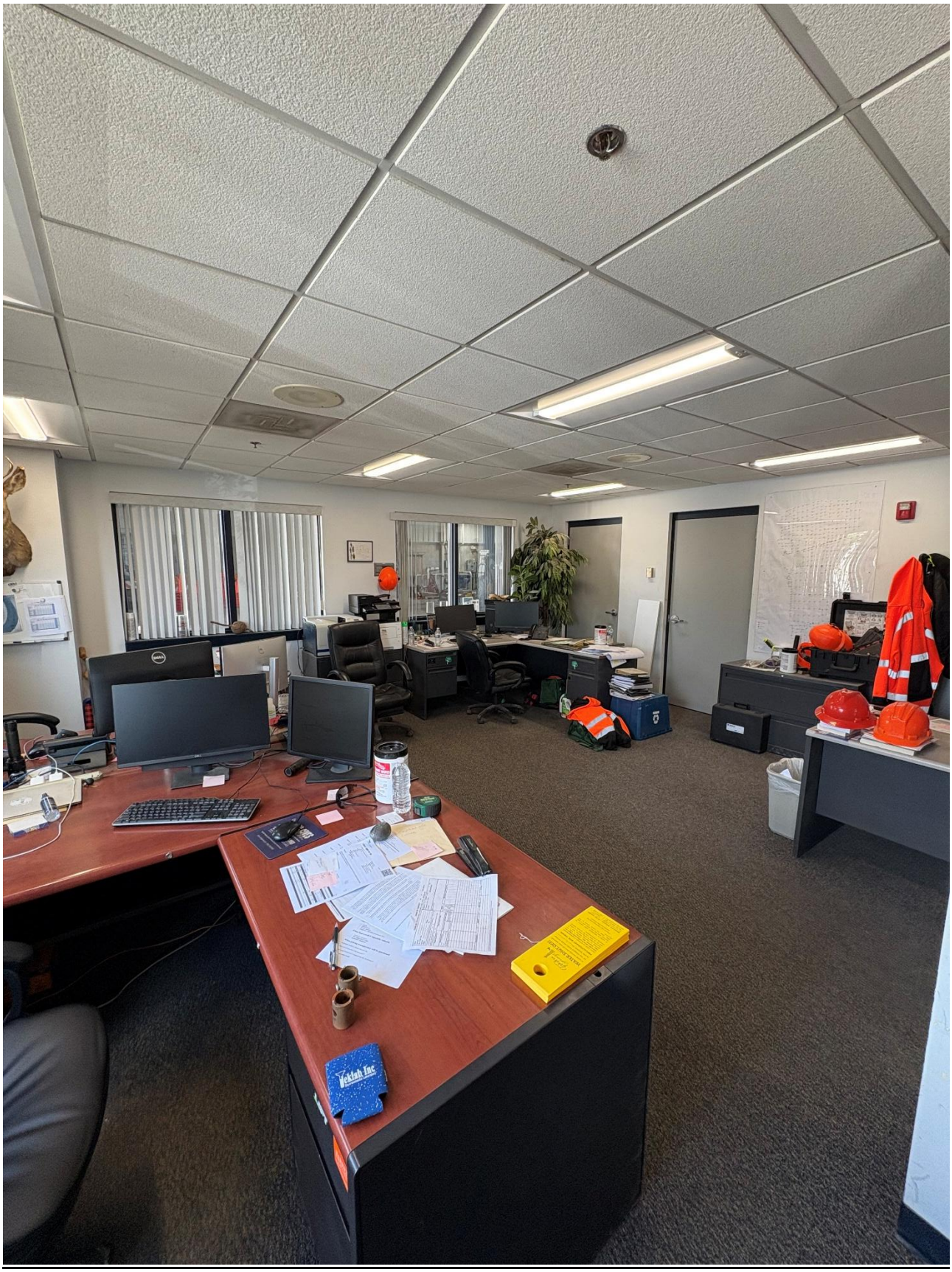
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Recommended by Engineer (if required)	Accepted by Contractor
By: _____	_____
Title: _____	_____
Date: _____	_____
_____	Approved by Funding Agency (if applicable)
By: _____	_____
Title: _____	_____
Date: _____	_____

SITE PHOTOS

Public Works Supervisors Office





Recreation Administration Office






Oriental Trading






STRONGER
SEEM
THINK






PLEASE



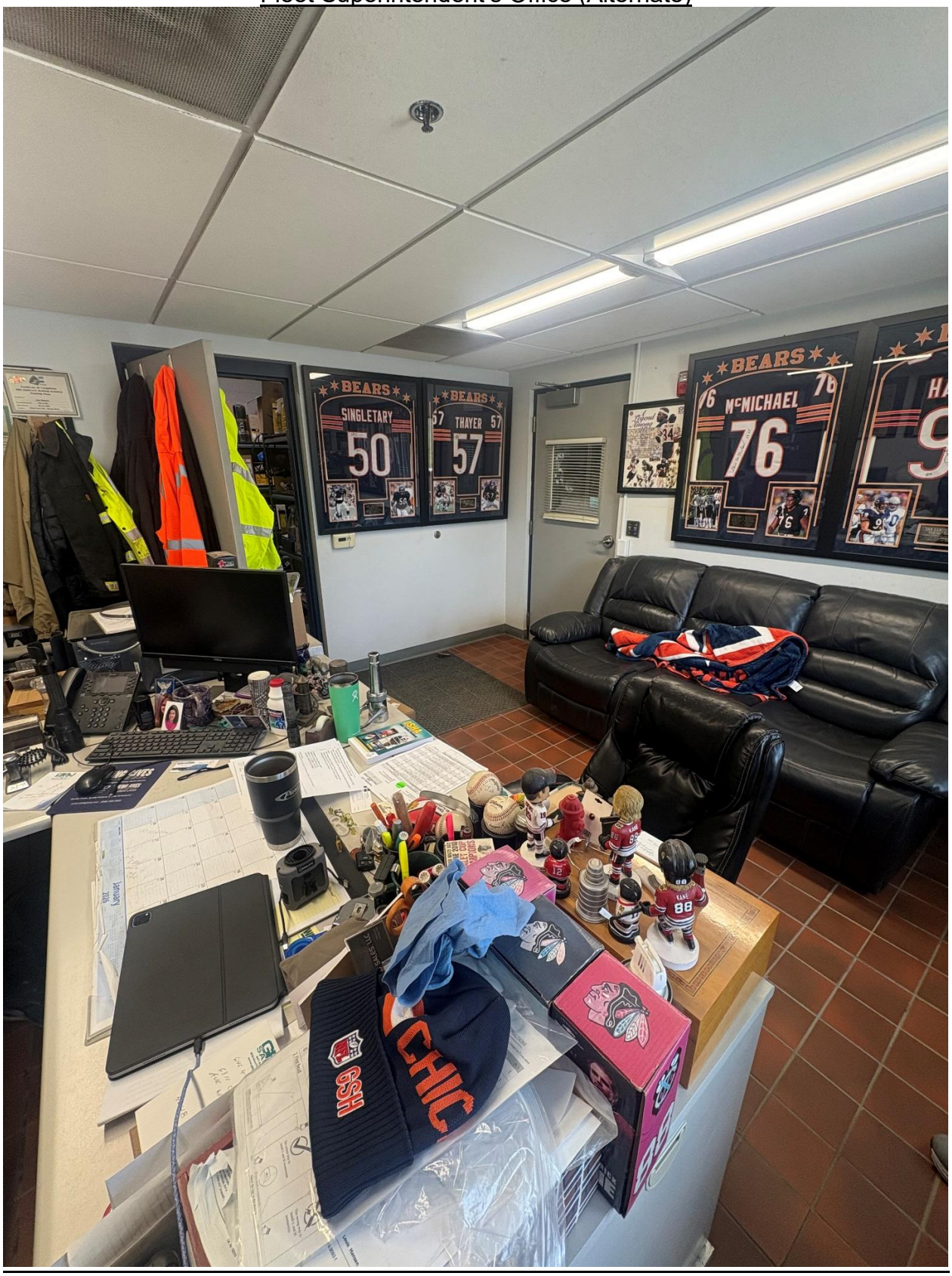

PAPER one
Copier
PROJECTOR
BOSE
DUM DUMS
NITRILE
CHORDS
CLEANING

Public Works Superintendent’s Office (Alternate)





Fleet Superintendent’s Office (Alternate)




MANAGER of the YEAR
CRC
claire

Fire Station Gym (Alternate)




TRUE

ARDEX FEATHER FINISH XF®

Self-Drying, Cement-Based Finish Underlayment

Provides a smooth surface over a variety of substrates prior to the installation of today's demanding floor coverings, including sheet vinyl and VCT

Install floor coverings in as little as 15 minutes

Superior coverage – up to 300 sq. ft. per bag*

Mold and mildew resistant

Priming not required for most applications

Exceptional bond strength

Suitable for castor wheels (EN 12 529)

Easy to mix with water only; applies to a true featheredge

Interior use only

ARDEX Americas
400 Ardex Park Drive
Aliquippa, PA 15001 USA
888-512-7339
www.ardexamericas.com

ARDEX FEATHER FINISH XF®

Self-Drying, Cement-Based Finish Underlayment

Suitable Substrates

- Concrete (structurally sound)
- Absorbent terrazzo on concrete †
- Metal (Interior only and non-aluminum) †, †††
- Plywood subfloors (untreated)
- Solid hardwood †, †††
- Gypsum ††
- Properly installed ARDEX moisture control systems on concrete:
  - ARDEX MC™ RAPID
  - ARDEX VR 98
- Other approved, non-porous materials on concrete:†
  - Non-porous (non-absorbent) cementitious terrazzo
  - Ceramic, quarry or porcelain tiles
  - Epoxy coatings
  - Epoxy terrazzo
  - Non-water-soluble adhesive residue
  - Concrete treated with certain curing compounds (test areas only; for full instructions, see ardexamericas.com/services/properprep)

†Must be sound, solid and well-bonded to underlying, structurally sound substrates.

Please note that a skim coat of a cementitious material applied over a non-porous surface may not create a porous bonding surface for the finish flooring and/or may not protect the finish flooring from migration of existing adhesive. Consult the flooring manufacturer for confirmation of any minimum thickness requirements for cementitious underlayments, as well as for any additional considerations, when installing over potentially non-porous surfaces.

††Please be advised that gypsum is inherently weak. This product will provide a solid bonding surface for new flooring, but it cannot correct the weakness of an underlying gypsum surface.

†††It is the responsibility of the installation contractor to ensure the substrate is rigid, well supported, properly anchored and free of undue flex and vibration.

Suitable Applications

- All grade levels
- Dry areas only
- Interior applications only
- May be used as an embossing filler over residential sheet vinyl when mixed with ARDEX P 82; see instructions below

Job Conditions

During installation and cure, substrate and ambient temperatures must be a minimum of 50°F / 10°C.

Step 1: Moisture Evaluation and Testing

This product is intended for interior, dry spaces. Hydrostatic pressure, plumbing leaks, flood factors and other sources of water infiltration must be identified and corrected prior to installation. This product is not a vapor barrier and will allow free passage of moisture vapor.

Test concrete in accordance with ASTM F2170. For high-moisture floor coverings and adhesives, this product can be installed over concrete with relative humidity (RH) levels up to 95% provided: Each on-ground slab is built on a vapor retarder, which remains effective and intact, in conformance with ASTM E1745.

All other cases: Moisture control is required if the RH exceeds the most stringent of the following: 1) the limitations imposed by the flooring manufacturer; 2) the limitations imposed by the adhesive manufacturer.

If moisture control is required, see "Moisture Control System Selection" section below.

Moisture Control System Selection

For ARDEX MC RAPID: RH levels up to 100% on all grade levels.

For ARDEX VR 98:

1. RH levels are 98% or below (85% for radiant-heated slabs).

2. The slab is either above-grade, or, the slab is built on a vapor retarder, which remains effective and intact, in conformance with ASTM E1745.

If moisture control is not required, select applications require priming. See the following section for further details.

Priming Method Selection (select applications)

If a moisture control course will not be applied, priming is needed only for select applications as follows:

- ARDEX P 82 ™ Ultra Prime
- ARDEX P 4™ Pre-Mixed, Rapid-Drying, Multipurpose Primer
- ARDEX P 51™ Primer

Substrate (Interior, dry substrates only; All grade levels)	Priming Course
Gypsum and extremely absorbent concrete	ARDEX P 51 "double prime" or ARDEX P 4
Metal (Interior only and non-aluminum)	ARDEX P 82; anti-corrosive epoxy coating required for ferrous metals
Epoxy	ARDEX P 82 or ARDEX P 4

Step 2: Substrate Preparation (Proper Prep™)

For full details on Proper Prep, reference the following articles at ardexamericas.com/services/properprep:

- Article 1.1: Preparing Concrete for ARDEX or HENRY Underlayments
- Article 1: Preparing Concrete for Bonded ARDEX or HENRY Applications
- Article 2: Preparing Wood for Bonded ARDEX Applications
- Article 3: Preparing Metal for Bonded ARDEX Applications
- Proper Prep Brochure

If necessary, mechanically clean the substrate by shot blasting or similar means. Do not use acid etching, adhesive removers, solvents or sweeping compounds, as these are bond breakers. Sanding is not an effective method to remove contaminants from concrete.

Substrate must be dry and free of excess moisture and alkali. All substrates must be sound, solid and thoroughly clean of all bond-breaking contaminants, including but not limited to: dirt, dust, wax, grease, paints and oils; unapproved curing compounds and sealers; overwatered or otherwise loose or weak material; and unsuitable adhesive residues.

Handle and dispose of asbestos and other hazardous materials in accordance with prevailing regulations, which supersede the recommendations in this document.

Minimum Preparation

In all cases, substrate must be clean; additional prep may be needed, as follows:

Substrate	Minimum Preparation
Non-water-soluble adhesive residue on concrete	Must be scraped to a thin, well-bonded residue (rfci.com)
Substrate to receive ARDEX VR 98 / ARDEX P 51	Mechanically remove all adhesive residue, sealers, curing compounds, tiles, mortars and epoxy coatings down to clean, sound, solid concrete / terrazzo Substrate must be clean and absorbent (ASTM F3191)
Concrete to receive ARDEX MC RAPID	Mechanically remove all adhesive residue, sealers, curing compounds, tiles, mortars and epoxy coatings down to clean, sound, solid concrete / terrazzo Concrete and terrazzo substrates must be clean and prepared to a minimum CSP 3 / maximum CSP 5 (icri.org)

Vacuuming

Following preparation, thoroughly vacuum to remove all excess dirt and debris.

Step 3: Treating Joints and Cracks

Under no circumstances should any product herein be installed over moving joints or moving cracks. Honor all moving joints.

If an ARDEX moisture control system will be installed (see "Moisture Testing" section above): All dormant joints and dormant cracks greater than a hairline (1/32"/ 0.8 mm) that will not be honored must be pre-filled with ARDEX ARDIFIX™ Low Viscosity Rigid Polyurethane Crack and Joint Repair and sand broadcasted to refusal in strict accordance with the technical data sheet.

Step 4: Install Appropriate Moisture Control or Priming Course (if needed)

See the "Moisture Control System Selection" and "Priming Method Selection" sections above to select the appropriate product, if applicable.

Products may need longer drying times with low surface temperatures and/or high ambient humidity. Do not proceed with subsequent steps before product has dried thoroughly.

Moisture Control System Installation (if required)

If moisture control is required, install the selected ARDEX moisture control system, in accordance with the appropriate technical data sheet (www.ardexamericas.com/products). To select the appropriate moisture control system, see the "Moisture Control System Selection" section above.

Gypsum and Extremely Absorbent Concrete: ARDEX P 51 "Double Prime"

Make an initial application of primer diluted with 3 parts water by volume. Let the initial application dry thoroughly (1 - 3 hours), and then install a second application of primer mixed 1:1 with water as detailed directly above.

Metal / Epoxy: ARDEX P 82

To prevent rust from recurring, ferrous metals must first be coated with an anti-corrosive epoxy coating. The coating must be installed and allowed to dry thoroughly in accordance with the manufacturer's written recommendations.

Follow the mixing instructions on the container, and apply with a short-nap or sponge paint roller, leaving a thin coat of primer. Do not leave any bare spots. Back roll with a dry roller to remove excess primer. ARDEX P 82 should be applied within 1 hour of mixing. Allow to dry to a thin, slightly tacky film (min. 3 hours, max. 24 hours).

Metal: ARDEX EP 2000

ARDEX EP 2000 can also be used as a priming option over interior metal substrates. Please contact the ARDEX Technical Service Department for a full recommendation.

Epoxy: ARDEX P 4

Apply a thin, even layer to the substrate using a short-nap roller, sponge paint roller or paintbrush. Allow the primer to dry to a thin, opaque, white film (min. 30 minutes; 70°F / 21°C). Once dry, there is no time limit before the subsequent installation may proceed. However, please note that the subsequent installation should proceed as soon as possible to avoid surface contamination or damage to the primed surface.

Step 5: Mixing and Application

Recommended Tools

ARDEX T-2 Mixing Paddle • 1/2" (12 mm) heavy-duty drill (min. 650 rpm) • appropriate measuring bucket • Mixing container

Water ratio: 2 1/2 quarts (2.4 L) of clean water per unit; 2 parts powder to 1 part clean water by volume (small batches)

Thickness of Application

Application	Max. Thickness
Small, well-defined areas	Unlimited
All other applications	1/2" (12 mm)

Manual

Pour the water in the mixing container first, and then add powder while mixing with the mixing paddle and a 1/2" (12 mm) heavy-duty drill (min. 650 rpm). Mix thoroughly for approximately 2 to 3 minutes to obtain a lump-free mix. Do not overwater! Additional water will weaken the compound and lower its strength.

Small batches may be mixed by hand. Use a margin trowel, and mix vigorously. Just prior to application on the substrate, the mixture should be stirred again to ensure a creamy, smooth, lump-free consistency.

Please note that for thin applications, the profile of the substrate can affect the flatness and smoothness of the product. The thickness of the application should be calculated based on the surface profile of the substrate and the specified tolerances of the floor covering.

After mixing, apply the product to the substrate with the flat side of a steel trowel to obtain a solid mechanical bond before applying the desired thickness. Apply sufficient pressure to fill all defects and to feather the product onto the subfloor surface.

For installations over ARDEX VR 98, special application procedures are required. Please refer to the ARDEX VR 98 technical data sheet or consult the ARDEX Technical Service Department for a full recommendation.

The pot life of the product is approximately 15-20 minutes at 70°F (21°C). If stiffening or surface skinning occurs within this time, remix before using. **Do not add more water.**

Wear Surface

This product is not to be used as a permanent wear surface, even if coated or sealed. Install a suitable floor covering material, such as carpet, vinyl flooring, ceramic tile, etc. For concrete floors in warehouses, storage areas, hallways or other areas where a wear surface is required, use ARDEX SD-M™ DESIGNER FLOOR FINISH™.

Step 6: Drying Time and Installation of Flooring

All dry times are calculated at 70°F (21°C). Drying time is a function of jobsite temperature and humidity conditions. Low substrate temperatures and/or high ambient humidity will extend the drying time. Adequate ventilation and heat will aid drying. Forced drying can dry the surface of the product prematurely and is not recommended.

Wood flooring and high-performance adhesives (epoxies or urethanes):	16 hours
All other applications:	(When hardened) typically 15 - 20 minutes

Notes

Intended for use by professional contractors who are trained in the application of this product and/or similar products. Not sold by ARDEX through home improvement centers. For information on ARDEX Academy trainings, visit ardexamericas.com.

In accordance with industry standards, and to determine the suitability of the products for the intended use, always install an adequate number of properly located test areas including the finish flooring. As floor coverings vary, always contact and rely upon the floor covering manufacturer for specific directives, such as maximum allowable moisture content, adhesive selection and intended end use of the product. If the installation is not proceeding as expected, contact the ARDEX Technical Service Department before proceeding further.

Never mix with cement or additives outside of our written recommendations. Observe the basic rules of concrete work, including the minimum surface and air temperatures detailed above. Install quickly if the substrate is warm, and follow the warm weather installation guidelines available on our website.

Dispose of packaging and residue in accordance with prevailing regulations. Do not flush material down drains. Do not reuse packaging.

Precautions

Carefully read and follow all precautions and warnings on the product label. For complete safety information, please refer to the Safety Data Sheet (SDS) available at www.ardexamericas.com.

Technical Data According to ARDEX Quality Standards

All data based on a partial, in-lab mix. Mixing and testing completed at 70°F / 21°C. Physical properties are typical values and not specifications.

Coverage	Per bag at 1/4" (6 mm): 16.7 sq. ft. (1.5 sq. m) Per bag at 1/8" (3 mm): 33.3 sq. ft. (3.09 sq. m) Per bag at skim coat: 100 - 300 sq. ft. (9.2-27.8 sq. m) Coverage varies with texture of substrate surface.
Drying Time:	See the "Drying Time and Installation of Flooring" section above.
VOC:	0
Packaging:	10 lbs (4.5 kg) bag
Storage:	Store in a cool, dry area. Do not leave units exposed to sun.
Shelf Life:	9 months, if unopened and properly stored
Warranty:	ARDEX L.P. Standard Limited Warranty applies. Also eligible for the ARDEX/HENRY SystemOne™ Warranty when used in conjunction with select HENRY® Flooring Adhesives. See ardexamericas.com/services/warranties for full warranty details.

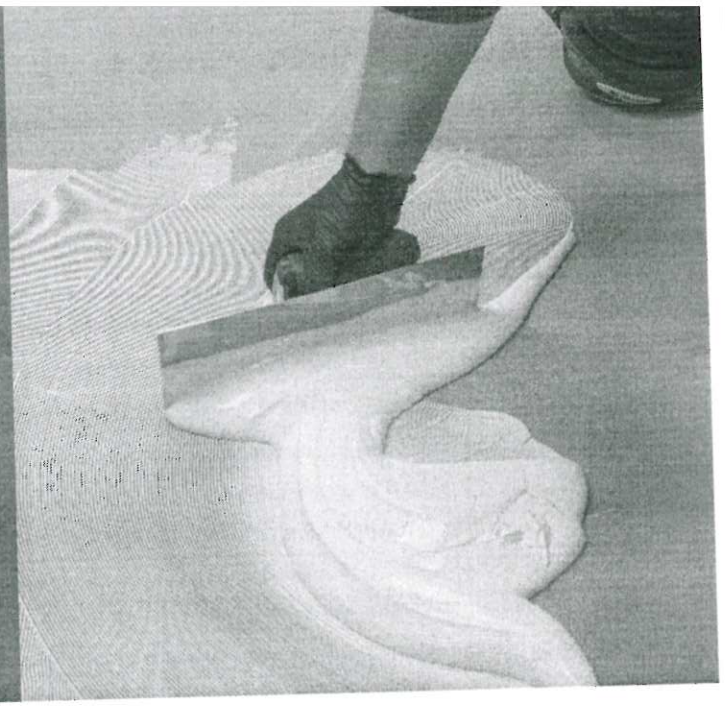
Made in the USA.

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ardexamericas.com/services/technical-services/techupdates.

Ultrabond ECO 399

Heavy-Duty, Pressure-Sensitive, Multi-Flooring Adhesive





DESCRIPTION

Ultrabond ECO® 399 is a high-moisture-resistant, heavy-rolling-load-resistant, aggressive, pressure-sensitive adhesive with enhanced dimensional control properties designed to install a wide variety of resilient flooring types. *Ultrabond ECO 399* can also be used for flash-coving installations using traditional installation methods.

FEATURES AND BENEFITS

- Resistant to heavy rolling loads
- Minimizes gaps in luxury vinyl tile and plank
- Resistant to high moisture
- Allows up to 6 hours of working time

WHERE TO USE

- Approved for use with vinyl composition tile (VCT), luxury vinyl tile, luxury vinyl plank, vinyl enhanced tile, quartz tile, bio-based tile, fiberglass-reinforced vinyl sheet flooring, solid vinyl sheet flooring, reground rubber underlayment, rubber sheet and tile flooring, cork underlayment, and vinyl-backed and polyolefin-backed carpet tile

LIMITATIONS

- Do not install over substrates containing asbestos.
- For interior installations only
- Install flooring only in areas recommended by the flooring manufacturer.
- Do not install into wet adhesive over nonporous substrates.
- Do not apply over any adhesive residues, including cutback adhesive.
- Do not use to install luxury vinyl tile or luxury vinyl plank with known dimensional stability issues.
- Do not install when the moisture vapor emission rate (MVER) exceeds 15 lbs. per 1,000 sq. ft. (6.80 kg per 92.9 m^2) per 24 hours, when using the anhydrous calcium chloride test (per ASTM F1869).
- Do not install when the relative humidity (RH) of the concrete slab exceeds 99% (per ASTM F2170).
- Do not install in areas with known moisture problems.
- Use only when the substrate temperature is between 50°F and 90°F (10°C and 32°C).
- Do not install unless the surface temperature of the substrate is 5 degrees Fahrenheit (2.8 degrees Celsius) above the dew point.
- Do not install when the pH is 12 or greater.

SUITABLE SUBSTRATES

- Concrete (at least 28 days old, installed per ASTM F710)
- Cement terrazzo
- Exterior-grade plywood and other approved wood substrates (per the flooring manufacturer's recommendations)
- Cement-based self-leveling underlayments and patching compounds
- Embossing levelers applied over existing and fully bonded ceramic tile and sheet vinyl
- A single layer of fully bonded VCT
- Properly primed gypsum underlayments that meet the requirements for compressive strength according to ASTM F2419
- Radiant-heat systems that have been properly installed and operating at a surface temperature no higher than 85°F (29°C)
- Properly installed and sound MAPEI epoxy moisture barriers

Consult MAPEI's Technical Services Department for installation recommendations regarding substrates and conditions not listed.

SURFACE PREPARATION

- All substrates must be structurally sound, dry, solid and stable.
- The substrate should be clean and free of dust, dirt, oil, grease, paint, curing agents, concrete sealers, loosely bonded toppings, loose particles, and any other substance or condition that may affect the overall performance of the product.
- Substrates must be flat to 3/16" in a 10-ft. span (4.5 mm in a 3.05-m span).

See the "Surface preparation requirements" reference guide in the Floor Covering Installation Systems section of MAPEI's Website.

MIXING

Before product use, take appropriate safety precautions. Refer to the Safety Data Sheet for details.

- Ready to use, with no mixing necessary

PRODUCT APPLICATION

Refer to the flooring manufacturer's guidelines for acclimation requirements and complete installation instructions. Read all installation instructions thoroughly before installation.

1. Select the appropriately notched trowel (see the "Approximate Coverage" chart below) and spread the adhesive evenly over the subfloor, keeping the trowel at a 45-degree angle to the subfloor.
2. On nonporous substrates, allow adhesive to remain open for 30 to 60 minutes or until it is dry to the touch, and then place the flooring.
3. On porous substrates, flooring can be installed into semi-wet adhesive. Or allow the adhesive to remain open for 30 to 60 minutes until it is dry and does not transfer to the finger when touched.
4. Only apply as much adhesive as can be installed within 6 hours. Protect the open adhesive from dust and debris, which will inhibit proper bond and decrease tack.
5. Roll flooring using a 75-lb. (34.0-kg) or 100-lb. (45.4-kg) roller.

CLEANUP

- Use water to clean adhesive smudges from the flooring surface and tools while the adhesive is fresh/wet.

PROTECTION

- Protect the finished installation from light traffic for at least 6 hours and from heavy traffic for at least 12 hours.
- Building owners should become aware of the flooring manufacturer's guidelines for climate-control settings (temperature and humidity). These conditions must be monitored and kept constant to ensure the overall performance and long-term success of the installation.

Product Performance Properties

Laboratory Tests	Results
Solids content	50% to 55%
Density	8.3 lbs. per U.S. gal. (0.99 g per mL)
Flash point (Tag)	> 201°F (94°C)
VOC content (SCAQMD Rule 1168)	< 50 g per L
Typical VOC content per SCAQMD Rule 1168 testing methods	32 g per L

Shelf Life and Product Characteristics

Shelf life	2 years when stored in original, unopened packaging at 73°F (23°C)
Storage conditions	50°F to 90°F (10°C to 32°C)
Adhesive type	Acrylic latex
Consistency	Smooth paste
Color	Off-white

Protect containers from freezing in transit and storage. If frozen, material should not be stirred until it has completely thawed. Provide for heated storage on site and deliver all materials at least 24 hours before work begins.

Application Properties

at 73°F (23°C) and 50% RH

Working time*	< 6 hours

** Working time may vary based on temperature, humidity, substrate porosity, trowel size and jobsite conditions.*

Packaging

Size
Pail: 1 U.S. gal. (3.79 L)
Pail: 4 U.S. gals. (15.1 L)

Approximate Coverage**

per 4 U.S. gals. (15.1 L)

Flooring Type	Typical Application Tool	Coverage
Luxury vinyl tile/plank, bio-based tile, vinyl enhanced tile, VCT, solid vinyl sheet flooring and rubber sheet/tile on porous substrates	1/16" x 1/16" x 1/16" (1.5 x 1.5 x 1.5 mm), square-notch trowel	500 to 740 sq. ft. (46.5 to 68.7 m^2)
Luxury vinyl tile/plank, bio-based tile, vinyl enhanced tile, VCT, solid vinyl sheet flooring and rubber sheet/tile on nonporous substrates	1/16" x 1/32" x 1/32" (1.5 x 1 x 1 mm), U-notch trowel	740 to 980 sq. ft. (68.7 to 91.0 m^2)

Vinyl-backed and polyolefin-backed carpet tile, and fiberglass-reinforced sheet vinyl	1/16" x 1/32" x 1/32" (1.5 x 1 x 1 mm), U-notch trowel	740 to 980 sq. ft. (68.7 to 91.0 m^2)
	1/4" (6 mm) nap roller	1,000 to 1,400 sq. ft. (92.9 to 130 m^2)

*** Trowel dimensions are depth/width/space. Coverage shown is for estimating purposes only. Actual jobsite coverage may vary according to substrate conditions, type of trowel used and setting practices.*

ADDITIONAL INFORMATION

Refer to the Safety Data Sheet (SDS) for specific data related to health and safety as well as product handling.

For information on MAPEI's commitment to sustainability and transparency, as well as how MAPEI products may contribute to green building standards and certification systems, contact sustainability_USA@mapei.com (USA) or sustainability-durabilite@mapei.com (Canada).

WARNING

The test results shown in the TECHNICAL DATA table were obtained in compliance with test methods and curing cycles, if applicable, defined in the industry standards referenced on the Technical Data Sheet. Please note that the use of test procedures or methods other than those indicated in the table could lead to different values and that, in such cases, any liability of our company is excluded.

LEGAL NOTICE

The contents of this Technical Data Sheet ("TDS") may be copied into another project-related document, but the resulting document shall not supplement nor replace requirements per the TDS in effect at the time of the MAPEI product installation. For the most up-to-date TDS and warranty information, please visit our website at www.mapei.com. **ANY ALTERATIONS TO THE WORDING OR REQUIREMENTS CONTAINED IN OR DERIVED FROM THIS TDS SHALL VOID ALL RELATED MAPEI WARRANTIES.**
Before using, the user must determine the suitability of our products for the intended use, and the user alone assumes all risks and liability. **ANY CLAIM SHALL BE DEEMED WAIVED UNLESS MADE IN WRITING TO US WITHIN FIFTEEN (15) DAYS FROM DATE IT WAS, OR REASONABLY SHOULD HAVE BEEN, DISCOVERED.**

CONTACT INFORMATION

MAPEI Headquarters of North America
1144 East Newport Center Drive
Deerfield Beach, Florida 33442
1-888-US-MAPEI (1-888-876-2734) / (954) 246-8888

Technical Services
U.S. and Puerto Rico:
Flooring: 1-800-992-6273
Concrete and heavy construction: 1-888-365-0614
Canada:
1-800-361-9309

Customer Service
1-800-42-MAPEI (1-800-426-2734)

Edition Date: September 11, 2025 MK 3000402 (25-2025)

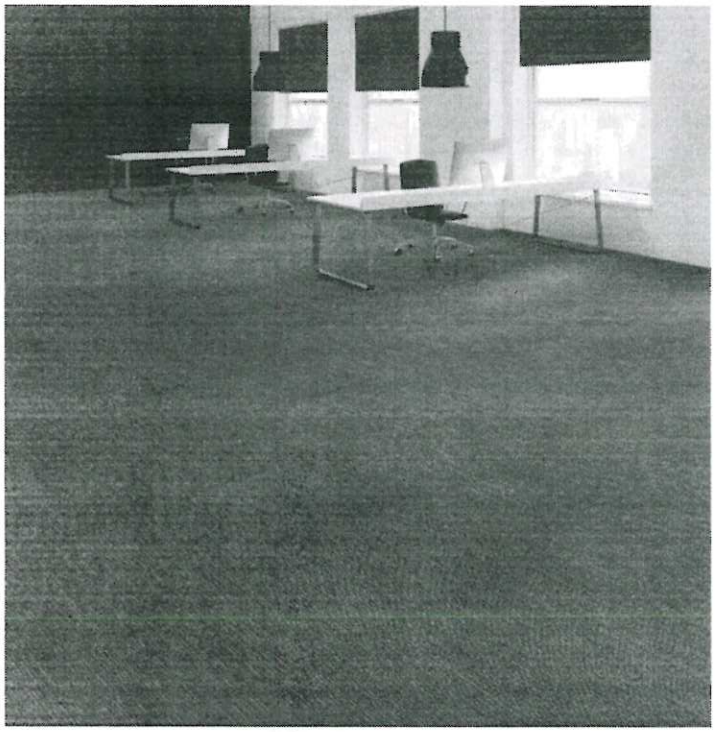
For the most current product data and BEST-BACKED^{SM} warranty information, visit www.mapei.com.
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Aladdin COMMERCIAL

PRIMARY EFFECT

Surface Stitch 2B175

24 in x 24 in Carpet Tile



Product Type	Carpet Tile
Style	Surface Stitch
Style #	2B175
Color	Space
Color #	593
Collection	Primary Effect
Fiber Type	ColorStrand® Nylon
Backing	Ultraset Matrix
Construction	Tufted
Size	24 in x 24 in
Surface Appearance	Patterned Loop
Dye Method	Solution Dyed
Installation Methods	Quarter Turn, Vertical Ashlar, Brick Ashlar, Multi Directional
Pile Thickness	0.096
Gauge	1/12 (47.00 rows per 10 cm)
Flammability	ASTM E 648 Class I (Glue Down)
Smoke Density	ASTM E 662 Less than 450
Static Propensity	AATCC-134 Under 3.5 KV
Soil Release Technology	Mohawk Protection Plus Soil
Recommended Adhesives	Enpress, M700 Plus, Flexlok + Tabs

Colorways



Space
Color: 593



Grenade
Color: 929



Lava
Color: 937



Fission
Color: 948



Seal
Color: 979



Shadow
Color: 989

Aladdin
COMMERCIAL

Recommended Installation Methods



Quarter Turn



Vertical Ashlar



Brick Ashlar



Multi Directional

Warranties

10 Year Stain Warranty

Ultraset Carpet Tile Warranty

Colorstrand Warranty

Lifetime Limited Wear Warranty

Lifetime Limited Static Protection Warranty

Lifetime Limited Edge Ravel, Zippering, Delamination and Dimensional Stability Warranty

Lifetime Limited Colorfastness to Light Warranty

10 Year Limited Stain Resistance Warranty, 10 Year Limited Colorfastness to Atmospheric Contaminants

Resources

Carpet Care

Carpet Tile Installation

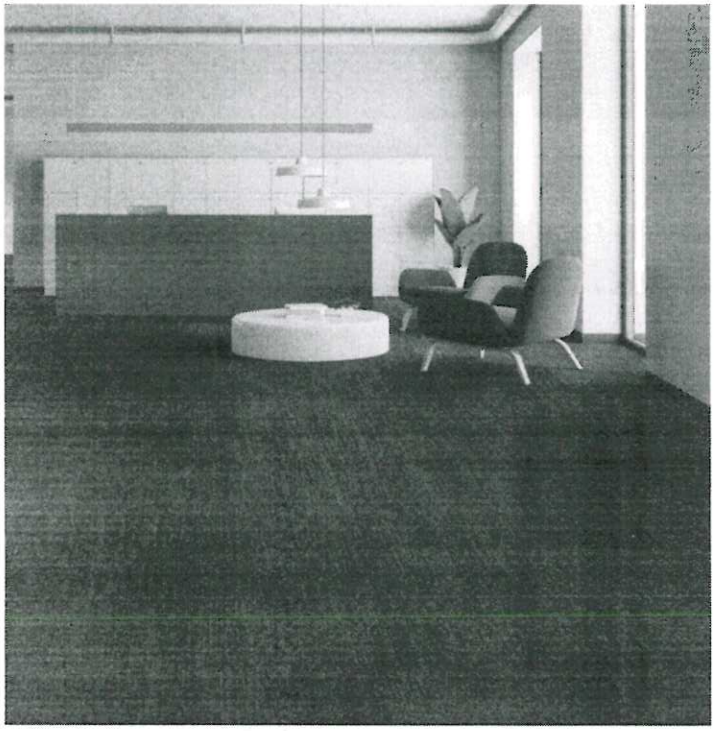
Direct Glue-Down Installation

Aladdin COMMERCIAL

CITY SKYLINES

Uptown Vision 2B210

12 in x 36 in



Product Type	Carpet Tile
Style	Uptown Vision
Style #	2B210
Color	Town Square
Color #	949
Collection	City Skylines
Backing	Ultraset Matrix
Construction	Tufted
Size	12 in x 36 in
Surface Appearance	Textured Patterned Loop
Dye Method	Solution Dyed
Installation Methods	Quarter Turn, Brick Ashlar, Vertical Ashlar, Multi Directional
Pile Thickness	0.110
Total Thickness	0.224 "
Gauge	1/12 (47.00 rows per 10 cm)
Tufted Weight	18 oz/yd2 (610 g/m2)
Stitches Per Inch	11.8 (46.5 per 10cm)
Flammability	ASTM E 648 Class 1 (Glue Down)
Smoke Density	ASTM E 662 Less than 450
Static Propensity	AATCC-134 Under 3.5 KV
Soil Release Technology	Mohawk Protection Plus Soil
Recommended Adhesives	Enpress, M700 Plus, Flexlok + Tabs

Colorways



River Landing
Color: 559



Civitan Trail
Color: 888



Town Square
Color: 949



Historical Row
Color: 978

Aladdin COMMERCIAL

Warranties

10 Year Stain Warranty

Ultraset Carpet Tile Warranty

Envirostrand Warranty

10 Year Limited Wear Warranty

10 Year Limited Static Protection Warranty

10 Year Limited Edge Ravel, Zippering, Delamination, and Dimensional Stability Warranty

10 Year Limited Colorfastness to Light Warranty

10 Year Limited Stain Resistance Warranty, 10 Year Limited Colorfastness to Atmospheric Contaminants

Resources

Carpet Care

Carpet Tile Installation

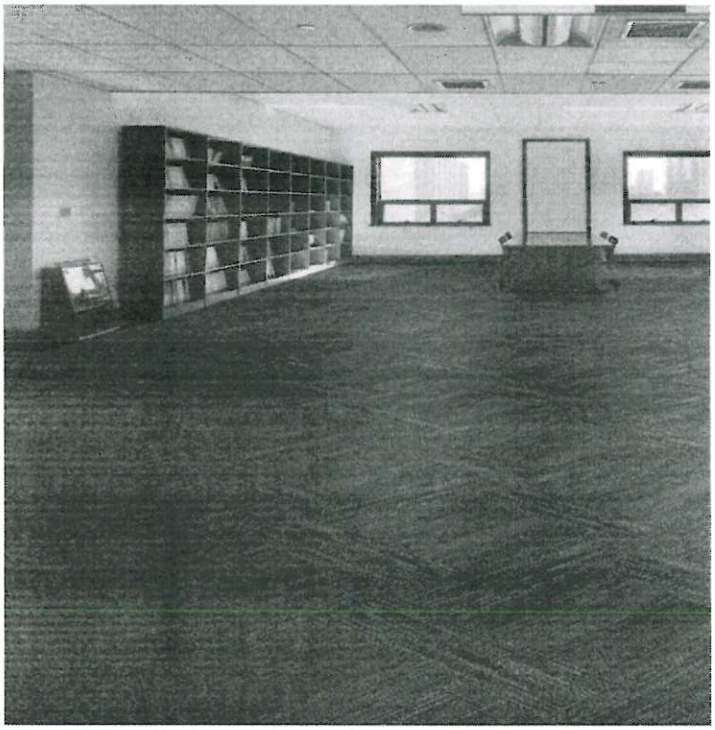
Direct Glue-Down Installation

Aladdin COMMERCIAL

MEDIA PLANK

Syndicated Buzz 2B198

12 in x 36 in Carpet Tile



Product Type	Carpet Tile
Style	Syndicated Buzz
Style #	2B198
Color	On Demand
Color #	978
Collection	Media Plank
Fiber Type	Envirostrand Sd
Backing	Ultraset Matrix
Construction	Tufted
Size	12 in x 36 in
Surface Appearance	Patterned Loop
Dye Method	Solution Dyed
Installation Methods	Brick Ashlar, Basket Weave, Plank Half Lap Stepping, Random, Herringbone
Pile Thickness	0.088
Total Thickness	0.221 "
Gauge	1/12 (47.00 rows per 10 cm)
Tufted Weight	18 oz/yd2 (610 g/m2)
Stitches Per Inch	12.7 (50 per 10cm)
Flammability	ASTM E 648 Class I (Glue Down)
Smoke Density	ASTM E 662 Less than 450
Static Propensity	AATCC-134 Under 3.5 KV
Soil Release Technology	Mohawk Protection Plus Soil
Recommended Adhesives	Enpress, M700 Plus, Flexlok + Tabs

Colorways



Online News
Color: 559



Trending Now
Color: 828



Special Report
Color: 888



Instant Replay
Color: 949



On Demand
Color: 978



Total Access
Color: 989

Aladdin
COMMERCIAL

Recommended Installation Methods



Brick Ashlar



Basket Weave



Herringbone

Warranties

10 Year Stain Warranty

Ultraset Carpet Tile Warranty

Envirostrand Warranty

10 Year Limited Wear Warranty

10 Year Limited Static Protection

10 Year Limited Edge Ravel, Zippering, Delamination, and Dimensional Stability Warranty

10 Year Limited Stain Resistance Warranty

10 Year Limited Colorfastness to Light Warranty, 10 Year Limited Colorfastness to Atmospheric Contaminants

Resources

Carpet Care

Carpet Tile Installation

Direct Glue-Down Installation

AGENDA ITEM SUMMARY

PROPERTIES AND RECREATION COMMITTEE

Properties and Recreation Committee: June 15, 2026

AGENDA ITEM D.2.

To: Properties and Recreation Committee
From: Diana Puga, Municipal Services Coordinator
CC: Matthew Supert, Director of Municipal Services, Ellen Baer, Village Manager
RE: Contract with Futurity 19 for the 2026 Painting Project

Recommendation

Consider a recommendation to approve a contract with the lowest cost, qualified, responsive bidder, Futurity 19, Inc., for the 2026 Painting Project for an amount not to exceed $16,270.

Summary

On May 14, 2026, the Village issued a Request for Bids for painting services. An optional pre-bid meeting was held at Village Hall on May 21, 2026, during which prospective contractors were able to view the worksites in person and ask questions to staff. A total of seven (7) firms and 5 bid aggregation platforms picked up bid. On May 28, 2026, the Village received a total of two (2) bids for the painting contract. The base bid included the ceiling of the Water Treatment Plant basement and the interior of the train station. The results of the base bids are summarized as follows:

Location	Futurity 19, Inc.	Taza Construction DBA Tiles in Style LLC
Water Treatment Plant Basement	$ 4,750.00	$ 95,937.00
Train Depot Interior	$ 2,520.00	$ 6,850.00
Total [AS READ]	$ 7,270.00	$ 102,787.00
Total [AS CALCULATED]	$ 7,270.00	$ 102,787.00

The Village also requested three alternate bids for consideration, which included the Water Treatment Plant Porch Room and the Water Tower Windows broken down by the first and second floors, and third floor. This was separated due to an uncertainty in potential rental costs for equipment needed to reach the third floor windows. A summary of the alternate bids is as follows:

Alternate	Futurity 19, Inc.	Taza Construction DBA Tiles in Style

		LLC
Water Tower Windows - 1st/2nd Floors	$ 2,340.00	$ 41,137.50
Water Tower Windows - 3rd Floor	$ 3,410.00	$ 43,843.00
Water Treatment Plant - Porch Room	$ 3,250.00	$ 4,786.00
Total [AS READ]	$ 9,000.00	$ 89,766.50
Total [AS CALCULATED]	$ 9,000.00	$ 89,766.50

After reviewing the bids and the available budget, staff recommends approving all alternates. If Futurity 19, Inc. is selected, the total project cost would be $16,270.

Taza Construction, doing business as Tiles in Style LLC, is a general contractor that has bid on several Village projects, including other painting work. In 2025, they submitted a bid for the Village's streetlight painting project and were the second-highest bidder, coming in approximately $37,000 above the lowest qualified bid. A request for clarification has been submitted to Taza, but no response has been received at this time.

While Taza Construction did not submit a bid for the 2024 painting project, which included areas of the Water Treatment Plant and Train Station, Futurity 19's pricing has remained consistent with their 2024 rates. In 2024, Futurity 19 submitted pricing for the AMIAD rooms at $4,160. Their submitted pricing for the 2026 painting project is $4,750.00 for a similar square footage.

Staff is recommending approval of the lowest cost, qualified, responsive bidder, Futurity 19, Inc. The Village has previous positive experience with Futurity 19, Inc. as they completed painting projects in 2024 for the Water Treatment Plant and Train Station exterior.

Financial Impact

Account	4302510 62015	Account	4202590 62015	Account	4104310 60015
Fund	Building & Building Improvements	Fund	Building & Building Improvements	Fund	Building & Building Improvements
2026 Budget	$15,000	2026 Budget	$10,000	2026 Budget	$10,000
Project Cost	$8,000	Project Cost	$2,520	Project Cost	$5,750

Recommended Motion

I move to recommend to the Village Board the approval of a contract with the lowest cost, qualified, responsive bidder, Futurity 19, Inc., for the 2026 Painting project for an amount not to exceed $16,270.

Strategic Plan Alignment

Infrastructure Improvements

File Attachments

1. Futurity 19 - 2026 Painting Bid



CONTRACT REQUIREMENTS FOR

2026 PAINTING RFB

MAY 28, 2026
10:00 A.M. (PREVAILING TIME)

Table of Contents

Table of Contents 1
I. Legal Notice 3
II. Instructions to Bidders 4
III. Proposal 6
IV. Bid Schedule 8
Schedule of Bid Prices 9
BASE BID 9
V. Contract Provisions 12
Scope of Services 12
Locations 12
Term 13
Anticipated Bid Schedule ..... **Error! Bookmark not defined.**
VI. General Specifications 14
Acceptability of Work 14
Assignment 14
Bidder Investigations 14
Change in Scope of Work 14
Collusion among Bidders 15
Compliance with Freedom Of Information Act Requests 15
Compliance with Laws; Employment Discrimination 15
Contractor Personnel 16
Debarment 16
Default Clause 16
Delay 17
Exceptions 18
Expenses Incurred in Preparing Bid 18
Failure to Deliver 18
Guaranty 18
Indemnity/Hold Harmless Provision 18
Insurance Requirements 19
Railroad Protective Liability Insurance ..... **Error! Bookmark not defined.**
Law and Venue 21
Non-appropriation 22
Oral Statements 22
Permits, Licenses 22
Protection and Restoration of Property 22
References 23
Renewal of Contract 23
Right to Audit 23
Smoking Policies 24
Taxes 24
Termination 24
Unnecessarily Elaborate and Unresponsive Submittals 24
Waivers of Lien 24
Contractor's Drug-Free Workplace Certification 26

Contractor's Certification Regarding Non-Payment of Compensation 28
EXCEPTIONS TO THIS BID (THIS PAGE MUST ACCOMPANY BID) 29
Exhibit A 30
Agreement 30
Exhibit C 35

I. Legal Notice

The Village of Western Springs, Cook County, Illinois, does hereby invite sealed bids for the following: **2026 PAINTING RFB**

Bids will be received until **10:00 AM.** Prevailing Local Time on **Thursday, May 28, 2026**, by mail or delivered by hand to the drop box located outside the front entrance of Village Hall, Village of Western Springs, 740 Hillgrove Avenue, Western Springs, Illinois, 60558-0528 immediately after which time and at such place all bids will be publicly opened.

Those desiring to bid may obtain copies of the contract, specifications and other bidding documents online at wsprings.com/bids. A pre-bid conference walk-through will be held at the Village Hall on **Thursday, May 21, 2026, at 10:30 AM**. Attendance for interested parties is optional, but encouraged. The purpose of this conference is to allow potential firms an opportunity to present questions to staff and obtain clarification of the requirements of the bid documents. Minutes of the conference will not be published.

As evidence of good faith, each bid shall be accompanied by a bid bond, bank draft or certified check and made payable to the Village of Western Springs, Illinois, in the amount of five hundred dollars ($500) or 10% of the bid price, whichever is greater, which shall be submitted to secure the Village against loss occasioned by failure of the bidder to abide by and comply with the terms of his bid.

The successful bidder shall be required to furnish payment and performance bonds in the full amount of the bid or proposal, at the time a contract is awarded, to the Village of Western Springs by a surety company authorized to do business in the State of Illinois and approved by the Village. Failure to produce acceptable bonds will constitute default and the bid bond will be forfeited. No bid shall be withdrawn after the opening of bids without the consent of the Village for a period of sixty (60) days after the scheduled time of closing bids.

Bidders will be required to comply with all laws including those related to employment of labor and the payment of local prevailing wage rates. Each bidder shall satisfy the Village as to his ability, financial and otherwise, to perform the work specified.

The Village Board reserves the right to reject any applicable bids for any reason, if it decides that such rejection is in the Village's interest, to reject any nonconforming bids, to waive any informalities in bidding, and to make award on that bid, which, in its opinion, is most advantageous to the Village. The contract will be awarded to the lowest responsible bidder.

VILLAGE OF WESTERN SPRINGS
By Edward Tymick, Village Clerk

Published in the Sun-Times Newspaper on May 14, 2026
cc: Ellen Baer, Village Manager

II. Instructions to Bidders

VILLAGE OF WESTERN SPRINGS
DATE: May 14, 2026

Bids to be entitled to consideration must be made in accordance with the following instructions:

Bids shall be submitted in an opaque, sealed envelope plainly marked with the words:

2026 Painting RFB
VILLAGE OF WESTERN SPRINGS

and shall be delivered by hand to a drop box or mailed in time for delivery to the Office of Village Clerk, Village of Western Springs, 740 Hillgrove Avenue, Western Springs, Illinois by **10:00 A.M.** Prevailing Local Time on **May 28, 2026**, after which time and at such place all bids will be publicly opened and read aloud.

Bids received after the time for opening will not be considered.

Bids must be signed by an authorized official of the contractor's organization, and the name of the official and his title typed below the signature. If the bidder is a corporation, the corporate seal must be affixed.

Bid security in the form of a bid bond, bank draft or certified check made payable to the Village of Western Springs, in the amount of FIVE HUNDRED DOLLARS ($500), shall be submitted with each bid. The proceeds of any bid security shall become the property of the Village if, for any reason, a bidder, within FORTY-FIVE (45) days after the opening of bids withdraws his bid without the consent of the Village, or if on notice of award refuses or is unable to execute the approved contract and obtain the required performance and payment bonds. Bid deposits may be held for a period not exceeding FOURTY FIVE (45) days. (NOTE: For those projects which will not require the performance bonds, consideration should be given to holding the bid security until delivery is made.)

The Village Board reserves the right to reject any applicable bids for any reason, if it decides that such rejection is in the Village's interest, to reject any nonconforming bids, to waive any informalities in bidding, and to make award on that bid, which, in its opinion, is most advantageous to the Village. The contract will be awarded to the lowest responsible bidder.

The successful bidder will be required to furnish and pay for satisfactory Performance and Labor and Material Payment Bonds in the amount of one hundred percent (100%) of the contact sum. Execution of the Contract by the Village is contingent upon receipt of acceptable Performance and Payment Bonds and Insurance Certificates.

The Village reserves the right to require of any bidder, such information necessary to satisfy the Village of the bidder's qualifications and to withhold formal signing of the contract until such information is received.

The successful bidder will be required to execute a contract in the form prescribed by the Village and must certify that the bidder is eligible to enter into public contracts under the Illinois Criminal Code, has a written sexual harassment policy and complies with Illinois Department of Revenue policies regarding taxes by executing the Certification attached hereto as **"Exhibit A"** and made a part hereof.

Bidders will be required to comply with all applicable laws including those relating to the employment of labor and the Illinois Prevailing Wage Act and payment of the applicable prevailing wage.

This contract will be awarded without discrimination in compliance with all applicable local state and federal laws.

Responsibility of the bidders will be determined by factors in addition to financial responsibility, such as past records of its or other entities' transactions with the Village of Western Springs, experience, ability to work cooperatively with the Village and its Administration, adequacy of equipment, ability to complete performance within necessary time limits, and other pertinent considerations, such as, but not limited to, reliability, reputation, competency, skill, efficiency, facilities and resources.

III. Proposal

TO: Village of Western Springs
740 Hillgrove Avenue
Western Springs, IL 60558

RE: **2026 Painting RFB**

1. The specifications and directions for the proposed service are those prepared by the Village of Western Springs and designated as Special Provisions and which cover the work described in said document and the "Agreement."

2. In submitting this bid, the undersigned declares that the only persons or parties interested in the bid as principals are those named herein; and that the bid is made without collusion with any other person, firm, or corporation.

3. The undersigned further understands and agrees that if this bid is accepted, the undersigned is to furnish and provide all necessary equipment, machinery, tools, apparatus and other means of maintenance, and to do all of the work and perform all the services, and to furnish all of the materials specified in the bid documents in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.

4. The undersigned further agrees to execute an Agreement for this work and present the same to the Village within seven (7) days after the date of notice of the award of the Agreement to the Contractor.

5. The undersigned further agrees that he and his surety will execute and present within seven (7) days after the date of notice of the award of Agreement the performance and labor and materials payment bonds in a form satisfactory to the Village of Western Springs, in the amount of one hundred percent (100%) of the contract sum guaranteeing the faithful performance of the work in accordance with the terms of the bid documents.

6. The undersigned further agrees to be available to complete the work **between July 1,2026 and December 31, 2026**, as provided for in the Agreement, unless otherwise agreed to by the Village, and to prosecute the work in such manner and with sufficient materials, equipment, and labor as will insure the providing of specified service within the time limit specified herein, it being understood and agreed that the providing of the specified service within the time limit and according to the maintenance schedule is an essential part of the Agreement.

7. This bid is accompanied by a bid bond, bank draft or certified check complying with the requirements of the specifications and directions, made payable to the "Village of Western Springs, Illinois". The amount of the bid security is Five Hundred ($500.00) Dollars. If this bid is accepted and the undersigned shall fail to execute an

Agreement and said security as required herein, it is hereby agreed that the amount of the bid bonds shall become the property of the Village, and shall be considered as payment of damages due to delay and other causes suffered by the Village because of failure to execute said Agreement or provide the required performance and payment bonds; otherwise said bid security shall be returned to the undersigned pursuant to the bid documents.

ATTACH BID SECURITY HERE

8. The undersigned submits herewith a schedule of prices covering the work to be performed under this Agreement; the undersigned must show in the schedule the prices for which the undersigned proposed to perform.

9. The undersigned further declares to have carefully examined this bid, the specifications and directions, the Agreement, the legal notice, and special provisions (if any), and to have inspected in detail the site of the proposed work and is familiar with all of the local conditions affecting the Agreement and the detailed requirements of service and understands that in making this bid waives all right to plead any misunderstanding regarding the same.

5/27/2026
Date

Proposed Contractor (Bidder)

Witness

IV. Bid Schedule

Contact Information

All questions concerning this Request for Bids shall be directed to Jack Zeder at jzeder@wsprings.com. Bids must be submitted in a sealed envelope clearly marked with the title, and opening date on the outside of the envelope, 2026 Painting RFB and Bidder's name as follows: Village of Western Springs, Village Hall, Western Springs, IL 60558.

Anticipated Bid Schedule

The Village expects to adhere to the following time schedule, but may extend the time schedule for any reason, with or without advance public notice. Any changes to the schedule shall be posted on the Village's website and notice of such changes shall be sent by email to each consultant who submits a bid to the RFB:

Issue RFB:	May 14, 2026
Pre-Submittal Meeting:	10:30 AM on May 21, 2026
Bid Questions Due:	10:00 AM on May 22, 2026
Bids Due Date:	10:00 AM on May 28, 2026
Village Board Selection of Qualified, Responsive Consultant:	June 15, 2026
Begin Contract:	July 1, 2026

Schedule of Bid Prices

THE UNDERSIGNED SUBMITS HEREWITH THIS SCHEDULE OF PRICES COVERING THE WORK TO BE PERFORMED UNDER THIS CONTRACT

Bidder, in submitting this bid, hereby agrees to comply with all provisions and requirements of the specifications and contract documents attached hereto. This bid shall remain in force and effect for a twelve (12) month period from start date.

BASE BID

Location	Total
Water Treatment Plant Basement	$8,000.00
Train Station Interior	$2,520.00
Total for All Locations	$10,520.00

ALTERNATE BID

Location	Total
Historic Water Tower Windows	$5,720.00
Total for All Locations	$5,720.00

*Prices should be inclusive of materials, equipment, disposal, and labor necessary to complete the project. ***The Village will select the locations or structures to paint based on available budget funds. Not all locations or structures may be selected for this project.***

Name of Bidder: Futurity 19, Inc.

Address: 3 Grant Square #310, Hinsdale, IL 60521

Telephone No. (630) 708-6160 Fax No. N/A

Signature: 

Name and Title: (Please Print) Jason Scherencel I Vice President

Date: 5/27/2026

References

Name of Organization: City of Naperville Public Works

Year of Contract: 2024

Contact Name: Patti Sauntry

Telephone No: (630) 548-2982

Email Address: SauntryP@naperville.il.us

Name of Organization: Molex

Year of Contract: 2024

Contact Name: Eddie Oceguera

Telephone No: (815) 712-1929

Email Address: eddie.oceguera@molex.com

Name of Organization: City of Naperville Public Works

Year of Contract: 2024

Contact Name: Mike Gasen

Telephone No: (630) 631-6875

Email Address: gasenm@naperville.il.us

Name of Organization: Park District of Oak Park

Year of Contract: 2023

Contact Name: Nelson Acevedo

Telephone No: (773) 742-0910

Email Address: nelson.acevedo@pdop.org

Name of Organization: River Forest Police Department

Year of Contract: 2023

Contact Name: Michael Swierczynski

Telephone No: (708) 714-3512

Email Address: mswierczynski@vrf.us

V. Contract Provisions

Scope of Services

The Village seeks a firm to paint a variety of municipal owned properties and offices. The Village will be responsible for removing personal and electronic items, such as workstation computers and phones.

Locations

Painting within this service contract will include the following locations:

- Water Treatment Plant, 614 Hillgrove Avenue
  - Basement
- Train Station, 914 Burlington Avenue
  - Depot Interior, excludes office space
- Historic Water Tower, 916 Hillgrove Avenue (Alternate)
  - Exterior Windows

Scope of Work by Location

1. Water Treatment Plant - Basement
   Work will include:
   - Removing existing and chipping paint
   - All paint to be matched to the original color (see below table)
     - Sherwin-Williams Biege Match, Interior Duration Home Latex, Flat or equivalent
   - 2 Coats of paint

CCE*COLORANT	OZ	32	64	128
N1-Raw Umber	-	37	-	1
Y1-Yellow	-	1	1	1
Y3-Deep Gold	-	3	1	1

2. Train Station - Interior
   Work will include:
   - Removing existing and chipping paint
   - All paint to be matched to the original color (see below table)
     - Sherwin-Williams Manual Antique White, Interior Cashmere Latex, Flat or equivalent
   - 1 Coat of paint

CCE*COLORANT	OZ	32	64	128
G2-New Green	-	-	1	1
R2-Maroon	-	1	1	-
Y3-Deep Gold	-	29	1	1
B1-Black	-	3	-	1

3. Historic Water Tower – Windows (Exterior)
   Work will include:
   - Removing existing and chipping paint – wood trim/frame and sash
   - All paint to be matched to the original color (see below table)
     - Pittsburgh, Grand Distinction, Exterior Pastel Latex, Satin or equivalent
   - 2 Coats
   - First two levels can be reached with a ladder, third floor will require a lift

COLORANT	OZ	48	96	192	384
B – Lamp Black	-	2	1	-	1
C – Yellow Oxide	-	23	-	-	1
I – Brown Oxide	-	-	1	-	1

These specifications are not to be construed as exclusive. It is intended that the services provided by the Contractor include all functions normally considered a part of workmanlike, satisfactory work, whether or not specifically listed herein.

Term

The term of this contract shall be a one-time contract, ending on December 31, 2026, after the notice to proceed date, unless the contract is terminated pursuant to the terms herein.

Contractor must schedule work with the Building Coordinator, or designee, to ensure preparation of areas prior to work commencing and to coordinate access to the buildings.

VI. General Specifications

Acceptability of Work

The Village of Western Springs will be sole and final judge of the acceptability of the work to be performed and the services to be rendered under the terms of the Agreement.

Assignment

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, without the prior written consent of the Village of Western Springs.

Bidder Investigations

Before submitting a bid, each bidder shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the Village of Western Springs upon which the bidder will rely. If the bidder receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the bidder from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the Contractor for additional compensation.

Change in Scope of Work

The Village of Western Springs may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the Contractor that the scope of the work or of the Contractor's services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract approved by the Village Board and the Contractor.

If the Contractor believes that any particular work is not within the scope of contract, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the Village Manager in writing of this belief. If the Village Manager believes that the particular work is within the scope of the contract as written, the Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope.

Where change orders, or a series of change orders, authorize or necessitate an increase or decrease in either the cost of the work totaling $10,000 or more, or the time of completion of the work by thirty (30) days or more, a written determination must be approved by the Village Board and signed by the Village President or his designee stating that the circumstances necessitating the changes in performance were not reasonably foreseeable at the time the Contract was signed or, the change is germane to the Contract or the change order is in the best interests of the Village.

Collusion among Bidders

Each bidder, by submitting a bid, certifies that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any or all bids shall be rejected if there is any reason for believing that collusion exists among the bidders. The Village of Western Springs may or may not, at its discretion, accept future bids for the same work from participants in such collusion.

More than one bid from an individual, firm, partnership, corporation, or association under the same or different names may be rejected. Reasonable grounds for believing that a bidder has interest in more than one bid for the work being bid may result in rejection of all bids in which the bidder is believed to have interest.

Nothing in this clause shall preclude a firm acting as a subcontractor to be included as a subcontractor for two or more primary Contractors submitting a bid for the work.

Compliance with Freedom Of Information Act Requests

Section 7(2) of the Illinois Freedom of Information Act (FOIA) (5 ILCS120/7(2)) requires certain records that qualify as "public records," which have been prepared by and are in the possession of a party who has contracted with the Village, be turned over to the Village so that a FOIA requestor can inspect and photocopy the non-exempt portions of the public records pursuant to a FOIA request. The Village has a very short period of time from receipt of a FOIA request to comply with the request, and it requires sufficient time to review the records to decide what information is or is not exempt from disclosure. The Contractor/Consultant acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) in the Contractor/Consultant's possession and to provide the requested public records to the Village within two (2) business days of the request being made by the Village. The Contractor/Consultant agrees to indemnify and hold harmless the Village from all claims, costs, penalties, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village under this Agreement.

The Contractor/Consultant acknowledges that certified payroll records submitted to a public body under Section 5(a)(2) of the Prevailing Wage Act are public records subject to inspection and copying in accordance with the provisions of this Act (See 5 ILCS 140/2.10)."

Compliance with Laws; Employment Discrimination

In the performance of its obligations pursuant to this Agreement, the Contractor shall comply with all applicable provisions of federal, state and local law, including those regulations in regard to all applicable equal employment opportunity requirements, including without limitation, Article 2 of the Illinois Human Rights Act (775 ILCS 5/2-101 et seq.). In addition, the Contractor agrees to comply with all applicable federal laws, state laws and regulations including, but not limited to, such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. The Contractor also agrees to require any contractor doing work or performing professional or

consulting services in connection with its program or this Agreement to agree to adhere to the requirements of this Section. The Contractor agrees to pay its employees, if any, all rightful salaries, medical benefits, pensions and social security benefits pursuant to applicable labor agreements and federal and state statutes, including the Illinois Prevailing Wage Act, and the Contractor further agrees to make all required withholdings and deposits therefore. Such requirements shall be included by the Contractor in all its contracts and agreements with contractors and subcontractors for this program. The parties agree that the most recent of such state and federal requirements will govern the administration of this Agreement at any particular time. Likewise, new state and federal laws, regulations, policies and administrative practices may be established after the date of the Agreement has been executed and may apply to this Agreement. The Contractor agrees to maintain full compliance with changing government requirements that govern or apply to its operation." In addition, the Contractor agrees to comply with the Americans with Disability Act (42 U.S.C. 12101 et seq.), and all rules and regulations issued pursuant to the Act, there shall be no discrimination on the basis of disabilities (as defined in the Act) in the operation of the services and programs provided by the Contractor hereunder. Any complaint of such discrimination received by the Contractor shall be immediately forwarded to the Village Manager.

The Contractor shall comply with all applicable provisions of the Illinois Human Rights Act including the requirement that the Contractor have on file a written sexual harassment policy.

Contractor Personnel

The Village Manager shall, throughout the life of the contract, have the right of reasonable rejection and approval of employees or subcontractors assigned to the work by the Contractor. If the Village of Western Springs reasonably rejects employees or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to the Village in a timely manner and at no additional cost to the Village. The day-to-day supervision and control of the Contractor's employees and subcontractors is the responsibility solely of the Contractor.

Debarment

By submitting a bid, the bidder certifies that it is not currently debarred from submitting bids for contract issued by any political subdivision or agency of the State of Illinois and that it is not an agent of a person or entity that is currently debarred from submitting bids for contract issued by any political subdivision or agency of the State of Illinois.

Default Clause

A default shall occur under this contract if the Contractor or Village shall not comply with the terms of this contract. The following list is presented as an example only and does not include a listing of all events of default. Omission of an event does not indicate an intent to excuse such an event as an event of default. Examples are, if the Contractor fails to begin work on the date set forth in the contract (unless the Contractor and Village shall agree in writing to a delay in the start of performance), if the Contractor fails to diligently and consistently perform the work once the contract has started (including but limited to, failing to provide enough properly skilled workers; to supply proper material; to make proper payments to subcontractors, or for materials or labor), or otherwise is guilty of a substantial violation of the contract or specifications, then the Village may declare that a default exists under the contract.

The Village shall specify the nature of the default in a written notice mailed to the Contractor or delivered to its employee or agent. Upon receipt of said notice, the Contractor shall be liable and shall pay the Village the amount shown in the following schedule of deductions, not as a penalty but as liquidated damages, for each day until the default is corrected. The liquidated damages for default are approximate, due to the impracticality of calculating and proving actual delay costs. This schedule of deductions establishes the cost of delay to account for administration, engineering, inspection, and supervision during periods of extended and delayed performance. The costs of delay represented by this schedule are understood to be a fair and reasonable estimate of the costs that will be borne by the Village during extended and delayed performance by the Contractor of the work, remaining incidental work, correction of work improperly completed, or repair of work damaged as a result of the Contractor. The liquidated damage amount specified will accrue and be assessed until final completion of the total physical work off the contract even though the work may be substantially complete. The Village will deduct these liquidated damages from any monies due or to become due to the Contractor from the Village.

Schedule of Deductions for Each Day of Default Original Contract Amount from more than	to and including calendar day	
$0	$25,000	$300
$25,000	$100,000	$375
$100,000	$500,000	$550
$500,000	$1,000,000	$725
$1,000,000	$2,000,000	$900
$2,000,000	$3,000,000	$1,100
$3,000,000	$5,000,000	$1,300
$5,000,000	$7,500,000	$1,450
$7,500,000	And over	$1,650

If such default is not corrected within seven (7) days after receipt of the notice, the Village may terminate the Contractor's rights under the contract and complete the work by whatever method the Village deems is appropriate. Upon the termination of the contract, the Contractor agrees to promptly and completely remove all equipment and materials from the job site with no damage to the improvements in place and to return all keys to Village buildings, and all employee security passes. In the case of a default, the Contractor shall not be entitled to receive any further payments until the work under the contract has been completed.

Delay

Contractor shall perform the work of this contract expeditiously in cooperation with the Village, its agents, employees and other Contractors and subcontractors. Contractor shall make no claim against Village, and no claim shall be allowed for any damages which may arise out of

any delay caused by Village, its agents, employees or other Contractors or subcontractors. Contractor's sole remedy for delay from the Village shall be an extension in the Contract Time.

Exceptions

Bidders taking exception to any part or section shall indicate such exceptions on the bid form. Failure to indicate any exception will be interpreted as the bidder's intent to comply fully with the requirements as written. Conditional or qualified bids, unless specifically allowed, shall be subject to rejection in whole or in part.

Expenses Incurred in Preparing Bid

The Village accepts no responsibility for any expense incurred by the bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the bidder.

Failure to Deliver

In the event of failure of the Contractor to deliver services in accordance with the contract terms and conditions, the Village, after due oral or written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other legal remedies that the Village may have.

Guaranty

A written statement containing guaranty for a minimum of one (1) year after final payment or longer for all material and workmanship must be furnished with the bid.

Indemnity/Hold Harmless Provision

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers, against all injuries, deaths, loss, damages, claims, patent claims, suits, actions, liabilities of any kind, including, as allowed by law, liabilities incurred due to joint negligence of the Village and the Contractor, judgments, cost and expenses, which may in anyway accrue against the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers, arising in whole or in part or as a consequence of the performance the contract or any part of the work by the Contractor, its employees, agents, or subcontractors, or which may in anyway result therefore, except that arising out of the sole legal cause of the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers. The Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

Contractor expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its officers,

appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers as herein provided.

Insurance Requirements

Contractor shall procure and maintain, for the duration of the contract, insurance written on an "occurrence" basis, against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

I. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

A. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers named as additional insureds, including ISO Additional Insured Endorsement CO 2026, CG 2010; and

B. Owners and Contractors Protective Liability (OCP) policy with the Village as insured; and

C. Insurance Service Office Business Auto Liability coverage form number CA 0001 (Ed. 10/90 or newer), Symbol 01 "Any Auto."

D. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

II. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

A. Commercial General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than $2,000,000 or a contract specific aggregate of $1,000,000.

B. Business Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage.

C. Workers' Compensation and Employers' Liability: Workers Compensation coverage with statutory limits and Employers' Liability limits of $1,000,000 per accident.

E. Excess Liability/Umbrella Coverage: $2,000,000 per occurrence and in the aggregate.

III. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions relative to the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers;

or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

IV. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

A. General Liability and Automobile Liability Coverages

1. The Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers are to be covered as specifically listed additional insureds as respects: liability arising out of the Contractor's work, including activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers.
2. The Contractor's insurance coverage shall be primary as respects the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers. Any insurance or self- insurance maintained by the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers.
4. The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom the claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Contractor shall be required to name the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers as additional insureds. A copy of the actual additional insured endorsement shall be provided to the Village.

B. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Village, its officers, officials, trustees, agents, employees and volunteers for losses arising from work performed by Contractor for the municipality.

C. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Village Manager at the Village's principle office address.

V. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

VI. VERIFICATION OF COVERAGE

Contractor shall furnish the Village with certificates of insurance naming the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Contractor's Public Liability Insurance shall be written on the Comprehensive form and shall include Contractual Liability, Products and Completed Operations, and Automobile Liability, all to the limits state above. Comprehensive Liability Insurance shall specifically include coverage for Independent Contractors and for both Hired and Non-Owned Automobiles. The insurance shall apply to all activities including spray-painting operations. The Village reserves the right to request full certified copies of the insurance policies and endorsements.

VII. SUBCONTRACTORS

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

VIII. ASSUMPTION OF LIABILITY

The Contractor assumes liability for all injury to or death of any person or persons including employees of the Contractor, any sub-contractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this contract.

Law and Venue

This Agreement provides for services to be performed within the State of Illinois. Accordingly, this Agreement, and all questions of interpretation, maintenance and enforcement hereof, and

all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois. The parties agree that for the purpose of any litigation relative to this Agreement and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois and the parties consent to the in personam jurisdiction of said Court for any such action or proceeding.

Non-appropriation

All funds for payment by the Village under this contract are subject to the availability of an annual appropriation for this purpose by the Village. In the event of non-appropriation of funds by the Village for the services provided under the contract, the Springs will terminate the contract, without termination charge or responsibility for or obligation to the Contractor or for damages or other liability, on the last day of the then-current fiscal year for the services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Contractor on thirty days' prior written notice, but failure to give such notice shall be of no effect and the Village shall not be obligated under this contract beyond the date of termination.

Oral Statements

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the Village of Western Springs in the form of addenda which shall be mailed to all those that have picked up bid specifications and be made available to the public.

Permits, Licenses

The Contractor shall procure and pay for all permits and licenses necessary for the performance of the work, and/or required federal, state, county, and Village regulations and laws.

Protection and Restoration of Property

The Contractor shall take all necessary precautions for the protection of corporate or private property. The Contractor is responsible for the damage or destruction of real or personal property resulting from neglect, misconduct or omission in his manner or method of execution or non-execution of the work, or caused by defective work or the use of unsatisfactory materials, and such responsibility shall not be released until the work shall have been completed, accepted, and the requirements of the specifications complied with as determined by the Village.

Whenever public or private property is so damaged or destroyed, the Contractor shall, at its own expense, restore such property to a condition equal to that existing before such damage or injury was done by repairing, rebuilding or replacing it as may be directed, or he shall otherwise make good such damage or destruction in an acceptable manner. If the Contractor fails to do so, the Village may, after the expiration of a period of 48 hours after giving notice in writing, proceed to repair, rebuild or otherwise restore such property as may be deemed necessary and, in addition to any other remedy, the cost thereof shall be deducted from any compensation due, or which may become due, under the contract.

References

A list of current references for jobs of similar size and scope must be submitted and included with the bid. A minimum of five (5) shall be required. Please fill out reference sheet in the Schedule of Bid Prices section of this document.

Renewal of Contract

The term of this contract shall be a one-time contract, ending on December 31, 2026 after the notice to proceed date, unless the contract is terminated pursuant to the terms herein.

Responsibility for Work

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

(a) All employees on the work and other persons who may be affected thereby;

(b) All the work and all materials or equipment to be incorporated therein, whether in storage on or off the side; and

(c) Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, maintenance or replacement in the course of work.

The Contractor shall be responsible for complying with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. The Contractor shall be responsible for erecting and maintaining as required by the conditions and progress of the work, all necessary safeguards for its safety and protection. The Contractor shall notify owners of adjacent utilities when performance of the work may affect them. All damage, injury or loss to any property referred to in paragraph (a) or (b) caused, directly or indirectly, in whole or in part, by Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by the Contractor. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as all the work is completed and accepted by the Village.

Right to Audit

The Contractor shall maintain such financial records and other records as may be prescribed by the Village of Western Springs or by applicable federal and state laws, rules, and regulations. The Contractor shall retain these records for a period of five years after final payment, or until they are audited by the Village, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Village, its designees, or other authorized bodies.

Smoking Policies

All Contractors, their subcontractors, employees and agents are required to abide by the smoking policies in effect in all municipal buildings owned, leased, or operated by the Village. Failure to abide by these regulations is a violation of this contract; and in addition may subject the violator to civil penalties as prescribed in State law.

Taxes

The Village of Western Springs is a public body and is exempt from all sales, excise and use taxes and the Village shall supply its sales tax number to the Contractor for its use where appropriate.

Termination

If the contract is terminated by a default of the Contractor the Village shall pay the Contractor any amount due for actual, completed and accepted work, and the Village shall not be obligated to pay the Contractor any more money.

Unnecessarily Elaborate and Unresponsive Submittals

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to the solicitation are not desired and may be construed as an indication of the bidder's lack of responsiveness. Further, if the format of the bidder's submittal is prescribed in the bid documents and the bidder fails to follow that format, this may be construed as an indication of the bidder's lack of responsiveness.

Waivers of Lien

The Village requires for each application for payment a properly completed Contractor's Affidavit setting out, under oath, the name, address and amount due or to become due, of each subcontractor, vendor or party included in that payment. For every party listed, the Contractor shall also provide a full or partial waiver of lien, as appropriate, before a payment will be made to the Contractor. The Contractor's partial or final waiver of lien must be included. Payment Certificates shall not be issued without such mechanics' lien waivers and Contractor's sworn statements unless they are conditioned upon receipt of such waivers and statements.

The Contractor will indemnify and save the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers harmless from all claims growing out of the lawful demands of subcontractors, laborers, workers, mechanics, material men, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the work. The Contractor shall, at the Village's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so the Village may, after having notified the Contractor, withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed in accordance with the terms of the contract documents.

The Village shall have the right to enter the premises for the purposes of doing work not covered by the contract. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the work, or the restoration of any damage work except such as may be caused by agents or employees of the Village.

Contractor's Drug-Free Workplace Certification

Pursuant to Illinois Compiled Statutes, Chapter 30, Act 580 et. seq. ("Drug-Free Workplace"), the undersigned Contractor hereby certifies to the contracting agency that it will provide a drug-free workplace by:

(A) Publishing a statement:

(1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's of Contractor's workplace.

(2) Specifying the actions that will be taken against employees for violations of such prohibition.

(3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:

(a) Abide by the terms of the statement; and

(b) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(B) Establishing a drug free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The grantee's or Contractor's policy of maintaining a drug-free workplace

(3) Any available drug counseling, rehabilitation, and employee assistance program; and

(4) The penalties that may be imposed upon employees for drug violations.

(C) Making it a requirement to give a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

(D) Notifying the contracting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) from an employee or otherwise receiving actual notice of such conviction.

(E) Imposing a sanction on, or requiring the satisfactory participation in a drug assistance or rehabilitation program by any employee who is so convicted, as required by Illinois Compiled Statutes, Chapter 127, Act 580, Paragraph 5.

(F) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.

(G) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this Section.

Failure to abide by this certification shall subject the Contractor to the penalties provided in Illinois Compiled Statutes, Chapter 30, Act 580, Paragraph 6.

Futurity 19, Inc.
Contractor
Date: 5/27/2026 Attest

Contractor's Certification Regarding Non-Payment of Compensation

Futurity 19, Inc. hereby certifies that neither it nor any of its affiliated companies, nor any of its agents, employees or representatives offered or paid any type of compensation or commission to any third party, including any official of the Village of Western Springs, Illinois, to influence the Village of Western Springs.

Contractor

DATED: 5/27/2026

ATTEST:

EXCEPTIONS TO THIS BID (THIS PAGE MUST ACCOMPANY BID)

Exhibit A

Agreement

This Agreement (the “Agreement”) made this the ___day of **June** in the year **2026** by and between the Village of Western Springs, Illinois, 740 Hillgrove Avenue, Western Springs, Illinois, 60558 (the "Village") and Futurity 19, Inc. (the "Contractor"). The Village and the Contractor are at times referred herein, individually, as the “Party” and, collectively, as the “Parties”.

The Village and Contractor agree as set forth below:

1. For the financial consideration hereinafter set forth, the Contractor agrees to furnish and provide all commercially necessary labor, materials, equipment and services and to do all other activities commercially required (the “Work”) to complete the **Error! Reference source not found.** as set forth in the contract requirements, a copy of which is attached here to as exhibit 1 dated May 14, 2026, and as agreed to in the Contractor’s Bid dated May 28, 2026.

2. The Contractor agrees to commence the Work after **July 1, 2026** and before **December 31, 2026,** and will officially, diligently, and expeditiously conduct the Work in a commercially reasonable manner so as to assure completion by **December 31, 2026**.

3. The Village shall pay the Contractor for the performance of the Work to complete the 2026 Flooring Replacement Project for a total dollar amount not to exceed SIXTEEN THOUSAND TWO HUNDRED SEVENTY/100 DOLLARS ($ 16, 270.00) in accordance with the Contractor’s Bid dated **May 28,2026,** subject to further additions and deductions as may be agreed upon in accordance with the terms of the contract documents. Payment shall be made monthly in accordance with the provisions of the Local Government Prompt Payment Act.

4. The Contractor represents and warrants that it will comply with the applicable state and federal laws concerning prevailing wage rates and all applicable state and federal laws and requirements concerning equal opportunities.

5. This Agreement shall consist of, incorporate and include each of the following contract documents, whether attached hereto or incorporated by reference herein:

   A. Legal Notice (Advertisement for Bid) published on **May 14, 2026.**

   B. Instructions to Bidders dated **May 14, 2026.**

C. Contractor's Bid dated **May 28, 2026.**

D. Contractor's bid bond submitted by SURETY BOND in the amount of $500 dated **May 28, 2026.**

F. General Specifications and all additional provisions **May 28, 2026.**

G. Contractor's Drug Free Workplace Certification dated **May 28, 2026.**

H. Contractor's Certification Regarding Non-Payment of Compensation dated **May 28, 2026.**

I. Contractor certifications including Certification of Eligibility to Enter into Public Contracts.

J. Required Performance and Payment Bonds provided by the Contractor.

K. Required Insurance Certificates provided by the Contractor.

All of the contract documents are a part of this Agreement as if attached hereto or repeated herein.

This agreement executed on the day and year first written above.

Contractor:	Village of Western Springs
By: _____ Vice President	By: _____
(Name and Title)	Heidi Rudolph, Village President
*Corporate Seal of corporation	*Village Seal
Attest:	
By: _____ President	By: _____
(Name and Title)	Elaine Haeske, Deputy Village Clerk

EXHIBIT B

CERTIFICATION OF ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS BY THE CONTRACTOR

I, Jason Scherencel, having being first

duly sworn, depose and state that I am the

Vice President

(insert "sole owner "partner", "president"," other" proper title)

and the authorized agent of Futurity 19, Inc., which has submitted a Bid to, and is entering into a contract with, the Village of Western Springs for the performance of work in relation to the 2026 Painting RFB Project in the Village of Western Springs, and certifies on behalf of said company as follows:

1. The company is not barred from contracting with the Village as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of any state or of the United States.

2. The company shall comply with all applicable provisions of the Illinois Human Rights Act and has a written sexual harassment policy in full compliance with that Act.

3. The company is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or,

   a. is contesting such liability or the amount of tax in accordance with procedures established by the appropriate revenue act, or

   b. has entered into an agreement with the Department of Revenue for payment of all taxes due and is in compliance with that agreement.

   c. Not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1.

4. In compliance with the Veterans Preference Act (330 ILCS 55/).

5. In compliance with equal employment opportunities and, during the performance of the Agreement, the Contractor shall:

   a. Not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

b. If it hires additional employees in order to perform the Agreement or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Right's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

c. In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

d. Send to each labor organization or representative of workers, with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Illinois Department of Human Rights and the VILLAGE and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

e. Submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

f. Permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

g. Not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this section, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin because of habit, local custom or otherwise.

6. In compliance with 775 ILCS 5/2-105(A)(4) by having in place and enforcing a written sexual harassment policy.

7. In agreement that, in the event of non-compliance with the provisions of this certification relating to equal employment opportunity, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rules and Regulations, the Contractor may be declared ineligible for future contracts with the VILLAGE, and the Agreement may be canceled or

voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

8. In compliance with the requirements of 30 ILCS 580/ (Drug Free Workplace Act).

9. The Contractor and its officers, employees and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations. The Contractor certifies that it is an "Equal Opportunity Employer" as defined by federal and State laws and regulations, and agrees to comply with the Illinois Department of Human Rights ("IDHR") Equal Opportunity Employment clause as required by the IDHR's Regulations (44 Ill. Adm. Code, Part 750, Appendix A). As required by Illinois law and IDHR Regulation, the Equal Opportunity Employment clause is incorporated by reference in its entirety as though fully set forth herein. The Contractor certifies that it agrees to comply with the Prohibition of Segregated Facilities clause, which is incorporated by reference in its entirety as though fully set forth herein. See, Illinois Human Rights Act (775 ILCS 5/2-105). See also, Illinois Department of Human Rights Rules and Regulations, Title 44, Part 750. Administrative Code, Title 44: Government Contracts, Procurement and Property Management, Subtitle B: Supplemental Procurement Rules, Chapter X: Department of Human Rights, Part 750: Procedures Applicable to All Agencies, Section 750.160: Segregated Facilities (44 Ill. Adm. Code 750.160)

By: _____
Name: Jason Scherencel
Title: Authorized Agent of Contractor

Subscribed and Sworn To
Before Me This 27 Day
Of May, 2026

Kymberley Ann Parker
Notary Public

OFFICIAL SEAL
KYMBERLEY ANN PARKER
NOTARY PUBLIC, STATE OF ILLINOIS
COMMISSION NO. 923757
MY COMMISSION EXPIRES FEBRUARY 14, 2029

Notary Public

AGENDA ITEM SUMMARY

PROPERTIES AND RECREATION COMMITTEE

Properties and Recreation Committee: June 15, 2026

AGENDA ITEM D.3.

To: Properties and Recreation Committee
From: Diana Puga, Municipal Services Coordinator , Matthew Supert, Director of Municipal Services
CC: Ellen Baer, Village Manager
RE: Waive the Competitive Bidding Process and approve a Contract through Equalis with Johnson Controls Inc. for HVAC Control Upgrades

Recommendation

Consider a recommendation to waive the competitive bidding process and approve a contract through Equalis (#R10-1177D) with Johnson Controls Inc. for HVAC Control Upgrades in an amount not to exceed $150,000.00.

Summary

In 2024, the Village budgeted to upgrade the HVAC Controls at Village Hall. The HVAC Controls were installed approximately 30 years ago, and as such, there is no supply demand or reliable availability for replacement parts for the controls and software of the existing HVAC system. HVAC controls are the systems that regulate the operation of heating, ventilation, and air conditioning equipment. They also determine what action needs to be taken by the system, i.e. releasing cool air when the temperature rises above a pre-set temperature. In addition to the limited demand and availability of replacement parts for the controls, there are concerns for the reliability of the software as it currently runs on Windows XP, which was released in 2001, and is no longer supported by Microsoft.

To assist with the project, the Village entered into an agreement with 845 Design and NovaSpace. The firms released an initial bid for this project in October 2024, and in November, received a single bid that exceeded the budgeted amount. On November 20, 2024, the Village Board unanimously voted to reject the bid received, and directed staff to re-bid the project. The Village subsequently re-issued the bid on December 5, 2024, and held a bid opening on December 19, 2024. The Village then received a total of 3 bids, and the project was awarded below the budgeted amount to the lowest bidder.

In 2025, the awarded contractor defaulted on the contract, citing that they could not complete the project as bid and requested to be released from the contract or a change order for an amount that the Village did not budget for. The Board unanimously voted to release the Contractor.

This year, the Village approached the original installers of the system, Johnson Controls Inc., after learning they currently hold an Equalis Contract (#R10-1177D). The Village requested that Johnson Controls review the specs of the existing bid, and if possible, provide recommendations or quote to perform the work directly. After two site visits, Johnson Controls provided a quote to perform the work directly, a copy is attached to the agenda item.

The quote consists of upgrading the controls supervisory engineer, which acts as the main communication tool for the controls, an air handling unit with a new panel, the installation of VAV boxes with hot water reheat, and the installation of 19 VAV boxes. The Village also requested three (3) alternate quotes. After review of the three (3) alternate quotes, staff is recommending including alternates 2 and 3, which would tie in areas throughout the Village, such as the men and women's police locker rooms, into the main system rather than acting as a stand-alone system.

The total project cost for the base work, and alternates two and three is as follows:

Base Bid - Building Automation System (BAS) Controls	$ 83,420.00
Alternate 2 - 7 Electric Duct Heaters	$ 25,690.00
Alternate 3 - Locker Room Heaters	$ 6,200.00
Total Project	$ 115,310.00

The proposal also includes electrical work that was not quoted as part of this project, but will be required. Johnson Controls electricians' current rate is $115.00 per hour. In consideration of this cost, and to ensure there are enough funds to cover any unforeseen incidentals, Village staff are requesting $150,000 be awarded for the completion of this project. The Village budgeted $185,000.00 for the project.

Financial Impact

Account 4104310 60015
Fund Capital
2026 Budget $185,000
Project Cost $150,000

Recommended Motion

I move to recommend to the Village Board to waive the competitive bidding process and approve a contract through Equalis (#R10-1177D) with Johnson Controls Inc. for HVAC control upgrades in an amount not to exceed $150,000.00.

Strategic Plan Alignment

Infrastructure Improvements

File Attachments

1. Johnson Controls Inc Agreement - Equalis R10-1177D
2. RFP - Region 10 HVAC (Award Letter - JCI)
3. Proposal from Johnson Controls for HVAC Controls Upgrades

Equalis Group Contract Information Sheet

Contract Information

Awarded Vendor:	Johnson Controls, Inc.
Contract Number:	R10-1177D
Effective Date:	November 1, 2025
Initial Term Expiration Date:	October 31, 2027
Renewable Through:	October 31, 2030

RFP Process Information

RFP Number:	RFP R10-1177
RFP Title:	HVAC & Facility Systems, Automation, Installation, Service and Related Products & Services
Dates Advertised:	August 1 & 8, 2025 #
of Vendors that Requested RFP:	74
Questions Due:	August 21, 2025
Public Bid Opening Date and Time:	August 29, 2025, 2:00 pm CT
# of Responses Submitted:	23
Number of Awarded Vendors:	10
Date of Board Approval:	October 15, 2025

Evaluation Criteria

Products/Pricing (30 Points)
Performance Capability (25 Points)
Qualifications and Experience (25 Points)
Work Plan Management (10 Points)
Commitment to Members (10 Points)

Summary

Region 10 Education Service Center solicited RFP R10-1177 in accordance with Texas State procurement laws as outlined in TEC 44.031. As stated in the RFP, this solicitation was to result in one or more cooperative (commonly known as "piggybackable") contacts for use by Equalis Group members in addition to Region 10 ESC. In reviewing responses, Region 10 ESC determined that a multiple award was justified to satisfy the needs outlined in the RFP for the national Equalis membership.

Contract Features:

- There is no fee to public agencies for membership in Equalis Group or the usage of Equalis Group contracts.
- This procurement followed all the guidelines of 2 CFR 200 (commonly known as Uniform Guidance or "EDGAR" requirements in Texas), which explicitly encourages the use of cooperative purchasing to increase efficiencies (2 CFR 200.318e). Agencies using the contract should still conduct their own Cost/Price Analysis in compliance with 2 CFR 200.324a.
- In order to utilize the contract, agencies must reference the contract on their PO or other official purchase documentation to connect their individual purchase with Region 10's public competitive solicitation process.

For any questions or concerns, please contact:
Clint Pechacek, Purchasing Consultant, clint.pechacek@region10.org, 972-348-1184
Your Local Equalis Representative: Find them here

SECTION THREE: PART A – VENDOR CONTRACT AND GENERAL TERMS AND CONDITIONS

VENDOR CONTRACT AND SIGNATURE FORM

This Vendor Contract and Signature Form ("Contract") is made as of November 1, 2025, by and between Johnson Controls, Inc. ("Vendor") and Region 10 Education Service Center ("Region 10 ESC") for the purchase of HVAC & Facility Systems, Automation, Installation, Service and Related Products & Services ("the products and services").

RECITALS

WHEREAS, both parties agree and understand that the following pages will constitute the contract between the successful vendor(s) and Region 10 ESC, having its principal place of business at ***Education Service Center, Region 10, 400 E Spring Valley Rd, Richardson, TX 75081***

WHEREAS, Vendor agrees to include, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that if agreed to by Region 10 ESC, said exceptions or deviations will be incorporated into the final contract "Vendor Contract."

WHEREAS, this contract 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 below shall control.

WHEREAS, the Vendor Contract will provide that any state, county, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agencies or non-profit organization may purchase products and services at prices indicated in the Vendor Contract upon registering and becoming a Member with Region 10 ESC; and it being further understood that Region 10 ESC shall act as the Lead Public Agency with respect to all such purchase agreements. This process may be referred to as "piggybacking", "cooperative purchasing", "joint powers", or other terminology depending on the specific state or agency location.

WHEREAS, Equalis Group has the administrative and legal capacity to administer purchases on behalf of Region 10 ESC under the Vendor Contract with participating public agencies and entities, as permitted by applicable law.

1. ARTICLE 1 – GENERAL TERMS AND CONDITIONS

1.1 Equalis Group shall be afforded all of the rights, privileges and indemnifications afforded to Region 10 ESC under the Vendor Contract, and such rights, privileges and indemnifications shall accrue and apply with equal effect to Equalis Group, including, without limitation, Vendor's obligation to provide insurance and other indemnifications to Lead Public Agency.

1.2 Awarded vendor shall perform all duties, responsibilities and obligations, set forth in this agreement, and required under the Vendor Contract.

1.3 Equalis Group shall perform its duties, responsibilities and obligations as administrator of purchases, set forth in this agreement, and required under the Vendor Contract.

1.4 **Customer Support**: The vendor shall provide timely and accurate technical advice and sales support to Region 10 ESC staff, Equalis Group staff and participating agencies. The vendor shall respond to such requests within one (1) working day after receipt of the request.

2. ARTICLE 2 – ANTICIPATED TERM OF AGREEMENT

2.1 **Term:** The term of the Contract shall commence upon award and shall remain in effect for a period of two (2) years, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that Region 10 ESC shall have the right, at its sole option, to renew the Contract for three (3) additional one-year periods or portions thereof. In the event that Region 10 ESC exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.

2.2 **Automatic Renewal:** Renewal will take place automatically for one (1) year unless Region 10 ESC gives written notice to the awarded supplier at least ninety (90) days prior to the expiration.

3. ARTICLE 3 – REPRESENTATIONS AND COVENANTS

3.1 **Scope**: This contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other Members.

3.2 **Compliance**: Cooperative Purchasing Agreements between Equalis Group and its Members have been established under state procurement law.

3.3 **Vendor's promise**: Vendor agrees all prices, terms, warranties, and benefits granted by Vendor to Members through this contract are comparable to or better than the equivalent terms offered by Vendor to any present customer meeting the same qualifications or requirements.

4. ARTICLE 4 – FORMATION OF CONTRACT

4.1 **Vendor contract documents**: Region 10 ESC will review proposed Vendor contract documents. Vendor's contract document shall not become part of Region 10 ESC's contract with vendor unless and until an authorized representative of Region 10 ESC reviews and approves it.

4.2 **Form of contract**: The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) to the lowest responsible respondent(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposal. If a vendor submitting a proposal requires Region 10 ESC and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

4.3 **Entire Agreement (Parol evidence)**: The contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

4.4 **Assignment of Contract**: No assignment of contract may be made without the prior written approval of Region 10 ESC. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by Region 10 ESC. Awarded vendor is required to notify Region 10 ESC when any material change in operations is made that may adversely affect Members (i.e. awarded vendor bankruptcy, change of ownership, merger, etc.).

4.5 **Contract Alterations**: No alterations to the terms of this contract shall be valid or binding unless authorized and signed with a "wet signature" by a Region 10 ESC staff member.

4.6 **Order of precedence**: In the event of a conflict in the provisions of the contract as accepted by Region 10 ESC, the following order of precedence shall prevail:

- General terms and conditions
- Specifications and scope of work
- Attachments and exhibits
- Documents referenced or included in the solicitation

4.7 **Supplemental Agreements**: The entity participating in the Region 10 ESC contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. Neither Region 10 ESC, Equalis Group, its agents, Members and employees shall be made party to any claim for breach of such agreement.

5. ARTICLE 5 – TERMINATION OF CONTRACT

5.1 **Cancellation for cause**: If, for any reason, the Vendor fails to fulfill its obligation in a timely manner, or if the vendor violates any of the covenants, agreements, or stipulations of this contract, Region 10 ESC reserves the right to terminate the contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the vendor, specifying the effective date of termination. In such event, participating Member shall retain sole ownership of all data or intellectual property provided to vendor for the performance of services, as well as any material, reports, or data which the participating Member has already paid the vendor for. Vendor shall retain sole ownership of its own intellectual property and may reclaim or otherwise remove access to any material the participating Member has not paid for. If such event does occur, then vendor will be entitled to receive just and equitable compensation for the satisfactory work completed.

5.2 **Delivery/Service failures**: Region 10 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:

i. Providing material that does not meet the specifications of the contract;
ii. Providing work and/or material that was not awarded under the contract;
iii. Failing to adequately perform the services set forth in the scope of work and specifications;
i**v.** Failing to complete required work or furnish required materials within a reasonable amount of time;
v. Failing to make progress in performance of the contract and/or giving Region 10 ESC reason to believe that contractor will not or cannot perform the requirements of the contract; and/or
vi. Performing work or providing services under the contract prior to receiving a purchase order for such work.

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 10 ESC. Failure to adequately address all issues of concern may result in contract cancellation. Failure to deliver goods or services within the time specified or within a reasonable time period as interpreted by the purchasing agent, or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the contract to be terminated.

5.3 **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 full 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.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

5.4 **Cancellation for convenience**: Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 90 business days after the other party receives the notice of cancellation. After the 90th business day all work will cease following completion of final purchase order. Region 10 ESC reserves the right to request additional items not already on contract at any time.

6. ARTICLE 6 – LICENSES

6.1 **Duty to keep current license:** Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Region 10 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated.

6.2 **Suspension or Debarment**: Vendor shall provide a letter in the proposal notifying Region 10 ESC of any debarment, suspension or other lawful action taken against them by any federal, state, or local government within the last five (5) years that precludes Vendor or its employees from participating in any public procurement activity. The letter shall state the duration of the suspension or action taken, the relevant circumstances and the name of the agency imposing the suspension. Failure to supply or disclose this information may be grounds for cancellation of contract.

6.3 **Survival Clause:** All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer/participating Member under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Contract.

7. ARTICLE 7 – DELIVERY PROVISIONS

7.1 **Delivery**: Vendor shall deliver physical materials purchased on this contract to the participating Member issuing a Purchase Order. Conforming product shall be shipped within the timeframe agreed upon by the participating Member. If delivery is not or cannot be made within the time

specified by the Purchase Order the vendor must receive authorization from the participating Member for the delayed delivery, at which time the participating Member may cancel the order if estimated shipping time is not acceptable.

7.2 **Inspection & Acceptance:** If defective or incorrect material is delivered, participating Member may make the determination to return the material to the vendor at no cost to the participating Member. The vendor agrees to pay all shipping costs for the return shipment. Vendor shall be responsible for arranging the return of the defective or incorrect material.

7.3 **Responsibility for supplies tendered:** Vendor shall be responsible for the materials or supplies covered by this contract until they are delivered to the designated delivery point.

7.4 **Shipping Instructions:** Each case, crate, barrel, package, etc, delivered under this contract must be plainly labeled, securely tagged, and delivered in the place and time designated by the participating Member in their Purchase Order or by other mutual agreement.

7.5 **Additional charges:** Unless bought on F.O.B. "shipping point" and Vendor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, the difference between freight or mail and express charges may be added to the invoice.

7.6 **Buyer's delays:** Region 10 ESC will not be responsible for any late fees due the prime contractor by the participating Member. The prime contractor will negotiate with the participating Member for the recovery of damages related to expenses incurred by the vendor for a delay for which the Member is responsible, which is unreasonable, and which was not within the contemplation of the parties to the contract between the two parties.

8. ARTICLE 8 – BILLING AND REPORTING

8.1 **Payments**: The participating entity using the contract will make payments directly to the awarded vendor. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

8.2 **Tax Exempt Status**: Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the Vendor.

9. ARTICLE 9 – PRICING

9.1 **Market competitive guarantee**: Vendor agrees to provide market competitive pricing, based on the value offered upon award, to Region 10 ESC and its participating public agencies throughout the duration of the contract.

9.2 **Price increase**: Should it become necessary or proper during the term of this contract to make any change in design or any alterations that will increase expense, Region 10 ESC must be notified immediately. Price increases must be approved by Region 10 ESC and no payment for additional materials or services, beyond the amount stipulated in the contract, shall be paid without prior approval. All price increases must be supported by manufacture documentation, or a formal cost justification letter.

Vendor must honor previous prices for thirty (30) days after approval and written notification from Region 10 ESC if requested.

It is Vendor's responsibility to keep all pricing up to date and on file with Region 10 ESC. All price changes must be provided to Region 10 ESC, using the same format as was accepted in the original contract.

9.3 **Additional Charges**: All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

9.4 **Price reduction and adjustment:** Price reduction may be offered at any time during contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Vendor shall offer Region 10 ESC any published price reduction during the contract period.

9.5 **Prevailing Wage**: It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser (Region 10 ESC or its Participating Members). It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate Department of Labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

9.6 **Administrative Fees:** The Vendor agrees to pay administrative fees to Equalis Group based on the terms set in the Equalis Group Administration Agreement. All pricing submitted to Region 10 shall include the administrative fee to be remitted to Equalis Group by the awarded vendor.

9.7 **Price Calculation:** Cost plus a percentage as a primary mechanism to calculate pricing is not allowed. Pricing may either be in the form of line item pricing, defined as a specific individual price on a product or service, or a percentage discount from a verifiable catalog or price list. Other discounts or incentives may be offered.

10. ARTICLE 10 – PRICING AUDIT

10.1 **Audit rights:** Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by Region 10 ESC and any participating entity that accesses this Agreement. Equalis Group and Region 10 ESC each reserve the right to audit the accounting 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 the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Region 10 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 10 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 10 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 10 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 10 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 10 ESC or Equalis Group.

11. ARTICLE 11 – PROPOSER PRODUCT LINE REQUIREMENTS

11.1 **Current products**: Proposals shall be for products and services in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.

11.2 **Discontinued products**: If a product or model is discontinued, Vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

11.3 **New products/Services**: New products and/or services that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products

and/or services may be added to avoid competitive procurement requirements. Region 10 ESC may require additions to be submitted with documentation from Participating Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 10 ESC may reject any additions without cause.

11.4 **Options**: Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

11.5 **Product line**: Vendors with a published catalog may submit the entire catalog. Region 10 ESC reserves the right to select products within the catalog for award without having to award all contents. Region 10 ESC may reject any addition of equipment options without cause.

11.6 **Warranty conditions:** All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

11.7 **Buy American requirement:** Vendors may only use unmanufactured construction material mined or produced in the United States, as required by the Buy American Act. Where trade agreements apply, to the extent permitted by applicable law, then unmanufactured construction material mined or produced in a designated country may also be used. Vendors are required to check state specific requirements to ensure compliance with this requirement.

11.8 **Domestic preference:** Region 10 ESC prefers the purchase, acquisition, or use of goods, products, or materials produced in the United States.

12. ARTICLE 12 – SITE REQUIREMENTS

12.1 **Cleanup**: Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition conducive to the Member's business purpose.

12.2 **Site Preparation**: Vendor shall not begin a project for which Participating Member has not prepared the site, unless Vendor does the preparation work at no cost, or until Participating Member includes the cost of site preparation in a purchase order to the contractor. Site preparation includes, but is not limited to moving furniture, moving equipment or obstructions to the work area, installation of wiring for networks or any other necessary pre-installation requirements.

12.3 **Registered sex offender restrictions**: For work to be performed at schools, Vendor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. 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 Participating Member's discretion. 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. Vendor is also responsible for ensuring that their employees or contractors who have direct contact with students are properly fingerprinted and background checked in accordance with local state law, if applicable.

12.4 **Safety measures**: 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. Vendor shall post warning signs against all hazards created by its 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.

12.5 **Smoking/Tobacco**: Persons working under the contract shall adhere to local tobacco and smoking (including e-cigarettes/vaping) policies. Smoking will only be permitted in posted areas or off premises.

12.6 **Stored materials**: Upon prior written agreement between the vendor and Member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Participating Member with the application for payment seeking compensation for stored materials. Such materials must be stored and protected in a secure location and be insured for their full value by the vendor against loss and damage. Vendor agrees to provide proof of coverage and/or addition of Participating Member as an additional insured upon Participating Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Participating Member and be separated from other materials. Participating Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Until final acceptance by the Participating Member, it shall be the Vendor's responsibility to protect all materials and equipment. Vendor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance.

12.7 **Maintenance Facilities and Support**: It is preferred that each contractor should have maintenance facilities and a support system available for servicing and repair of product and/or equipment. If a third party is to be used to provide maintenance and support to the participating Member, Vendor must notify Region 10 ESC of that third party information. All technicians, applicators, installers shall be fully certified, trained and licensed to perform said duties.

13. ARTICLE 13 – MISCELLANEOUS

13.1 **Funding Out Clause**: Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:

"Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract in the subsequent fiscal year."

13.2 **Disclosures**: 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 contract.

13.2.1 Vendor has a continuing duty to disclose a complete description of any and all relationships that might be considered a conflict of interest in doing business with Members in Equalis Group.

13.2.2 Vendor affirms that, to the best of his/her knowledge, the offer was arrived at independently, and was 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 contract.

13.3 **Indemnity**: Vendor shall protect, indemnify, and hold harmless both Region 10 ESC and Equalis Group and its Members, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of Vendor, Vendor employees or Vendor subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with Members.

13.4 **Franchise Tax**: Vendor hereby certifies that he/she is not currently delinquent in the payment of any required franchise taxes, and shall remain current on any such franchise taxes throughout the term of this contract.

13.5 **Marketing**: Vendor agrees to allow Region 10 ESC and Equalis Group to use their name and logo within website, marketing materials and advertisement. Any use of the Region 10 ESC or Equalis Group name and logo or any form of publicity, inclusive of press releases, regarding this contract by Vendor must have prior approval from Region 10 ESC.

13.6 **Insurance**: Unless otherwise modified elsewhere in this document, prior to commencing services under this contract for a participating Member, contractor shall procure, provide and maintain during the life of this agreement comprehensive public liability insurance to include course of construction insurance and automobile liability, providing limits of not less than $1,000,000.00 per occurrence. The insurance form will be an "all risk" type of policy with standard exclusions. Coverage will include temporary structures, scaffolding, temporary office trailers, materials, and equipment. Contractor shall pay for the deductibles required by the insurance provided under this agreement.

13.6.1 Certificates of insurance shall be delivered to the Member prior to commencement of work. The insurance company shall be licensed to do business and write the appropriate lines of insurance in the applicable state in which work is being conducted. Vendor shall give the participating entity a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. Vendor shall require all subcontractors performing any work to maintain coverage as specified.

13.6.2 Prior to commencing any work under this contract, any subcontractor shall also procure, provide, and maintain, at its own expense until final acceptance of the work performed, insurance coverage in a form acceptable to the prime contractor. All subcontractors shall provide worker's compensation insurance which waives all subrogation rights against the prime contractor and Member.

13.7 **Subcontracts/Sub Contractors**: If Vendor serves as prime contractor, it shall not enter into any subcontract subject to this solicitation without prior approval from participating Member. Any/all subcontractors shall abide by the terms and conditions of this contract and the solicitation.

13.7.1 No subcontract relationships shall be entered into with a party not licensed to do business in the jurisdiction in which the work will be performed. Contractor must use subcontractors openly, include such arrangements in the proposal, and certify upon request that such use complies with the rules associated with the procurement codes and statutes in the state in which the contractor is conducting business.

13.7.2 Contractor agrees to pay subcontractors in a timely manner. Failure to pay subcontractors for work faithfully performed and properly invoiced may result in suspension or termination of this contract. Prior to participating Member's release of final retained amounts, Contractor shall produce verified statements from all subcontractors and material suppliers that those entities have been paid in full amounts due and owing to them.

13.8 **Legal Obligations**: It is the 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 RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulations must be followed even if not specifically identified herein.

13.9 **Jurisdiction**: Any litigation involving either Region 10 ESC or Equalis Group, its administrators and employees and agents shall be in a court of competent jurisdiction in Dallas County, Texas. Texas law shall apply to any such suit, without giving effect to its choice of laws provisions. Any litigation involving Equalis Group participating Members shall be in the jurisdiction of the participating Member.

[Signatures follow on Signature Form]

PROPOSAL FORM 20: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM

Signature on the Vendor Contract Signature form certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the General Terms and Conditions:

☐ We take no exceptions/deviations to the general terms and conditions

(*Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

☒ We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

(*Note: Unacceptable exceptions shall remove your proposal from consideration for award. Region 10 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.*)

Please see the following pages with mark-up.

November 12, 2025

Johnson Controls, Inc.
Tom Staves, National Sales Manager, Cooperative Contracts
5757 N. Green Bay Ave.
Milwaukee, WI 53209

Re: Clarification Regarding Amendment to Vendor Contract and General Terms and Conditions for Contract R10-1177D

Dear Mr. Staves:

For the avoidance of doubt, the attached amendment to vendor contract and general terms and conditions is understood by Region 10 to apply to contract R10-1177D in addition to contract R10-1168A which is referenced in the amendment. This amendment is further understood to constitute the entire agreed-upon exceptions to the terms and conditions of contract R10-1177D and will remain in place unless and until altered by mutual agreement between Region 10 ESC and Johnson Controls, Inc.

Regards,

Clint Pechacek

Clint Pechacek

Purchasing Consultant

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AMENDMENT TO VENDOR CONTRACT AND GENERAL TERMS AND CONDITIONS

This Amendment to the Vendor Contract and General Terms and Conditions ("Amendment") is entered into on this November 12, 2025, 2025 ("Effective Date") by and between Region 10 Education Service Center ("Region 10 ESC") and Johnson Controls, Inc. ("Vendor"). The provisions of this Amendment supersede and replace any other agreement(s) between Johnson Controls and Region 10 ESC with respect to these subject matters and is the entire agreement of Johnson Controls and the Customer on these subject matters.

WHEREAS, Region 10 ESC and Johnson Controls entered into that certain Vendor Contract and General Terms and Conditions ("Agreement") dated July 1, 2024, for the provision of certain services as described in the Agreement;

WHEREAS, the parties now desire to amend certain terms of the Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, Region 10 ESC and Vendor agree as follows:

1. Section 4.7 of the Agreement is hereby deleted in its entirety and replaced with the following:

> 4.7 **Supplemental Agreements**: The entity participating in the Region 10 ESC Contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract, i.e. invoice requirements, ordering requirements, specialized delivery, etc. In addition, some of Vendor's offerings require special terms and conditions specific to those offering, including gunshot detection, weapons detection, and fire or security monitoring. Members will be required to agree to Vendor's standard terms for these offerings and including any sales initiated by Region 10 ESC purchasing directly on the Member's behalf and those Members will be bound by the terms of Vendors standard terms for these offerings. Riders containing special terms and conditions for certain product offerings are set forth in Schedule A to this Agreement and are subject to change from time to time. Any supplemental agreement, including but not limited to those in Schedule A, developed as a result of this contract shall be negotiated exclusively between the participating entity and awarded vendor. Neither Region 10 ESC, Equalis Group, its agents, Members (other than those Members who are parties to such supplemental agreements) and employees shall be made a party to any claim for breach of such agreement.

2. Section 13.3 of the Agreement and the Indemnification provision included in the Agreement under the heading "Proposed Provisions To Add To The Agreement" are hereby deleted and replaced in their entirety with the following:

> 13.3 **Indemnification**: Vendor agrees to indemnify Region 10 ESC and Equalis Group and its administrators, employees and agents, and, only with respect to

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offerings that do not require special terms and conditions, Members ("Indemnified Parties") for damages losses and expenses with respect to any third party claims for personal injury, including death, or tangible property damage, but only to the extent such damages, losses and expenses are caused by the negligent acts or willful misconduct of Vendor in fulfilling its obligations under this Agreement. If Vendor is obligated to indemnify the Indemnified Parties as set forth above, Vendor has the right, but not the obligation, to defend the Indemnified Parties or any of them against third party claims, and if it elects to do so, then Vendor shall have exclusive control over the defense.

3. Counterparts and Delivery. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. All signatures need not be on the same counterpart. Delivery of a signed counterpart of this Amendment by facsimile or electronic means constitutes a good and valid execution and delivery of this Seventh Amendment.

4. Ratification; Binding Effect. Except as expressly modified hereby, all of the terms and provisions of the Agreement shall remain in full force and effect, and Region 10 ESC and Vendor hereby ratify and confirm their respective obligations under the Agreement, as modified pursuant to this Amendment. This Amendment shall be binding upon Region 10 ESC and Vendor and their respective successors and assigns. If any inconsistency exists or arises between the terms of the Agreement and the terms of this Amendment, the terms of this Amendment shall prevail.

IN WITNESS WHEREOF, the parties have executed this Amendment on the date set forth above.

Region 10 ESC:	Vendor:
Region 10 Education Service Center	**Johnson Controls, Inc.,**
BY: _____	BY: Albert Young
NAME: Rickey Williams	NAME: Albert Young
TITLE: Deputy Executive Director	TITLE: VP Global and Strategic Accounts

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PROPOSAL FORM 23: VENDOR CONTRACT AND SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

VENDORS MUST SUBMIT THIS FORM COMPLETED AND SIGNED TO BE CONSIDERED

Prices are guaranteed: **120 days**

Company name	Johnson Controls, Inc.
Address	5757 N. Green Bay Avenue
City/State/Zip	Milwaukee, WI 53209
Telephone No.	414-524-1200
Email address	Albert.C.Young@jci.com
Printed name	Albert C. Young III
Position with company	VP, Global and NA Strategic Accounts
Authorized signature	Albert Young

Term of contract November 1, 2025 **to** October 31, 2027

Unless otherwise stated, all contracts are for a period of two (2) years with an option to renew annually for an additional three (3) years if agreed to by Region 10 ESC. Vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.

Region 10 ESC Authorized Agent — Date: Nov 30, 2025

Dr. Rickey Williams
Print Name

Equalis Group Contract Number R10-1177D

REQUEST FOR PROPOSAL #R10-1177 FOR: HVAC & FACILITY SYSTEMS, AUTOMATION, INSTALLATION, SERVICE AND RELATED PRODUCTS & SERVICES

August 1, 2025

Section Two:

Proposal Submission, Questionnaire and Required Forms

Proposal Form Checklist

The following documents must be submitted with the Proposal

The below documents can be found in Section 2; Proposal Submission and Required Bid Forms and must be submitted with the proposal. Please note Proposal Form 1 is a separate attachment (attachment B).

PROPOSAL PRICING: Attachment B is provided separately in a Microsoft Excel file and is required to complete your price proposal.

☒ **PROPOSAL FORM 1: ATTACHMENT B - PRICING**

QUESTIONNAIRE & EVALUATION CRITERIA:

☒ **PROPOSAL FORM 2: QUESTIONNAIRE & EVALUATION CRITERIA**

OTHER REQUIRED PROPOSAL FORMS:

☒ **PROPOSAL FORM 3: CERTIFICATIONS AND LICENSES**

☒ **PROPOSAL FORM 4: CLEAN AIR AND WATER ACT**

☒ **PROPOSAL FORM 5: DEBARMENT NOTICE**

☒ **PROPOSAL FORM 6: LOBBYING CERTIFICATION**

☒ **PROPOSAL FORM 7: CONTRACTOR CERTIFICATION REQUIREMENTS**

☒ **PROPOSAL FORM 8: ANTITRUST CERTIFICATION STATEMENTS**

☒ **PROPOSAL FROM 9: IMPLEMENTATION OF HOUSE BILL 1295**

☒ **PROPOSAL FROM 10: BOYCOTT CERTIFICATION AND TERRORIST STATE CERTIFICATION**

☒ **PROPOSAL FORM 11: RESIDENT CERTIFICATION**

☒ **PROPOSAL FORM 12: FEDERAL FUNDS CERIFICATION FORM**

☒ **PROPOSAL FORM 13: ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS**

☒ **PROPOSAL FORM 14: OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)**

☒ **PROPOSAL FORM 15: NON-COLLUSION AFFIDAVIT**

☒ **PROPOSAL FORM 16: AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)**

☒ **PROPOSAL FORM 17: C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**

☒ **PROPOSAL FORM 18: STOCKHOLDER DISCLOSURE CERTIFICATION**

☒ **PROPOSAL FORM 19: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM**

☒ **PROPOSAL FORM 20: EQUALIS GROUP ADMINISTRATION AGREEMENT**

☒ **PROPOSAL FORM 21: OPEN RECORDS POLICY ACKNOWLEDGEMENT AND ACCEPTANCE**

☒ **PROPOSAL FORM 22: VENDOR CONTRACT AND SIGNATURE FORM**

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PROPOSAL FORM 2: QUESTIONNAIRE & EVALUATION CRITERIA

Instructions:
Respondents should incorporate their questionnaire responses directly into the green cells below. Failure to provide responses in this format may result in the proposal being deemed as non-responsive at the sole discretion of Region 10.

Respondents may incorporate additional documents as part of their response which may be utilized by Region 10 as part of the evaluation. Additional documents must be consolidated as part of this Section 2 at the end of your response. **Vendor responses are limited to 120 total pages (not including Attachment B – Pricing Excel pricesheet).**

Region 10 has associated the evaluation criteria with the question that most closely aligns with that respective evaluation criteria. Region 10 reserves the right at its sole discretion to base its evaluation and specific evaluation criteria on any part of the respondent's proposal.

Evaluation Criteria	Question	Answer
Basic Information		
Required information for notification of RFP results	*What is your company's official registered name?*	Johnson Controls, Inc.
	What is the mailing address of your company's headquarters?	5757 N. Green Bay Ave. Milwaukee, WI 53209
	Who is the main contact for any questions and notifications concerning this RFP response, including notification of award? Provide name, title, email address, and phone number.	Tom Staves National Sales Manager, Cooperative Contracts Thomas.Staves@JCI.com 443.676.8813
Products/Pricing (30 Points)		
Coverage of products and services	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Ability of offered products and services to meet the needs	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	

requested in the scope		
Competitive pricing for all available products and services, including warranties if applicable	*Does pricing submitted include the recommended 2.25% administrative fee as outlined in Section Three: Attachment A – Equalis Group Administrative Agreement?*	No. Our submitted pricing structure includes the current administrative fee of 1□.
	Do you offer any other promotions or incentives for customers? If yes, please describe.	Promotions and incentives may be available for in-stock or readily available products through manufacturer's rebates or other pricing programs at the time of purchase. Depending upon individual projects, further discounts may be offered on a project-by-project basis.
Ability of Customers to verify that they received contract pricing	*Were all products/lines/services and pricing being made available under this contract provided in the Attachment B and/or Appendix B, pricing sections, including shipping, installation, and other peripheral costs/fees?*	Yes
	Were all applicable shipping, installation and other peripheral costs/fees included on "Other Pricing and Discounts" tab of Attachment B?	No. Beyond the direct cost of a product, several other costs may be passed on to Equalis Goup/Region 10 ESC members, depending on the nature of the product, service, and contractual agreements. Common costs include: **Installation Costs** • Labor and materials required to install or integrate the product into the customer's environment. **Travel and Mileage Fees:** • Travel costs for technicians or project managers, and mileage fees for service vehicles. **Truck and Service Vehicle Fees:** • Fees for specialized vehicles or equipment required for delivery or installation. **Tariffs and Import Fees:** • Costs associated with international trade, including tariffs, import/export duties, and customs fees. **Risk Premiums:** • Costs related to project risk, such as insurance or contingencies. **Site Preparation Costs:** • Fees for preparing customer sites for installation, including permits, inspections, or adjustments. **Shipping and Handling Fees** • Transportation costs for delivering the product to the customer, including packaging and logistics.

		Maintenance and Service Fees • Costs for routine maintenance, repairs, or service agreements tied to the product. **Warranty or Extended Coverage Plans** • Charges for extended warranties beyond the standard coverage. **Customization Charges** • Costs for modifying or tailoring the product to meet specific customer requirements. **Software Licensing or Subscription Fees** • Recurring costs for software or digital services associated with the product. **Training and Support Costs** • Fees for customer training, onboarding, or ongoing technical support. **Energy or Operational Costs** • If the product requires significant power, infrastructure upgrades, or operational expenses, these may be factored into the total cost. **Taxes and Regulatory Compliance Fees** • Sales taxes, duties, or fees related to regulatory requirements, depending on the region. **Financing or Leasing Costs** • Additional charges associated with payment plans, leasing, or financing agreements. **Environmental Fees:** • Disposal fees for waste or hazardous materials. • Recycling fees for old equipment. **Administrative or Documentation Fees:** • Costs for project management, documentation, or certifications. These costs can vary widely based on the agreement terms and the product or service being offered.
Payment methods	*Define your invoicing process and methods of payments you will accept. Please include the overall process for agencies to make payments including any financing opportunities.*	**<u>Invoicing Process</u>** Johnson Controls general invoicing process typically follows these steps: **Order Fulfillment** • Goods or services are delivered based on the terms outlined in the purchase order (PO), contract, or agreement. • Delivery is confirmed, and supporting documentation (like proof of delivery or service completion) is gathered. **Invoice Creation** • The invoice is generated using Johnson Controls' enterprise resource planning (ERP) system (e.g., SAP or Oracle). • The invoice includes key details such as: o Customer information o PO number (if applicable) o Description of goods/services provided o Pricing, tax, and payment terms o Invoice number and date **Invoice Submission** • The invoice is sent to the customer through the agreed method (e.g., electronic submission via EDI, email, customer portal, or postal mail). • Electronic invoicing is preferred for faster processing and tracking. **Customer Review and Approval** • The customer reviews the invoice for accuracy, comparing it to supporting documents like the PO or the delivery confirmation.

- If discrepancies are identified, the customer may request adjustments or issue a dispute.

Payment Processing

- Once approved, the customer processes the payment according to the agreed payment terms (e.g., Net 30, Net 60).
- Payments are typically received via bank transfer, check, or other electronic methods.

Reconciliation

- Payments are reconciled in Johnson Controls' accounting system.
- Outstanding invoices are tracked, and follow-up actions are initiated for overdue payments or disputes.

Issue Resolution

- If discrepancies or payment delays occur, our accounts receivable (AR) team works with the customer to resolve the issue.
- Credit notes or revised invoices may be issued if necessary.

Compliance and Reporting

- Invoices and payment records are maintained for auditing, tax compliance, and reporting purposes.
- Johnson Controls adheres to local regulations regarding invoicing and financial documentation.

Payment Methods

We accept wire transfer, check, money order, credit card, and P-card payments. For credit card and P-card payments, we do not pass any fees to the customer.

Financing Options

We often tailor our financing approach to various project factors such as size, type, location, and other specific circumstances. Here are some ways these factors can influence our financing strategy:

- **Project Size:** For larger projects, we may engage in more complex financing arrangements, such as public-private partnerships (PPPs) or large-scale loans. Smaller projects might be financed through simpler methods, such as direct purchase agreements or standard leasing options.
- **Project Type:** Different types of projects might have specific financing options available. For example, Infrastructure as a Service (IaaS) or energy-saving projects may qualify for performance contracting, where financing is tied to the savings generated by the project and/or customer-driven key performance indicators.
- **Location:** The location of a project can significantly affect financing options. In regions with specific incentives for energy projects (like tax credits or rebates), Johnson Controls might leverage these to reduce project costs and make financing more attractive. Local regulations and market conditions can also influence the financing structure.
- **Customer Profile:** The nature of the customer's market can dictate financing terms. Government contracts may have different financing structures due to regulatory requirements or budget cycles compared to private sector projects.
- **Economic Conditions:** Broader economic factors can influence financing availability and costs. In a low-interest-rate environment, for example, Johnson Controls might explore more debt financing options, while in a high-interest environment, they may focus on equity or other less costly financing methods.
- **Risk Assessment:** Johnson Controls likely assesses the risk associated with each project, including technology risks, operational risks, and market risks. Projects deemed lower risk might qualify for more favorable financing terms.
- **Partnerships and Collaborations:** We may also collaborate with financial institutions, energy service companies, or investment funds to create tailored financing solutions that meet the specific needs of a project.

In summary, Johnson Controls employs a flexible financing approach that adapts to the size, type, and location of projects, along with other situational factors. This strategy aims to optimize funding solutions while meeting the needs of our clients and project objectives.

Other factors relevant to this section as submitted by the Respondent	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Performance Capability (25 Points)		
Product and service features and capabilities	*Please provide a detailed overview of the products and services being offered and how they address the scope being requested herein.*	Equalis Group/Region 10 ESC members can ensure their HVAC project produces significant energy savings and the highest return on investment by selecting a company with extensive experience providing energy solutions and a 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 160 branch offices in North America, we provide Equalis Group/Region 10 ESC member agencies with are a leading provider of HVAC, equipment, controls, HVAC and refrigeration systems, and performance contracting. HVAC SYSTEMS Johnson Controls designs, manufactures, installs, and services HVAC mechanical systems. While we manufacture award-winning York HVAC equipment, we are a vendor neutral ESCO with negotiated agreements with all major suppliers. Our ability to function as a vendor neutral ESCO enables our team to provide the solution that makes the most sense from a financial and efficiency viewpoint. We seek to leverage your existing investments in energy efficiency wherever possible. Our negotiated agreements allow us to deliver lower cost products for your project. ▪ Air Handling Units ▪ Packaged Rooftop Units ▪ Indoor Air Quality Products and Devices ▪ Active polarization, Non-ionizing, Electronic air cleaning systems intended to replace passive filtration ▪ Other Mechanical Systems, Equipment, and Services: Variable frequency drives / variable speed drives, Heat recovery systems, Air-source heat pumps, Water -source heat pumps, Ground-source heat pumps, Variable air volume systems, Variable refrigerant flow systems, Air-cooled variable refrigerant flow systems, Low leakage air dampers, Inlet vanes for centrifugal fan, Demand control ventilation, Exhaust fans, Fan coil units, Motor replacement, Unit heaters/ventilators, Four-pipe system to two-pipe system, System recommissioning, Duct Free Mini Split Systems, Invertors, Pumps, Packaged Terminal Air-Conditioners, Air Terminal Devices and Heating Products, HVAC System redesign ▪ Heat Pumps: Ground-Source heat pumps (geothermal), Air-source heat pumps, Water-source heat pumps COOLING SYSTEMS **Chillers:** Our chillers are designed to perform optimally in conditions in which they will operate while maximizing the benefits of environmentally responsible refrigerants. The chillers we install are engineered and designed for efficiency versatility, and sustainability (low direct and indirect emissions). ▪ Air-Cooled Chillers, Water-Cooled Chillers, York, CYK Heat Pump Chiller, Screw Chillers, Rotary chillers, Reciprocating chillers, Absorption Chillers, Chiller replacements, Gas fired centrifugal chillers, Low load chillers, Condensing Units **Other Cooling Systems:** ▪ Smart Connected Chillers, CFC containment conversions, Tower free cooling, Commercial refrigeration, Cooling tower upgrade, Two speed fan motors, Variable pitch blade cooling tower fan, Reclaim A.C. heat rejection, Chilled water temperature reset, Humidity control, Condenser auto-cleaning, Conversion to primary secondary, including VSD on pumps, Cooling towers, De-centralization/centralization, Free cooling, Distributed Pumping

HEATING SYSTEMS

Our teams provide a full range of heating systems and heating system improvements as part of our HVAC projects.

- Electric Boilers, Heating system redesign and optimization, Gas fired boiler, High-efficiency modular boilers, Low load boiler, Burner replacement, Dual fuel burners, Oil atomizing burners, Boiler stack heat reclaim, Perimeter radiation, High-efficiency 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 O2 scavenger, Automated water treatment, Condensate recovery, Heat recovery system used in cogeneration or combined heat and power systems

EQUIPMENT RENTALS

- Heating equipment, Cooling equipment, Fans, Stand-by air conditioners, Blowers, Heat exchangers, Cooling towers, Chillers, Pumps, Transformers, Generators, Cooling Towers, Package Units, Various HVAC equipment

BUILDING AUTOMATION SYSTEMS AND CONTROLS

A modern BAS offers the intelligence, ease of use, and mobility that facility operators need today to optimize your facilities' efficiency, and drive energy and operational savings. A BAS is an integrated network that monitors and controls disparate systems, equipment, and components within a building, such as HVAC, lighting, security, fire safety, and more. Our goal is to help Equalis Group/Region 10 ESC member's facility operators solve problems faster.

Under this contract we will offer Equalis Group/Region 10 ESC members the following products and services, in addition to any new BAS products and services that are added or changed during the term of the contract.

- Direct digital controls, Pneumatic control conversion, Manual valves to automatic valves, Control optimization, Control sequence review, Temperature monitoring and control, Economizer controls for free cooling, Set point adjustment, Carbon dioxide sensors, Air compressors, Lab flume hood control, Multi-system integration, Load shedding, Demand management, Staging / lead-lag, Optimum start / stop, In-room control systems, Occupancy controls, Sensors, Lighting controls, IAQ sensors

DIGITAL TECHNOLOGIES

Johnson Controls has developed OpenBlue, which is a complete suite of connected solutions that deliver impactful sustainability, new occupant experiences, and respectful safety and security to building operators. OpenBlue aims to enhance customer experiences, impact sustainability and provide safety. It also features a suite of tailored, AI-powered service solutions such as remote diagnostics, predictive maintenance, compliance monitoring, advanced risk assessments, and more.

Under this contract we will offer Equalis Group/Region 10 ESC members the following products and services, in addition to any new digital products and services that are added or changed during the term of the contract.

- OpenBlue Enterprise Manager - OpenBlue Enterprise Manager (OBEM) is a comprehensive suite of application modules to monitor and improve energy efficiency, tenant satisfaction, asset performance, maintenance operations, space performance, and the comfort and well-being of occupants.
- Energy Manager - automatically collects, analyses, and displays information for the selected configured physical meters and virtual meters located in a facility's operation.
- Utility Bill Manager - can include utility spend and usage data. With utility spend and usage data, users can access the invoice details by clicking on the account.
- Asset Manager - provides the connectivity to monitor, troubleshoot, and maintain configured equipment points to ensure that high CAPex assets are safe, dependable, and efficient over their operating life.

		▪ Service Manager - The OBEM Maintenance Management function provides dashboards to display information on work orders, service reports and maintenance KPIs. ▪ Net Zero Advisor and Net Zero Advisor Plus - Net Zero Advisor simplifies tracking and reporting for Overall Compliance, Greenhouse Gas Emissions, and Energy Monitoring. ▪ Equipment Performance Advisor and Advisor Plus - helps you resolve these issues and drive operational efficiency. You can identify, diagnose and prioritize equipment and system faults, allowing you to plan timely actions to fix issues. ▪ Report Builder - OBEM is capable of creating multiple types of reports. ▪ OpenBlue Enterprise Manager Central Utility Plant Optimization: monitors thousands of variables. CUPO automatically generates and implements optimization decisions. ▪ OpenBlue Plant Simulator - simulates hourly utility use and costs over a year. ▪ OpenBlue Healthy Buildings - Johnson Controls can help you streamline costs, improve safety, raise productivity and achieve sustainability goals, all while building healthy environments that serve people for years to come. ▪ Indoor Air Quality (IAQ) Solutions - include IAQ audits, disinfection, OpenBlue Indoor Air Quality as a Service (IAQaaS). ▪ OpenBlue Enterprise Manager Workplace Advisor – Space - Measure and understand building utilization to drive long-term real estate savings and improved building operations. ▪ OpenBlue Enterprise Manager Workplace Advisor – Indoor Air Quality - Measure, monitor and report indoor air quality to boost health and increase productivity. ▪ OpenBlue Enterprise Manager Critical Environments Advisor - Monitor temperature, pressure and humidity for operating theatres, labs, pharma freezers and other critical spaces automatically. ▪ Workplace Experience – Companion Connect teams, spaces and experiences to drive seamless building productivity. ▪ Workplace Experience Plus – Companion - Create a modern workplace of the future that enables the most engaging and productive environment for all occupants. ▪ OpenBlue Digital Twin - OpenBlue Digital Twin is a managed service for the enablement and mapping of smart, healthy buildings by creating a digital replica of assets, processes, people, places, systems, and devices. ▪ OpenBlue Location Based Services - provides critical dashboards for companies looking to understand how well social distancing is being practiced ▪ OpenBlue Tailored Services Suite - Highly tailored services for HVAC, fire protection, and security use data-driven insights to support better planning and decision-making, enhanced productivity, and optimized performance. ▪ OpenBlue Services - OpenBlue Services help you meet your operational, financial, and sustainability goals. ▪ OpenBlue Security Lifecycle Management - helps ensure your security devices are performing at their best. ▪ Chiller Performance Optimization - Data gathered from each chiller is analyzed to detect anomalies, allowing issues to be identified and addressed proactively, avoiding unplanned downtime, and minimizing impact to your operations. ▪ Optimizing BAS and Controls Performance - Use our OpenBlue platform and advanced analytics to optimize the efficiency of your system, and create healthier, more comfortable spaces. ▪ Fire and Life Safety: Improve fire- and life-safety system performance, reliability, management, and code compliance with advanced connected life-safety services ▪ Building Consultation via OpenBlue Enterprise Manager - provides insights to identify issues, faults, and opportunities for improved performance and operational savings. Powerful analytics root out energy-related problems 24x7. ▪ Central Chiller Plant Optimization - is an integrated approach that allows plants to reach and sustain optimal efficiency. ▪ Workplace Management - FM:Systems make workspaces smarter, like space-scenario planning, asset management and facilities maintenance, supported by security protocols, floor plan scenario modeling advanced workplace analytics capabilities.

LIGHTING SYSTEMS

Johnson Controls specializes in providing intelligent lighting solutions that meet and exceed expectations.

Under this contract we will offer Equalis Group/Region 10 ESC members the following products and services, in addition to any new lighting related products and services that are added or changed during the term of the contract.

- LED Lighting Retrofits, Interior Lighting:
- For linear fluorescent upgrades: New LED fixtures, LED retrofit kits, LED tubes.
- For CFL/INC/HID Upgrades: New LED fixtures, LED retrofit kits, LED re-lamps.
- For High Bay fixtures: New LED fixtures
- Exterior Lighting: For building mounted lighting: Wall packs, floods, canopy. For pole mounted lighting: area lights, streetlights, post top decorative, high mast
- Arena and stadium lighting, Intelligent lighting, connected lighting, intelligent street lighting, decorative lighting, safety lighting, disinfectant lighting, commercial lighting, scoreboards
- Lighting Controls
- Human-Centric Lighting (HCL)

MUNICIPAL SOLUTIONS

Johnson Controls helped expand outcome-based performance contracting to water utilities nearly 20 years ago and has implemented more than 150 water metering upgrade projects and 37 water and wastewater treatment plant upgrade projects. Our Water, Wastewater & Bioenergy team is a national center of excellence whose experts bring an average of 20 years of water utility experience and have backgrounds in engineering consulting, water meter studies, construction and program implementation, energy efficiency, and renewables. Our team delivers projects with a full suite of services: Design, Build, Finance, Operate, and/or Maintain.

Under this contract we will offer Equalis Group/Region 10 ESC members the following products and services, in addition to any new municipal solutions that are added or changed during the term of the contract.

Water Loss Reduction Programs:

- Comprehensive Water Meter Replacement Programs (Meter accuracy improvements, Meter typing & sizing upgrades), Meter reading system overhauls (Advanced Metering Infrastructure (AMI) technology – Full scale implementation, Automatic Meter Reading (AMR), Utility billing analysis, Customer web portals), Automatic leak detection systems, Data management for Water Meter Projects

Othe Utility Meter Solutions:

- Electric Meters, Utility billing analysis, Utility rate improvements, Meter consolidation, Electric power factor correction, Meter accuracy improvements, Meter typing & sizing upgrades, SCADA upgrades, controls and automation

Wastewater Treatment Plant Solutions:

- Aeration system improvements (diffusers, controls, blowers), Pump efficiency improvements, Digester and biogas utilization improvements, Solids handling improvements, Thermal energy solutions, Heat capture and recovery, SCADA integration and upgrades, Electrical efficiency improvement projects, including replacement of motors, VFDs, MCCs, and smart voltage monitoring, Wastewater lift pumps, Aeration system improvements (diffusers, controls, blowers), Digester gas to energy projects, Digester improvements, Digester process upgrades, Treatment plant process improvements, Combined Heat and Power, Renewable Natural Gas (RNG), Biogas conversion to Compressed Natural Gas for vehicle fueling, Landfill GCCS optimization studies, FOG receiving to boost biogas at WWTPs

Water Treatment/Distribution Energy Efficiency Solutions:

- Raw water pumping, High service pumps efficiency improvements and zone-based pressure control, Filter replacement

Other solutions:

- Rainwater Harvesting, Flood Control, Flood control systems, Flood monitoring systems, Integrated traffic control and monitoring systems, Landscaping/Soil Measures, Data Management for Water Meter Projects

Smart City Programs:

- Traffic analysis, Security Cameras, Proximity Sensors, Pedestrian Counters, Digital signage and speakers, Gunshot detection

BUILDING ENVELOPE SYSTEMS

Under this contract we will offer Equalis Group/Region 10 ESC members the following products and services, in addition to any new building envelope products and services that are added or changed during the term of the contract.

- Window and door multi-glazing, weather stripping, and caulking, Installation of storm windows and doors, Tinted window film, security window film, Energy efficient windows, Revolving doors, Air curtains Automatic door closers, Heat-absorbing and/or heat-reflective glazed and coated windows and doors, Roofing, Insulate building structure and systems, walls, floors, soffits, Caulk pipe penetrations, Seal ceiling to roof gap, Solar radiation reduction, Reflective coating to roof, Weatherproofing, Low Emissivity Ceilings

RENEWABLE TECHNOLOGIES AND SUSTAINABLE INFRASTRUCTURE

Johnson Controls is able to help Equalis Group/Region 10 ESC members develop solar, wind power, energy storage, geothermal, or biomass solutions. To date, we have been involved in more than 500 renewable energy projects. Our solutions have reduced carbon dioxide emissions by 17.4 million metric tons and generated savings of $7.5 billion since 2000. From small school districts to large cities – even our own corporate offices – Johnson Controls has vast experience with renewables.

Under this contract we will offer Equalis Group/Region 10 ESC members the following products and services, in addition to any new renewable technology products and services that are added or changed during the term of the contract.

Solar Photovoltaic Solutions:

- Ground-Mounted Solar PV arrays, Roof-Mounted Solar PV arrays, Parking structure Solar PV arrays, Canopy solar arrays, Floating Solar PV arrays, Solar Walls, Tracking and fixed systems, Solar daylighting, Solar thermal pool heating, Solar thermal domestic, water heating, Solar transpired walls

Fuel Cell Systems:

A fuel cell energy server is a distributed generation platform that provides always on power. The energy server can be personalized to deliver a combination of reliability and resiliency, sustainability, and cost predictability. It enables power needs to be met using a sustainable and clean power generation source. These systems can include natural gas, biogas, and hydrogen systems, Electrolyzes, Hydrides, Regulators and fittings, Sensors, Interconnect equipment, Transformers, Compressors, Absorber vessels, Controllers, Thermal Oxidizers, Condenser units, RNG conditioning.

Waste Heat Recovery:

Many of our projects make use of waste heat recovery technology. Waste heat in the form of hot exhaust gases, cooling water, and heat lost from hot equipment surfaces and heated products is produced mostly by fossil fuel combustion.

Biogas:

Johnson Controls offers biogas applications including, but not limited to:

- Landfill Gas

- Waste Water
- Urban Biogas
- Agricultural Biogas (biogas reclaimed from agricultural processes)
- Renewable Natural Gas

Energy Storage:
When paired with Solar PV systems, energy storage will reduce the kW demand, especially during on-peak time periods when the peak demand for the month typically occurs. It will also optimize your solar PV arrays by mitigating spikes in instantaneous demand (kW) caused by brief decreases in solar output (from passing clouds, etc.).

- Battery Power Stationary Storage
- Energy Storage System - In-Building
- Modular Container Distributed Energy Storage System
- Thermal Energy Storage Systems
- Ice Storage

Renewable Energy Supply Services:
Johnson Controls provides the capabilities and expertise in energy supply markets to help Equalis Group/Region 10 ESC members meet their energy and decarbonization need through Renewable Energy Supply Services. We will help you find the right choices that result in reliable, economic energy procurement. Our team of energy experts will work with you to evaluate your total energy requirements and implement a procurement plan that is tailored to the members' operation. Services include:

- Renewable Energy Advisory, Power Purchase Agreements (PPA), Virtual Power Purchase Agreements (vPPA), Renewable Energy Certificates, Renewable Natural Gas, Carbon Offsets, Renewable Finance, Development and Trading, Energy Supply (Budget) & Billing Management, Renewable Energy Certificates (REC) & Carbon Offsets, Retail Renewable Sleeve, Power Purchase Agreements & Virtual PPAs, Community Solar & Utility Green Tariffs, Electricity Procurement, Natural Gas Procurement

Other renewable technologies and sustainable infrastructure:

- Electric Vehicle Charging Stations, Microgrids, wind turbines, Sewer Heat Recovery, Sustainability and Decarbonization Advisory Services: Our advisory services include but are not limited to:
- Brand, Mission, Vision, Stakeholder engagement, Policy and Regulations Advisory
- Supply Chain consulting, Diversity, Equity, and Inclusion Policies and Best Practices, Corporate Social Responsibility, Carbon offsets strategy advising, Climate Risk Analysis – physical, transitional, financial, portfolio, Governance and Risk Management, Circular Economy

SUSTAINABILITY AND DECARBONIZATION ADVISORY SERVICES

ESG Advising and Planning Cultural and organization wide alignment, GHG Inventory (Scope 1,2,3) baseline., Decarbonization roadmap and strategy, ASHRAE Level 1, 2, 3 and IGA Audits, Financial assessment and solutions, Peer and market benchmarking and reporting, Master planning., Cost of carbon abatement (MACC), Clean energy strategy advising, Technology and data strategy to support reporting, SEC Reporting Advisor, ESG framework and standards consulting (CDP, GRI, TCFD) and reporting assistance, Goal Setting.

DISTRIBUTION SYSTEMS AND CENTRAL PLANTS

Johnson Controls is the largest, non-utility-owned provider 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.

- Central Utility Plants, Cogeneration/CHP Systems, Central heating and cooling plants, Central plant controls and optimizing operations, Chiller plant optimization, Chiller plant redesign, Chiller, boiler, cogeneration installation, Complete analysis of the loads and evaluating multiple design alternatives for best lifecycle cost, Distribution piping and connections, Heating system redesign and optimization, Reduce steam pressure, Steam pressure control, Steam to hot water system conversion, plate and frame heat exchangers, Steam trap retrofits
- Cogeneration/Combined Heat and Power Systems, Biomass and Biogas heating and cogeneration plant, Cogeneration/CHP systems
- Thermal energy storage systems, Variable volume pumping, Water side economizers (free cooling), onsite generation, backup power and demand response systems

ELECTRIC SYSTEM IMPROVEMENTS

Johnson Controls' electrical system solutions focus on energy conservation through the electrification, energy development and management, and storage of energy loads.

Under this contract we will offer Equalis Group/Region 10 ESC members the following products and services, in addition to any new electric system improvements that are added or changed during the term of the contract.

- Electrification to Support Green Energy Goals
- Energy efficient transformers, Heat recovery living units and rebalancing, Electric hot water boilers, Electric Steam Boiler, LED lighting retrofits, Medium voltage distribution units, Medium voltage standby generator systems, Electrical and Utility system upgrades required for renewable and electrical system interconnection, Electrical system upgrades required for electrification of heat, switchgear, code compliance upgrades, and any other electrical upgrade required to support the equipment installed.

WATER CONSERVATION

Under this contract we will offer Equalis Group/Region 10 ESC members the following products and services, in addition to any new water conservation products and services that are added or changed during the term of the contract.

- Retrofit flush valves, showerheads, faucets, toilets, automated water systems, Cooling tower retrofits, Ice machine upgrades, High efficiency domestic water heaters, Waste heat recovery, Leak detection, Utility bill analysis

FACILITY CONSTRUCTION:

Under this contract we will offer Equalis Group/Region 10 ESC members the following products and services, in addition to any new items that are added or changed during the term of the contract.

- Metal frame, Wood frame, Concrete, Concrete slab, Concrete block, Poured concrete, pre-cast concrete, Pile foundations, Brick, Stucco, Siding (Metal, fiber cement, vinyl, wood), Cladding, Roofing, electrical, plumbing, low-voltage, and other interior and exterior components of a functional building to make a complete and usable facility.

CONNECTED TECHNOLOGIES

Johnson Controls provides integrated control systems, security systems, fire-detection systems, equipment, and other Connected Technology integration services. These include:

- Audio-Visual, Data Cabling, LAN/WAN/Voice, Distributed Antenna Systems, Nurse Call Systems, Security Systems, HL7 Integrations

Under this contract we will offer Equalis Group/Region 10 ESC members these products and services, in addition to any new Connected Technologies products and services that are added or changed during the term of the contract.

SECURITY SYSTEMS

Under this contract we will offer Equalis Group/Region 10 ESC members the following products and services, in addition to any new security products and services that are added or changed during the term of the contract.

- 24/7 remote monitoring, Access control, Advanced video surveillance, Gunshot & Weapons detection solutions and integrations, Intrusion detection, Operational Intelligence & Loss Prevention, Cybersecurity Offerings, drone detection

FIRE, LIFE-SAFETY & HAZARD PROTECTION

Under this contract we will offer Equalis Group/Region 10 ESC members the following products and services, in addition to any new Fire, Life Safety, and Hazard protection products and services that are added or changed during the term of the contract.

- Fire alarm systems, Fire sprinkler systems, Fire suppression systems, Mass notification systems, Special hazard solutions, Extinguishers, Mass Notification, Fire Alarm 24/7 remote monitoring

SPECIALTY SYSTEMS

Under this contract we will offer Equalis Group/Region 10 ESC members the following products and services, in addition to any new specialty systems that are added or changed during the term of the contract.

- Laundry systems, Vending systems, Vending economizer systems, Kitchen ventilation, Kitchen hoods, Kitchen equipment and fuel conversion, 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 and Recreational Spaces:

- Pool and recreational area water conservation, Pool and recreational space indoor air quality measures, Pool chlorine and chemical management, Pool covers, Pool dehumidification, Pool heating, Pool heat recovery, Pool area optimization, other pool systems, Pool ventilation, Ice plant systems, Ice plant heat recovery, Gymnasium ventilation, heating, and cooling

Additional Systems

- Back-up power, Laboratory fume hoods, Loading dock air curtains, Ceiling systems, Electrical power systems, Emergency generators, Turbine generators, Switch gear, Elevator modernization, Waste management, Waste compactors, Air and water balance, Power factor correction, Fleet management, Start-up and commissioning, 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

BUILDING SERVICES AND PARTS

Startup and Commissioning Services:

- Performance Testing Procedures, Equipment Operating Parameters, General Commissioning Schedule
- Warranty Walk-Through and Other Requirements
- Project Requirements and Design Intent

- Testing Certification Requirements
- Roles and Responsibilities

Recommissioning:
An RCx program ensures that the existing equipment in the building is operating at optimal efficiency. Over time, the occupancy of a building changes due to many factors, such as reconfigured spaces, new equipment, and changes in personnel levels. When these changes occur, the building's preconfigured systems and settings become out of date and ineffective.

Service and Maintenance:
Under this contract we will offer Equalis Group/Region 10 ESC members the following products and services, in addition to any new service and maintenance agreements that are added or changed during the term of the contract.

- All types of service and maintenance agreements, Preventive and predictive maintenance agreements (all coverage options from basic to premium) for all equipment and solutions that we provide, Repair services , 24/7 emergency service, Predictive and diagnostic services such as (but not limited to) Vibration Analysis, Oil Analysis, Refrigerant Analysis, Replacement parts, Design and construction services, Refrigerant compliance reporting, Connected services, Remote Operations Center (ROC) agreements, Remote monitoring of alarms, Special 24/7 emergency service

Parts:

There are a few options for parts programs that can be discussed:

- Standard Program – All parts are provided locally through our 250 + YORK distributors and branches.
- National Account Factory Direct Parts – Parts can be provided direct from our factory.
- Online Self-Service Parts Ordering Tool

Johnson Controls will work directly with Equalis Group/Region 10 ESC members to establish definitions between critical and non-critical spare parts in order to ensure we have the critical parts ready for immediate shipment and installation at a specific location should they not be on hand at a local branch. These discussions will help to establish costs associated with the provision of spare parts. For instance, if the part is seen as a staple to ensure ongoing operation of our equipment and is included within the Planned Service Agreement, that part will then be included in the PSA contract cost.

SITE SURVEYS AND ENERGY AUDITS

Johnson Controls provides site surveys and energy audits for any type of facility or campus.

- All types of building and site surveys and audits, Comprehensive building surveys, Energy audits, Building audits, Utility audits, Investment Grade Audits (various ASHRAE levels), Equipment condition reports, Security infrastructure surveys, Technology infrastructure surveys, Building to business systems integration assessments, Facility optimization

A comprehensive building survey encompasses the following activities:

- General Survey, Lighting Survey, HVAC Systems Survey, Equipment Metering/Performance Survey, Controls Survey, Automation System Survey, Chilled Water System Survey, Heating Plant Survey, Water/Sewer Usage Survey, Renewable Energy Survey, Security System Survey, Financial Survey, Review Master Plans for Additions/Renovation

ALTERNATIVE FUNDING TEAM

We have an in-house Grant Services team positioned to help (writing and submitting and reporting) with grant funders to gain additional funding and successfully apply for the appropriate funds. Our team will identify and help apply for applicable grants, rebates, and incentives so you can make more improvements to your facilities and infrastructure, reduce total cash outlay, and

realize more significant savings. We will support the application process with applicable grant funders and help with writing up and securing funding from available sources.

AWARENESS PROGRAMS

Johnson Controls has experience developing and delivering Awareness programs to promote the benefits of the measures and technologies installed. Awareness campaigns can instill personnel, partners, and the larger community with acceptance and excitement for the project and help encourage energy efficiency practices in general.

Awareness can include the generation of media coverage, in-person presence and engagement, the development of project websites, project videos, informational electronic kiosks, and digital and information campaigns.

ESPC SOLUTIONS

Johnson Controls can provide end-to-end management solutions and services for every phase and aspect of the ESPC solution. We are also aware that there are situations where a customer may require equipment or product-only solutions in cases where they may have in-house capabilities to install the required ECMs and operate aspects of the program on their own. In these somewhat rare case, Johnson Controls is prepared to provide these Equalis Group/Region 10 ESC members with the products and services they may need as they are needed via an a la carte solution offering.

JOB ORDER CONTRACTING

Johnson Controls delivers a robust and efficient solution for facility upgrades through its Job Order Contracting (JOC) services. This procurement method is designed to simplify and accelerate construction, renovation, repair, and maintenance projects by operating under a pre-established contract framework. It eliminates the need for repetitive bidding, allowing organizations to initiate and complete projects more swiftly and with greater confidence.

At the heart of Johnson Controls' JOC offerings is a commitment to comprehensive facility services. These include the renovation and repair of critical building systems such as HVAC, electrical, plumbing, and mechanical infrastructure. The company also specializes in energy-efficiency enhancements, including LED lighting retrofits and the integration of advanced building automation systems—ensuring that facilities not only perform optimally but also operate sustainably.

The procurement process itself is streamlined through pre-negotiated contracts, which significantly reduce administrative overhead and enable faster project mobilization. This is particularly beneficial for organizations facing urgent or recurring facility needs. Johnson Controls supports these efforts with turnkey construction management, overseeing every phase from design through execution. Our network of vetted subcontractors and suppliers ensures quality and reliability throughout the project lifecycle.

Financial transparency and control are central to the JOC model. Johnson Controls employs standardized pricing and cost estimation tools, providing clients with predictable budgets and timelines. This clarity fosters trust and facilitates better planning and resource allocation.

Sustainability is another cornerstone of our JOC approach. By integrating energy-efficient technologies, Johnson Controls can helps members reduce operational costs and minimize their carbon footprint. These efforts also support broader green building initiatives and certifications, aligning with environmental goals and regulatory standards.

Importantly, the JOC framework is highly scalable. Whether addressing minor repairs or undertaking large-scale renovations, Johnson Controls tailors its contracts to meet the specific needs of each customer. This flexibility makes JOC an ideal solution for a wide range of organizations, including government agencies, healthcare facilities, educational institutions, and commercial or industrial buildings.

		In essence, Johnson Controls' JOC services empower clients to save time, enhance operational efficiency, and elevate facility performance—all while maintaining the highest standards of quality and sustainability. Each of our ESPC solutions are purpose-built based on the unique needs of each Equalis Group/Region 10 ESC member as we understand that a one size fits all approach is never the best past to success. As it pertains to our overall approach to ESPC projects, Johnson Controls' Sustainable Infrastructure team focuses on each phase of the project with equal attention to detail as we believe that end-to-end project management is the solution that brings the greatest level of success, return on investment, and greatest value.
	Outline how your products and services compare to those of your competitors.	Our capacity to integrate a wide range of services into a cohesive, tailored value proposition for our customers truly differentiates us from our competitors. We have invested millions of dollars to create a robust operational, financial, and technical infrastructure critical when managing large, widely distributed, and divergent sets of properties that constitute customer portfolios. Johnson Controls offers the largest portfolio of HVAC equipment and controls in the world. We create more comfortable, healthy, and sustainable building environments by providing our customers with proactive solutions that integrate today's innovation and technology for heating and air conditioning systems. Our industry-leading systems deliver indoor comfort and operational savings as well as sustainable solutions that benefit Equalis Group/Region 10 ESC members and their facilities. Our broad set of innovative HVAC and smart building products and services focuses on what your members need to ensure peak facility operability, reduce utility usage, increase facility efficiency, drive cost savings, and provide a safe, comfortable, and safe environment for all those who enter member facilities. Our HVAC solutions include: • **Total Climate Control:** From heating to cooling, air handling to controls, our HVAC solutions can provide measurably clean air. We provide end-to-end indoor climate control systems that create comfortable and manageable environments for a building's occupants and stored goods. • **Predictive and Diagnostic Services:** We can begin managing seismic-related problems before they even happen. Rather than reacting to damage caused by issues such as excessive noise and machine vibration, we have solutions that can detect structure-related issues before the damage occurs. By implanting the right equipment and controls for your buildings, you will increase the productivity, safety, quality, and comfort of your entire operation. • **Planned and Preventative Maintenance:** We offer a variety of customized planned maintenance programs to support HVAC systems. Our tailored solutions deliver smooth, uninterrupted operations that reduce overhead costs, prevent unexpected downtime, and increase efficiency. Our factory-trained and specialized technicians offer scheduled maintenance services to create safer, more productive environments for your building's occupants. • **Building System and HVAC Repairs:** When an issue occurs, our experienced, safety-minded technicians will arrive promptly to get your facilities back online and running optimally. • **Remote Building Management:** The Johnson Controls Remote Operations Center provides a dedicated team of certified building management professionals who monitor building operations, including HVAC systems. With 24/7 surveillance, any facility issues that may arise can be managed before they impact any occupants or operations. Our highly skilled operators assure correct prioritization and alarm response, manage insurance compliance, and keep records of activity. • **Sustainability and Decarbonization Solutions:** The race to decarbonization is under way, and Johnson Controls is in the lead. By investing in our HVAC systems and solutions, your company can join the race and help create a more sustainable operation while also reducing your carbon footprint. Cleaner air means healthier people. Healthier people mean more productivity. It's a win-win for everyone involved. **Smart Connected Chillers**

A chiller is one of the most critical pieces of equipment in your facility. It is responsible for your building occupants' comfort and can affect their productivity if it's not working well. Plus, your chiller can account for as much as half the energy used in your building. What if you could predict when your chiller will go down, or when it's running at less-than-optimal performance, resulting in unexpected costs? How much time and money could you save by correcting issues with your chillers in hours instead of days? Our Smart Connected Chiller offering is a great way to drive efficiency in new and existing chillers, using connected technologies to generate additional operational savings from already efficient equipment. We can connect replacement chillers as well as any current chiller to help you mitigate typical challenges such as emergency repairs and failing systems, that cost facilities owners precious dollars of capital expense.

Equalis Group/Region 10 ESC members can realize significant cost savings and reduced downtime through our innovative Connected Chiller program. Through a secure connection, we continuously send all of the chiller's data to a high-security, cloud-based dashboard. Historical data is examined and analyzed to diagnose and troubleshoot machine problems, observe long term trends, and to investigate events leading up to a failure. Using a controller and either an internet or cellular connection, your chillers are connected to our Remote Operations Center (ROC) where we monitor it 24/7/365 for alarms, faults and its overall health. Gone are the days when we wait for your call after you realize there is a problem. If the Smart Connected Chiller detects something of concern, the ROC alerts our local technicians, who can then quickly check the chiller's operating data through an iPhone app and arrive at your location fully prepared to address the issue, saving you both time and money. Remote diagnostics and analysis can account for a **66% reduction** in unplanned/emergency repairs.

Additionally, Equalis Group/Region 10 ESC members can pull chiller health, trend and onboard diagnostics reports for whenever the chiller has been online. The system collects status-related data such as warnings, cycling and safety fault codes. Advanced algorithms use operational data to detect problems such as condenser or evaporator tube fouling, low refrigerant charge, drops in lube oil pressure and much more. This more strategic approach to maintenance can help your facilities personnel make decisions about future asset purchases, repairs, efficiency upgrades and renewals.

Number of employees and amount of business conducted in the last 5 years
Johnson Controls employs approximately 105,000 professionals worldwide, with over 42,000 employees (all full-time equivalents) within North America. Our total revenue over the past five years is $111.7 billion. In Fiscal Year 2024, more than 70% of our Global Products sales were devoted to HVAC-related equipment.

Local Resources
Although we are a global company with a large North American footprint, we understand the importance of having a local presence in the communities we serve. That is why we have more than 160 branch offices in communities throughout North America. This local presence allows us to provide local decision-making authority and respond to the needs of customers in a timely manner.

Our 8,300 front-line service providers support more than 18,000 current maintenance contracts in North America. Additionally, we have performed Planned Service Agreements, operations and maintenance, and labor and materials work for over 26,500 customers at greater than 52,000 sites in North America. Extensive resources enable our branches to provide fast response times and 24/7 coverage through local and toll-free service contact numbers.

Our extensive branch network is 100% company owned and operated. Full ownership of our branches benefits our customers by providing:

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

Our branch network provides you with a local source of highly skilled and trained technicians, project managers, and engineers to develop flexible service solutions that reduce operational costs and improve the environmental conditions of your facilities.

Because our service team offers a greater level of building knowledge, facility equipment expertise, and resources, we are able to develop a customized, scalable, service approach for any facility. We embrace innovative approaches to technology and continually invest in new innovative strategies that leverage technology to lower the cost of service and increase value. These investments by Johnson Controls result in increased value and savings.

We deliver unparalleled original equipment manufacturer (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. Our service branches are certified to service a wide range of facility infrastructures including:

- Building automation control systems
- Boilers and associated heating systems
- Air handling equipment & large fans
- Packaged rooftop units and unitary heat/cooling equipment
- Digital control equipment
- Hydronic equipment including pumps and cooling towers
- Pneumatic air systems (control and process)
- Low and high voltage electrical systems
- Chiller and refrigeration equipment
- Automated meter reading systems and equipment

Efficient and Agnostic Procurement
As a global energy service provider, we have projects currently taking place all over the world. Our centralized procurement team provides us with national contracts whereby we can get the best delivery dates, priority warranty support and volume pricing. This all translates to the best pricing and reduction in risk for the members. While Johnson Controls may have rival products to those already installed throughout the facilities, our goal is to ensure our projects deliver maximum value to the customer – not Johnson Controls.

Issue Resolution
As noted earlier within this proposal, we believe that good communication means good business. The project manager for each project serves as the primary client liaison throughout the entire construction project planning and implementation process. In this capacity, the project executive coordinates weekly construction team meetings with designated Equalis Group/Region 10 ESC member team members to ensure open lines of communication and expedient problem resolution. Every project comes with its challenges – and Johnson Controls has the tools, knowledge, and skills necessary to resolve any such issues to ensure timely completion.

Fit for the Project
We are the best fit to meet the needs of each Equalis Group/Region 10 ESC member. Our entire organization is structured and equipped to deliver recommendations and solutions targeted to address member goals and objectives.

Johnson Controls' fit for the Equalis Group/Region 10 member ESC HVAC projects relates directly to the opportunities and challenges of each member project. There is no underestimating the complexity and sensitivity of these projects. With the primary objective of this project being efficient upgrades to mission critical infrastructure, Johnson Controls offers the most

		comprehensive set of capabilities to each member. Looking at the complex requirements viewed against what Johnson Controls offers, we believe Equalis Group/Region 10 ESC will see the advantages of selecting our company. But above all else we leave you with this foundational promise: *"Johnson Controls' mission is to provide a full range of systems and digital solutions, to make your buildings smarter. A smarter building is safer, more comfortable, more efficient, and, ultimately, more sustainable. Most important, smarter buildings let you focus more intensely on your unique mission. Better for your people. Better for your bottom line. Better for the planet*." **Flexibility and Consistency** Equalis Group/Region 10 ESC members 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. **Lowest Price vs. Best Value** Having the lowest price is not always the best value. Johnson Controls has witnessed competitors install inferior equipment, poor lifecycle equipment, and equipment with higher operational cost in other customer buildings only to have that customer pay higher long-term costs. Johnson Controls can provide examples of how we have saved our customers money in developing a lifecycle cost analysis and through developing innovative solutions, leveraging our decades of expertise and global presence.
	Highlight any experience with renewable energy integration and energy storage systems.	As noted earlier within our response, our renewable energy team has the capability to evaluate, design, and develop a diverse array of renewable energy technologies, such as solar, wind, biomass, landfill gas, and geothermal. We have made a significant investment in expert resources to develop this critical technology in our energy projects. Renewable technologies are a popular way to add resiliency and sustainability to facilities and campuses. In addition to being a great method for decarbonizing facilities, it also helps protect facilities during long-term power outages and provides savings in an environment where electricity costs can fluctuate. Johnson Controls has extensive experience in renewable energy integration and energy storage systems, leveraging its expertise in building efficiency, automation, and sustainable solutions. **Renewable Energy Integration** • **Building Management Systems (BMS):** Johnson Controls integrates renewable energy sources like solar and wind into building operations using advanced BMS platforms such as **Metasys** and **OpenBlue**. These systems optimize energy use, enabling seamless integration with on-site renewable energy generation. • **Smart Energy Optimization:** Through advanced analytics and automation, Johnson Controls enhances the efficiency of renewable energy systems by balancing energy supply and demand in real time. • **Microgrid Solutions:** We support the development of microgrids, enabling decentralized energy systems that incorporate renewable energy sources for greater resilience and reliability. **Energy Storage Systems** • **Battery Energy Storage:** Johnson Controls develops solutions for integrating battery energy storage systems (BESS) with building infrastructure. These systems store excess renewable energy for later use, improving energy reliability and reducing dependence on fossil fuels.

		• **Thermal Energy Storage:** We specialize in technologies like ice thermal storage, which store cooling energy during off-peak hours for use during peak demand, enhancing energy efficiency in HVAC systems. • **Energy Storage Control Systems:** We provide intelligent control systems that optimize the performance and lifecycle of energy storage units, ensuring maximum return on investment. **Key Projects and Initiatives** • **OpenBlue Clean Energy Solutions:** Our OpenBlue platform is designed to enhance energy efficiency, integrate renewable energy, and provide insights into cleaner and more sustainable operations. • **Sustainable Infrastructure Projects:** Johnson Controls has partnered with various organizations globally to deploy renewable energy and storage solutions in commercial buildings, campuses, and industrial facilities, helping clients achieve their sustainability goals. **Commitment to Sustainability** • We are committed to reducing carbon emissions across its operations and customer facilities, aligning with global sustainability goals like the **Paris Agreement**. • As part of its leadership in sustainability, Johnson Controls actively promotes energy storage as a critical enabler for achieving net-zero emissions and supporting renewable energy adoption. Johnson Controls continues to innovate in renewable energy and energy storage systems, ensuring its solutions remain at the forefront of sustainable building technologies.
	Outline capabilities for integrating legacy systems with updated technologies.	Johnson Controls provides the widest spectrum of innovative products, expert installation and services, and systems integration to help improve operational and energy outcomes for clients worldwide. We create more comfortable, healthy, and sustainable building environments by providing our customers with proactive solutions that integrate today's innovation and technology for heating and air conditioning systems. We have extensive experience servicing and integrating with equipment and systems from other companies. This experience helps us evaluate each Equalis Group/Region 10 ESC member's system and provide them with research on different types of manufacturers and equipment to allow them to make the best decision for their buildings. Our ability to function as a vendor neutral provider enables our team to provide the solution that makes the most sense from a financial and efficiency viewpoint. Our negotiated agreements allow us to deliver lower cost products for your project and leverage your existing investments in energy efficiency wherever possible. Johnson Controls has extensive experience and capabilities for integrating legacy systems with updated technologies, enabling seamless transitions while optimizing existing infrastructure. These capabilities are rooted in expertise across building automation, controls, and digital transformation. Key aspects of our approach to integration focus on: **Open Architecture and Interoperability** • Our solutions are designed with open protocols (such as BACnet, Modbus, and LonWorks), enabling integration with legacy systems regardless of manufacturer. • The use of open standards ensures compatibility between older and newer technologies, reducing the need for complete system replacement. **Cloud-Based Platforms** • Platforms like **OpenBlue** provide a centralized, cloud-based environment for managing legacy systems alongside modern IoT-enabled devices. • OpenBlue bridges the gap between existing infrastructure and cutting-edge technologies, offering real-time data analysis, remote monitoring, and predictive maintenance.

Retrofit Solutions

- Johnson Controls offers retrofit options to upgrade legacy systems, such as replacing outdated controllers, sensors, or actuators while retaining core infrastructure.
- This approach minimizes disruption and capital expenditure while enhancing system performance and energy efficiency.

Edge and IoT Integration

- Johnson Controls leverages IoT and edge computing to connect legacy systems to modern platforms, enabling advanced functionalities like analytics, AI-driven insights, and automation.
- Legacy assets can be integrated into IoT ecosystems to improve operational visibility and efficiency.

Custom Engineering and Consulting Services

- We provide tailored solutions based on specific customer needs, including system audits, roadmap development, and integration strategies.
- Engineering teams work closely with clients to ensure smooth integration with minimal downtime.

Cybersecurity Enhancements

- Legacy systems often lack robust cybersecurity features. Johnson Controls integrates updated security protocols into connected systems, ensuring compliance and protection against modern threats.

Energy Optimization

- Our energy management solutions can retrofit legacy systems to operate more efficiently by integrating them with advanced energy monitoring and optimization tools.

Scalable Solutions

- Johnson Controls designs scalable systems that allow customers to modernize incrementally, avoiding full system replacements and enabling gradual upgrades.

Examples of Integration Capabilities:

- Upgrading legacy HVAC systems with smart controls.
- Integrating older building management systems (BMS) into OpenBlue for advanced analytics and automation.
- Connecting legacy fire and security systems with modern monitoring solutions.

By combining domain expertise, advanced technologies, and a customer-centric approach, Johnson Controls ensures that legacy systems can be effectively integrated with updated technologies, providing cost-effective modernization while maximizing system longevity.

Johnson Controls' Ability to Integrate with Existing Legacy Systems

Metasys Building Automation System

With over 30 years of proven performance, Metasys helps control lighting, security, access control, energy 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. 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.

		Johnson Controls designed Metasys to integrate seamlessly with various building systems and devices, enabling interoperability and flexibility. Here are some key points regarding third-party compatibility: **Industry Standards** • Metasys supports open protocols such as **BACnet**, **LonWorks**, **Modbus**, and **N2**, which are commonly used by third-party systems. • This ensures that Metasys can communicate with a wide range of devices and systems, including HVAC, lighting, security, and fire safety systems. **Third-Party Integration Options** • Metasys can interface with third-party controllers, sensors, and equipment that use open or proprietary protocols. • Integration may require additional hardware or software modules, such as protocol converters or integration drivers. **Custom Integration** • For systems that don't natively support open protocols, custom integrations can be developed to enable compatibility. • Johnson Controls provides tools like the **Metasys System Integration Services** to help with complex integrations. **Certification and Compliance** • Many third-party devices are certified to work with Metasys, especially those adhering to BACnet standards. **Examples of Compatible Products** • Third-party HVAC equipment (e.g., chillers, boilers, air handlers). • Lighting control systems. • Access control and security systems. • Energy meters and sensors. For more than a quarter century, the Metasys building automation system has delivered consistent results to meet even the most complex building management needs. Metasys delivers more unified building management, providing facility personnel with smarter building automation, faster responses to critical alarms, and integrations with fire detection, security, and lighting systems — all with visibility from a single common interface. Metasys can support up to 800 IP devices directly integrated with the ADS and ADX servers across a wide range of IP protocols, including but not limited to BACnet/IP, BACnet/SC and ModBus TCP. This can extend system scale without the need for an additional engine. The flattened architecture increases the efficiency of communication between devices and provides architectural flexibility for both existing site retrofits, along with new installations. This level of flexibility makes it possible to deploy the most suitable physical system architecture at each site, which can also simplify network management, accelerate data transmission and minimize costs. We have provided and installed Metasys controls systems in the world's largest facilities. More than 10,000 Metasys systems operate in buildings large and small throughout the world. These include the Empire State Building in Manhattan, where we integrated the Johnson Controls Metasys BAS to monitor and optimize HVAC, lighting, and other building systems. At the Willis Tower in Chicago, we installed a BAS system for the new podium addition, replaced, and upgraded many parts to their current BAS system, and enhanced the comfort and safety standards for the building's tenants, employees, and visitors. At the Hudson Yards Tower C in Manhattan, we created a truly intelligent, converged enterprise campus. That vision started with the BAS (Metasys) becoming the hub of the entire enterprise.

OpenBlue

Johnson Controls provides integrated control systems, security systems, fire-detection systems, equipment, and other Connected Technology integration services. We are a leader in connected technologies, routinely installing and servicing connected equipment for clients worldwide. We are taking “Smart Buildings” to the next level with our OpenBlue Technology that is a complete suite of connected solutions that deliver impactful sustainability, healthy living experiences, and increased safety and security with our cutting-edge technology. It features an AI-powered solution that includes remote diagnostics, predictive maintenance, compliance monitoring, advanced risk assessments, and more, all focused on enhancing interior environments. These include:

- Audio-Visual
- Data Cabling
- LAN/WAN/Voice
- Distributed Antenna Systems
- Nurse Call Systems
- Security Systems
- HL7 Integrations

Like Metasys, OpenBlue is designed to be compatible with third-party products. It is built on open architecture principles to ensure seamless integration with a wide range of systems, devices, and solutions from other manufacturers. This interoperability allows OpenBlue to work alongside existing infrastructure and enhances its ability to deliver connected, intelligent building solutions.

Key Features Supporting Compatibility:

- **Open APIs**: OpenBlue provides application programming interfaces (APIs) that facilitate integration with third-party systems.
- **IoT Connectivity**: It supports IoT devices and platforms, enabling data exchange across a diverse ecosystem.
- **Industry Standards**: OpenBlue adheres to widely accepted industry protocols and standards, such as BACnet, Modbus, and MQTT, to ensure compatibility.
- **Scalability**: OpenBlue can adapt to different environments, whether integrating with legacy systems or modern smart technologies.

OpenBlue Enterprise Manager

OpenBlue Enterprise Manager (OBEM) is a comprehensive suite of application modules to monitor and improve energy efficiency, tenant satisfaction, asset performance, maintenance operations, space performance, and the comfort and well-being of occupants. OBEM integrates with the existing BAS and other facility management systems to proactively analyze energy, assets, space, and occupant data. It provides a “single pane of glass” enterprise-wide management platform, identifying issues and faults, and highlighting opportunities for improved performance, operational savings, and better building experiences. This smart facility management solution can identify, diagnose, and prioritize equipment problems allowing you to plan timely actions to fix any issues. It will continually measure and monitor the performance and utilization of those assets and identify risks and opportunities for greater efficiency. OBEM and its various modules measures, monitors, and reports on the performance of buildings.

Workplace Management

Workplace management technology is a key enabler in terms of improving operational efficiency, creating safer, healthier and smarter buildings, and supporting sustainability goals. This innovative software product offers a range of solutions to make workspaces smarter, like space-scenario planning, asset management and facilities maintenance, supported by security protocols, floor plan scenario modeling, bi-direction integration with AutoCAD and Revit models, and advanced workplace analytics capabilities. Improving the experience of everyone inside the building from visitors to occupants to building managers, its powerful sensors and analytics can

help portfolio managers optimize space, realize greater cost savings, and help manage and report on indoor air and other environmental data in facilities as diverse as commercial real estate, hospitals, universities, and government buildings.

Workplace Experience Plus - Companion
Create a modern workplace of the future that enables the most engaging and productive environment for all occupants. Easy and frictionless integration with real estate and amenities to maximize occupant satisfaction. Workplace Experience Plus – Companion is a scalable solution, available in international languages and custom branding, which assists companies in driving smart campus and occupant experiences. Available on mobile devices, desktop and kiosk platforms, it aims to deliver powerful insights into space use and energy consumption, while improving occupant productivity and satisfaction. It also integrates seamlessly with building systems and technologies, allowing for better control, monitoring and management of lighting, security and HVAC.

Central Chiller Plant Optimization
Central Chiller Plant Optimization (CCPO) is an integrated approach that allows plants to reach and sustain optimal efficiency. It optimizes a plant's performance, so it works as a single, integrated system that can achieve your efficiency goals. CCPO minimizes lifecycle costs and greenhouse-gas emissions, achieves 15- to 30-percent savings on central plant energy and water costs, and uses a model predictive control technique that can be applied to any automation system with low start-up cost.

Johnson Controls' Vendor Neutral Approach Creates the Ability to Integrate with Third Party Systems
While we manufacture award-winning York HVAC equipment, we are a **vendor neutral** ESCO with negotiated agreements with all major suppliers. We have extensive experience servicing and integrating with equipment and systems from other companies. This experience helps us evaluate your HVAC systems and provide you with research on different types of manufacturers and equipment to allow you to make the best decision for your buildings.

Another critical part of the design and integration step is utilizing the Johnson Controls Integration Testing Lab (iHub). We maintain a vendor neutral approach that allows us to provide best in class solutions without limitation. Given the quick rate at which technology changes, we test new integrations before implementing them onsite. This capability is key to our approach and mitigates performance and delay risk.

We require our technology partners (as necessary) to participate and provide equipment and services for a **designated test lab at the customer site**. The purpose is to test the integrations between technology partners as well as with existing customer systems and technologies. Typical lab room setup includes adequate power, HVAC, lighting, and network connectivity (wired and wireless).

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

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

- 24/7 remote monitoring
- Access control systems

- CCTV
- Advanced video surveillance
- Gunshot & Weapons detection solutions and integrations
- Intrusion detection
- Drone detection

Like Metasys and OpenBlue, Johnson Controls' security and fire protection solutions are designed to integrate with older SimplexGrinnell as well as third-party products. Many of these systems are built with open protocols and modular architectures that allow interoperability with previously released Simplex Grinnell as well as other manufacturers' devices and systems. This flexibility ensures that customers can create tailored solutions that meet their specific needs while leveraging existing infrastructure.

Security Systems Integration:

- **Access Control**: Johnson Controls' access control systems (e.g., **C•CURE 9000**) can integrate with all SimplexGrinnell and other third-party hardware like card readers, biometric scanners, and video surveillance systems.
- **Video Management**: Systems such as exacqVision support integration with third-party IP cameras and analytics software.
- **Open Protocols**: Many security systems utilize industry-standard protocols (e.g., ONVIF for video devices) to ensure compatibility with all SimplexGrinnell and virtually any non-Johnson Controls products.

Fire Systems Integration:

- **Addressable Fire Panels**: Johnson Controls' fire alarm systems (e.g., Autocall and Simplex panels) can interface with other building management systems (BMS) using open protocols like BACnet or Modbus.
- **Notification Devices**: Fire alarm panels can integrate with all SimplexGrinnell as well as virtually all third-party notification appliances (e.g., strobes and horns) as long as they meet compatibility standards.
- **Monitoring Systems**: Fire systems can be connected with SimplexGrinnell or third-party monitoring or reporting platforms to enhance building safety.

Benefits of Integration:

- **Unified Management**: Johnson Controls' systems can be integrated into platforms like **OpenBlue** for centralized monitoring and control.
- **Cost Efficiency**: Customers can use existing devices, reducing the need for complete system replacement.
- **Enhanced Functionality**: Integration enables advanced capabilities, such as combining fire detection with security monitoring for a more comprehensive solution.

Lighting Controls

By implementing networked controls, Equalis Group/Region 10 ESC members will be able to implement lighting asset management and analytics features. In addition to making spaces easier to reconfigure, networked lighting also enables greater savings, automatic color tuning, and personal environment management. If controls are added while switching from fluorescent to LED, the project can realize additional energy savings.

- **Building Automation System Integration**: When your networked controls are integrated into your Building Automation System, you enable centralized scheduling, greater control of your lighting which provides greater savings, and the ability to let the lighting interact with other building systems.

		▪ **Business Optimization**: Implementing advanced digital sensors enables you to use asset and people tracking technology with Bluetooth tags on equipment, enable intelligent space utilization, heat mapping, and support your personnel with greater safety and security features. ▪ Room based controls: occupancy sensors, Photocell sensors ▪ Stand-alone Networked controls ▪ Integrated Networked controls with BAS ▪ Smart City controls **Smart City Programs** Johnson Controls has developed a smarter way to implement smart city programs using a proven, repeatable technology implementation process based on our expertise from more than a decade of integrating building, business/IT, and specialty systems. It often begins with a connected streetlight system for better visual acuity while significantly reducing energy and operational costs. A Johnson Controls lighting system offers an intelligent, adaptable, and future ready solution that can then be connected to other systems highlighted below that provide a wealth of new municipal services needed for a world class capital city. Solutions include: ▪ Traffic analysis ▪ Security Cameras ▪ Proximity Sensors ▪ Pedestrian Counters ▪ Digital signage and speakers ▪ Gunshot detection
	Outline energy efficiency/savings opportunities and solutions that result from the offered products and services.	Johnson Controls stands at the forefront of energy-efficient innovation, offering a comprehensive suite of HVAC products, services, and solutions that empower customers to reduce energy consumption while driving measurable cost savings. At the heart of this capability is a commitment to high-performance systems that adapt intelligently to real-world demands. Our HVAC equipment—ranging from chillers and air handlers to heat pumps and rooftop units—is engineered for efficiency. These systems incorporate variable-speed compressors, motors, and drives that dynamically adjust output based on actual demand, ensuring energy is never wasted. Beyond hardware, Johnson Controls integrates smart building technologies like Metasys and OpenBlue. These platforms unify HVAC, lighting, and other systems into a cohesive network that leverages advanced analytics and machine learning. Through real-time monitoring and predictive maintenance, buildings operate only when needed, eliminating unnecessary energy use and uncovering hidden inefficiencies. Johnson Controls also addresses peak energy challenges with innovative demand management solutions. Our technologies enable buildings to respond to grid stress by modulating energy use during high-demand periods. Energy storage systems further enhance this capability, storing surplus energy for strategic deployment when utility costs spike. For facilities with aging infrastructure, Johnson Controls offers retrofit and upgrade options that breathe new life into existing systems. By enhancing controls or integrating energy-efficient components like variable frequency drives, Equalis Group/Region 10 ESC members can achieve significant energy reductions without the expense of full system replacement. Their energy optimization services begin with thorough audits and performance assessments, revealing opportunities to right-size systems and fine-tune airflow. These insights translate into actionable strategies that lower energy consumption and operational costs.

		Sustainability is also central to Johnson Controls' approach. By integrating renewable energy sources such as solar power into HVAC operations, Equalis Group/Region 10 ESC members reduce reliance on non-renewables and align with green building standards like LEED. Many of their products are designed to meet these certifications, helping organizations meet their environmental goals. Importantly, Johnson Controls designs systems with lifecycle cost reduction in mind. Predictive maintenance tools minimize downtime and repair expenses, while long-term energy efficiency ensures that savings continue to accrue over time. Recognizing that each industry has unique needs, Johnson Controls delivers tailored HVAC solutions for sectors such as healthcare, data centers, and commercial buildings. These customized systems optimize energy use based on specific operational requirements, ensuring both performance and efficiency. The real-world impact of Johnson Controls' offerings is clear. Customers consistently experience lower energy bills, improved compliance with sustainability regulations, and enhanced comfort for building occupants—all while maintaining a strong focus on energy efficiency. As noted earlier within our response, Equalis Group/Region 10 ESC members can ensure their HVAC project produces significant energy savings and the highest return on investment by selecting a company with extensive experience providing energy solutions and a 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 160 branch offices in North America, we provide Equalis Group/Region 10 ESC member agencies with are a leading provider of HVAC, equipment, controls, HVAC and refrigeration systems, and performance contracting. Within our detailed overview of the products and services we are prepared to provide to Equalis Group/Region 10 ESC members, we have highlighted an extensive listing of products and services. We are prepared to provide these same solutions to Equalis Group/Region 10 ESC members based on their specific needs. By leveraging our experience with regards to the energy auditing process, we are able to identify those energy conservation measures (ECMs) that will provide the largest return on investment while producing the most significant level of cost savings. Additionally, Johnson Controls has an unparalleled record in delivering successful guaranteed energy savings programs to all types of facilities. Throughout our 42-year history in performance contracting, we have guaranteed more than $18 billion in energy and operational savings for our clients. Currently, Johnson Controls has 344 active performance contracting projects in North America and has recorded that are guaranteed to save more than $6.8 billion in energy and operational savings over their project terms. In addition, Johnson Controls has generated $1.5 billion in total ESPC sales over the past three years. We also help customers achieve energy savings through the implementation of Energy Performance Contracting. Through these projects we deploy equipment upgrades and management services to deliver guaranteed energy savings and achieve GHG reductions. Since January 2000 these projects have resulted in a reduction of more than 39 million metric tons CO_2e.
	Describe your process for conducting energy audits including any tools and methodologies utilized to calculate potential savings.	During the audit phase, we launch a collaborative process where we meet with key members of the Equalis Group/Region 10 ESC member's team, perform the Technical Energy Audit and develop a Project Proposal. This initial phase provides a comprehensive analysis of the opportunity with a resulting study that clearly lays out the options available to the Equalis Group/Region 10 ESC member. This phase uses client interviews, site surveys, and a preliminary proposal to identify project objectives, rank priorities, target systems for improvement, and determine the potential overall benefit of implementing the project. The Technical Energy Audit includes detailed site surveys, baseline validation, and design development. Our team will collect information on facility operations and operational requirements to develop a detailed scope for each ECM. This process typically requires:

- **Gathering Site and Project Information:** The site surveys and discussions with site personnel are performed to gain as complete an understanding of the building operation as possible to ensure the accuracy of improvement and savings projections. We conduct investigations, site surveys, and reviews of available information to eliminate or reduce the risk of unforeseen conditions.
- **Detailed Site Surveys and Data Collection:** We perform additional detailed site surveys, building data collection, and interviews, where necessary, to validate the information collected. We will engage with all necessary regulatory officials to verify requirements for any needed permits and perform advanced information gathering to ensure the specified materials and equipment are available within the required schedule.
- **Business Case and ECM Workshop**: Working collaboratively with the Equalis Group/Region 10 ESC member, we will identify potential ECMs and develop a projection of savings. This preliminary step is critical, enabling the Equalis Group/Region 10 ESC member to select ECMs for further development. This first step reduces development costs by ensuring that the teams focus on the optimal project scope.
- **Design Development**: Scope of work documentation and/or drawings and specifications will be generated for each proposed ECM. Drawings may not be provided for each ECM. The ones created are generally between 30% and 60% complete at this stage. The scope of work documentation and drawings will contain sufficient information for subcontractor tendering.
- **Baseline validation:** In determining project scope and pricing, we collaborate with the Equalis Group/Region 10 ESC member to gather all information needed to calculate an energy baseline and to determine the M&V approach for each of the ECMs to be implemented. During this step, our M&V team will collaborate with the Equalis Group/Region 10 ESC member to identify the baseline measurements that may be required and submetering equipment that may be installed. This analysis process allows us to create detailed energy consumption profiles to finalize energy baselines.

We complete a Utility Survey, which enables us to assess the current utility budget and study the utility bill history to help us estimate utility and greenhouse gas emission (GHG) savings. By performing the utility survey, we gain insight into which systems are consuming the most energy, how the utilities are charging for each unit of energy, and what strategies might maximize energy savings and dollars.

Next, we perform a building survey where we assess the systems, existing conditions, operational details, improvement possibilities, costs, and integration strategies. The building survey is a critical task to our overall engineering process. The survey includes a review of as-built construction drawings, identification of equipment operation, examination of the general configuration, and related systems conditions. This step is critical in understanding the scope of work for the project.

The team then uses the utility and building survey data to conduct an in-depth assessment of the facilities and begin creating the Investment Grade Audit (IGA) report to select which improvements to incorporate into the final project scope. We collaborate with the Equalis Group/Region 10 ESC member on the selection of the final technical scope for the project including determining project baselines, M&V methods, operational and maintenance services, construction issues, and the funding for the project. In the IGA, each ECM is developed by performing a safety and lifecycle cost analysis and reviewing those results with the Equalis Group/Region 10 ESC member.

Benefits: Clear open communications and partnership with the Equalis Group/Region 10 ESC member from day one. We jointly identify project objectives, target systems for improvement, and determine the potential overall benefit of implementing the project. The value of our process to the Equalis Group/Region 10 ESC member is: 1) promotes effective communication that results in project success, 2) facilitates getting the comprehensive project that they want, 3) improves time management, 4) keeps key participants collaborating, informed, and engaged in the process, 5) reduces potential problems, 6) ensures flexibility to focus on what's important to the Equalis Group/Region 10 ESC member, and 7) provides agreement on specific project issues as the project is developed.

To conduct the Investment Grade Audit (IGA), our engineering team validates the technical and financial feasibility of the ECMs identified in the Technical Energy Audit. Our team collects information on facility operations and operational requirements to develop a detailed scope for each Measure. This process typically requires:

- **Building Data Completion:** We prepare and compile a list of additional information required to complete the investigation and submit this to the Equalis Group/Region 10 ESC member. The list may include items such as mechanical/electrical drawings, structural drawings, a print screen from the BAS, occupation schedule per zone, etc.
- **Detailed Site Surveys**: Additional detailed site surveys, where necessary, to validate the information collected during the preliminary analysis are presented as well as interviews and / or workshops sessions with Equalis Group/Region 10 ESC member stakeholders and facility operations personnel to further validate facility needs and operational requirements. This includes the Utility Survey and the Building Survey.
- **Design Development:** Scope of work documentation and/or drawings and specifications will be generated for each proposed ECM. Drawings may not be provided for each ECM. The ones created are generally between 30% and 60% complete at this stage. The scope of work documentation and drawings will contain sufficient information for subcontractor tendering.

Our technical staff will conduct walk-throughs of your building and use a variety of industry standard calculations and software tools to subject your potential projects to further scrutiny. Software tools we use for calculating potential savings and selecting projects include:

- **eQUEST** – used widely by utility companies to perform load studies, understand the impact of different rate structures, and prepare incentive packages.
- **DOE.2 Modeling Program** – a widely used and accepted freeware building energy analysis program that can predict the energy use and cost for all types of buildings.
- **MetrixTM** – a utility accounting program used to establish a utility bill baseline and subsequent comparative analysis.
- **Empeq:** A new audit digitization solution that makes it easy to collect detailed accurate data on building equipment and features.

We develop a baseline for each building using the data collected. This procedure establishes the “as-built” energy performance of the buildings. Modifications are implemented, one ECM at a time, with a resultant new energy profile. The model calculates the difference in usage should that particular ECM be implemented. In addition, the cost to install that ECM is determined using industry-standard estimating methods. At this level, each ECM will be considered independently, as if only that ECM were implemented. This provides a fair evaluation of the economic impact of each ECM.

Cost savings will be calculated using the unit costs provided by the Equalis Group/Region 10 ESC member. However, evaluating each ECM independently does not reveal the bottom-line energy savings potential if more than one ECM is implemented. Accounting for the interaction between ECMs must occur before an accurate profile can be presented. Our analysis will allow for the “cascading” of ECMs — that is, recalculating the savings from the previous ECM results.

In determining project scope and pricing, we collaborate with the Equalis Group/Region 10 ESC member to gather all information needed to calculate an energy baseline and to determine the Measurement and Verification (M&V) approach for each of the Measures to be implemented.

- **Baseline validation:** During this step, our M&V team will collaborate with the Equalis Goup/Region 10 EC member to identify the baseline measurements that may be required. Submetering equipment may be installed during the IGA phase for baseline validation.

- **Development of detailed baselines:** This analysis process will allow us to create detailed energy consumption profiles to establish energy baselines. During this step, we will conduct M&V workshops with the Equalis Group/Region 10 ESC member to review energy rates, IPMVP options, and baselines.

We will develop a detailed implementation/construction plan that fits your schedule and will establish project coordination protocols. We will also determine requirements for operations, maintenance, and service. We hold a series of workshops throughout the Detailed Design phase to refine and finalize the project. These workshops include:

- **Design workshop(s):** In a workshop setting, we present detailed designs and project schedules for review and approval to collaboratively determine final selection of Measures for the project. We will also work with the member to identify equipment training needs and any skills-based training required for the staff to maintain the measures. We will publish the designs and any subsequent updates to the requirements for use in preparing the scope of work for internal resources and local subcontractors. Any issues affecting the implementation will be resolved at this time. We will then complete the detailed schedule, including allocation of resources.
- **M&V workshop:** In a workshop setting, we review the M&V methodology for the proposed ECMs.

The final step in the Project Development Phase is the preparation of a comprehensive Project Proposal to show the results of the IGA.

Once the Equalis Group/Region 10 ESC member decides on the most desirable options, we will execute the detailed financing/funding model and engineering phase of our process. This phase will include determining final scope, pricing/funding scope, and finalizing the detailed energy study and report. The result will be a defined scope of work and a budget that will serve as the foundation of the project. The documents that we deliver ensure we have a clear map for success, that the subcontractors have the information they need to bid effectively, and that the member is protected from surprises that will impact their budget or savings. Having complete clarity of rebate and grant funding available will also be an essential element of this phase.

Final designs and detailed project schedules will be presented to that Equalis Group/Region 10 ESC member for review and approval. Any issues affecting the implementation will be resolved at this time. Once detailed procedures for the final project acceptance are established, these will be verified again against the established project goals and requirements as well as the performance specifications of each ECM. No ECM is listed in the final project scope unless the member agree to its inclusion, which includes equipment type as well.

Benefits: Professionally engineered solutions tailored for the Equalis Group/Region 10 ESC member delivering: 1) a local engineering team unmatched in design experience, and 2) resident resources to design, install, and service your selected ECMs. The best ECM would be of no use to the member if it cannot be implemented or serviced after installation. Understanding the uniqueness of local impacts such as climate enables a program designed to be successful in varying conditions. We are uniquely positioned to bring this holistic approach to the member, allowing for a true single source of accountability for every aspect of the project.

Provide the geographic coverage for the offered products/services. List the number and location of offices or service centers for all states being proposed in solicitation.

Johnson Controls is prepared to serve Equalis Group/Region 10 ESC members across all 50 states of the United States.

Johnson Controls has 160 branch locations across North America with sales and service teams, 8,300 front-line service providers, and 92 distribution and warehouse facilities throughout North America. The following list are locations we have within the United States. Please note that some cities have more than one branch office or facility.

Location	Location	Location	Location
Albany GA Branch	Des Moines IA Branch	Long Island NY Branch	Rochester NY Branch
Albany NY Branch	Duluth MN Branch	Los Angeles CA Branch	Rockford IL Systems Branch

	Additionally, if your company does not offer all products and services in all 50 states, please describe any geographical limitations on any product or service offered.	Albuquerque NM Branch	East Peoria IL Branch	Louisville Br/SIS Louisville KY	Rocky Hill CT
		Allentown PA Branch	East Peoria IL IT Branch	Lubbock TX Branch	Saginaw MI Branch
		Anchorage AK Branch	Edison NJ Branch & UPG	Lynnfield MA Branch	Salt Lake City UT Branch
		Ann Arbor MI Branch	El Paso TX Branch	Macon GA Branch Office	San Antonio TX Branch
		Appleton WI Branch	Erie PA Branch	Madison WI Branch	San Diego CA Branch
		Arlington Heights IL Branch	Evansville IN Branch	Manchester NH Branch	San Francisco CA Branch
		Asheville NC Branch	Evansville WY Branch	Medley FL Latin Amer Ops	Santa Rosa CA Branch
		Atlanta GA Branch	Fairbanks AK Branch	Memphis TN Branch	Savannah GA Branch
		Auburn Hills MI Branch	Fargo ND Branch	Meriden CT Branch	Seattle WA Branch
		Augusta GA Branch	Fayetteville NC Branch	Miami FL Branch	Secaucus NJ Office
		Austin TX Branch	Florence SC Branch Office	Mobile AL Branch	Shreveport Branch Office
		Baton Rouge LA Branch	Folsom CA Branch	Moline IL Branch	Sioux Falls SD Branch
		BE Guam Branch	Fort Worth TX Branch	Nashville TN Branch	South Bend IN Branch
		BE Milwaukee Branch	Glen Allen VA Branch Sys	Neenah WI Branch	Sparks MD
		Beaumont TX Branch	Goose Creek SC Branch	New Cumberland PA Branch	Spokane WA Branch
		Billings MT Branch	Grand Rapids MI Branch	New Haven CT Branch	Springfield IL Branch
		Blackwood NJ Branch	Great Falls MT Branch	New Orleans/Metairie LA	Springfield MA Branch
		Boise ID Branch	Greensboro NC Branch	Norfolk VA Branch	Springfield MO Sales Office
		Bossier City LA Sys Branch	Greenville SC Branch	Oberlin Branch	St Cloud MN Branch
		Buffalo NY Branch	Hartford CT Branch	Oklahoma City OK Branch	St Louis MO Branch
		Capitol Heights MD Branch	Hayward CA	Omaha NE Branch	Sulphur LA Branch
		Cedar Rapids IA Branch	Hillside IL Branch	Orlando FL Branch	Syracuse NY Branch
		Charleston WV Branch	Honolulu HI Branch	Pentagon Sys Branch Wash DC	Tampa FL Branch
		Charlotte NC Branch	Hoover AL Branch	Phoenix AZ Branch	Toledo OH Branch
		Charlottesville VA JBAS	Houston TX Branch	Pittsburgh PA Branch	Tri-Cities Br Johnson City TN
		Chattanooga TN Branch	Indianapolis IN Branch	Plymouth Meeting PA Branch	Tucson AZ Branch
		Cheyenne/Ft Collins WY	Indianapolis IN Rental & Adaptiv	Plymouth MN Branch	Tukwila WA Branch
		Chicago IL South Branch	Industrial & Marine Seattle WA	Portage MI Branch	Tulsa OK Branch
		Cincinnati OH	Jacksonville FL Branch	Portland ME Branch	UPMC/CHOP Pitt PA Branch
		Cincinnati OH Branch	JCFS Charleston SC	Portland ME Branch	Waco Temple TX Branch
		Cleveland OH Branch	Junction City KS Branch	Portland OR Branch	Waco TX Branch
		Colorado Springs CO	Kansas City KS Branch	Providence RI Branch	Waite Park MN Branch

		Columbia SC Branch Columbus GA Branch Corpus Christi TX Branch Dallas TX Branch Dayton Branch Denver CO Branch Kearney NE Branch Knoxville TN Branch La Crosse WI Branch Las Vegas NV Service Branch Lincoln NE Service Branch Little Rock AR Branch Raleigh NC Branch Rapid City Sub Branch Richmond VA Branch Ridgeland MS Branch Roanoke VA Branch Roanoke VA IT Branch Westchester Br Hawthorne NY Westerville OH Branch Wichita KS Branch Wilkes Barre PA Branch Wilmington NC Branch Youngstown OH Branch
	Outline any value-added capabilities not already addressed.	Johnson Controls provides a wide range of installation services tailored to meet customer needs across various industries. Below is a summary of key installation services that we can provide, including associated agreements and offerings: **Water Meters and Utility Systems** • **Description**: Installation of advanced water metering systems that help customers monitor and optimize water usage. This includes smart meters, data integration, and connectivity to building management systems. • **Agreements**: These typically fall under performance contracts or energy service agreements, ensuring efficiency and regulatory compliance. **Lighting Systems** • **Description**: Installation of energy-efficient lighting solutions, including LED retrofits, smart lighting controls, and integration with building automation systems for optimized energy use. • **Agreements**: Lighting upgrades may be included in energy performance contracts, where Johnson Controls guarantees energy savings or provides turn-key installation agreements. **Painting Services** • **Description**: Painting services are typically part of broader building upgrade or renovation projects. Johnson Controls ensures adherence to customer specifications and industry standards for aesthetic and functional improvements. • **Agreements**: Painting services are often incorporated into general contracting agreements or facility upgrade projects. **Project Management** • **Description**: We offer end-to-end project management services, including planning, coordination, execution, and oversight of complex installations or upgrade projects. This ensures timely delivery, budget adherence, and quality control. • **Agreements**: Project management services are typically outlined in a Master Services Agreement (MSA) or specific installation contracts. **Serving as Prime Contractor** • **Description**: Johnson Controls can act as a prime contractor, taking full responsibility for managing subcontractors, procurement, scheduling, and compliance on large-scale projects. • **Agreements**: Prime contracting services are detailed in construction or project delivery agreements, which define our role as the central point of accountability. **Building Envelope Improvements** • **Description**: Installation of solutions to improve the thermal performance of building envelopes, such as insulation, air sealing, and window upgrades, aimed at reducing energy consumption and enhancing occupant comfort. • **Agreements**: Included in energy efficiency retrofits or performance contracts. **Elevator and Escalator Modernization** • **Description**: Installation and modernization of elevator and escalator systems for improved reliability, energy efficiency, and compliance with safety standards. • **Agreements**: Typically part of capital improvement or building modernization agreements. **Plumbing Systems**

		• **Description**: Installation and upgrades of plumbing systems, including water distribution, drainage systems, and fixtures to improve water efficiency and comply with local regulations. • **Agreements**: Often incorporated into facility retrofits or construction agreements. **Electrical Systems** • **Description**: Installation of electrical infrastructure, including wiring, panels, transformers, and power distribution systems. Johnson Controls also specializes in integrating electrical systems with smart building technologies. • **Agreements**: Covered under construction or modernization agreements, or as part of energy efficiency projects. **Data Center Infrastructure** • **Description**: Installation of critical data center systems, such as cooling solutions, power management systems, and fire suppression technologies, ensuring uptime and operational reliability. • **Agreements**: Structured under specialized IT infrastructure or mission-critical facilities contracts. **Renewable Energy Systems** • **Description**: Installation of renewable energy solutions like wind turbines, geothermal systems, and advanced photovoltaic (solar) systems for sustainable energy generation. • **Agreements**: Typically part of energy performance contracts or sustainability initiatives. **Backup Power Systems** • **Description**: Installation of generators, uninterruptible power supplies (UPS), and battery storage systems to ensure reliable backup power in critical environments. • **Agreements**: Included in business continuity or critical infrastructure agreements. **Industrial Systems** • **Description**: Installation of specialized systems for industrial environments, including process cooling, compressed air systems, and industrial automation solutions. • **Agreements**: Structured under industrial modernization or facility upgrade contracts. **Healthcare-Specific Systems** • **Description**: Installation of healthcare-focused systems such as advanced HVAC for infection control, medical gas distribution, and specialized security systems for healthcare facilities. • **Agreements**: Included in healthcare facility improvement or modernization agreements. **Smart Building Technologies** • **Description**: Installation of IoT-enabled devices, sensors, and building automation systems that enable real-time monitoring and control of critical building functions, such as energy use, occupancy, and security. • **Agreements**: Covered under smart building or digital transformation agreements. **Parking and Transportation Systems** • **Description**: Installation of parking management systems, including automated gates, ticketing systems, and lighting solutions for parking structures. • **Agreements**: Typically part of facility improvement or transportation infrastructure agreements. **Emergency and Disaster Preparedness Systems** • **Description**: Installation of emergency communication systems, disaster recovery infrastructure, and resilient building technologies to support preparedness efforts. • **Agreements**: Included in safety and security or critical infrastructure contracts. **Refrigeration Systems** • **Description**: Installation of industrial and commercial refrigeration systems for cold storage, food processing, and other applications requiring temperature control. • **Agreements**: Covered under specialized refrigeration or industrial systems agreements. **Advanced Energy Storage Solutions**

		• **Description**: Installation of energy storage technologies like lithium-ion batteries and thermal energy storage systems to complement renewable energy systems and optimize energy use. • **Agreements**: Included in energy optimization or sustainability contracts. **Telecommunications Infrastructure** • **Description**: Installation of telecommunications systems, including structured cabling, wireless networks, and VoIP solutions to enhance connectivity in buildings. • **Agreements**: Incorporated into IT infrastructure or smart building agreements. **Specialty Systems for Government and Military** • **Description**: Installation of systems designed for secure government facilities, such as advanced access control, perimeter security, and specialized HVAC for mission-critical sites. • **Agreements**: Structured under government contracts or defense infrastructure agreements. **Custom Integrated Solutions** • **Description**: Johnson Controls designs and installs tailored solutions that integrate multiple systems (e.g., HVAC, security, lighting, and building automation) into a seamless operational platform. • **Agreements**: Included in comprehensive facility management or integration agreements. **Additional Installation Services:** • **HVAC Systems**: Installation of heating, ventilation, and air conditioning systems, including chillers, boilers, and air handling units, integrated with our building automation systems. • **Fire and Security Systems**: Installation of fire alarm systems, sprinklers, access control, and surveillance systems to enhance building safety and security. • **Energy Storage and Renewable Solutions**: Installation of battery energy storage systems, solar panels, and renewable energy technologies for sustainable energy solutions. • **Building Automation Systems**: Installation of Johnson Controls' Metasys and other building management systems for centralized control of building operations. • **Retrofits and Modernization**: Upgrading outdated systems, including electrical, mechanical, and structural components, to improve efficiency and extend the lifespan of facilities. **Agreements Overview:** Installation services can be performed under various types of agreements, depending on the scope and complexity of the project: • **Performance Contracts**: Johnson Controls guarantees specific energy savings or performance improvements. • **Turn-Key Installation Agreements**: Covers full design, installation, and commissioning of systems. • **Service Level Agreements (SLAs)**: Defines ongoing support and maintenance following installation. • **Construction Contracts**: Outlines our role as prime contractor or subcontractor for specific construction-related tasks. • **Master Services Agreements (MSAs)**: Provides a framework for long-term collaboration across multiple projects.
Customer implementation and project management	*Outline project management methodologies from initial assessment to final installation.*	**Project Management** Johnson Controls is eager to build a lasting working relationship by implementing improvements that will address each Equalis Group/Region 10 ESC members' current and future needs and reduce their energy costs. Through our team approach, we will provide all of the benefits of a end-to-end/turnkey project partnership to each member including: • Delivering results and meeting each member's goals with our cohesive and responsive team. • Reducing costs by streamlining processes and maintaining a cohesive team. • Enhancing the quality of programs and services. • Promoting local economic development opportunities, both directly and ancillary.

Our project management approach is based on more than a century of project management expertise. Our dedicated full-time project managers bring expertise in state and local codes and regulations because they are based in the area and undergo regular training to bring the member the latest industry practices. And because they are all in-house employees, we provide each member with single source accountability and greater assurance that the project will be delivered successfully. Our approach to effectively managing each project is straightforward and consists of:

- Understanding the specific needs of each Equalis Group/Region 10 ESC member and assembling an experienced team to meet these needs.
- Conducting a thorough and accurate audit.
- Designing equipment and system upgrades based on the audit.
- Managing the project in accordance with our proven processes.
- Coordinating and scheduling the installation to minimize interruption to the member's operations.
- Ensuring the project meets all performance requirements and complies with all state and local regulations.
- Commissioning the project.
- Administering custom owner training and providing for a smooth transition into planned service for each system.

Key Commitments
Committed to Proactive Communications

We recognize that the most successful projects are those where the client is actively engaged. Joint planning, development and open communication are key to a successful partnership. We incorporate specific measures in our project management plan to maximize interaction between our team and the member's engineering and operating staffs. They include:

- Conducting regular workshops or review meetings with the member's staff to gain input on their preferences and ultimately buy-in on decisions as foundational as selecting the best equipment, other input such as provisions for equipment access and removal for maintenance, as well as the "smaller" but very important design details such as selection of construction materials.
- Providing equipment installation references for the member's staff to contact and in some cases site visits to arrive at decisions about equipment type and manufacturers to be approved for the project.
- Participation in quality reviews of the project planning documents and the construction plans and specifications.

We will first develop a list of primary project participants with their contact information to expedite communication. We will also include a distribution list with all reports and documents, and a list of attendees with all meeting schedules. Deliverables to the Equalis Group/Region 10 ESC member will be accompanied by a correspondence letter that outlines the information contained in the attachment, as well as any requested actions. Johnson Controls will also actively issue both written and electronic correspondence to the subcontractors to ensure the proper execution of their coordination items.

We will hold regular meetings with the project team and the member's personnel to review the schedule, provide an update of the status of all tasks, and develop work plans to mitigate any schedule changes. The duration of these meeting will depend upon the complexity of the scope and/or installation. We will then issue any updates to the schedule to the proper personnel. One of the critical aspects of these meetings is reviewing any external interface points to ensure good coordination between subcontractors.

On a monthly basis, we will then conduct a detailed review of schedule performance. This review will be based on the work breakdown structure and variance analysis. We will implement corrective action for elements that exceed established current period or cumulative thresholds. In addition, we will prepare a summary of accomplishments and project issues. These meetings will be critical to ensure good coordination between all parties. Upon completion of the project, member personnel will have been vital members and participants on the project team, assuring their buy-in.

Committed to the Safest Work Environments

Maintaining and improving safety is a cornerstone of the way Johnson Controls operates, and our commitment to the safety and health of our clients, contractors and employees ranks equally with performing quality service. Johnson Controls promotes and maintains continual safety awareness through all phases of work from planning to execution, with emphasis on hazard recognition and safe work practices. As such, each employee has the authority and obligation to stop unsafe activities and take corrective action when needed. This focus on safety is instilled through our safety training orientation, which includes:

- Facility safety rules and compliance requirements.
- Personal protective equipment required for the job.
- Procedures for reporting unsafe acts or conditions.
- Major hazards likely encountered on the job.
- Emergency evacuation and take shelter procedures.
- Procedures for reporting injuries and obtaining first aid.

To ensure all work for the Equalis Group/Region 10 ESC member is performed safely, we will customize our Safety Training Program for the unique situations of the member's project. Our program focuses on identifying hazards specific to the work being performed by Johnson Controls and the safe work practices necessary to eliminate or control the hazardous conditions identified.

To provide a consistent safety program across our company we use a "toolbox" approach to provide the ongoing, job-specific safety messages to employees and contractors in an informal setting such as a small group or one-on-one basis. The toolbox program includes a library of more than 150 topics developed internally to address the hazards specific to our employees' work activities. Each topic is outlined in a conversational format that solicits participants to share their experiences. At the conclusion of each topic, questions are listed to promote further discussion among the participants, obtain feedback and test the effectiveness of the training.

Committed to the Highest Quality

As part of our corporate mission to continually exceed our clients' expectations, Johnson Controls is committed to instituting a superior quality program through all phases. We are ISO 9001:2008 registered, and as such we receive independent audits of our management system to ensure that we remain compliant. 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 work quality on our projects, we follow a formal quality assurance process. The procedures, incorporated into a published quality review manual, were developed from guidelines published by the Professional Engineers in Private Practice section of the National Society of Professional Engineers. Final reports, specifications or drawings cannot be reproduced until the proper reviews have been conducted and the quality of the report, drawing or specification meets acceptable standards. Quality control tasks are separately identified and monitored within the project accounting system.

Specific to each member's project, we will 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 with the Equalis Group/Region 10 ESC member either weekly, bi-weekly or monthly. Our local subcontractors demonstrate this same commitment to quality by performing work in a "partnering" environment. The majority of our subcontractors have worked with us before and are fully aware of the requirements and are actively involved with this process.

Standard, Proven Processes Lead to Successful Projects

These key commitments and our entire project management process are detailed in our Construction Management Handbook, which is distributed to all project managers through a company-wide SharePoint site. This provides a timely means of sharing collective knowledge to project managers with the best practices developed by their colleagues throughout North America,

ensuring consistently superior project performance. We developed, perfected and standardized these processes because construction management involves hundreds of tasks performed throughout the project lifecycle. While some tasks and deliverables are one-time events, most occur as a project “continuum” as the project progresses. Our Construction Management Handbook is a key part of how we drive excellence throughout the organization to ensure each of these tasks is completed successfully. The Handbook serves as a roadmap for our project managers so they can effectively manage projects of all sizes. It breaks down a project’s lifecycle into specific phases, and then outlines the tasks the project manager needs to complete. The compilation of standard processes, checklists and tools sets standards for professional delivery of projects using a consistent format. The Checklist for Success, for example, lists the most important tasks and deliverables required to successfully manage a Johnson Controls project. The Checklist is used as a planning, tracking and documentation tool for the project manager and Johnson Controls’ management to assure the project’s compliance to our quality standards.

Seamless Transitions Between Project Phases

We make a point to implement into our process smooth transitions from one phase to the next. We involve our personnel and outside team members early to promote continuity, communication and coordination so nothing is missed. The project manager, for instance, will be involved early in the development process to help with the initial design and pricing, and to become acquainted with the Equalis Group/Region 10 ESC member’s needs and facilities. This will ensure the project development work is completed with a seamless transition between the development team and the project management team.

Key Responsibilities of Our Project Manager

A project manager aligned to each of the Equalis Group/Region 10 ESC member’s project will be responsible for managing the entire project team. They will assign responsibilities, define expectations, measure performance, report on progress, and support the entire team’s ability to achieve the goals in the construction plan. They will also serve as the primary client liaison throughout the entire implementation process. In this capacity, they coordinates weekly construction team meetings with the member to ensure open lines of communication and expedient problem resolution. They will also conduct daily project status meetings with project foremen to discuss issues and maintain updated progress reports. Finally, they will ensure that all work is performed safely and in accordance with the design and contract documents.

Our project management plan is customized to each effort’s size, complexity and unique challenges. The project manager will coordinate the implementation phase from the local office supporting each project. This office will serve as a center for the management, communications, planning, design review, field engineering, and technical support, as well as the center of coordination for the installation of the member’s improvement measures. The key aspects of our project management plan are highlighted as follows.

Developing a Detailed Plan and Schedule

The Project manager will create a specific, detailed plan for the implementation of the project. We plan and schedule each task according to the critical path methodology, and execute each phase in line with the designated critical path schedule. Individual aspects are labeled with several key points, including the retrofit category, critical preceding tasks and linking tasks, construction milestones and necessary deadlines, management skills and tools required, follow-up responsibilities, special instructions, and changes from the original specifications.

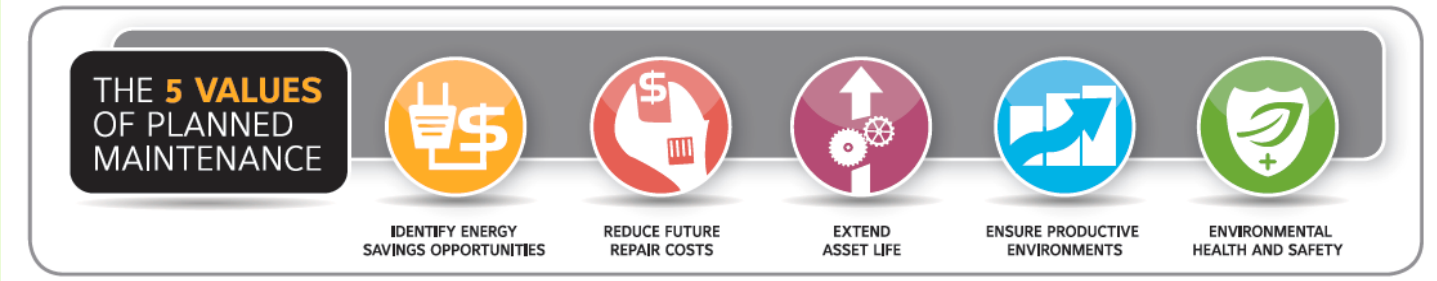
Our ability to forecast various cost, labor and material aspects accurately will also benefit the Equalis Group/Region 10 ESC member by eliminating wasted labor hours, minimizing material and labor costs, and streamlining implementation. An essential aspect of this is determining, correctly and precisely, the amount of specific labor type, man-hours and skill sets required to complete a task within a period of time. Because so many tasks are dependent upon the completion of a previous task, we use a detailed and accurate manpower loading system to ensure a timely installation. We have tremendous experience in forecasting projects of all sizes and scopes and have developed large databases that will assist the project manager in all facets of construction forecasting and planning.

		Coordinating Effectively with the Member's Daily Operations We understand that minimizing disruptions is a priority. The project manager and our development engineers will coordinate the schedules with the member's staff to limit any disruptions, scheduling deliveries and installation times after hours or other low occupancy times. The member may also have other capital or renovation projects taking place during the construction phase, possibly affecting the scope of this effort. It is common for these projects to be integrated with the performance contract scope. The project manager can work with the member to outline a strategy to further coordinate schedules and streamline project management. **Delivering Equipment On Time** Ensuring equipment is delivered on time is critical to meet the member's schedule and ensure the guaranteed savings begin on time. Because we hold the risk for the guarantee, Johnson Controls has developed a process for purchasing, delivering and managing equipment. This process includes establishing responsibilities to assure adequate review, approval, timely delivery and proper storage of submittal materials. We are a world-renowned innovator in new methods of inventory and materials management, and offer unique benefits. With billions of dollars of product manufactured annually, Johnson Controls is viewed as one of the highest quality suppliers of products and on-time delivery services. And as the largest ESCO, we have the strongest buying power in the industry, providing the member with very competitive prices. In all instances, a log of all submittals and a complete set of files for the submittals will be maintained in the project files. **Seamlessly Integrating Subcontractors** Effectively working with subcontractors and suppliers will be critical to meet the schedule and make sure equipment is delivered and installed on time, and we bring a proven process that seamlessly integrates local contractors into our team so the Equalis Group/Region 10 ESC member has a single point of contact throughout the entire project. We are directly responsible for all work our subcontractors perform. As such, selecting the right firm is key. We will work with the member to partner with the member's preferred contractors who bring experience in their buildings, other local firms to help grow the local economy and diverse firms to help meet specific participation goals. **Proactively Identifying and Resolving Problems** The project manager is also an expert in delivering quality construction projects. In implementing thousands of similar projects, we have developed and perfected the tools and processes necessary to identify and resolve issues or concerns before they escalate into major problems that threaten the schedule. To control work scope, costs and schedules, our Cost and Schedule Management System creates a feedback and control mechanism. We place an emphasis on developing a detailed scope, schedule, budget and technical performance plan. Where performance and plan deviate, we highlight and analyze variances for appropriate management action. We also have subject matter experts in a variety of fields who can be brought on as needed. These time-tested procedures and methodologies, codified in our Construction Management Handbook, will make the entire project seamless to the Equalis Group/Region 10 ESC member. **Commissioning Equipment to Ensure Successful Completion** Commissioning provides a defined process for lowering energy costs, reducing O&M costs, ensuring functionality and reducing life cycle costs, resulting in higher reliability. Our commissioning approach extends through all phases of the project, from concepts developed during the initial proposal to post-construction operation, with checks at each stage to ensure that proper procedures have been followed. This allows us to effectively verify and document the performance of all building systems. Commissioning also ties into the training of building operators and facility maintenance personnel so they can continue to operate the building systems as they are intended.
	Describe your company's implementation and training plan for new	Training our BSNA Account Executives on this HVAC and Facility Systems, Automation, Installation, Service and related Products and Services agreement within **the first 60 days** is a top priority!

	customers, including a general timeline for implementation services.	We will launch a series of webinars and training sessions with the support of Equalis Group/Region 10 ESC. All training will be recorded and posted on our Equalis Group Cooperative intranet site. We will work with both our BSNA Vertical Market Directors as well as our Area Sales Managers and General Managers to ensure we train all BSNA Account Executives. The training will focus on: • How the Cooperative contract works • Whom can be a member • How to get the customer to join the Equalis Group Cooperative • How Region 10 ESC and Equalis Group work together • What the benefits of using this contract are to JCI and the Equalis Group member • How and when to present this contract to the JCI customer • How to gain the approval of the members procurement and legal departments Partnering with Equalis Group/Region 10 ESC will ensure that our teams become comfortable working together and will help the JCI Account Executive team present and incorporate this Equalis Group/Region 10 ESC agreement into their sales cycle with their public sector members. We will also leverage the Equalis Group/Region 10 ESC team to assist us with targeting the states and vertical markets where this contract can be utilized successfully. Within the first 120 days, during our JCI lunch and learn we will train the entire BSNA Operations and Engineering team both on the contract specifics and the pricing requirements. Mary Beth Alexander on the JCI Cooperative Contracts team will be responsible for training the Johnson Controls BSNA team on this contract and will ensure the Account Executives can competently and consistently present the contract to public agency customers and answer any questions they might have concerning it. Additionally, we will request that all branch sales team members and HVAC equipment agents attend Equalis Group/Region 10 ESC-led training sessions so they may learn directly for Equalis Group/Region 10 ESC experts as it pertains to properly and effectively position the strength of the Equalis Group/Region 10 ESC contract and the extensive benefits that come from being a member. Furthermore, these efforts will involve the creation of printed collaterals, websites, Email campaigns, and a presence in local and regional trade shows in conjunction with Equalis Group/Region 10 ESC. Furthermore, Johnson Controls has had tremendous success with our previous and current Equalis Group/Region 10 ESC awarded contracts. We continue to have many repeat customers using the current Equalis Group/region 10 ESC agreements and have worked to expand the program by training our internal teams on how the Equalis Group/Region 10 ESC contract meets the Equalis Group/Region 10 ESC member's RFP requirements. We would like to continue building upon our past successes working with the Equalis Group/Region 10 ESC team, while also making improvements based on our learned experiences. We understand our sales staff will be responsible for most of the marketing responsibilities for this contract, and we are well-positioned to continue working together with Equalis Group/Region 10 ESC to support your members and their projects.
	Outline scalability measures including management processes for large-scale or multi-site implementations.	Johnson Controls employs several scalability measures and management processes to ensure effective large-scale or multi-site implementations of its solutions. These measures are designed to address operational complexity, maintain consistency, and support customer success across diverse locations or high-demand environments. Below is an outline of Johnson Controls' key scalability measures and management processes: **Centralized Project Management** • Global Program Management Office (PMO): JCI utilizes a centralized PMO to oversee large-scale implementations, ensuring alignment with customer goals and timelines.

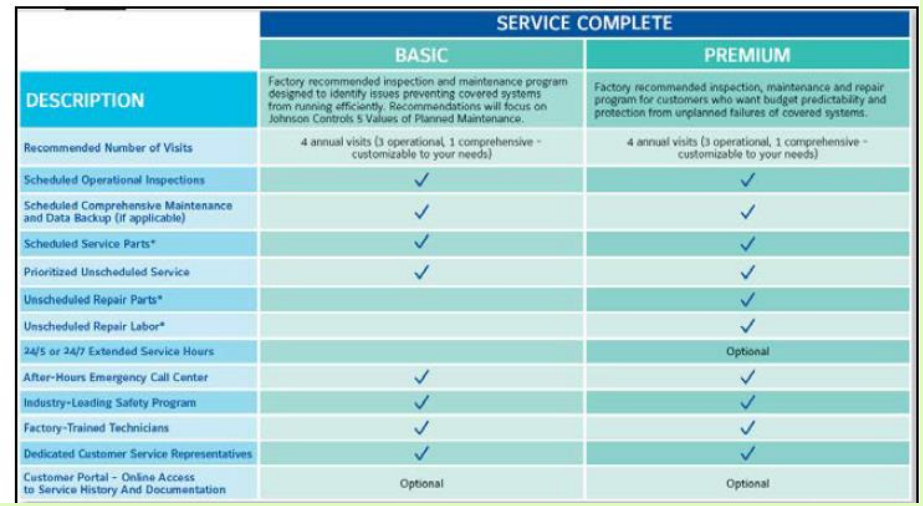
		• Standardized Processes: Project management follows established frameworks (e.g., PMI methodology) to ensure consistency and efficiency across all sites. **Modular and Scalable Solutions** • Flexible System Design: JCI solutions, such as building automation systems (e.g., Metasys), are modular, allowing easy scalability to meet the needs of multi-site operations or expanding facilities. • Integration Capabilities: Solutions are designed to integrate seamlessly with existing systems (e.g., HVAC, security, energy management), enabling scalability without disrupting operations. **Regional and Global Support Networks** • Local Expertise: Johnson Controls has a robust network of regional offices and certified partners, providing localized expertise for implementation and ongoing support. • Global Coordination: Regional teams work in conjunction with Johnson Controls' global resources to ensure alignment across locations, particularly for multi-site deployments. **Standardized Deployment Framework** • Repeatable Deployment Processes: Johnson Controls employs standardized workflows and templates, ensuring consistent installation and commissioning across multiple sites. • Pre-configured Solutions: Many systems are pre-configured for quick deployment, reducing downtime and simplifying scalability. **Data-Driven Scalability** • IoT and Analytics: Johnson Controls leverages IoT-enabled devices and advanced analytics platforms (e.g., OpenBlue) to monitor, predict, and optimize system performance across large networks. • Cloud-Based Solutions: Cloud-based platforms enable centralized monitoring and control of multi-site implementations, ensuring scalability and operational efficiency. **Comprehensive Training and Change Management** • Customer Training Programs: Johnson Controls provides tailored training sessions to ensure staff at all locations understand and can operate the systems effectively. • Change Management Support: Experienced teams guide organizations through transitions, minimizing disruptions during large-scale implementations. **Service and Maintenance Scalability** • Custom Maintenance Plans: Johnson Controls offers scalable service agreements tailored to multi-site or large-scale environments, ensuring consistent system performance. • Remote Monitoring and Diagnostics: Advanced remote capabilities allow Johnson Controls to proactively address issues across multiple sites without the need for on-site visits. **Compliance and Risk Management** • Regulatory Adherence: Johnson Controls ensures all systems meet local, regional, and global compliance standards, reducing legal and operational risks. • Cybersecurity Measures: Scalable cybersecurity protocols are embedded in Johnson Controls systems to protect multi-site implementations from evolving threats. **Sustainability and Energy Optimization** • Energy Management Solutions: Johnson Controls' scalable energy management systems help reduce consumption and optimize efficiency across large portfolios of buildings. • Sustainability Goals Alignment: Solutions are designed to support customers' ESG objectives, regardless of the scale of implementation. **Continuous Improvement and Feedback Loops** • Performance Reviews: Regular evaluations ensure systems are optimized for large-scale operations.

		• Customer Feedback Integration: Johnson Controls incorporates customer feedback to refine processes and systems for future scalability. These measures ensure that Johnson Controls can reliably deliver scalable solutions and manage complex multi-site implementations while maintaining quality, efficiency, and alignment with customer needs.
	Outline what ongoing training and consulting support is available to customers.	By partnering with Johnson Controls, Equalis Group/Region 10 ESC members will have the ability to customize training to meet their needs. Our programs can be comprehensive to increase the self-sufficiency of staff or more focused to develop competencies where needed. We design our training programs in conjunction with our service offerings to protect customer investments while maximizing the efficiency of their operations. Through continuous support and professional development, we align our services with their mission. To create a truly focused learning experience, we carefully customize our training programs to align with the Equalis Group/Region 10 ESC member's goals and objectives. To help determine what training will be required for the member's staff, we will work with each member through a series of brief interviews and simple tests with representatives from maintenance supervisors, maintenance staff, facilities engineering, and quality control. The program steps include the following: • Define current maintenance and operating procedures • Define required maintenance and operating procedures required for new equipment • Review training options with plant engineering and maintenance • Determine and organize training programs, based on need and skill level, for functional groups within the facility (supervisors, maintenance staff, custodial, etc.) • Perform training with each group using a mix of theory, hands-on practice, and maintenance manual application • Record each session for future use by staff • On a regular basis, repeat and redesign new needs and re-establish competency on old ones **Johnson Controls Institute** Professional instructors with industry experience, state-of-the-art equipment, and hands-on lab activities are hallmarks of the Johnson Controls Training Institute experience. The Institute has been widely regarded as one of the best education sources in the building environments industry since its establishment in 1947. Each year, more than 4,000 clients and employees attend courses at our institute. Training is available on-site or at one of our many training centers across the U.S. On-site training features hands-on training specifically on the Equalis Group/Region 10 ESC member's equipment. For a listing of courses, please visit our web site at https://www.johnsoncontrols.com/services-and-support/training-services/training-institute-locations. **Packaged Training Programs** We realize that off-site classroom instruction is not always practical. For that reason, the institute produces several packaged training programs to assist our clients. Convenient and effective in-house training is possible through a variety of instructional videotapes, sound/slide, and computer-based training programs produced by the Institute. The computer-based training programs use the power and flexibility of the computer to deliver an interactive learning experience. Interacting one-on-one with the computer, the student can gain a better working knowledge of HVAC systems, energy management concepts, and facilities management system operation. The student can review each modular lesson after the initial learning experience to refresh skills as needed. **Branch and On-Site Instruction** Because branch training can provide a more convenient and cost-effective alternative to our standard Institute locations, we have converted many of our more popular courses to branch training programs. We can also conduct select courses using remote seminars that allow group training of the client's facilities, systems, and equipment. On-staff Johnson Controls Institute instructors teach the remote seminars at client sites, our offices, or another convenient location depending on the needs of the client group. We use portable equipment simulators that enable employees to practice without jeopardizing building operations.

		Another option for on-site instruction is on-the-job training, which allows our engineers, technicians, and mechanics to provide instruction at the Equalis Group/Region 10 ESC member's facilities. This training is excellent for practical and productive learning. Materials include course handbooks, on-site laboratory sessions, and examinations. Typical topics include energy management, HVAC systems maintenance, and facility management system operation. Finally, phone support and technical assistance are always available over the phone or during our normal client service visits.
Maintenance services and staff qualifications	*Outline your preventative maintenance program for the offered products and services.*	Johnson Controls owns and operates over 160 service centers across the United States staffed by skilled service technicians, project development specialists, sales engineers, application engineers, installation teams, project/construction managers, and local branch leadership who are empowered to make decisions to quickly resolve any issues and ensure customer satisfaction. **Types:** • Preventive maintenance agreements (basic and premium coverage options) for HVAC equipment, controls, security & fire equipment • Repair services for HVAC, security, fire, technology and building automation systems • 24/7 emergency service • Predictive and diagnostic such as Vibration Analysis, Oil Analysis, Refrigerant Analysis • Replacement parts • Design and construction services • Refrigerant compliance reporting • Connected services such as our Chiller MD • Remote Operations Center (ROC) Johnson Controls services for equipment and controls are aligned to the 5 values of planned maintenance. No two facilities have the same service needs. A customized service plan, with a combination of reactive, planned, and predictive maintenance strategies, maximizes our customers' return on their asset investments and minimizes their risks. Our local service centers develop customized service scopes of work built around the exact building performance requirements and business needs of our customers. The objective is to provide the level of assistance/support required to keep their HVAC equipment and controls efficiently performing at peak levels.  Johnson Controls offers two standard types of preventive maintenance agreements for our customers: basic and premium coverage. The primary difference is that premium coverage includes parts and labor for unscheduled repairs. Typically, our preventive maintenance plans consist of a combination of the following services: • Routine, time-based maintenance tasks specific to each type of equipment, average runtime,

criticality, OEM's recommended maintenance procedures and required performance.

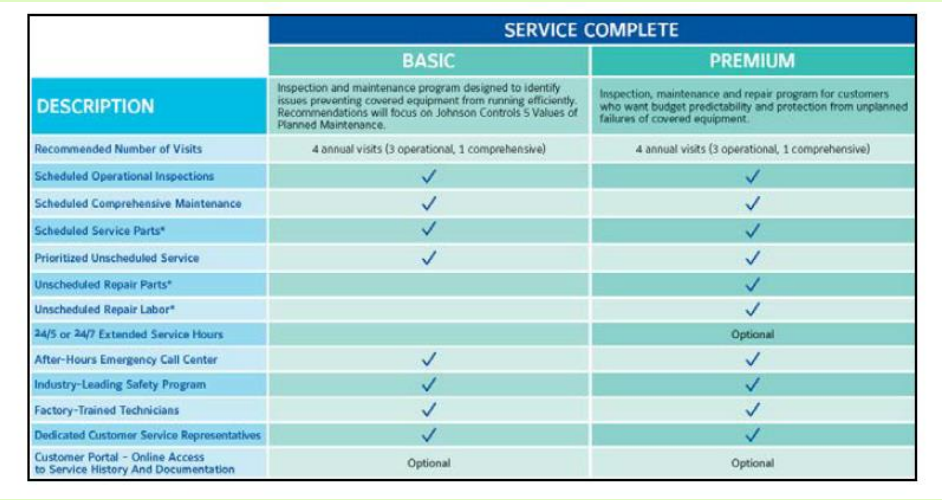
- Predictive and routine diagnostic tasks to identify potential issues operating issues/conditions that may disrupt the performance of the equipment causing unnecessary downtime and negatively impacting the customer's business operations.
- Remote monitoring of alarms
- Special 24/7 emergency service



	SERVICE COMPLETE	
	BASIC	PREMIUM
DESCRIPTION	Factory recommended inspection and maintenance program designed to identify issues preventing covered systems from running efficiently. Recommendations will focus on Johnson Controls 5 Values of Planned Maintenance.	Factory recommended inspection, maintenance and repair program for customers who want budget predictability and protection from unplanned failures of covered systems.
Recommended Number of Visits	4 annual visits (3 operational, 1 comprehensive - customizable to your needs)	4 annual visits (3 operational, 1 comprehensive - customizable to your needs)
Scheduled Operational Inspections	✓	✓
Scheduled Comprehensive Maintenance and Data Backup (if applicable)	✓	✓
Scheduled Service Parts*	✓	✓
Prioritized Unscheduled Service	✓	✓
Unscheduled Repair Parts*		✓
Unscheduled Repair Labor*		✓
24/5 or 24/7 Extended Service Hours		Optional
After-Hours Emergency Call Center	✓	✓
Industry-Leading Safety Program	✓	✓
Factory-Trained Technicians	✓	✓
Dedicated Customer Service Representatives	✓	✓
Customer Portal – Online Access to Service History And Documentation	Optional	Optional

The graphic above offers an example of some of the options available for a controls service agreement. We typically customize plans to the individual needs of each customer. For example, our technicians can spend 4 hours a week with a customer's staff to train operators and review the controls' system performance and alarms.

An example of some options available for mechanical equipment preventive maintenance has been provided below. Again, this is just a starting point and easily customizable to the needs of the individual customers.

		 We have similar scopes of work for all the HVAC equipment, fire, security, and controls equipment that we service. These standard scopes of work are embedded into our Computerized Service Software System.
	Identify certifications and qualifications required by technical and maintenance staff.	When selecting a company to provide HVAC products and services for your members, you want to choose a proven industry leader who is responsible, experienced, and has employees with the expertise and knowledge to work efficiently and help you make the best choices for your facilities. Our team of North American resources have obtained and maintain all appropriate licenses and certifications within all jurisdictions necessary to effectively carry out all responsibilities associated with an HVAC and Facility Systems, Automation, Installation, Service and Related Products and Services project. Similarly, Johnson Controls is legally qualified and holds the appropriate contractor licenses and registrations to do business in all 50 states within the United States. Furthermore, we maintain an extensive network of appropriately licensed and registered subcontractors that continue to partner with us on a consistent basis to ensure timely project deployment at the highest quality level. With Johnson Controls, each Equalis Group/Region 10 ESC member will get the commitment of a local team of experts plus the regional and national experience and resources of a seasoned team of HVAC-focused professionals. All projects and equipment will be designed and installed according to all relevant codes, standards and industry best practices including adopted international codes, national, state, and other local codes. Furthermore, we will also use such recognized authorities as ICC (International Code Council) and ASHRAE (American Society of Heating, Refrigerating, and Air Conditioning Engineers) These standards include ASHRAE 55-2004 (Thermal Environmental Conditions for Human Occupancy) with addendum 55a-2004, ASHRAE 62-2001 (Ventilation for Acceptable Indoor Air Quality). Our dedicated full-time project managers bring expertise in local codes and regulations because they are based in the area and undergo regular training to bring you the latest industry practices. And because they are all in-house employees, we provide you with single source accountability and greater assurance that the project will be delivered successfully. Additionally, our team members hold licenses, certifications, and accreditations by various professional organizations. Professional certification or accreditation indicates a certain proven amount of knowledge and experience in a particular subject area. To earn many of these credentials (e.g., LEED Accredited Professional), applicants are required to have experience in the field as well as pass a comprehensive examination administered by a third party. By regularly maintaining their certifications, our employees ensure they continue their education and keep pace with industry trends and standards.

The list below identifies just a few of the professional certifications held by Johnson Controls team members, relevant to HVAC, energy efficiency, infrastructure as a service (IaaS), buildings as a service (BaaS) and public private partnership (P3) projects led by our Sustainable Infrastructure team. Beyond the dedicated resources for a project, our team can seek additional support from a variety of certified professionals at the regional and national level, as represented here.

LEED Accredited Professional (LEED AP):	716
LEED-Green Associate (LEED GA):	76
Licensed Professional Engineer (PE):	87
Certified Lighting Controls Professional (CLCP):	8
Lighting Certified (LC):	8
Project Management Professional (PMP):	20
WELL AP:	1
Certified Building Commissioning Professional (CBCP);	7
Certified Building Commissioning Professional International (CBCPI):	3
Certified Building Energy Simulation Analyst (BESA):	1
Certified Business Energy Professional (BEP):	7
Certified Demand-Side Management Professional (CDSM):	12
Certified Energy Auditor (CEA):	13
Certified Energy Auditor International (CEAI):	10
Certified Energy Auditor In Training International (CEAITI):	1
Certified Energy Manager (CEM):	114
Certified Energy Manager International (CEMI):	65
Certified Energy Procurement Professional (CEP):	1
Certified Grant Manager:	1
Certified Green Building Engineer (GBE):	4
Certified Indoor Air Quality Professional (CIAQP):	1
Certified Lighting Efficiency Professional (CLEP):	4
Certified Measurement and Verification Professional (CMVP):	41
Certified Measurement and Verification Professional International (CMVPI):	30
Certified Measurement and Verification Professional In Training International (CMVPITI):	4
Certified Sustainable Development Professional (CSDP):	2
Certified Water Efficiency Professional (CWEPI):	2
Distributed Generation Certified Professional (DGCP):	3
Energy Manager in Training (EMIT):	3
Energy Manager in Training International (EMITI):	12
Existing Building Commissioning Professional (EBCP):	2
Renewable Energy Professional (REP):	2

		Johnson Controls also employs subcontractors for design and installation services. Each of our subcontractors is thoroughly vetted and holds the appropriate licenses for their respective jurisdictions. **Industry Leader as an ESCO** The National Association of Energy Service Companies (NAESCO) has continuously recognized Johnson Controls as an accredited ESCO since 1997. Additionally, NAESCO designated us as an Accredited Energy Service Provider (ESP) in 2003 (the first year ESP accreditation was available). We are one of only 14 companies in North America to receive this designation. We also received NAESCO's First Industry Award proving that our solutions can translate to real impact in the communities we serve. As a company, we have ambitious Environmental, Social and Governance goals. Johnson Controls was recently ranked as a Leader and 2nd among 11 ESCOs highlighted in the Guidehouse Insights Leaderboard report. Guidehouse Insights is a premier market intelligence and advisory firm covering global energy transformation with a focus on emerging resilient infrastructure systems. With our Leader raking in the report, Guidehouse highlights distinctions compared with other ESCOs, noting Johnson Controls' demonstrated innovation in technology and financing options both within and outside of ESPC structures, expanding the scope of energy efficiency solutions by addressing growing customer interest in areas such as comprehensive energy management, infrastructure upgrades, sustainability, decarbonization, and energy resilience. A link to our ranking can be found using the following link: https://guidehouseinsights.com/reports/Guidehouse-Insights-Leaderboard-Energy-Service-Companies Quoting from the report, Guidehouse described our ESPC position as follows: "Over the past five years, Johnson Controls has made significant strides, which has helped it secure the number two spot in the 2023 Guidehouse Insights Leaderboard. It has exceled in its go-to-market strategy for decarbonization and sustainability projects."
Integration with other platforms	*Outline any integration capabilities the proposed solutions have with other building systems.*	Johnson Controls HVAC and building automation systems are designed with robust integration capabilities to ensure seamless operation and interoperability with other building systems. These integrations enable comprehensive building management, improved energy efficiency, and enhanced occupant comfort. Below are the key integration capabilities: **Open Protocol Support** Johnson Controls systems support widely used open protocols, which allow easy integration with third-party systems: • BACnet: Facilitates communication between building automation systems and HVAC equipment from different manufacturers. • LonWorks: Enables integration with other automation devices and systems. • Modbus: Commonly used for connecting HVAC systems to power monitoring and industrial equipment. • KNX: Supports integration with lighting, shading, and other building control systems. **Unified Building Management Platforms** Johnson Controls offers platforms such as Metasys and OpenBlue, which provide centralized control and monitoring of multiple building systems: • Metasys: Integrates HVAC, lighting, security, fire safety, and energy management systems into one unified interface. • OpenBlue: A suite of connected solutions that leverages IoT, AI, and cloud-based technologies for integration across HVAC, energy, health monitoring, and more. **IoT and Cloud-Based Integration** • Johnson Controls systems can integrate with IoT devices and cloud platforms, enabling advanced analytics and remote management. • OpenBlue solutions offer real-time data sharing and interoperability with smart building systems, including occupancy tracking, air quality monitoring, and energy optimization tools.

		Energy Management and Utilities • Integration with energy monitoring systems to optimize energy use and reduce costs. • Support for renewable energy systems, demand response programs, and utility interfaces. **Security & Fire Systems Integration** Johnson Controls systems can integrate with: • Access control and security systems for unified building management. • Fire detection and suppression systems to ensure coordinated responses in emergencies. **Lighting and Shading Systems** • Integration with lighting controls to optimize energy usage and improve occupant comfort. • Connection with shading systems for automated responses to daylight and heat gain. **Third-Party System Compatibility** • Johnson Controls systems are designed to work with a wide range of third-party solutions, ensuring flexibility in system design and upgrades. • APIs and middleware tools are provided to facilitate custom integrations. **Smart Building Ecosystems** • OpenBlue solutions enable integration with smart building ecosystems, including smart sensors, predictive maintenance platforms, and advanced analytics tools. **Integration via APIs and SDKs** • Johnson Controls provides APIs and software development kits (SDKs) for developers to integrate their systems with custom applications or platforms. **Industry-Specific Solutions** • Specialized integrations for healthcare, data centers, hospitality, and other industries to meet unique operational requirements. These integration capabilities ensure that Johnson Controls systems can work seamlessly with other building systems, delivering a connected, efficient, and intelligent building environment.
	Describe how you ensure interoperability between different system manufacturers.	Johnson Controls ensures interoperability between different system manufacturers through several strategies and practices that prioritize open communication, standardization, and integration capabilities. Here are the key approaches: **Open Protocols and Standards** • Johnson Controls designs its products and solutions to support widely-used open communication protocols such as BACnet, LonWorks, Modbus, and KNX. • These protocols enable seamless integration with third-party systems from other manufacturers, ensuring compatibility and interoperability. **Metasys Building Automation System** • The Metasys platform, one of Johnson Controls' flagship solutions, is built to integrate systems from multiple vendors. Metasys consolidates data from HVAC, lighting, security, and other building systems, providing centralized control and monitoring. • Through open protocols and APIs, Metasys enables interoperability across diverse systems. **Unified Control Through OpenBlue Platform** • OpenBlue is Johnson Controls' connected platform for smart, sustainable buildings. It supports integration with systems from other manufacturers through IoT connectivity, APIs, and cloud-based services.

		• OpenBlue enhances interoperability by enabling data exchange across different devices and systems, regardless of the manufacturer. **Compliance with Industry Standards** • Johnson Controls adheres to industry standards for building systems integration, ensuring compatibility with third-party products. This includes compliance with standards set by organizations like ASHRAE and ISO. • Products and systems are designed to meet interoperability requirements in diverse markets. **Collaborative Partnerships** • Johnson Controls actively collaborates with other manufacturers and technology vendors to ensure smooth integration between systems. • Strategic partnerships with software providers and device manufacturers promote cross-compatibility. **Custom Integration Solutions** • Johnson Controls offers tailored solutions for specific customer needs, integrating legacy systems or third-party products through custom programming, adapters, or middleware. • This approach ensures interoperability even in complex environments. **Extensive Testing and Certification** • Johnson Controls rigorously tests its products for compatibility with third-party systems and certifies them for interoperability. • This guarantees reliable operation when integrated with other systems. By leveraging open protocols, cutting-edge platforms like OpenBlue, and strong adherence to industry standards, Johnson Controls ensures smooth interoperability across diverse systems and manufacturers, allowing customers to maximize efficiency and flexibility in building management.
Quality control and compliance	*Identify relative quality control processes in place to ensure successful project completion.*	Quality control is an important aspect of all projects we implement. Improperly installed equipment can lead to occupant comfort issues, underachieved savings, and undue wear on equipment, costing more time and money to go back and fix the issue. It is also important that the Equalis Group/Region 10 ESC member knows the work is installed properly and that they are getting what they are paying for. We tailor our standard quality plan for every project. The plan's procedures are based on guidelines published by the Professional Engineers in Private Practice section of the National Society of Professional Engineers. Our plan ensures 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. 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. **Responsibilities & Authority** Each project's implementation leader holds ultimate responsibility for the proper administration of the quality plan. They, along with the group implementation leads (as detailed in the organizational chart) will have the following responsibilities with respect to quality control: • Implement quality-related policies and procedures. • Review and approve project submittals for compliance to contract requirements. • Implement and manage the Phased Inspection Process (described later in this section) including in-process inspections, testing and corrective actions, and project completion. • Maintain the project record system that includes records for submittals, purchasing, dated quality reports, logs, inspection reports, testing documentation, noncompliance reports, corrective action data, punch lists, customer acceptance of work, final as-builts, and certifications.

- Inspect equipment to be installed and reject equipment if found to be noncompliant with specifications or damaged during transportation.
- Mentor subcontractors in the use and adherence to the quality plan.
- Ensure that all installation teams are working within our agreed upon installation procedures and within the access guidelines.
- Verify that each installer has passed a drug screen and a background check.
- Confirm that all work is following OSHA safety standards, contract requirements, code requirements, construction industry standards and 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 any installation issues and determine if corrective actions or additional training is needed.
- Conduct and administer the inspection, testing, and corrective action process.
- Coordinate inspections by local government agencies and other authorities having jurisdiction.
- Ensure that personnel performing inspections are qualified and/or possess the required certifications.
- Investigate and resolve warranty problems and indicate the action taken on warranty reports.

The group implementation leads have full authority to stop work on any or all items of work being performed that are not in compliance with the contract documents or that are considered poor workmanship.

Quality Plan Overview

The activities listed in our quality plan entail extensive procedures and documentation; for the sake of brevity, the following section is intended to provide a synopsis of our process.

Procurement

The quality plan includes the submittal process: receiving, reviewing, approving, and forwarding submittals for the Equalis Group/Region 10 ESC member's approval and acknowledgment. It also includes records management and retention of all quality submittals as required by the contract documents.

Your members may request submittals in addition to those specified in the contract when deemed necessary to adequately describe the work. Each submittal will be complete and in sufficient detail to easily establish compliance with contract requirements. Any proposals for alternates to the contract requirements will be clearly identified. Prior to submittal, documents will be approved by implementation leader or the group implementation leads.

The quality plan requires that our team adhere to the process for purchasing materials, equipment, subcontracting, and processing of shop drawings. It includes the assignment of responsibilities to assure adequate review, approval, timely delivery and proper storage of submittal materials. A log of all submittals will be maintained and a complete set of files shall be maintained for all project submittals in the project files. At a minimum, submittal records will contain:

- A copy of the submittal as received from the subcontractor/supplier/action group.
- A copy of the submittal as sent to the Equalis Group/Region 10 ESC member.
- A copy of the submittal as received from the member
- A copy of the submittal returned to the subcontractor or applicable action group.

Installation

Preparatory Phase

The Preparatory Phase occurs after plans, documents, and materials have been approved, but before any work is started for each definable feature of construction. We will hold meetings that include:

- A review of submittal requirements and all other contract requirements with the supervisors directly responsible for the performance of the work.

- Confirmation that inspection points have been identified and arrangements have been made to execute required field quality control and testing, as required.
- Examination of the site to confirm that all preliminary work has been completed.
- Constructability review of the design for the applicable feature of work.
- Physical examination of materials and equipment to assure they conform to contract documentation and requirements, and are consistent with shop drawings and approved submittal data.
- Confirmation that the proper outage coordination has been performed and notices sent to appropriate individuals and departments.

We will document any deficiencies found in this phase and work will not commence until all deficiencies have been resolved and re-inspected.

Initial Phase

This phase entails inspecting areas in which a crew has been assigned but work has not yet started (or any time we decide work quality does not meet our standards). The results of these inspections are documented as well. The goal is to ensure those who will perform the work understand:

- The task at hand.
- Whether approved materials and equipment are on-site.
- Contract requirements, including building code requirements and required inspections.
- Specific hold points. (Hold points are required inspections that must be performed prior to the continuance of work. Hold points may be identified during this phase.)

Follow-Up Phase

When a task reaches a hold point, it moves into the Follow-Up Phase. This phase involves specific in-process inspections, testing, daily reports and associated documentation. Our group implementation leads inspect the work to ensure it complies with contract requirements. Work may continue on a system pending inspection provided that the work to be performed does not cover up or alter the work to be inspected.

Work that is noncompliant with the designs, specifications, codes, or regulations shall be noted as unsatisfactory on the inspection report and marked for rework. Upon completion of the rework, it will be re-inspected and documented. Work may continue only after proper approval.

Completion Phase

At this point, we require final inspections to ensure the definable feature of work is complete and meets contract requirements pertaining to form, fit, and function. Noncompliant work regarding designs, specifications, codes, or regulations shall be noted as unsatisfactory and marked for rework. Upon completion of the rework, it will re-inspected and documented until it meets with approval.

Nonconformance Reporting

Nonconforming conditions are defined as features of work that have been installed and inspected and do not conform to the drawings, specifications, or other contract documents. While the group implementation leads have ultimate responsibility, we expect every Johnson Controls employee or subcontractor to report nonconforming materials, installations, or work processes. When a condition is found to be nonconforming, the following process will occur:

- The group implementation lead will be notified and will investigate.
- If deemed noncompliant, it will be documented.
- The group implementation lead will assign a date for the deficiency to be resolved.
- The party responsible for resolution will promptly investigate the deficiency, identify the required corrective action, and receive action approval from the group implementation lead.
- The party responsible will complete and document the corrective action.

		• The group implementation lead conducts follow up inspections, verification, and documentation. **Testing and Commissioning** For the testing, commissioning and start-up of each system — in line with Johnson Controls' Project Commissioning Plan — we will provide the services of competent and qualified technicians who will validate and certify the systems in accordance with contract requirements. The technicians will perform thorough component and operational testing of all new and reconfigured systems, to include: • Required data input and system startup. • Monitoring functionality through the entire sequence and verification of proper operation, including hardware and software. • Calibration of equipment, adjustments, and verification of data communications before the system is placed online. • Check of each control point within the network. • Verification of operation of all systems in specified failure modes upon network failure or loss of power, and verification that all systems return to control automatically upon resumption of network operation or return of power. **System Turnover and Final Acceptance** Upon completion of the installation, testing and commissioning of the applicable system, a system acceptance inspection will be performed. The Equalis Group/Region 10 ESC member will receive written notification of the inspection five days prior to the planned date. Johnson Controls will inspect the installed system(s) as required in the presence of a member representative. We will document the results and Equalis Group/Region 10 ESC member acceptance with the representative's signature. This signature indicates that the customer has accepted custody of the system and that all warranties for the system shall commence on the date of acceptance.
	Identify measures taken to stay current with local building codes/regulations as well as energy codes.	Johnson Controls uses a variety of mechanisms to remain informed about ongoing regulatory changes in the industries and regions in which we compete. These include internal regulatory affairs experts, legislative reporting services, external consultants, and engagement with industry associations and coalitions. We engage at all levels of government to remain informed about legislation, buildings codes, and industry standards. Johnson Controls maintains leadership roles with key industry and trade associations influencing regulations. This is a mechanism for us to stay apprised of key issues and developments impacting our products and ultimately our customers. We proactively manage it by having internal experts and outside consultants and mechanisms in place to advocate for our positions and drive regulatory change. We develop product and technology roadmaps to ensure that our offerings meet the changing regulatory environment and our customers' needs. All projects and equipment will be designed and installed according to all relevant codes, standards and industry best practices including adopted international codes, national, state, and other local codes. Furthermore, we will also use such recognized authorities as ICC (International Code Council) and ASHRAE (American Society of Heating, Refrigerating, and Air Conditioning Engineers) These standards include ASHRAE 55-2004 (Thermal Environmental Conditions for Human Occupancy) with addendum 55a-2004, ASHRAE 62-2001 (Ventilation for Acceptable Indoor Air Quality). Our dedicated full-time project managers bring expertise in local codes and regulations because they are based in the area, and undergo regular training to bring you the latest industry practices. And because they are all in-house employees, we provide you with single source accountability and greater assurance that the project will be delivered successfully.

	Outline all applicable product certifications currently held.	Johnson Controls holds a wide range of product certifications across its portfolio to ensure compliance with industry standards, regulations, and customer requirements. While the specific certifications can vary depending on the product category, the following list outlines key certifications applicable to Johnson Controls products: **Global Product Certifications** **ISO Certifications** ○ ISO 9001: Quality Management Systems. ○ ISO 14001: Environmental Management Systems. ○ ISO 45001: Occupational Health and Safety Management Systems. **UL (Underwriters Laboratories) Certification** ○ UL standards for fire safety, electrical components, HVAC systems, and building automation products. **CE Marking** ○ Compliance with European Union safety, health, and environmental requirements for various products. **ASHRAE Standards** ○ Certifications for HVAC systems adhering to energy efficiency and building standards. **AHRI Certification** ○ Certification from the Air-Conditioning, Heating, and Refrigeration Institute for HVAC performance. **CSA Certification** ○ Compliance with Canadian Standards Association (CSA) standards for safety and performance. **FCC Compliance** ○ Certification for products with radio frequency or wireless communication functionality. **RoHS (Restriction of Hazardous Substances) Compliance** ○ Ensures products meet EU standards for reducing hazardous materials. **REACH (Registration, Evaluation, Authorization, and Restriction of Chemicals) Compliance** ○ Certification for chemical safety in products sold in the EU. **Building Automation & Controls Certifications** **BACnet Testing and Certification** ○ BACnet International certification for building automation and controls. **BTL (BACnet Testing Laboratories) Certification** ○ Ensures compliance with BACnet interoperability standards for building automation systems. **LonMark Certification** ○ Certification for products using the LonWorks communication protocol. **Fire and Security Certifications** **NFPA (National Fire Protection Association) Compliance** ○ Adherence to fire safety standards for suppression systems, alarms, and detectors. **EN54 Certification** ○ European standard for fire detection and alarm systems. **FM (Factory Mutual) Approval** ○ Certification for fire protection and risk prevention systems. **Energy Efficiency & Sustainability Certifications** **ENERGY STAR Certification** ○ Energy-efficient products certified by the U.S. Environmental Protection Agency. **LEED Contributions** ○ Johnson Controls products contribute to LEED (Leadership in Energy and Environmental Design) certification for buildings.

		Green Building Certifications ○ Products supporting certifications for sustainable building standards. **Refrigerants and Environmental Standards** **Eurovent Certification** ○ Certification for energy efficiency and performance in HVAC systems. **Low GWP (Global Warming Potential) Refrigerant Compliance** ○ Products using environmentally responsible refrigerants. **Regional & Industry-Specific Certifications** **IEC Standards** ○ Compliance with International Electrotechnical Commission standards. **ETL Certification** ○ Electrical Testing Laboratories certification for products. **SII Certification** ○ Standards Institution of Israel certifications for specific products. **Meets DOE Standards** ○ Compliance with U.S. Department of Energy efficiency standards. **Additional Certifications (Dependent on Product Lines)** **Cybersecurity Certifications** ○ Products certified for cybersecurity standards such as IEC 62443. **Health and Safety Certifications** ○ Certifications in compliance with OSHA and other regional safety standards. **Manufacturer-Specific Certifications** ○ Industry-specific certifications for products such as chillers, boilers, and fire suppression systems.
	Describe initiatives in place to assist clients with achieving sustainability commitments or other green building standards through the offered products and services.	**Johnson Controls Provision of Green Solutions for Customers** We are a sustainability company. Our commitment extends beyond the walls of our company, to the knowledge and expertise we can bring to our clients. To date, we have been involved in more than 500 renewable energy projects including biomass, solar, and geothermal technologies. Our solutions have reduced carbon dioxide emissions by 17.4 million metric tons and generated savings of $7.5 billion since 2000. Our renewable technologies customers include K-12 school districts, higher education customers, local governments, state government departments, and federal government agencies. For example, in 2015, we helped Stanford University cut its water use by 15 percent and save $420 million in operational costs thanks to a new central energy facility (CEF) developed with help from Johnson Controls. The new plant helps Stanford make substantial progress to meet California's statewide goal to reduce water use by 25 percent. Over the past decade, Johnson Controls product innovations and solutions have reduced refrigerant charge in HVAC equipment by nearly 30 percent, while improving efficiency by more than 40 percent. These improvements have a major impact on reducing the greenhouse gas emissions over the lifecycle of our products. Our recently released YORK® YZ magnetic-bearing centrifugal chiller is the most efficient chiller in the world and uses a next generation low-GWP (global warming potential) refrigerant, delivering not only environmental responsibility, but superior performance and lower cost of ownership. We have completed over 52 million square feet of certified green building space for our customers around the world. In China alone, we have helped our customers achieve LEED for 51 locations covering 25 million square feet and China's Star Green building certification for eight locations covering 5 million square feet. Our YORK® High-Efficiency heating and cooling systems dynamically adjust capacity and airflow, instead of simply turning on or off, air circulates more precisely and quietly, reducing energy costs as much as 50 percent. YORK® Affinity™ Variable Capacity Residential Systems are Wi-Fi enabled, empowering users to monitor their home comfort system via the internet. Charge Assurance™ monitoring streamlines installation and simplifies service.

		We also help customers achieve energy savings through the implementation of Energy Performance Contracting. Through these projects we deploy equipment upgrades and management services to deliver guaranteed energy savings and achieve GHG reductions. Since January 2000 these projects have resulted in a reduction of more than 26.2 million metric tons CO2e. Our Distributed Energy Storage (DES) systems are a core business for Johnson Controls. We have 100+ years of experience delivering batteries that meet our customers' evolving needs. The Stationary Energy Storage team helps customers realize savings through energy storage and peak shaving. They engineer, develop, manufacture, and sell stationary energy storage solutions that use smart technology to reduce energy costs by decreasing electric demand charges. Johnson Controls provides the most efficient and reliable energy storage system for enabling grid optimization and renewable energy integration. The strength of our offering comes from the combination of our world-class battery technology, in-depth buildings expertise and intelligent controls to deliver holistic energy storage solutions. Most recently Johnson Controls was named to Fortune Magazine's "Change the World" list alongside Microsoft. We were recognized for collaborating with the University of Hawai'i (UH) Maui College on its project moving toward generating 100 percent renewable energy on site. **Green Initiatives** **Sustainable Energy for All:** We are a co-convener of the Sustainable Energy for All initiative participating in the Building Efficiency, District Energy, Industry Efficiency Accelerators, and Cooling for All initiatives. These initiatives leverage global expertise to accelerate local government implementation of building efficiency policies and programs, addressing challenges of access to cooling and technology development, and further energy efficiency in the industrial sector. We are proud of our sustainability leadership. As an early reporter in sustainability, we continue our commitment to measurement and transparency to improve our sustainability efforts. We have reported sustainability data since 2002 and follow the Comprehensive Global Reporting Initiative Standards. We helped start the Global Battery Alliance with the World Economic Forum to address the challenges of pollution, recycling, and sustainable development in the global battery market. Our current key innovations and initiatives demonstrate acceleration in delivering energy efficiency and decarbonization in buildings. This includes our expertise in the solutions that form the smart building trifecta of energy-efficient equipment, clean electrification and digitalization. Through our work in upgrading building equipment to make it energy efficient, and replacing the use of gas and oil in buildings with electrification and aggregating data, we are creating an entirely new class of green buildings. It's a decarbonized built environment that amplifies energy, emissions and cost savings, and even enables buildings to produce more energy than they use, thereby transforming buildings from cost centers and carbon problems to cash centers and carbon solutions.
	Outline any remote monitoring or diagnostic testing capabilities.	**BUILDING OPTIMIZATION SYSTEMS** **OpenBlue** In our new world we must transform in every way. Johnson Controls is transforming how spaces and places are perceived and enjoyed. Applying data from both inside buildings and beyond, our customers can now manage operations systemically. Introducing the blueprint of the future: **OpenBlue** is a dynamic new space from Johnson Controls. This is how buildings come alive. We are a leader in connected technologies, routinely installing and servicing connected equipment for clients worldwide. We are taking "Smart Buildings" to the next level with our OpenBlue Technology that is a complete suite of connected solutions that deliver impactful sustainability, healthy living experiences, and increased safety and security with our cutting-edge technology. It features an AI-powered solution that includes remote diagnostics, predictive maintenance, compliance monitoring, advanced risk assessments, and more, all focused on enhancing interior environments. OpenBlue is a complete suite of connected solutions that delivers impactful sustainability, new occupant experiences, and respectful safety and security that combines our 135 years of building expertise with cutting-edge technology. It also features a suite of tailored, AI-powered service solutions such as remote diagnostics, predictive maintenance, compliance monitoring, advanced risk assessments, and more.

Building Systems:

- Building Management System
- Access Control System
- Lighting
- HVAC
- Floor plans

Integrated Workplace Management Systems:

- Meeting rooms (size, location, amenities)
- Desk (reservable, status)
- Assets (type and location)
- Other spaces
- Frictionless Access Control
- Facial Recognition
- Skin temperature scanning solution
- Facemask detection
- Thermal imaging, UV sanitizing gates, contact tracing, touchless visitor management

Enterprise IT Systems:

- HR & IT System
- Active Directory
- Microsoft Exchange
- CMMS

Third Party Offerings:

- Sensors
- Space Scheduler
- Mobile Access
- Parking management
- Travel options (bus, train, car)
- Weather, traffic, stock prices

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

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

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

		Remote Operations Center Johnson Controls has the capability to monitor and operate from our Remote Operations Center (ROC), located in Milwaukee, WI. Johnson Controls has used this strategy successfully numerous clients over 25 years. Value to Equalis Group/Region 10 ESC members: ▪ The ROC can supplement the full-time on-site staff and our local technicians. The ROC can supervise your facility's performance and provide immediate response to emergencies. The UL and Factory Mutual certified ISO 14001 compliant central station monitors and manages more than 3,000 sites in North America. ▪ The ROC monitors equipment status, alarm points, critical temperatures, etc. 24 hours-a-day, 7 days-a-week. Using predicative maintenance techniques and algorithms, the ROC receives, records, and responds to emerging equipment conditions – and notifies our local resources accordingly, including dispatching the appropriate personnel to resolve an issue before it becomes a problem. The ROC itself is completely self-sustaining with back-up power systems and redundant monitoring technology. Certifications: ▪ The ROC's dedicated team of CSAA 5 Diamond-Certified building management and monitoring professionals monitor your building's systems 24 hours a day, seven days a week, 365 days a year. It can monitor and/or operate any equipment and critical systems connected to your building automation system, including: ▪ HVAC equipment and Building Automation Controls ▪ Security and fire systems ▪ Lighting, refrigeration and electrical systems (building operations)
	Describe how you address cybersecurity concerns in connected systems.	Cybersecurity is increasingly important to the markets and customers we serve, so we've made significant investments to incorporate cybersecurity elements into our products and will consistently deliver solutions and systems that have appropriate safeguards against cyberattacks intended to cripple critical infrastructure. We also ensure that we follow secure practices across the product lifecycle to address cybersecurity concerns beyond installation. We have a cadre of more than 100 Security Champions (SCs) — engineers dedicated to driving continuous improvement in product security with a particular focus on secure software and firmware development. Through internal and external training, and attendance at national security conferences like AppSec, RSA and Black Hat, our SCs build their knowledge of key product security concepts, accepted industry security best practices, product security standards, and security industry trends. Our SCs review and guide our product security requirements and features. For more than five decades, our master systems integrators have helped customers integrate security technology into complex facilities. Our security maintenance and monitoring services can help protect your people and assets, and lower operating costs. • Experienced: We serve 30% of Fortune 1,000 companies and are responsible for advanced security solutions in over one billion square feet of commercially leased property. • Flexible and Scalable: Our robust security management platform is built on an open, standards-based protocol, enabling countless integrations for future expandability. • Dependable: We're both global and local, so there are hundreds of local offices available to provide the level of customer service you require. • Innovative: Our membership with the Industry Consortium for Advancement of Security on the Internet (ICASI) connects us with other global leaders in the cybersecurity realm. This collaboration allows us to remain on the leading edge of innovating secure networks, designing protections for software, and developing secure cloud infrastructures that keep data safe. • Knowledgeable: Our network of industry cybersecurity advocacy groups, such as our membership with Open Web Application Security Project (OWASP) and Forum of Incident Response and Security Teams (FIRST), enables us to stay ahead of the latest in security threats and be a trusted advisor in our industry.

		Trust Johnson Controls with these security maintenance and monitoring services: • Maintenance for access control, video surveillance, intrusion, and intercom/emergency call systems. • Test and inspection for access control, video surveillance, intrusion, and intercom/emergency call systems. • Security consulting, risk assessment and security surveys. • Remote security monitoring. • Network analysis to determine vulnerability to cyberattacks.
Customer service/problem resolution	*Describe your company's Customer Service Department (hours of operation, how you resolve issues, number of service centers, etc.).*	Our offices are open daily from 8:00 am to 5:00 pm, and we offer 24/7 service to our customers. Our service phones are covered after hours and technicians are available for dispatch 24/7 to address our customers' building issues. Each of our company-owned service branches has a 24/7 local service contact number and a toll-free number. We have both contact methods in place to satisfy all of our customers. The local service organization includes dedicated office personnel who receive and process service requests, manage our planned maintenance plan commitments, secure service parts for service work, and invoice. All of our service personnel are company employees and our service branches are company owned. Johnson Controls takes a proactive response to issue management. There are five key areas that keep our project team focused on resolving issues and meeting our commitments: • A well-conceived master schedule inclusive of all critical milestones. • Establishing the protocols and requirements for ongoing communication and collaboration/reporting throughout the life of the project. • A list of action items (tied back to the master schedule) maintained by the Project Manager throughout the life of the project. • A thorough project analysis that reviews any factors that may influence the project installation planning process or cost. • When an unforeseen issue does occur, the Project Manager addresses the issue immediately. As it pertains to emergency service calls, we have over **7,000 front-line service providers** nationwide in over **160 branch locations** which allows us to provide local decision-making authority and respond to the emergency needs of customers in a timely manner. 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 **Remote Operations Center (ROC)** Today's complex facilities need experienced operators watching over the building, identifying issues, and correcting problems, before they impact occupants or operations. The Johnson Controls owns and operates a Remote Operations Center that provides a dedicated team of certified building management professionals to monitor our customers' building systems: security, fire, HVAC, building automation, lighting, refrigeration, electrical and more. The following remote services are available twenty-four hours a day, seven days a week, and 365 days a year. • Fire & Security Monitoring • Intrusion/burglar alarm monitoring • Critical point monitoring

		• Elevator phone monitoring • Supervised opening/closing • UL Factory Mutual ensures operational standard are maintained by our Remote Operations Center Our depth of knowledge assures correct prioritization and response to alarms when they occur. When an alarm is received, our system automatically assigns the customer's own unique and customizable alarm handling actions for the alarm, resulting in timely response to minimize loss and/or maximize potential for defeat of the threat, compliance with legal requirements for fire systems and insurance carrier requirements, and accurate records of alarm activity for audit needs. Johnson Controls can monitor all types of equipment and systems in your building for critical alarms or other conditions and respond with customer-specific protocols. We can enhance this service with remote troubleshooting and diagnostics to get to the root cause of your problems faster and solve them more quickly. Examples of our systems monitoring capabilities are: • Building automation and controls • HVAC equipment • Lighting • Electrical systems • Refrigeration systems
	Describe how you address emergency service requests outside normal business hours.	We provide 24/7 emergency maintenance and repair services through our branch network. Our offices are open daily from 8:00 am to 5:00 pm, and we offer 24/7 service to our customers. Our service phones are covered after hours and technicians are available for dispatch 24/7 to address our customers' building issues.
Financial condition of vendor	*Demonstrate your financial strength and stability with meaningful data. This could include, but is not limited to, such items as financial statements, SEC filings, credit & bond ratings, letters of credit, and detailed refence letters*	Johnson Controls International plc has a strong balance sheet with significant financial liquidity. As of September 30, 2024, our parent company has more than $42.7 billion in total reported assets. In addition, we continue to generate strong revenue and profitability. For the fiscal year 2024, our company reported net revenue of $22.95 billion and net income of $1.7 billion. Our parent company has a long-term credit rating of BBB+/Stable/A-2 from Standard & Poor's Rating Service. This financial strength empowers us to fund our project development activities. Johnson Controls' financial health provides Equalis Group/Region 10 ESC members assurance of our ability to serve our customers. Our capacity to integrate a wide range of services into a cohesive, tailored value proposition for our customers truly differentiates us from our competitors. We have invested millions of dollars to create a robust operational, financial, and technical infrastructure, critical when managing large, widely distributed, and divergent sets of properties that constitute customer portfolios. We continue to focus on profitable growth in all our businesses, as it allows us more opportunities to leverage our volume, leading to improved quality and efficiencies. This enables us to invest in innovation and improve our services, bringing more success to our customers. Our growth goals are supported by initiatives focusing on new technology, optimizing our resources and continuous improvement of quality, reliability, and delivery. Our latest financial report can be found within our Form 10K which is made available using the following link: https://investors.johnsoncontrols.com/financial-information/financial-reports?doc=*
	What was your annual sales volume over last three (3) years?	Johnson Controls combined annual revenue over the past three years was $65.8 billion. We have provided a breakdown of annual revenue for each of the past three years below. 2024: $22.9B 2023: $22.3B 2022: $20.6B

History of meeting products and services deadlines	*Outline the process timeline for product pickup, delivery and any other applicable capabilities not already addressed.*	We distribute our products and services through our over 160 branch locations in North America and 473 locations worldwide located across 150 countries. The Master Agreement covers all US territories and outlying areas. Our company does business internationally and has the capability to distribute products to even very remote parts of the globe. We distribute directly as a manufacturer through more than 160 branch offices (shown below). In addition, we have 92 distribution and warehouse facilities in North America.  Various other companies may be involved in shipping products to our customers. The company involved depends on the equipment being purchased, the location of delivery, the location of manufacture, and the time frame involved. We deliver products to all corners of North America, from downtown Manhattan to the islands of Hawaii to remote, northern Alaska. Delivery times vary greatly based on the type of equipment and the customer's location. We strive to achieve just-in-time delivery to avoid storage costs and costs associated with damage that can occur when equipment and parts are stored on site or in a facility for any length of time. Additionally, we do not enforce your warranty until we reach substantial completion. This helps save our customers a little money by not starting the warranty period too early when the system is not yet in use. Our standardized scheduling processes will assist in preventing schedule setbacks. Each phase must be executed in sequence with the designated critical path schedule as developed by the Operations Manager. Individual conservation measures are labeled with one or more of the following pieces of information: • Key retrofit category • Critical preceding tasks and linking tasks • Construction milestones and necessary deadlines • Management skills required • Follow-up responsibility • Tools • Special instructions • Changes, additions, or deletions from original designs or engineering specifications Our scheduling process allows us to successfully manage multiple measures at multiple sites with minimal deviation. We will schedule installation around all site activities. As part of our HVAC and Facility Systems, Automation Installation, Service and Related Products and Services solution, there are no minimum quantities related to orders before a delivery can be made. All equipment is shipped to the appropriate location

		in order to ensure timely installation and commissioning with regard to the scope of the agreed upon program and to ensure conservation and utility savings can be generated as quickly as possible.
Other factors relevant to this section as submitted by the Respondent	*Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency*	Johnson Controls can provide these reports. Billing reports are flexible dependent upon the customer's needs. For Time and Attendance reports, we only provide these reports on projects that require Certified Payroll. On standard calls, Technicians log their arrival and departures via smart phones.
	Provide your safety record, safety rating, EMR and worker's compensation rate where available.	Johnson Controls uses several tools to measure safety performance over time to evaluate the frequency, severity, and cost of injuries in the workplace. Our company is proud of its unmatched safety record, and it is our goal to have an injury-free workplace. We utilize a mixture of leading and lagging indicators to assess the health and safety performance of our operations. Leading indicators include reporting and disclosure of all Near Miss events and field risk assessments before work takes place. Reported Total Workforce numbers include employees and supervised contractors. Lagging indicators include the OSHA Total Recordable Incident Rate (TRIR) and the Lost Time (or Lost Workday) Incident Rate (LTIR) based upon the number of incidents per 100 employees working 40 hours per week, 50 weeks per year (or per 200,000 work hours). Compared to the industry average TRIR of 3.3 and LTIR of 1.9, Johnson Controls is leading the way in safety with a current TRIR of 0.59 and LTRI of 0.10, as shown in the charts below. Another tool used by the insurance industry to evaluate an employer is the Experience Modification Rating (EMR). Safety is a high priority for all Johnson Controls jobs and is reflected in our current EMR of 0.34. The industry average EMR is a 1.0 rating, which means that Johnsons Controls EMR rating is 66% better than the industry average. Compared to industry averages for Total Recordable Incident Rate and Lost Time Incident Rate, Johnson Controls is leading the way in safety. In fact, ***our current safety record surpasses the published future safety goals of most industry leaders.***

Johnson Controls, Building Solutions North America, HVAC Domain
Safety Summary

Pre-bid support team: FieldSafetyTeam@jci.com

CALENDAR YEAR	EXPOSURE HOURS	AVERAGE # OF EMPLOYEES	FATALITIES	CASES WITH DAYS AWAY FROM WORK	LOST TIME INCIDENT RATE (LTIR)	# LOST DAYS	LOST DAY SEVERITY RATE	CASES WITH JOB TRANSFER OR RESTRICTION	CASES WITH DAYS AWAY RESTRICTION OR TRANSFER RATE (DART)	OTHER RECORDABLE (MEDICAL ATTENTION ONLY) CASES	RECORDABLE (MEDICAL ATTENTION ONLY) INCIDENT RATE	TOTAL RECORDABLE CASES	TOTAL RECORDABLE INCIDENT RATE (TRIR)
2024	17,322,384	8,661	0	9	0.10	578	6.67	23	0.37	19	0.22	51	0.59
2023	17,285,844	7,957	0	6	0.07	299	3.46	20	0.30	19	0.22	45	0.52
2022	20,307,608	9,496	0	12	0.12	920	9.06	20	0.32	21	0.21	53	0.52
2021	19,675,755	10,366	0	11	0.11	738	7.50	28	0.40	18	0.18	57	0.58
2020	18,284,491	9,142	0	15	0.16	1937	21.19	24	0.43	22	0.24	61	0.67

Effective Date of Experience Modification Factor	Experience Modification Factor - JCI	Production Date Experience Modification Factor - JCI	Applies to the Johnson Controls Policy Term
October 1, 2024	0.34	09/23/2024	10/01/2024
October 1, 2023	0.42	09/17/2024	10/01/2023
October 1, 2022	0.53	09/10/2024	10/01/2022
October 1, 2021	0.51	09/10/2024	10/01/2021
October 1, 2020	0.51	06/24/2024	10/01/2020
October 1, 2019	0.52	06/03/2024	10/01/2019

Qualification and Experience (25 Points)

Respondent reputation in the marketplace	*Provide a link to your company's website*	https://www.johnsoncontrols.com/
	Please provide a brief history of your company, including the year it was established.	Johnson Controls, a publicly held corporation, was founded in 1885 and trades on the New York Stock Exchange under ticker symbol JCI. Johnson Controls, a 140-year Global Fortune 500 Company, is a global leader in delivering HVAC, integrated building control systems, mechanical equipment, fire alarm and life safety products, physical security systems, and both mechanical and technical services. We also provide solutions designed to improve the comfort, safety, and energy efficiency of non-residential buildings and residential properties. Johnson Controls operated under two former names: Johnson Electric Service Company July 31,1900 to July 10, 1902, Johnson Service Company July 10, 1902, to November 11, 1974. Our company merged with Tyco International in 2016 as Johnson Controls International, PLC. Building Technologies & Solutions sells its integrated control systems, security systems, fire-detection systems, equipment, and services primarily through the Company's extensive global network of sales and service offices, with operations in approximately 60 countries. Significant sales are also generated through global third-party channels, such as distributors of air-conditioning, security, fire-detection, and commercial HVAC systems. In fiscal 2017, approximately 27% of our sales originated from its service offerings. Trusted Buildings brands, such as YORK®, Hitachi Air Conditioning, Metasys ®, Ansul, Ruskin®, Titus®, Frick®, PENN®, Sabroe®, Tyco®, Simplex® and Grinnell® give the Company the most diverse portfolio in the building technology industry.
Past relationship with Region 10 ESC and/or Region 10 ESC members	*Have you worked with Region 10 in the past? If so, provide the timeframe and main contact for that work?*	Yes. Johnson Controls Inc. was awarded an HVAC & Facility Systems, Automation, Installation, Service and Related Products & Services Contract #R10-1102A by Region 10 ESC through the Equalis Group Cooperative on November 1, 2020 and is renewable through 2027. Johnson Controls was awarded an Energy and Conservation Performance Contracting Services contract #R10-1143 by Equalis Group/Region 10 in January 2023 and is renewable through 2027. Johnson Controls was awarded an Alternative and Renewable Energy Solutions contract by Equalis Group/Cooperative Council of Governments in May 2023 and is renewable through 2027. JCI has captured large projects utilizing the Region 10 ESC Contract #R10-1102A with Texas State University and Los Angeles World Airports. We have completed a considerable number of projects and service work for Region 10 ESC members.
Experience and qualification of key employees	*Please provide contact information including email and resumes for the person(s) who will be responsible for the following areas. Region 10 requests contacts to cover the following:* ** Executive Support* ** Account Manager* ** Contract Manager* ** Marketing* ** Billing, reporting & Accounts Payable*	We have provided resumes for the following individuals: ▪ Tom Staves, Sales Manager ▪ Mary Beth Alexander, Sr Business Development Manager, Cooperative Contracts (responsible for contract management and coordinating billing, reporting, and accounts payable teams) ▪ Paul Poblocki, Director of Marketing and Strategy ▪ Al Young, Vice President Global and North America Strategic Accounts **Tom Staves** **Sales Manager** **AREAS OF EXPERTISE** • Serve as the state government cooperative sales "expert" for the field. • Be the key communication conduit and contact / liaison point for all State Government vertical / horizontal marketing matters – providing direct support for both regional and district sales and marketing entities, lead and drive the sales effort. • Identify and prioritize key new opportunities; collaboratively secure commitments from the General Sales Managers on key target customers to pursue; and lead the sales effort • Continuously train the sales force via monthly webinars to assist in the education gap of how to sell in the state government space. **RESPONSIBILITIES**

Tom is responsible for direct sales, business development and sales activities in the national state government cooperative vertical for the entire Johnson Controls, Inc. products/service portfolio; and drive and/or assist execution of all market related marketing in order that Johnson Controls, Inc.'s customer perception, brand & market exposure, revenues. and profitability to the company can be fully maximized.

EDUCATION / CERTIFICATIONS/ MEMBERSHIPS

Onondaga COMMUNITY COLLEGE SYRACUSE, N A.A.S. in Fire Protection Technology 1995

EMPLOYMENT HISTORY

- Johnson Controls: Johnson Controls. National Sale Manager, State Government, 2012 to Present
- Simplex Grinnell: National Manager Government Business Development, 2006 to 2012
- Simplex Grinnell: National Accounts Sales Manager, 2001 to 2005
- Simplex Time Recorder, Co.: Service Sales Representative, 1995 to 2000

Mary Beth Alexander
Sr Business Development Manager, Cooperative Contracts

AREAS OF EXPERTISE

Mary Beth has more than thirty years' experience Selling Solutions and Services to customers of all sizes in all vertical markets. For the past ten years, she has been supporting and training JCI Sales teams to expand our national/state cooperative contracts usage to eligible members across North America. Mary Beth has both the knowledge of the various solutions JCI provides and experience working with all JCI sales teams especially the Sustainable Infrastructure/Performance Contracting Team across North America spanning virtually all vertical markets. She enjoys engaging with the JCI Customers/Cooperative Members to help facilitate purchases using JCI Cooperative Contracts. Mary Beth helped to sell the first cooperative sale within the JCI Cooperative program and since the program has achieved significant year over year growth totaling over $400M in fiscal year 2022.

In 2021, Mary Beth received the Johnson Controls Chairman's Award for her dedication to serving clients within the cooperative purchasing environment and their customers. The Chairman's Award recognizes employees who go above and beyond to accelerate our growth strategy, better serve our customers, communities, and colleagues, and improve performance as we power our customers' missions and protect the environment.

RESPONSIBILITIES

Mary Beth will be responsible for business development of this Equalis Group /Region 10 contract #R10-1143. Activities will include but are not limited to:

- Be the subject matter expert to the JCI Sustainable Infrastructure Sales Team on Cooperative Contracts
- All JCI BSNA (Building Solutions North America) team members will receive Cooperative Training including How to incorporate this contract into the SI team sales cycle
- Introducing the Equalis Group team to the JCI sales teams in all markets to form a partnership to increase sales
- Liaison between JCI/Equalis Group to help the member feel comfortable that this is the correct cooperative contract to utilize for their procurement and sign up to become a member if required
- Provide the JCI BSNA team with all that is required to make sales under this contract
- Provide Equalis Group sales leads to the JCI BSNA teams
- Help to build out the Equalis Group/JCI internet site for this contract, our internal Equalis Group Sharepoint site, marketing materials, and PowerPoint material for Sales to use in customer presentations.

EDUCATION / CERTIFICATIONS/ MEMBERSHIPS

- BBA, Human Resources, University of Wisconsin – Oshkosh, WI
- National Institute for Certification in Engineering Technologies (NICET)
- Fire Protection Engineering Technology / Fire Alarm Systems / Level II Certification #83829

- Member of WHEA, WASBO and IFMA

EMPLOYMENT HISTORY

- Johnson Controls: Sr Business Development Manager, State Cooperative Contracts June 2013-Present
- Siemens Industry, Inc - Building Technologies: Senior Service Sales Executive, 2008-2013
- Siemens Industry, Inc - Building Technologies: National Account Executive, 2007-2008
- SimplexGrinnell LP - Tyco International Fire & Security Division: National Account Sales Manager, 2002-2007
- SimplexGrinnell LP - Tyco International Fire & Security Division: Senior Sales Representative, 1995-2002
- SimplexGrinnell LP - Tyco International Fire & Security Division: Service Sales Representative, 1992-1995

Paul Poblocki
Director of Marketing and Strategy

AREAS OF EXPERTISE

- Business analytics, strategic planning, data modeling, and digital marketing
- Infrastructure renewal, energy efficiency, water efficiency, energy storage, microgrid, and renewable energy

RESPONSIBILITIES

Paul leads a team to develop and support strategy and integrated marketing efforts for the Performance Infrastructure business at Johnson Controls. He gathers, monitors, and evaluates market intelligence to implement data-driven decision making and long-term strategic planning. He and his team are responsible for driving offerings, such as infrastructure renewal, energy efficiency, water efficiency, energy storage, microgrid, and renewable energy into the sales organization through competitive insight, market analysis and visualization, marketing communications, and inside sales efforts.

EDUCATION / CERTIFICATIONS/ MEMBERSHIPS

- MBA, Marketing/Information Systems, University of Colorado
- BS, College of Business Administration, Marquette University

EMPLOYMENT HISTORY

- Johnson Controls, Inc., 2010-Present, Director of Strategy & Marketing
- Marquette University, 2018-Present, Adjunct Professor, Business Analytics
- Poblocki Sign Company, 2001-2010, Vice President and General Manager
- Mortgagebot, 2000-2001, Assistant Vice President and Director of Marketing
- Metavante, 1998-1999, Marketing Manager, Electronic Banking Services
- University of Colorado, 1995, Teaching Assistant
- P&S Sign Systems, 1992-1994, Product Development Manager

Al Young

Vice President Global and North America Strategic Accounts

AREAS OF EXPERTISE

- Strategic Account and Connected Technologies Operations - Pre-Bid Governance, Project Assessments, Establish Standards and Delivery with Field for Strategic Accounts and Major Projects.
- BSNA Operating System - Developed, Deployed Eco-System of KPI's/SOPs to drive standard work and best business practices, cadence, performance.

RESPONSIBILITIES

As the vice president of Operations and Customer Success for North America, Johnson Controls Building Technologies & Solutions, Al is focused on developing high performing teams and ensuring we're providing impeccable service to our customers. Al has been

		driving profitable growth for the past 30 years with the main goal of achieving commercial and operational excellence through account management and sales management disciplines, driving an operating system across a large scale and geographically diverse business, and a strategic growth mindset. **EDUCATION / CERTIFICATIONS/ MEMBERSHIPS** • BS, Mechanical Engineering, Drexel University **EMPLOYMENT HISTORY** • Johnson Controls, Inc., 2021-Present, VP Global and NA Strategic Accounts • Johnson Controls, Inc., 2018-2021, VP of Field Service and Installation Operations for North America • Johnson Controls, Inc., 2016-2018, VP and GM, HVAC • Johnson Controls, Inc., 2014-2016, VP Business Operations, Systems and Service North America • Johnson Controls, Inc., 2013-2014, VP Branch Sales North America • Johnson Controls, Inc., 2011-2013, VP HVAC Sales and Systems North America • Johnson Controls, Inc., 2007-2011, VP &GM Systems, Mid-Atlantic Region • Johnson Controls, Inc., 1992-2007, General Manager Philadelphia Branch
Past experience working with the public sector	*What are your overall public sector sales, excluding Federal Government, for last three (3) years?*	2024: $2,776,533,559 2023: $2,699,289,012 2022: $2,289,151,041
	What is your strategy to increase market share in the public sector?	Our primary strategy has always been focused on looking at the products and services that our customers within the public sector have been asking for. While they may have an idea of what they may need today, they do not always have a long-term vision for what they may need long term. By regularly engaging our customers across all vertical markets having conversations about the changes in their specific building environments, we are able to help pinpoint which products or services will best serve them today, but well into the future. JCI has an internal team that is focused on assisting our customers with new equipment and upgrades that will make their facilities more efficient and lower their carbon footprint. This team guides field sales with data for potential opportunities where public sector customers have federal stimulus funds available to them. Johnson Controls is a future-focused corporation, working every day to deliver on the promise of smart cities, smart buildings, and smart communities. Johnson Controls pursues innovation across the enterprise, constantly asking what is next to stay ahead of change and create the solutions that help our customers meet their energy goals.
Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors	*Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.*	**Litigation** Johnson Controls, Inc. is involved in litigation or disputes concerning various aspects of the operation of Johnson Controls, Inc. Johnson Controls, Inc. has been, may currently be and may in the future become subject to legal proceedings and commercial disputes. These are typically claims that arise in the normal course of business including, without limitation, commercial or contractual disputes with our suppliers, intellectual property matters, third-party liability, and employment claims. Given the size and breadth of Johnson Controls, Inc.'s operations, it would be difficult (if not impossible) to provide a definitive and comprehensive list of litigation relating to Johnson Controls, Inc. However, the Form 10-K annual report of its parent company, Johnson Controls International plc, identifies all litigation that may be material to the financial condition of the Company. The Form 10-K annual report can be obtained through the Company's website: https://investors.johnsoncontrols.com/financial-information/financial-reports?doc=* **Bankruptcy** Johnson Controls has never sought bankruptcy protection.

		Reorganization As a company with a 135-year history, we have undergone numerous changes. Most recently, our parent company, Johnson Controls International plc (NYSE: JCI), was formed in 2016 through a merger between Tyco International Ltd. and one of Johnson Controls' subsidiaries. Johnson Controls, Inc. became a subsidiary and the North American operating company of Johnson Controls International plc through a merger that closed on September 2, 2016.
Minimum of 5 public sector customer references relating to the products and services within this RFP	*Provide a minimum of five (5) customer references for product and/or services of similar scope dating within the past 3 years. References for K12, Higher Education, City/County and State entities are strongly preferred. References from private businesses will be disregarded. Provide the entity; contact name & title; city & state; phone number; years serviced; description of services; and annual volume*	▪ Los Angeles World Airport – Robert Casarez, Asst. Director of Maintenance, Los Angeles, CA, 855.463.5252, HVAC, Controls, Equipment, and Services 2023, $1.7M ▪ Texas State University- Jacque Allbright, Director of Purchasing, San Marcos, TX,, 512.245.2521, HVAC, Controls, Equipment, and Services, 2024 $890K ▪ Calcasieu Parish School Board- Martin Bilbo, Maintenance Supervisor, Lake Charles, LA, 337.491.1160, HVAC Service 2024, $6.3M ▪ City of Ansonia (Asonia Energy) – Kurt Miller, Budget Director, 203.736.5900, Ansonia, CT, PC, HVAC, Services, 2024 $34.5M ▪ Brown University- Paul Armas, Asst. VP of Facilities, Providence, RI, 401.863.7865, HVAC Equipment, Controls, Fire Alarm, Services 2024, $524K
Company profile and capabilities	*Do you plan to sell to customers directly, use resellers or subcontractors, or a combination of both? If you intend to use resellers and/or subcontractors, describe your process for ensuring that resellers and subcontractors comply with the pricing and terms of the contract.*	Johnson Controls and/or approved affiliates will sell directly to customers.
Exhibited understanding of cooperative purchasing	No answer is required. Region 10 will utilize your overall response to this questionnaire to make this determination. Previous experience with cooperatives is not necessary to score well for this criterion.	

Other factors relevant to this section as submitted by the Respondent	*If your company is a privately held organization, please indicate if the company is owned or operated by anyone who has been convicted of a felony. If yes, a detailed explanation of the names and conviction is required.*	Johnson Controls, Inc. is a publicly held organization.
	Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services. These will be provided in the space provided in Form 3. No answer is required here.	
Work Plan Management (10 Points)		
Subcontractor plan and/or self-performance capabilities	*Describe your company's overall capacity for self-performing work outlined in the scope. Please include a breakdown of projects you typically execute with your own work force versus leveraging subcontractors.*	Johnson Controls has extensive capabilities for self-performing HVAC, Building Automation, and Facility Systems installation and services related work leveraging its skilled workforce, advanced technologies, and deep industry expertise. That said, the balance between self-performance and subcontracting typically depends on the scope, complexity, region, and customer requirements of the project. We have provided an overview **Self-Performing HVAC Work** Johnson Controls has a highly trained workforce that can directly execute a wide range of HVAC-related projects, including: • **Design and Engineering:** In-house teams provide system design, engineering, and optimization to meet client-specific needs. • **Installation:** Johnson Controls technicians install HVAC and building automation systems including chillers, boilers, air-handling units, ductwork, and controls. • **Service and Maintenance:** Routine maintenance, repairs, and upgrades are often self-performed, especially for systems under service contracts. • **Retrofits and Energy Optimization:** Johnson Controls performs energy efficiency retrofits, system upgrades, and performance optimization using its own workforce. • **Building Automation Integration:** Self-performing work on integrating HVAC systems with Johnson Controls' proprietary building automation systems, like Metasys. These areas allow Johnson Controls to maintain quality control, ensure adherence to standards, and use proprietary tools and processes for peak efficiency. **Subcontracted HVAC Work** While Johnson Controls prioritizes self-performing work where possible, subcontracting is often used strategically for specific aspects of larger projects or in specialized circumstances:

		• **Large-Scale Construction Projects:** For major mechanical installations (e.g., large ductwork, piping, or heavy equipment lifts), subcontractors may be employed to augment capacity or meet tight timelines. • **Regional Labor Needs:** In areas where Johnson Controls does not have sufficient local labor or expertise, subcontractors are engaged to support project execution. • **Specialized Trades:** Certain specialized tasks, such as sheet metal fabrication, insulation installation, or certain types of commissioning, may be subcontracted. • **Union vs. Non-Union Labor:** Depending on project requirements and location, unionized labor may necessitate subcontracting specific components of the work. **Typical Project Breakdown** • **Primarily Self-Performed Work:** Smaller-scale HVAC projects, service contracts, retrofits, energy optimization projects, and building automation integration are frequently done directly by Johnson Controls personnel. • **Mixed Self-Performance/Subcontractor Work:** Mid-to-large-scale projects often involve a mix of Johnson Controls' workforce and subcontractors, with Johnson Controls managing key portions (e.g., engineering, controls, commissioning) while subcontractors handle general construction or specialized tasks. • **Primarily Subcontracted Work:** Large-scale construction projects or highly specialized tasks may involve more extensive subcontracting, with Johnson Controls focusing on project management, oversight, and system integration. **Key Advantage** Even when subcontractors are leveraged, Johnson Controls maintains strict oversight to ensure quality, safety, and adherence to customer expectations. This approach allows for scalability and flexibility while leveraging our expertise and ensuring strong project outcomes.
	Outline your process for qualifying, selecting, and managing subcontractors. Specifically address how your firm ensures subcontractors comply with local, state, and federal requirements as well as industry standards and customer-specific requirements.	**End-to-End Subcontractor Management** Selecting subcontractor partners for your project is conducted on a client-specific basis to ensure we choose the best match for the project. • We will work collaboratively with your outreach team. • We will work with preferred contractors. • We ensure people pass a thorough quality assessment and background check. This approach gives us the flexibility to reach agreements that provide the greatest benefit to each specific client and site. And, recognizing that each client has a specific culture, we seek to find firms that will complement and align well with the client to ensure a strong working relationship. **Selection Process** Effective subcontractor management begins with screening through a competitive bid process, maximizing the use of local firms. We evaluate our partners for financial capability, technical excellence, past performance, personnel qualifications, ability to meet specifications, comply with all local, state, federal requirements, as well as all applicable industry standards while

having the capability to meet all member requirements, and of course, the realism of their cost. Our process, outlined below, also includes reference checks, a financial status review and a site visit to a comparable project where appropriate.



We then work with you to select the partner that can provide the best value for Equalis Group/Region 10 ESC members in terms of quality, cost, community impacts, and responsiveness. We negotiate a contract with the terms and conditions that provide the best mechanism for managing services or materials while being fair to all parties. Our performance-based contracts with partners assure us of obtaining quality service. Our vendor management plans enable us to track and control costs and performance as closely as if we were doing the work ourselves. Most importantly, we retain full responsibility for all work our subcontractors perform.

Our Commitment to Local Subcontractors
Our local presence in cities around the world has allowed us to develop strong relationships with contractors who have a proven track record of delivering and meeting our expectations, and those of our clients. Our approach balances best value with local contractor considerations. We always seek to maximize the use of local firms, as well as participation from minority and women-owned businesses.

Execution/Accountability: Our operations manager will make every effort to use our local employees, local contractors, and local suppliers, to ensure the project is good for the community, as well as for Equalis Group/Region 10 ESC members.

Johnson Controls will also make every effort to partner and subcontract with those firms that have served you well in the past and have earned the right to be associated with the project. Most importantly, Johnson Controls retains full responsibility for all work our subcontractors perform.

Management Process
We manage subcontractors using the same tools we use to manage our own costs: defined scope of work, performance reviews, and budget review and analysis.

Defined Scope of Work/Costs
We negotiate fixed-price or time and material contracts with our subcontractors; depending on the structure of the prime contract, we may include performance-based incentives that are directly connected to contract fees. Our subcontracts include a definitive scope of work and specific contract deliverables as appropriate. These subcontracts also include “flow down” provisions from the prime contract. We incorporate our contract clauses for personnel conduct, security, dress codes, etc. into each of our subcontracts. We include a requirement within all of our subcontracts to establish an internal quality control program and agreement that allows us to conduct periodic inspections of subcontractor designated work areas.

		Performance Reviews We establish a technical point of control for all vendors/service providers. Typically, a manager or a supervisor is charged with reviewing vendor performance to ensure that he or she has delivered timely service at the defined level of quality. The technical monitor also reviews the vendor invoices to ensure realism and accuracy. Whenever the technical monitor finds an anomaly, he or she ascertains whether the charges are justified. This control mechanism helps ensure Equalis Group/Region 10 ESC members are charged only for work done and that costs are fair and reasonable. **Budget Review** We build yearly budgets that cover all projected costs, including service provider costs. As part of our monthly budget review, our management team identifies any trends or instances of excessive cost and ensures subcontractor compliance to contract terms and conditions. The responsible manager is then tasked to review all costs in this budget area and develop justification or prepare a corrective action process. This control mechanism helps prevent cost creep that might go unnoticed at the individual item level. **Bill Analysis** The process for administering contracts is described above. Bill paying is done in accordance with our accounts payable process. After the technical manager for the subcontract signs off on the invoice to verify that it is accurate, the invoice is sent to accounts payable. Our system's processes are designed to identify and correct possible duplicate invoice payments. Commitments and costs are captured within Oracle, down to the lowest level of service activity. Checks are generated as invoices are verified. Johnson Controls issues checks to vendors on a predictable and pre-determined frequency.
	Please attach any certifications you have as part of your response to Form 3.	
Commitment to Service Equalis Group Members (10 Points)		
Marketing plan, capability, and commitment	*Detail how your organization plans to market and promote this contract upon award, including how this contract will fit into your organization's current go-to-market strategy in the public sector.*	Within **the first 30 days**, Mary Beth Alexander, our Sr Business Development Manager Cooperative Contract Manager, will launch this contract to the entire Building Solutions North America (BSNA) Team and explain why this Cooperative Contract is the one to utilize moving forward. A new process has been instituted within the JCI BSNA team that requires all public sector performance contracting opportunities that would normally utilize an RFP to consider the usage of a cooperative vehicle prior to going to market in any other way. This RFP has captured the interest of the most senior leaders within the JCI BSNA team. We have significant growth goals and this contract will provide a strategic lever to obtain these goals with a shortened sales cycle. We have a corporate intranet site that will serve as a single location for all information regarding the contract, execution, marketing, and sales tools. The site is visible and accessible to every employee on the BSNA team. In coordination with Paul Poblocki, our Director of Marketing and Strategy for the BSNA team we will develop an internal campaign driven through our Vertical Market Directors. These BSNA Vertical Market Directors are part of our current go-to-market strategy in the public sector. This campaign will require our JCI team to work closely with the Equalis Group team to maximize the exposure of this contract. The availability of the contract will also be promoted internally and integrated into daily sales resources (CRM system, educational web-based trainings, sales communications, and a dedicated internal intranet site). On a quarterly basis we will review the progress of the deployment and usage of this vehicle with the Senior BSNA Management team. Johnson Controls communicates monthly to our Energy Solutions existing and potential customers through our Silver Bullet Marketing campaign. We intend to include a reference to the Equalis Group agreement in monthly communications that align to the products and services covered under this contract.

		In addition to our marketing plans outlined above, we will leverage our partnerships with the public sector professional organizations we support both nationally and regionally. Below are several of the organizations where Johnson Controls maintains a relationship. Many of our competitors simply have a booth at annual trade shows. Johnson Controls believes that a strong relationship with the members of each organization is dependent upon our attendance at local meetings and providing training and informative seminars as the organization's subject matter expert. 
	Detail how your organization will train your sales force and customer service representatives on this contract to ensure that they can competently and consistently present the contract to public agency customers and answer any questions they might have concerning it.	Training our BSNA Account Executives on this HVAC and Facility Systems, Automation, Installation, Service and related Products and Services agreement within **the first 60 days** is a top priority! We will launch a series of webinars and training sessions with the support of Equalis Group/Region 10 ESC. All training will be recorded and posted on our Equalis Group Cooperative intranet site. We will work with both our BSNA Vertical Market Directors as well as our Area Sales Managers and General Managers to ensure we train all BSNA Account Executives. The training will focus on: • How the Cooperative contract works • Whom can be a member • How to get the customer to join the Equalis Group Cooperative • How Region 10 ESC and Equalis Group work together • What the benefits of using this contract are to JCI and the Equalis Group member • How and when to present this contract to the JCI customer • How to gain the approval of the members procurement and legal departments Partnering with Equalis Group will ensure that our teams become comfortable working together and will help the JCI Account Executive team present and incorporate this Equalis Group/Region 10 ESC agreement into their sales cycle with their public sector members. We will also leverage the Equalis team to assist us with targeting the states and vertical markets where this contract can be utilized successfully. Within the first 120 days, during our JCI lunch and learn we will train the entire BSNA Operations and Engineering team both on the contract specifics and the pricing requirements.

		Mary Beth Alexander on the JCI Cooperative Contracts team will be responsible for training the Johnson Controls BSNA team on this contract and will ensure the Account Executives can competently and consistently present the contract to public agency customers and answer any questions they might have concerning it.
	Acknowledge that your organization agrees to provide its company logo(s) to Region 10 ESC and Equalis Group and agrees to provide permission for reproduction of such logo in marketing communications and promotions	Johnson Controls agrees to provide our company logo to Region 10 and Equalis Group and agrees to provide permission for reproduced use in communications and promotions upon award of contract.
Ability to manage a cooperative contract	*Describe the capacity of your company to report monthly sales through this agreement to Equalis Group.*	We have a dedicated finance team that prepares the reports and completes the check requests to accounts payable for processing. As the BSNA works to obtain a Project Development Agreement and ultimately a contract with a member, the Account Executive logs the opportunity in salesforce and identifies the procurement method as an Equalis Group/Region 10 ESC. When the contract is booked in the system, the Salesforce opportunity is automatically marked as "Closed Won". When finance runs and prepares the quarterly sales report for Equalis Group, all invoiced sales will be included in the data lake.
	*Define the specific, step-by-step process for your sales and/or quote generation team to tie a quote, proposal, invoice, and/or purchase order to the Equalis cooperative contract in you Customer Relationship Management ("**CRM**"), sales system, or Enterprise Resource Planning ("**ERP**") system. Include any individuals and/or teams involved in this process.*	In order to streamline transactions under this Equalis Group/Region 10 ESC contract, we follow a clear, collaborative process across our internal teams. Our approach ensures compliance, efficiency, and clarity across all involved teams, from initial contract verification to final delivery and system updates. **Confirm Contract Eligibility** Johnson Controls' Sales and team begins by verifying the member's eligibility to purchase through the Equalis Group/Region 10 ESC contract. They review the contract terms to ensure the products, services, and pricing are applicable, and collect any required documentation to confirm membership. **Set Up CRM Record** The CRM team updates the customer record to reflect the Equalis Group/Region 10 ESC contract as the governing agreement. This includes tagging the account, adding the contract ID or reference number, and linking contract details to the customer profile. **Generate Quote** The Sales team then prepares a quote that aligns with Equalis Group/Region 10 ESC pricing and discount structures. The quote explicitly references contract details, ensuring transparency and compliance. **Draft Proposal** If required, the Sales team drafts a proposal that includes Equalis Group/Region 10 ESC contract details, itemized pricing and services, and any necessary Equalis Group/Region 10 ESC -specific language. **Receive Purchase Order** Upon acceptance of the proposal, the Customer or Procurement Team submits a purchase order (PO) that references this contract. The PO must match the terms and pricing outlined in the quote and proposal.

		Issue Invoice The Finance and Billing Team generates an invoice in the ERP system, ensuring it is tied to the contract. The invoice includes the contract ID and reflects the agreed-upon pricing. **Link Documentation** Our CRM and ERP resources ensure all related documents—quote, proposal, PO, and invoice—are linked using the Equalis Group/Region 10 ESC contract ID. Supporting materials such as eligibility proof and contract terms are attached for compliance. **Final Review & Approval** Our Contract Management team conducts a final review to confirm compliance with Equalis Group/Region 10 ESC terms, pricing, and eligibility. The Sales Manager then approves the quote and proposal for customer submission. **Delivery & System Updates** The Project or Service Delivery Team initiates delivery according to the agreed scope. Meanwhile, the Sales Operations Team updates the CRM and ERP systems to reflect delivery status and payment progress. **Key Teams Involved** • Sales/Quote Generation – Responsible for creating quotes and proposals • Contract Management – Ensures compliance with cooperative contract terms • CRM/ERP Administrators – Maintain system configurations and document linkage • Finance/Billing – Handles invoicing and payment tracking • Project/Delivery – Oversees implementation and delivery of services/products **Johnson Controls-Specific Resources** For Johnson Controls-specific procedures, please refer to the following internal resources: • Sales Operations Handbook • Equalis Group/Region 10 ESC Contract Guidelines • CRM/ERP User Manual • Contract Management Policies
	Identify any contracts with other cooperative or government group purchasing organizations of which your company is currently a part of:	We have the following Cooperative Agreements: Equalis Group/Region 10 ESC, Sourcewell, NASPO, OMNIA Partners, TIPS, Region 19, and NCPA. For each of these agreements Johnson Controls Inc., Johnson Controls Fire Protection, and Johnson Controls Security Solutions can utilize as Prime or as an approved reseller.
Commitment to supporting agencies to utilize the contract	*If awarded a contract, how would you approach agencies in regards to this contract? Please indicate how this would work for both new customers to your organization, as well as existing.*	Johnson Controls has robust customer relationship management tools, data analytics platforms, and internal sales systems. These systems provide an abundance of information to assist with the proactive identification of opportunities. This information also provides analytics to the cooperative program to assist with training and lead programs as well as help to identify existing Equalis Group/Region 10 ESC members that we are doing business with to ensure they are aware of our new agreement. This will be a one-of a kind agreement within our organization that specifically focuses on HVAC and Facility Systems, Automation, Installation, Service and related Products and Services. Existing JCI customers using a contract for these products and services can work directly with their Account Executive on additional phases to their projects utilizing this contract without having to go to RFP or supplier selection. New HVAC and Facility Systems, Automation, Installation, Service and related Products and Services JCI customers can utilize this agreement when they prefer JCI Solutions. After a need has been identified this agreement will allow the customer can go directly to the Project Development Agreement in lieu of the lengthy RFP process.

		We will partner with Equalis Group/Region 10 ESC members to ensure Participating Agencies and our customers are aware of the awarded contract through multiple marketing and communication campaigns. Johnson Controls communicates monthly to our existing and potential customers through our Silver Bullet Marketing campaign. We intend to include a reference to the Equalis Group agreement in monthly communications that align to the products and services covered under this contract. Our Cooperatives team is dedicated to drive sales through our cooperative agreements. This team anticipates working with Equalis Group to promote the contract vehicle and ensure this contract is available to our Sustainability Infrastructure opportunities across the North America. While we expect to utilize our marketing and sales departments extensively, we hope Equalis Group can assist with launching our internal training program and occasionally answer questions and assist our Account Executive team as they are trained. We also hope Equalis Group will be able to support us with new opportunities, such as new member sign-up and answering compliance questions. Our Equalis Group marketing plan includes a coordinated effort between Johnson Controls and Equalis Group. We will continue to market the Equalis Group program both internally and externally via training, corporate SharePoint site, customer meetings, brochures, and tradeshows. Brochures will be dispensed in both hard copy and electronic format. Our team's Sr Business Development Manager, Mary Beth Alexander, will continue to oversee the program throughout the term of the Master Agreement and will be responsible for driving growth.
Other factors relevant to this section as submitted by the Respondent	*Provide the number of sales representatives which will work on this contract and where the sales representatives are located.*	The BSNA Team is located throughout North America and consists of more than 250 sales representatives known as Account Executives within Johnson Controls. The BSNA Account Executive team is backed by the entire Johnson Controls organization which includes more than 4,900 additional branch sales representatives, technicians, engineers, and operations support. The Johnson Controls dedicated North America Cooperative team works with the BSNA team and Equalis Group/ Region 10 ESC members to position and validate the ability to utilize this award.

Other Required Proposal Forms

FORM 3: CERTIFICATIONS AND LICENSES

Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.

Johnson Controls, Inc. is incorporated in Wisconsin and is legally qualified to do business in all states in the United States and numerous foreign countries. Johnson Controls, Inc. holds all necessary licenses and registrations to conduct its business.

With over 160 branch locations throughout North America, we cannot provide a comprehensive list of all relevant licensed personnel. We are licensed to do all covered services in all 50 states, U.S. territories, and in Canada. The following list shows some of the licenses and certifications held by our employees.

Professional Category	Number of Representatives within Johnson Controls
LEED Accredited Professional (LEED AP):	716
LEED-Green Associate (LEED GA):	76
Licensed Professional Engineer (PE):	87
Certified Lighting Controls Professional (CLCP):	8
Lighting Certified (LC):	8
Project Management Professional (PMP):	20
WELL AP:	1
Certified Building Commissioning Professional (CBCP);	7
Certified Building Commissioning Professional International (CBCPI):	3
Certified Building Energy Simulation Analyst (BESA):	1
Certified Business Energy Professional (BEP):	7
Certified Demand-Side Management Professional (CDSM):	12
Certified Energy Auditor (CEA):	13
Certified Energy Auditor International (CEAI):	10
Certified Energy Auditor In Training International (CEAITI):	1
Certified Energy Manager (CEM):	114
Certified Energy Manager International (CEMI):	65
Certified Energy Procurement Professional (CEP):	1
Certified Grant Manager:	1
Certified Green Building Engineer (GBE):	4
Certified Indoor Air Quality Professional (CIAQP):	1
Certified Lighting Efficiency Professional (CLEP):	4
Certified Measurement and Verification Professional (CMVP):	41
Certified Measurement and Verification Professional International (CMVPI):	30
Certified Measurement and Verification Professional In Training International (CMVPITI):	4
Certified Sustainable Development Professional (CSDP):	2
Certified Water Efficiency Professional (CWEPI):	2
Distributed Generation Certified Professional (DGCP):	3
Energy Manager in Training (EMIT):	3
Energy Manager in Training International (EMITI):	12

Existing Building Commissioning Professional (EBCP):	2
Renewable Energy Professional (REP):	2

Furthermore, Johnson Controls holds a Mechanical license in every US city we have an office, and these can be provided as necessary. We have a very active HUB and M/WBE program.

NAESCO Accreditation

The National Association of Energy Service Companies (NAESCO) has continuously recognized Johnson Controls as an accredited ESCO since 1997. NAESCO designated us as an Accredited Energy Service Provider (ESP) in 2003 (the first year ESP accreditation was available). We are one of only 13 companies in North America to receive this designation. Our current Certificate of Accreditation is valid through November 2023.

Our Vice President of Sales, Charles McGinnis, is named as NAESCO's Board Chairman, showing our commitment to the industry.

This third-party accreditation demonstrates that we have the technical and managerial competence to do the following:

- Develop comprehensive energy efficiency projects, including lighting measures, efficient motors and drives, and measures involving HVAC systems.
- Provide a full range of energy services, including conducting energy audits, providing, or arranging project financing, completing design engineering, selecting energy efficient equipment, providing operations and maintenance services, and verifying energy savings according to accepted industry practice.
- Implement performance-based projects.
- Supply energy through the development and implementation of build/own/operate distributed generation, cogeneration or combined heat and power projects or the firm contracting energy supply.


NAESCO ACCREDITED
Energy Service Provider

Certificate of Accreditation

This is to certify that

Johnson Controls Inc.

has participated in the Accreditation Program and Review and has been recognized by the National Association of Energy Service Companies to be an Accredited Energy Service Provider.

Wes Walker
Chairman

Timothy D. Unruh
Executive Director

November 2023
Certification of Accreditation covers a period of 36 months from date of issuance.
Accredited since 1997.

Equalis Group/Region 10 members will benefit from our extensive involvement in NAESCO as well as a wide range of accreditations, certifications, and memberships in other professional/trade organizations. We have our finger on the pulse of the industry, and we help drive industry standards and procedures. That knowledge will be instrumental in choosing the most cost-effective Energy Conservation Measures, incorporating the latest technology, and providing some of the highest-trained professionals as part of the solution team.

Our active memberships and affiliations with many of these organizations show Johnson Controls' dedication to improving our clients' operations. Additionally, our participation with facility-based organizations, such as International Facility Management Association (IFMA) and Building Owners and Managers Association (BOMA), enables us to fully understand industry standards and also evaluate Equalis Group/Region 10 members' facilities for solutions that are being implemented successfully in similar facilities.

Additionally, Johnson Controls was recently ranked as a Leader and 2nd among 11 ESCOs highlighted in the Guidehouse Insights Leaderboard report. Guidehouse Insights is a premier market intelligence and advisory firm covering global energy transformation with a focus on emerging resilient infrastructure systems. With our Leader raking in the report, Guidehouse highlights distinctions compared with other

ESCOs, noting Johnson Controls' demonstrated innovation in technology and financing options both within and outside of energy performance contracting structures, expanding the scope of energy efficiency solutions by addressing growing customer interest in areas such as comprehensive energy management, infrastructure upgrades, sustainability, decarbonization, and energy resilience. A link to our ranking can be found using the following link: https://guidehouseinsights.com/reports/Guidehouse-Insights-Leaderboard-Energy-Service-Companies
Quoting from the report, Guidehouse described our position as follows: "Over the past five years, Johnson Controls has made significant strides, which has helped it secure the number two spot in the 2023 Guidehouse Insights Leaderboard. It has exceled in its go-to-market strategy for decarbonization and sustainability projects."

ISO Certification

Our business is committed to providing quality products and services that meet or exceed the expectations of our customers, following the highest safety standards and taking the necessary steps to minimize our operations' effect on the environment. As such, we adhere to the highest industry standards and follow established best practices and guidelines, using third-party audits to affirm our compliance with these established practices.

We have a company-wide environmental, health and safety policy that is supported by our local, regional and site-specific employee health and safety policies and programs. Our health and safety policies are developed in line with our Zero Harm vision and are designed to protect employees and the environment and include local and regional regulatory requirements and industry standards (e.g., European Union, US-OSHA, National Fire Protection Association, country-specific) where necessary. The policy is reviewed annually.

For our health and safety management systems, we follow the principles of the internationally leading ISO 45001 standard or operate in compliance with the standard. However, we do not require external certifications for all operations. As part of the ISO 45001 standard and other applicable health and safety standards, we require teams at our locations to perform regular safety audits to ensure proper safety policies, program procedures, analysis and training are in place. Audit data is used to create improvement and corrective action plans.

In addition, various locations maintain other key certifications including ISO 9001, ISO 14001 and ISO 50001. We engage an independent third-party conformity assessment and certification vendor to audit selected operations for adherence to our global health and safety standards. In addition to management systems certifications for ISO 9001, ISO 14001 and ISO 45001, the third-party auditor also performs specialized audits for location-specific health and safety issues (e.g., ergonomics, industrial hygiene, machine guarding, OSHA record keeping, NFPA 70e live electrical, confined space). The on-time completion of any findings identified during these audits is also an enterprise leading indicator. 56% of our manufacturing facilities are ISO 14001 certified and another 15% are compliant.

Associations and Memberships

We minimize risk for our clients by remaining active in a wide range of associations. Our ability to successfully implement a wide variety of energy efficiency improvements in all facility settings will provide you with the assurance that your project will be successful.

- ASHRAE
- Association of Energy Engineers (AEE)
- Building Office Management Association (BOMA)
- International Facilities Management Association (IFMA)

- National Association of Minority Contractors
- National Minority Supplier Development Council
- Energy Services Coalition (ESC)
- U.S. Green Building Council
  - A national coalition representing all sectors of the building industry (architects, environmental groups, engineers, utilities, product manufacturers, universities, building owners, and Federal, State, Local Government)
  - Promote the design, construction and operation of environmentally responsible, profitable, healthy places to live and work
  - Launched LEED in 2000, the most complete rating system for green buildings
  - Piloting LEED for Existing Buildings 2002
- American Correctional Association (ACA)
- Association of Physical Plant Administrators (APPA):
  - Johnson Controls is a long-standing active APPA member and education partner. The company's major APPA activities include: national, regional and local conventions in 40 locations; program and event sponsorships; and providing speakers and/or facilitators for business-education forums and workshops. Johnson Controls, Inc. also sponsors engineering co-op and internship programs, and joint product research projects.
- Construction and Maintenance Institute (CMI)
- Energy Efficiency Global Forum
  - Business executives, government leaders and advocates from across sectors and continents convene for actionable dialogues on advancing energy efficiency
  - Johnson Controls is a Silver Sponsor
- National Association of Colleges and University Business Officers (NACUBO)
- National Association of Energy Service Companies (NAESCO)
- National Association of State Energy Officials (NASEO)
- National Association of State Facilities Administrators (NASFA)
- World Sustainable Hospitality Alliance

Docusign Envelope ID: 26D0A1CD-D8C9-472F-90A0-5FE800BE8906

PROPOSAL FORM 4: CLEAN AIR WATER ACT

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S.C. 1857 (h)/42 U.S.C. 7401-7671q), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368/33 U.S.C. 1251-1387), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Potential Vendor: Johnson Controls, Inc.

Title of Authorized Representative: Albert C. Young III - VP, Global and NA Strategic Accounts

Mailing Address: 5757 N. Green Bay Avenue, Milwaukee, WI 53209

Signature: Albert Young

Docusign Envelope ID: 26D0A1CD-D8C9-472F-90A0-5FE800BE8906

PROPOSAL FORM 5: DEBARMENT NOTICE

I, the Vendor, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations, and I am not listed as a party for governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180.

Potential Vendor: Johnson Controls, Inc.

Title of Authorized Representative: Albert C. Young III- VP, Global and NA Strategic Accounts

Mailing Address: 5757 N. Green Bay Avenue, Milwaukee, WI 53209

Signature: Albert Young

Docusign Envelope ID: 26D0A1CD-D8C9-472F-90A0-5FE800BE8906

PROPOSAL FORM 6: LOBBYING CERTIFICATION

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 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/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid 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 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 contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," 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 sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Albert Young
_____
Signature of Respondent

August 18, 2025
Date

Docusign Envelope ID: 26D0A1CD-D8C9-472F-90A0-5FE800BE8906

PROPOSAL FORM 7: CONTRACTOR CERTIFICATION REQUIREMENTS

Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The Respondent complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the Region 10 ESC Participating entities in which work is being performed.

Fingerprint & Criminal Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The Respondent shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

Albert Young
_____ August 18, 2025

Signature of Respondent Date

Docusign Envelope ID: 26D0A1CD-D8C9-472F-90A0-5FE800BE8906

PROPOSAL FORM 8: ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)

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 proposal, 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 proposal, neither I nor any representative of the Company has violated any federal antitrust law; and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal 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.

VENDOR Johnson Controls, Inc.

ADDRESS 5757 N. Green Bay Avenue

Milwaukee, WI 53209

PHONE 443.□7□.8813

FAX NA

RESPONDANT

Thomas Staves
Signature

Thomas Staves
Printed Name

National Sales Manager, Cooperative Contracts
Position with Company

AUTHORIZING OFFICIAL

Albert Young
Signature

Albert C. Young, III
Printed Name

VP, Global & NA Strategic Accounts
Position with Company

PROPOSAL FORM 9: IMPLEMENTATION OF HOUSE BILL 1295

Certificate of Interested Parties (Form 1295):
In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:
Staring on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.
https://www.ethics.state.tx.us/filinginfo/1295/

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1349957

Date Filed:
08/14/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Johnson Controls, Inc.
Milwaukee, WI United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Equalis Group/Region 10 ESC

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

R10-1177
HVAC & FACILITY SYSTEMS, AUTOMATION, INSTALLATION, SERVICE AND RELATED PRODUCTS & SERVICES

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Region 10 ESC	Richardson, TX United States		X

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

PROPOSAL FORM 10: BOYCOTT CERTIFICATION AND TERRORIST STATE CERTIFICATION

BOYCOTT CERTIFICATION

Unless exempted by Texas Government Code Chapter 2271, Respondent must certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Does vendor agree? AY
(Initials of Authorized Representative)

Unless exempted by Texas Government Code Chapter 2274, Respondent must certify that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Unless exempted by Texas Government Code Chapter 2276, Respondent must also certify that it does not boycott energy companies; and will not boycott energy companies during the term of the contract.

Does vendor agree? AY
(Initials of Authorized Representative)

TERRORIST STATE CERTIFICATION

In accordance with Texas Government Code, Chapter 2252, Subchapter F, Region 10 ESC is prohibited from entering into a contract with a company that is identified on a list prepared and maintained by the Texas Comptroller or the State Pension Review Board under Texas Government Code Sections 806.051, 807.051, or 2252.153. By execution of any agreement, the respondent certifies to Region 10 ESC that it is not a listed company under any of those Texas Government Code provisions. Responders must voluntarily and knowingly acknowledge and agree that any agreement shall be null and void should facts arise leading the Region 10 ESC to believe that the respondent was a listed company at the time of this procurement.

Does vendor agree? AY
(Initials of Authorized Representative)

PROPOSAL FORM 11: RESIDENT CERTIFICATION

This Certification Section must be completed and submitted before a proposal can be awarded to your company. In order for a proposal to be considered, the following information must be provided. Failure to complete may result in rejection of the proposal:

As defined by Texas House Bill 602, a "nonresident Bidder" means a Bidder whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
Texas or Non-Texas Resident

- ☐ I certify that my company is a **"resident Bidder"**
- ☒ I certify that my company qualifies as a **"nonresident Bidder"**

If you qualify as a "nonresident Bidder," you must furnish the following information:

What is your resident state? (The state your principal place of business is located.)

Johnson Controls, Inc	5757 N. Green Bay Avenue	Company Name
	Address	
Milwaukee, WI 53209		City
State	Zip	

PROPOSAL FORM 12: FEDERAL FUNDS CERTIFICATION FORM

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or "EDGAR" requirements). All Vendors submitting proposals must complete this Federal Funds Certification Form regarding Vendor's willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using federal grant funds. This completed form will be made available to participating agencies for their use while considering their purchasing options when using federal grant funds. Participating agencies may also require Vendors to enter into ancillary agreements, in addition to the contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a vendor fails to complete any item in this form, Region 10 ESC will consider the Vendor's response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

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 USC 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.

Any Contract award will be subject to Region 10 ESC General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, participating agency ancillary contract, or Member Construction Contract agreed upon by Vendor and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the Region 10 ESC Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

Does vendor agree? AY

(Initials of Authorized Representative)

2. Termination for Cause or Convenience:

When a participating agency expends federal funds, the participating agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. participating agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if participating agency believes, in its sole discretion that it is in the best

interest of participating agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency's best interest.

Does vendor agree? AY

(Initials of Authorized Representative)

3. Equal Employment Opportunity:

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

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

Does vendor agree? AY

(Initials of Authorized Representative)

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all participating agency prime construction contracts/purchases in excess of $2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 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, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 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.

Does vendor agree? AY

(Initials of Authorized Representative)

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all participating agency contracts or purchases in excess of $100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is 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 USC 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.

Does vendor agree? AY

(Initials of Authorized Representative)

6. Right to Inventions Made Under a Contract or Agreement:

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

Vendor agrees to comply with the above requirements when applicable.

Does vendor agree? AY

(Initials of Authorized Representative)

7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 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 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Does vendor agree? AY

(Initials of Authorized Representative)

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3CFR 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.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all participating agencies with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does vendor agree? _____AY_____

(Initials of Authorized Representative)

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors 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 USC 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. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Does vendor agree? _____AY_____

(Initials of Authorized Representative)

10. Procurement of Recovered Materials:

For participating agency purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery,

and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor agree? AY

(Initials of Authorized Representative)

11. Profit as a Separate Element of Price:

For purchases using federal funds in excess of $150,000, a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a participating agency, Vendor agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

Does vendor agree? AY

(Initials of Authorized Representative)

12. Domestic Preference

Vendor must be prepared to provide a comprehensive list of the number of goods, products, and/or materials (including but not limited to iron, aluminum, steel, cement, and other manufactured products) being used for specific purchase orders under the contract award which were produced in the United States upon request to Region 10 ESC or any Equalis member who intends to use this contract with federal funds.

Does vendor agree? AY

(Initials of Authorized Representative)

13. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Vendor agrees that recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from companies described in Public Law 115-232, section 889. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country are also prohibited.

Does vendor agree? AY

(Initials of Authorized Representative)

14. General Compliance and Cooperation with Participating Agencies:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a participating agency, it shall make a good faith effort to work with participating agencies to provide such information and to satisfy such requirements as may apply to a particular participating agency purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

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Does vendor agree? AY

(Initials of Authorized Representative)

15. Applicability to Subcontractors

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does vendor agree? AY

(Initials of Authorized Representative)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Johnson Controls, Inc.

Company Name

Albert Young

Signature of Authorized Company Official

Albert C. Young III

Printed Name

VP, Global and NA Strategic Accounts

Title

August 18, 2025

Date

PROPOSAL FORM 13: FEMA REQUIREMENTS

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or "EDGAR" requirements). Additionally, Appendix II to Part 200 authorizes FEMA to require or recommend additional provisions for contracts.

All respondents submitting proposals must complete this FEMA Recommended Contract Provisions Form regarding respondent's willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using FEMA funds. This completed form will be made available to Members for their use while considering their purchasing options when using FEMA grant funds. Members may also require Supplier Partners to enter into ancillary agreements, in addition to the contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Respondent should certify Respondent's agreement and ability to comply, where applicable, by having respondents authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a Respondent fails to complete any item in this form, Region 10 ESC will consider the respondent's response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Supplier Partner using federal funds.

1. *Access to Records*

For All Procurements

The Winning Supplier agrees to provide the participating agency, the pass-through entity (if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Winning Supplier agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Winning Supplier agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

Does Respondent agree? _AY
(Initials of Authorized Representative)

For Contracts Entered into After August 1, 2017 Under a Major Disaster or Emergency Declaration

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the participating agency, and the Winning Supplier acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States."

Does Respondent agree? _AY
(Initials of Authorized Representative)

2. *Changes*

FEMA recommends that all contracts include a changes clause that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may depend on the nature of the contract and the procured item(s) or service(s). The participating agency should also consult their servicing legal counsel to determine whether and how contract changes are permissible under applicable state, local, or tribal laws or regulations.

Does Respondent agree? AY
(Initials of Authorized Representative)

3. *Use of DHS Seal, Logo, and Flags*

The Winning Supplier shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

Does Respondent agree? AY
(Initials of Authorized Representative)

4. *Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding*

This is an acknowledgement that when FEMA financial assistance is used to fund all or a portion of the participating agency's contract with the Winning Supplier, the Winning Supplier will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Does Respondent agree? AY
(Initials of Authorized Representative)

5. *No Obligation by Federal Government*

The federal government is not a party to this or any contract resulting from this or future procurements with the participating agencies and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Does Respondent agree? AY
(Initials of Authorized Representative)

6. *Program Fraud and False or Fraudulent Statements or Related Acts*

The Winning Supplier acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Does Respondent agree? AY
(Initials of Authorized Representative)

7. *Affirmative Socioeconomic Steps*

If subcontracts are to be let, the Winning Supplier is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Does Respondent agree? AY
(Initials of Authorized Representative)

8. *License and Delivery of Works Subject to Copyright and Data Rights*

The Winning Supplier grants to the participating agency, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Winning Supplier will identify such data and grant to the participating agency or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Winning Supplier will deliver to the participating agency data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the (insert name of the non-federal entity).

Does Respondent agree? AY
(Initials of Authorized Representative)

PROPOSAL FORM 14: ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS

AZ Compliance with Federal and state requirements: Contractor agrees when working on any federally assisted projects with more than $2,000.00 in labor costs, to comply with all federal and state requirements, as well as Equal Opportunity Employment requirements and all other federal and state laws, statutes, etc. Contractor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. Contractor must retain records for three years to allow the federal grantor agency access to these records, upon demand. Contractor also agrees to comply with the Arizona Executive Order 75-5, as amended by Executive Order 99-4.
When working on contracts funded with Federal Grant monies, contractor additionally agrees to comply with the administrative requirements for grants, and cooperative agreements to state, local and federally recognized Indian Tribal Governments.

AZ Compliance with workforce requirements: Pursuant to ARS 41-4401, Contractor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS 23-214 subsection A, which states, …"every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program"
Region 10 ESC reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. Region 10 ESC and its members reserve the right to inspect the papers of any contractor or subcontract employee who works under this contract to ensure compliance with the warranty above.

AZ Contractor Employee Work Eligibility: By entering into this contract, contractor agrees and warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. Region 10 ESC and/or Region 10 ESC members may request verification of compliance from any contractor or sub contractor performing work under this contract. Region 10 ESC and Region 10 ESC members reserve the right to confirm compliance. In the event that Region 10 ESC or Region 10 ESC members suspect or find that any contractor or subcontractor is not in compliance, Region 10 ESC may pursue any and all remedies allowed by law, including but not limited to suspension of work, termination of contract, suspension and/or debarment of the contractor. All cost associated with any legal action will be the responsibility of the contractor.

AZ Non-Compliance: All federally assisted contracts to members that exceed $10,000.00 may be terminated by the federal grantee for noncompliance by contractor. In projects that are not federally funded, Respondent must agree to meet any federal, state or local requirements as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

Registered Sex Offender Restrictions (Arizona): For work to be performed at an Arizona school, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are present, or reasonably expected to be present. Contractor 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 Region 10 ESC member's discretion. Contractor must identify any additional costs associated with compliance to this term. If no costs are specified, compliance with this term will be provided at no additional charge.

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Offshore Performance of Work Prohibited: Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States.

Terrorism Country Divestments: In accordance with A.R.S. 35-392, Region 10 ESC and Region 10 ESC members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contractor warrants compliance with the Export Administration Act.

The undersigned hereby accepts and agrees to comply with all statutory compliance and notice requirements listed in this document.

Albert Young — August 18, 2025

Signature of Respondent — Date

Docusign Envelope ID: 26D0A1CD-D8C9-472F-90A0-5FE800BE8906

PROPOSAL FORM 15: OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the Respondent shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: Johnson Controls, Inc.

Street: 5757 N. Green Bay Avenue

City, State, Zip Code: Milwaukee, WI 53209

Complete as appropriate:

I _____ , certify that I am the sole owner of _____ , that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____ , a partner in _____ , do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I Albert C. Young III *, an authorized representative of* Johnson Controls, Inc. *, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.*

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest
Dodge & Cox	555 California St., 40th Fl., San Francisco, CA 94104	10.23□
Vanguard Group, Inc.	455 Devon Park Dr., Valley Forge, PA 19482	10.□0□

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Albert Young — VP, Global and NA Strategic Accounts — August 18, 2025

Authorized Signature and Title ***Date***

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PROPOSAL FORM 16: NON-COLLUSION AFFIDAVIT
Company Name:
Street:
City, State, Zip Code:

State of New Jersey

County of Milwaukee

I, Albert C. Young III *of the* Milwaukee
Name *City*

in the County of Milwaukee, *State of* Wisconsin *of full age, being duly sworn according to law on my oath depose and say that:*

I am the VP, Global & NA Strategic Accts. *of the firm of* Johnson Controls, Inc.
Title *Company Name*

the Respondent making the Proposal for the goods, services or public work specified under the Harrison Township Board of Education attached proposal, and that I executed the said proposal with full authority to do so; that said Respondent has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said bid proposal and in this affidavit are true and correct, and made with full knowledge that the Harrison Township Board of Education relies upon the truth of the statements contained in said bid proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

Johnson Controls, Inc.
Company Name

Albert Young VP, Global and NA Strategic Accounts
Authorized Signature & Title

Subscribed and sworn before me

this 22nd day of August, 2025

Erin S Anderson

Notary Public of Wisconsin
My commission expires 12/8, 2026

SEAL

ERIN S ANDERSON
Notary Public
State of Wisconsin

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PROPOSAL FORM 17: AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)

Company Name: Johnson Controls, Inc.
Street: 5757 N. Green Bay Avenue
City, State, Zip Code: Milwaukee, WI 53209

Bid Proposal Certification:

Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)
Vendors must submit with proposal:

1. *A photo copy of their Federal Letter of Affirmative Action Plan Approval* _____

OR

2. *A photo copy of their Certificate of Employee Information Report* X

OR please see following page

3. *A complete Affirmative Action Employee Information Report (AA302)* _____

Public Work – Over $50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the Harrison Township Board of Education X

B. Approved Federal or New Jersey Plan – certificate enclosed _____

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Albert Young VP, Global and NA Strategic Accounts August 18, 2025

Authorized Signature and Title ***Date***

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color,

Certification **244**

CERTIFICATE OF EMPLOYEE INFORMATION REPORT **RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-Jun-2023** to **15-Jun-2026**

JOHNSON CONTROLS, INC.
264 FERNWOOD AVE.
EDISON **NJ** **08837**

ELIZABETH MAHER MUOIO
State Treasurer

national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

_____

Signature of Procurement Agent

PROPOSAL FORM 18: C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information is available in Local Finance Notice 2006-1 (https://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html).

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
   a) The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at https://www.state.nj.us/dca/divisions/dlgs/programs/pay_2_play.html They will be updated from time-to-time as necessary.
   b) A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
   c) Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
   d) The form may be used "as-is", subject to edits as described herein.
   e) The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
   f) The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

1. any State, county, or municipal committee of a political party
2. any legislative leadership committee*
3. any continuing political committee (a.k.a., political action committee)
4. any candidate committee of a candidate for, or holder of, an elective office:

1. of the public entity awarding the contract
2. of that county in which that public entity is located
3. of another public entity within that county
4. or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county. The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

5. individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
6. all principals, partners, officers, or directors of the business entity or their spouses
7. any subsidiaries directly or indirectly controlled by the business entity
8. IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs). When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act. The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

NOTE: This section does not apply to Board of Education contracts.

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker

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of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	Johnson Controls, Inc.		
Address:	5757 N. Green Bay Avenue		
City:	Milwaukee	State: WI	Zip: 53209

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Albert Young	Albert C. Young III	VP, Global and NA Strategic Accounts
Signature	Printed Name	Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
Not Applicable	Not Applicable	Not Appliacble	$ Not Applicable

☐ Check here if the information is continued on subsequent page(s)

Continuation Page
C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Required Pursuant To N.J.S.A. 19:44A-20.26
Page ___ of _____

Vendor Name:

Contributor Name	Recipient Name	Date	Dollar Amount
Not Applicable	Not Applicable	Not Applicable	$ Not Applicable

☐ Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26
County Name:
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED, CUSTOMIZABLE FORM.

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PROPOSAL FORM 19: STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership	☐ Sole Proprietorship	☐ Limited Liability Partnership
	☐ Limited Partnership	
☒ Corporation	☐ Limited Liability Corporation	☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Dodge & Cox Home Address: 555 California St., 40th Floor Fl., San Francisco, CA 94104	Name: Vangaurd Group, Inc. Home Address: 455 Devon Park Drive Valley Forge, PA 19482
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:
Subscribed and sworn before me this 22nd day of August, 2025 (Notary Public) Erin S Anderson My Commission expires: December 8, 2026	Albert Young (Affiant) Albert C. Young III- VP Global and NA Strategic Accounts (Print name & title of affiant) (Corporate Seal)

ERIN S ANDERSON
Notary Public
State of Wisconsin

JOHNSON CONTROLS, INC. CORPORATE SEAL WISCONSIN

PROPOSAL FORM 21: EQUALIS GROUP ADMINISTRATION AGREEMENT

Requirements for Master Agreement To be administered by Equalis Group

Attachment A, Equalis Group Administrative Agreement is used in administering Master Agreements with Region 10 and is preferred by Equalis Group. Redlined copies of this agreement should not be submitted with the response. Should a respondent be recommended for award, this agreement will be negotiated and executed between Equalis Group and the respondent. **Respondents must select one of the following options for submitting their response**.

☐ Respondent agrees to all terms and conditions outlined in each of the Administration Agreement.

☒ Respondent wishes to negotiate directly with Equalis Group on terms and conditions outlined in the Administration Agreement. Negotiations will commence after sealed Proposals are opened and Region 10 has determined the respondent met all requirements in their response and may be eligible for award.

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PROPOSAL FORM 22: OPEN RECORDS POLICY ACKNOWLEDGEMENT AND ACCEPTANCE

OPEN RECORDS POLICY ACKNOWLEDGMENT AND ACCEPTANCE

Be advised that all information and documents submitted will be subject to the Public Information Act requirements governed by Chapter 552 of the Texas Government Code.

Because contracts are awarded by a Texas governmental entity, all responses submitted are subject to release as public information after contracts are executed. If a Respondent believes that its response, or parts of its response, may be exempted from disclosure to the public, the Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempted from disclosure. In addition, the Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Respondent must provide this information on the "Acknowledgement and Acceptance to Region 10 ESC's Public Information Act Policy" form found on the next page of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 10 ESC must provide the OAG with the information requested in order for the OAG to render an opinion. In such circumstances, Respondent will be notified in writing that the material has been requested and delivered to the OAG. Respondent will have an opportunity to make arguments to the OAG in writing regarding the exception(s) to the TPIA that permit the information to be withheld from public disclosure. Respondents are advised that such arguments to the OAG must be specific and well-reasoned--vague and general claims to confidentiality by the Respondent are generally not acceptable to the OAG. Once the OAG opinion is received by Region 10 ESC, Region 10 ESC must comply with the opinions of the OAG. Region 10 ESC assumes no responsibility for asserting legal arguments on behalf of any Respondent. Respondents are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

After completion of award, these documents will be available for public inspection.

Signature below certifies complete acceptance of Region 10 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary). Check one of the following responses to the Acknowledgment and Acceptance of Region 10 ESC's Open Records Policy below:

☒ We acknowledge Region 10 ESC's Public Information Act policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

(*Note: All information believed to be a trade secret or proprietary must be listed below. It is further understood that failure to identify such information, in strict accordance with the instructions below, will result in that information being considered public information and released, if requested under the Public Information Act.)*

☐ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

August 18, 2025
Date

Albert Young VP, Global and NA Strategic Accounts
Authorized Signature & Title

October 17, 2025

Johnson Controls, Inc.
Tom Staves, National Sales Manager, Cooperative Contracts
5757 N. Green Bay Ave.
Milwaukee, WI 53209

Re: RFP # R10-1177 HVAC & Facility Systems, Automation, Installation, Service and Related Products & Services

Dear Mr. Staves:

Congratulations! The Education Service Center Region 10 Board of Directors met on Wednesday, October 15, 2025 and awarded RFP # R10-1177 HVAC & Facility Systems, Automation, Installation, Service and Related Products & Services to G&R Controls Inc.

Your contract number will be R10-1177D. This contract will become effective on November 1, 2025 and will have an initial term of two (2) years with three (3) optional one year renewals.

Please note that if your company offered architecture and engineering services or ESCO projects in your response, those services may **not** be offered through this contract in the state of Texas and are not included in this award.

Thank you for submitting your response. We look forward to working with you.

Regards,

Clint Pechacek

Clint Pechacek

Purchasing Consultant

PROPOSAL

TO: Interested Bidders

DATE: May 14th, 2026

PROJECT: Village of Western Springs BAS Renovation

This Proposal is in accordance with the Johnson Controls Equalis Group contract #R10-1177D

JCI BUILDING AUTOMATION SYSTEM (BAS) PROPOSAL

Scope of Work

Johnson Controls (JCI) is pleased to provide the following scope of work and pricing for the Village of Western Springs BAS Renovation based on the site walks dated March 5th and March 17th.

1. **Metasys Supervisory Network Engine**
   - Provide new Johnson Controls supervisory engine, with the following capabilities:
     - Trending
     - Scheduling
     - Reporting
     - User Interface with basic graphics

2. **(1) Air Handling Unit**
   - Demo existing AHU controller and panel, wiring to be reused
     - Working end devices
   - Furnish and install new programmable controller with panel
   - Furnish and install new outdoor air temperature sensor
   - Checkout existing end devices and acknowledge non-working sensors

3. **(3) VAV Boxes with Hot Water Reheat**
   - Demolish existing VAV box controls
   - Furnish and install programmable new VAV controller with built-in actuator
   - Furnish and install discharge air temperature sensor
   - Furnish and install zone temperature sensor with adjustable setpoint
   - Furnish hot water heating control valve, installed by mechanical contractor (Not Included)

4. **(19) VAV Boxes**
   - Demolish existing zone temperature sensors
   - Furnish and install new zone temperature sensor with adjustable setpoint
     - Wire back to existing VAV controller

Alternate Add 1: (3) Exhaust Fans
- Furnish and install programmable controller in AHU panel
- Furnish and install command and status relay per exhaust fan

Alternate Add 2: (7) Electric Duct Heaters
- Demo existing line voltage thermostat
- Furnish and install (2) programmable controllers with individual panels
- Furnish and install command relay and status switch per heater
- Furnish and install new zone temperature sensor per heater
  - Wired back to new controllers

Alternate Add 3: (2) Locker Room Heaters

Men's Locker Room
- Furnish and install new heating control valve

- Wire back to VAV controller
    - Heating shall be commanded by existing zone temperature sensor

Women's Locker Room

- Furnish and install new command relay to electric baseboard heater
- Wire back to VAV controller
    - Heating shall be commanded by existing zone temperature sensor

TRAINING / WARRANTY

- Includes warranty for (1) years from date of owner's acceptance of certificate of substantial completion

CLARIFICATIONS:

- Includes Johnson Controls field equipment controllers and network sensors.
- Includes (4) hours of site training.
- Includes project management, engineering, and programming/commissioning.
- This proposal shall be included within any contract terms and conditions.
- No high-voltage 120V wiring included
- Pricing based on normal working hours, Monday-Friday

NOTES:

- Due to raw material pricing volatility, pricing shown may be subject to upcoming price increases.

**** This Proposal is Valid for 30 days from the proposed date. ****

Please request a quote refresh if quote is over 30 days old.

PRICING BREAKDOWN:

Description	Total Price
Base Bid – Building Automation System (BAS) Controls	**$ 83,420.00**
Alternate 1 – 3 Exhaust Fans	**+ $ 7,890.00**
Alternate 2 – 7 Electric Duct Heaters	**+ $ 25,690.00**
Alternate 3 – Locker Room Heaters	**+ $ 6,200.00**

Thank you for your consideration of JCI and other products on this project. Please call (224) 537-5750 if you have any questions.

This proposal incorporates, by reference, the attached terms and conditions. This proposal is hereby accepted and Johnson Controls, Inc. is authorized to proceed with the work; subject however, to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin.

Pricing for the above listed scope of work, equipment and services, is valid for thirty (30) days from date of receipt and excludes any applicable taxes.

Each party executing this quotation warrants and represents that it has full power and authority to enter into this agreement and bind itself to performance. Each party binds the party on behalf of which he or she signs.

Sincerely,

Rob Franco

Rob Franco
Sales Engineer
Johnson Controls, Building Efficiency Group

This proposal is hereby accepted with the attached terms and conditions and Johnson Controls, Inc. is authorized to proceed with the work; subject, however, to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin.

Purchaser:

X _____
Signature

Company:_____

Name:_____

Job #:_____

P.O.#:_____

CUSTOMER ACCEPTANCE:

In accepting this Agreement, Customer agrees to the terms and conditions contained herein including those on the following page(s) of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes requested by Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.**

Customer agrees to pay Johnson Controls pursuant to the progress-based billing schedule of values below. If the schedule of values includes an upfront deposit, it will be paid within 30 days of contract signing and Johnson Controls will not commence work until the upfront deposit is received. Customer agrees to pay for materials, goods, and equipment (ordered, delivered, or stored) pursuant to the schedule of values, prior to installation commencement. The remaining portion of the total price will be progress billed through completion of the work. Johnson Controls progress-based billing can also include any services performed on-site or off-site. All invoices will be delivered via email, paid via ACH/EFT bank transfer and are due NET 30 days from the date of the invoice. ACH/EFT bank transfer details will be provided upon contract execution. The proposed total price is contingent on Customer agreeing to these payment and invoicing terms.

Schedule of Values	
Description of Work	%
Deposit	%
Mobilization	10%
Engineering	TBD*
Material	TBD*
Installation	TBD*
Commissioning	TBD*
*To be mutually agreed upon in writing at a later date	

This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

To ensure that JC is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing:

☐**No:** This signed contract satisfies requirement ☐**Yes:** Please reference this PO Number _____

AR Invoices are accepted via e-mail: ☐**YES:** E-mail address to be used: _____
☐**NO:** Please submit invoices via mail
☐**NO:** Please submit via _____

Deposit Invoice accepted (_____%):

☐**No:** ☐**Yes:**

Standard Terms and Conditions – U.S.A. and Canada

"JC" or "Johnson Controls" shall mean Johnson Controls Building Solutions, LLC for work performed in the U.S.A. and Johnson Controls Canada LP for work performed in Canada. These terms and conditions are an integral part of JC's offer and form the basis of any agreement (the "Agreement" resulting from JC's proposal for the goods and/or services described. By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

(1) SCOPE OF WORK. This proposal is based upon the use of straight time labor only. JC and its subcontractors shall be provided access to the work site during regular business hours, or such other hours as may be requested by JC, including sufficient areas for staging, mobilization and storage. Plastering, patching and painting are excluded. "In-line" duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by JC, shall be distributed and installed by others under JC's supervision but at no additional cost to JC. Purchaser agrees to provide JC with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. JC agrees to keep the job site clean of debris arising out of its own operations. JC's obligation is limited to the scope of work set forth in JC's proposal and does not include any modifications to the work site under the Americans with Disabilities Act or any other law or building code(s). In no event shall JC be required to perform any work JC reasonably believes is outside the scope of work without a written change order signed by Purchaser and JC. In the performance of the work, if JC encounters conditions at the work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings or (ii) unknown physical or pre-existing conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the type and character of the work, JC shall notify Purchaser of such conditions. If such conditions differ materially and cause an increase in JC's costs of, or time required for, performance of any part of the work, JC shall be entitled to and Purchaser shall consent by change order to, an equitable adjustment of the contract price, contract time or both. Purchaser shall not charge any retention or back charge JC for any costs or expenses without JC's written consent unless specifically noted in the statement of the scope of work or services undertaken by JC under this Agreement, JC's obligations under this Agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environmental hazards or dangerous substances, to include but not be limited to asbestos or PCSs, discovered in or on the premises. Any language or provision of the Agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JC shall not operate to compel JC to perform any work relating to such hazards or substances without JC's express written consent.

(2) DEPOSIT, INVOICING & PAYMENTS. Purchaser agrees to pay JC pursuant to the progress billing schedule of values set forth in JC's proposal. If the schedule of values includes an upfront deposit, it will be paid within 30 days of contract signing and JC will not commence work until the upfront deposit is received. Customer agrees to pay for materials, goods, and equipment (ordered, delivered, or stored) pursuant to the schedule of values, prior to installation commencement. JC progress-based billing can also include services performed on-site or off-site. All invoices will be delivered via email, paid via ACH/EFT bank transfer and are due net 30 days from the date of invoice. ACH/EFT bank transfer details will be provided upon contract execution. The proposed total price is contingent on Purchaser agreeing to these payment and invoicing terms. Waivers of lien will be furnished upon request as the work progresses to the extent payments are received. Invoicing disputes must be identified in writing within 21 days of the date of invoice. Payments of any disputed amounts are due and payable upon resolution. All other undisputed amounts remain due within 30 days from the date of invoice. This Agreement is entered into with the understanding that the work or services to be provided by JC are not subject to any local, state, or federal prevailing wage statute. If it is later determined that local, state, or federal prevailing wage rates apply to JC's work or services, JC reserves the right to issue a modification or change order to adjust the wage rates to the required prevailing wage rate. Purchaser agrees to pay for the applicable prevailing wage rates. In the event of Purchaser's default, the balance of any outstanding amounts will be immediately due and payable. Payment is a condition precedent to JC's obligation to perform under the Agreement. Purchaser acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and that failure to make payment in full when due is a material breach of this Agreement. Purchaser further acknowledges that if there is any amount outstanding on an invoice, it is material to JC and will give JC, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any work and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend JC's obligations under or terminate this Agreement; and (ii) charge Purchaser interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full; and iii) pay all of JC's costs of collection, including (1) actual out of pocket expenses and (2) charge Purchaser a collection fee of twenty-five percent (25%) of the past due amount if collected through a collection agency or attorney and thirty-five percent (35%) if litigation is commenced to collect such past due amount. JC's election to continue providing future services does not, in any way diminish JC's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. JC shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring work or JC otherwise performs work or services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Purchaser disputes any late payment notice or JC's efforts to collect payment, Purchaser shall immediately notify JC in writing and explain the basis of the dispute. JC may increase prices upon notice to the Purchaser to reflect increases in material and labor costs. Prices may be adjusted by JC prior to shipment or installation to take into account increases in the cost of raw materials, component parts, third party products or labor rates or taxes; Trade Restrictions (as defined below); government actions; or to cover any unforeseen or other extra cost elements. "Trade Restrictions" means any additional or new tariff/duty, quota, tariff-rate quota, or cost associated with the withdrawal of tariff/duty concessions pursuant to a trade agreement(s). In the event JC is unable, after reasonable commercial efforts, to

acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Purchaser hereby agrees that JC may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. JC may terminate the work immediately upon notice to the Purchaser if JC, in its sole discretion, determines that the premises are unsafe to be accessed by JC's employees or subcontractors.

(3) MATERIALS. If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of JC, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, JC shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore. Orders for materials or equipment included may by cancelled or modified by Purchaser only with JC's express written consent. If cancellation or modification is allowed, Purchaser agrees to pay to JC all expenses incurred and damage sustained by JC on account of such cancellation or modification, plus a reasonable profit. At a minimum, Purchaser agrees to pay the following cancellation charges if JC consents to cancellation in writing of equipment manufactured by JC: For stock units, Purchaser will owe a restocking fee of ten percent (10%) of total sale price for such units. For custom units, cancelled by Purchaser after release to fabrication, cancellation charges shall be calculated according to the following formula: Cancellation charge = (X+ 0.1) x custom equipment sell price / Y, where X = number of weeks from date of release for fabrication to the date of Purchaser notice of cancellation and Y = number of weeks for delivery as offered at the time of the contract. JC shall also be entitled to recover for all on site labor performed up to cancellation, plus reasonable demobilization costs.

(4) LIMITED WARRANTY. JC warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of twelve (12) monthly from delivery of said equipment, or if installed by JC, for a period of twelve (12) months from installation, whichever occurs first. No warranty is provided for third-party products and equipment installed or furnished by JC. Such products and equipment are provided with the third-party manufacturer's warranty to the extent available, and JC will transfer the benefits, together with all limitations, of that manufacturer's warranty to Purchaser. For equipment installed by JC, if Purchaser provides written notice to JC of any such defect within thirty (30) days after the appearance or discovery of such defect, JC shall, at its option, repair or replace the defective equipment. All transportation charges incurred in connection with the warranty for equipment not installed by JC shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. **THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.** JC makes no and specifically disclaims all representations or warranties that the services, products, software or third-party product or software will be secure from cyber threats, hacking or other similar malicious activity, or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

(5) LIABILITY. To the maximum extent permitted by law, in no event shall JC and its affiliates and their respective personnel, suppliers and vendors ("JC Parties") be liable to Purchaser or any third party under any cause of action or theory of liability even if advised of the possibility of such damages, for any: (a) special, incidental, indirect, punitive or consequential damages; (b) loss of business, use, profits, revenues, customer opportunities, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems arising in any manner from the equipment or material furnished or the work performed pursuant to this Agreement. In any case, the entire aggregate liability of the JC Parties under this Agreement for all damages, losses, causes of action, whether in contract, tort (including negligence), or otherwise, shall be limited to the amount actually received by JC for the performance of its obligations hereunder.

(6) TAXES/TARIFFS. Prices do not include taxes, fees, duties, tariffs, false alarm assessments, permits and levies or other charges imposed and/or enacted by a government, however designated or imposed (collectively, "Taxes"). All Taxes are the responsibility of Purchaser, unless Purchaser presents an exemption certificate acceptable to JC and the applicable taxing authorities. If JC is required to pay any such Taxes or other charges, Purchaser shall reimburse JC on demand. If any such exemption certificate is invalid, then Purchaser will immediately pay JC the amount of the Taxes, plus penalties and interest.

(7) SCHEDULE. JC and Purchaser shall mutually agree upon a schedule for completion of the work. In the event Purchaser desires to change or accelerate the schedule or the schedule is otherwise accelerated, delayed, or impacted for reasons beyond the control of JC, JC shall be entitled to a change order equitably adjusting the compensation of JC to account for the increased costs associated with such schedule changes.

(8) DELAYS. JC shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond JC's control, including, but not limited to Force Majeure Events, conditions of the premises, acts or omissions of the Purchaser, Owner or other contractors or delays caused by suppliers or subcontractors of JC.

(9) COMPLIANCE WITH LAWS. JC shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.

(10) DISPUTES. JC shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. For Purchasers located in the United State, the laws of Delaware shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Milwaukee, Wisconsin. For Purchasers located in Canada, the laws of Ontario shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Ontario, Canada. The parties waive any objection to the exclusive jurisdiction of the specified forums, including any objection based on forum non conveniens. In the event the matter is submitted to a court, JC and Purchaser hereby agree to waive their right to trial by jury. In the event the matter is submitted to arbitration by JC, the costs of arbitration shall be borne equally by the parties, and

the arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. Purchaser will pay all of JC's reasonable collection costs (including legal fees and expenses) as provided in Section 2. Except as provided below, no claim or cause of action, whether known or unknown, shall be brought by either party against the other more than one year after the claim first arose. Claims not subject to the one-year limitation include claims by JC for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies.

(11) INSURANCE. Insurance coverage in excess of JC's standard limits will be furnished when requested and required. No credit will be given or premium paid by JC for insurance afforded by others.

(12) INDEMNITY. To the fullest extent permitted by law, JC and Purchaser shall indemnify each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, actions, costs, expenses or liabilities to the extent attributable to the actions or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault.

(13) PATENTS. JC shall defend or, at its own option settle, any action against Purchaser brought by a third party to the extent that the action is based upon a claim that the equipment provided under the Agreement infringes any U.S. patents or copyrights for Purchasers located in the United States or Canadian patents or copyrights, for Purchasers located in Canada, or misappropriates any trade secrets of a third party ("Claim"), provided that: (i) Purchaser gives JC prompt written notice of any such Claim, (ii) Purchaser gives JC full authority to defend or settle any such Claim, and (iii) Purchaser gives JC proper and full information and assistance, at JC's expense (except for Purchaser's employees' time) to defend or settle any such Claim. JC will pay those costs and damages finally awarded against Purchaser in the action that are specifically attributable to the claim or those costs and damages agreed to in a monetary settlement of the action. THE FOREGOING IS IN LIEU OF ANY WARRANTIES OF NONINFRINGEMENT, WHICH ARE HEREBY DISCLAIMED. The foregoing obligation of JC does not apply with respect to products or equipment or portions or components thereof (a) not supplied by JC, (b) made in whole or in part in accordance with Purchaser or owner specifications, (c) which are modified after shipment or installation by JC, if the alleged infringement related to such modification, (d) combined with other products, processes or materials where the alleged infringement relates to such combination, (e) where Purchaser continues allegedly infringing activity after being notified thereof and/or after being informed of modifications that would have avoided the alleged infringement without significant loss of performance or functionality, or (f) where Purchaser's use of the product or equipment is incident to an infringement not resulting primarily from the product or equipment; Purchaser will indemnify JC and its officers, directors, agents, and employees from all damages, settlements, attorneys' fees and expenses related to a claim of infringement, misappropriation, defamation, violation of rights of publicity or privacy excluded from JC's indemnity obligation herein.

(14) OCCUPATIONAL SAFETY AND HEALTH. The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.

(15) PURCHASER RESPONSIBILITIES. Purchaser is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply JC secure Network access for providing its work or services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Purchaser and/or end user against unauthorized access. Purchaser is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the work, services or products.

(16) FORCE MAJEURE. JC shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by JC to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of JC, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of JC. If JC's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, JC shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if JC is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, JC will be entitled to extend the relevant completion date by the amount of time that JC was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases JC's cost to perform the services, Purchaser is obligated to reimburse JC for such increased costs, including, without limitation, costs incurred by JC for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by JC in connection with the Force Majeure Event.

(17) FAR. In the United States, JC supplies "commercial items" within the meaning of the Federal Acquisition Regulations (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. Government contract, JC will comply only with those mandatory flow-downs for commercial item and commercial services subcontracts listed either at FAR 52.244-6, or 52.212-5(e)(1), as applicable.

(18) DIGITAL ENABLED SERVICES; DATA. If JC provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the collection, transfer and ingestion of building, equipment, system time series, and other data to JC's cloud-hosted software applications. Customer consents to and grants JC the right to collect, transfer, ingest and use such data to enable JC and its affiliates and agents to provide, maintain, protect, develop and improve the Digital Enabled Services and JC products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all loss, or guarantee a certain level of performance. Customer shall be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network"), shall appropriately protect hardware and products connected to the Network and will supply JC secure Network access for providing its Digital Enabled Services. As used herein, "Digital Enabled Services" mean services provided hereunder that employ JC software and related equipment installed at Customer facilities and JC cloud-hosted software offerings and tools to improve, develop, and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote servicing and inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting. If Customer accesses and uses Software that is used to provide the Digital Enabled Services, the Software Terms (defined below) will govern such access and use. Certain equipment sold hereunder includes by default JC's Connected Equipment Services. Connected Equipment Services is a data-analytics and monitoring Software platform that uses a cellular or network connection to gather equipment performance data to assist JC in advising Purchaser on (and Purchaser in better understanding) such equipment's health, performance or potential malfunction. **If Purchaser's equipment includes Connected Equipment Services, such services will be on by default and the remote connection will continue to connect to Purchaser's Equipment through the full equipment lifecycle, unless Purchaser specifically requests in writing that JC disable the remote connection, or Purchaser discontinues or removes such remote connection.**

(19) JC DIGITAL SOLUTIONS. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, JC's standard terms for such Software and Software related professional services in effect from time to time at www.johnsoncontrols.com/techterms (collectively, the "Software Terms"). Specifically, the JC General EULA set forth at www.johnsoncontrols.com/buildings/legal/digital/generaleula governs access to and use of software installed on Customer's premises or systems and the JC Terms of Service set forth at www.johnsoncontrols.com/buildings/legal/digital/generaltos govern access to and use of hosted software products. The applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, JC and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Notwithstanding any other provisions of this Agreement, unless otherwise agreed, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted in the applicable statement of work, order or other applicable ordering document. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable, and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Customer shall pay all invoiced amounts within thirty calendar days after the date of invoice. Payments not made within such time period shall be subject to late charges as set forth in the Software Terms. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at Johnson Controls' then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

(20) PRIVACY.

(a) *JC as Processor.* Where JC factually acts as Processor of Personal Data on behalf of Purchaser (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa shall apply.

(b) *JC as Controller.* JC will collect, process and transfer certain personal data of Purchaser and its personnel related to the business relationship between it and Purchaser (for example names, email addresses, telephone numbers) as controller and in accordance with JC's Privacy Notice at https://www.johnsoncontrols.com/privacy. Purchaser acknowledges JC's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Purchaser consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by JC is mandatorily required from Purchaser's personnel under applicable law, Purchaser warrants and represents that it has obtained such consent.

(21) ASSIGNMENT. This Agreement is not assignable by the Purchaser except upon written consent of JC first being obtained. JC shall have the right to assign this Agreement, in whole or in part, or to subcontract any of its obligations under this Agreement without notice to Purchaser.

(22) CHANGES. No change or modification of any of the terms and conditions stated herein shall be binding upon Johnson unless accepted by Johnson in writing.

(23) ENTIRE AGREEMENT. This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.

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