

**CONTRACT BETWEEN THE CITY OF LOS ANGELES AND JOHNSON CONTROLS,
INC. TO PROVIDE MAINTENANCE PRODUCTS AND SUPPLIES FOR
THE HVAC SYSTEMS FOR LOS ANGELES WORLD AIRPORTS AT
LOS ANGELES INTERNATIONAL AIRPORT AND VAN NUYS AIRPORT**

THIS CONTRACT ("Contract"), made and entered into this _____ day of _____, 2025 ("Effective Date"), by and between the **CITY OF LOS ANGELES**, a municipal corporation and charter city ("City"), acting by order of and through its Board of Airport Commissioners (the "Board") of the Department of Airports (also known as Los Angeles World Airports or "LAWA"), and **JOHNSON CONTROLS, INC.**, ("Contractor").

RECITALS

WHEREAS the City desires to obtain maintenance, repair and operation services for the Facility Monitoring and Control Systems ("FMCS"), Network Automated Engines ("NAE"), Building Automation System ("BAS"), Heating, Ventilation and Air Conditioning ("HVAC") systems and Chiller systems, including related products and supplies, for LAWA at Los Angeles International Airport ("LAX") and Van Nuys Airport ("VNY"); and

WHEREAS, pursuant to a competitive bidding and selection process by Sourcewell, formerly known as the National Joint Powers Alliance ("NJPA"), a Minnesota-based Services Cooperative created by Minnesota Legislative Statute 123A.21, Sourcewell and Contractor executed Contract No. 080824-JHN (the "**Sourcewell Contract**"), to establish a national cooperative contract for HVAC and Facility Systems, Automation, Installation, Service and Related Products and Services for use by public agencies ("products and services"); and

WHEREAS, per Charter § 371(e)(8), the competitive bidding requirements of Charter § 371 do not apply to contracts for cooperative arrangements with other governmental agencies for the utilization of, among other contracts, the purchasing contracts of those agencies and any implementing agreements; and

WHEREAS, City and Contractor agree that the Sourcewell Contract is a vehicle by which City may contract directly with Contractor to provide products and services sought by the City; and

WHEREAS, LAWA has reviewed the Sourcewell Contract and this Contract and has determined that it is in the City's best financial interest to contract with the Contractor to provide products and services required by the City pursuant to the terms set forth in this Contract.

NOW, THEREFORE, Contractor and City agree and hereby contract for the City to purchase the services from Contractor pursuant to the following terms and conditions:

Section 1.0 Term of Contract. Notwithstanding any other provision herein, the term of this Contract shall commence on the Effective Date, and shall expire upon the expiration or earlier termination of the Sourcewell Contract, including any extensions or exercise of options thereto, but no later than three (3) years after the Effective Date; subject, however, to earlier termination in

accordance with the terms and conditions stated in this Contract.

Section 2.0 Contractor Scope and Fee.

2.1 Contractor agrees to provide facility, maintenance, repair and operation services for the FMCS, associated file NAE, BAS, HVAC systems and Chiller systems, including related products and supplies, to LAWA at LAX and VNY under the contractual terms and conditions set forth in the at the Airport pursuant to the contractual terms and conditions set forth in this Contract and the underlying Sourcewell Contract, Contractor's Planned Service Proposal to LAWA and Contractor's Price List ("Rate Schedule"). For the convenience of the parties, the Sourcewell Contract along with Contractor's Planned Service Proposal and Contractor's Price List ("Rate Schedule") (collectively, "Contract Documents") are attached hereto as Exhibit A, Exhibit B and Exhibit C, respectively. The Contract Documents are incorporated by reference as though set forth fully herein. In the event of a conflict between the terms and conditions of this Contract and the terms and conditions of the Contract Documents, all conflicts shall be resolved in favor of this Contract and all of its amendments, if any, over the Contract Documents.

2.2 The City shall pay the Contractor for the services supplied by Contractor pursuant to this Contract in accordance with the terms of the Contract Documents. The fees to be paid Contractor by the City for the services and any associated products and supplies provided under this Contract shall not exceed **Six Million Sixty-Three Thousand Seven Hundred and Twenty-Four Dollars and 00/100 Dollars (\$6,063,724.00)** for the Term of this Contract.

2.3 The stated amounts described in the Contract Documents are deemed to include all provisions for Contractor's compensation for the services, products and supplies provided under this Contract including, without limitation, fringe benefits, all out-of-pocket expenses, and overhead costs. The City is not obligated to pay for Contractor's time or expenses associated with travel unless specifically authorized by advance written notice from LAWA.

2.4 LAWA reserves the right to require additional substantiation of any payment request submitted if, in the opinion of the Chief Executive Officer or his or her designee (the "CEO"), such would be in the best interest of the City. In order to verify charges incurred and invoiced by Contractor in the performance of this Contract, Contractor agrees to make pertinent books and records available to the LAWA's representative at LAWA's Office at the address listed below upon fifteen (15) days notice.

2.5 The City shall, upon receipt and following approval of each payment request, remit to the Contractor, at the address specified in this Contract, the appropriate amount.

2.6 The City shall not be required to make payment(s) for any services, products or supplies if they have not yet been provided or if any services, products or supplies are deemed unsatisfactory by LAWA. The parties agree that the CEO shall make the final determination as to when Contractor's services, products or supplies or any part thereof are satisfactory to justify release of any given payment to Contractor under this Contract.

2.7 Contractor shall promptly pay, when due, any and all amounts payable for labor and material furnished in the performance of this Contract, so as to prevent or make unnecessary the filing of any claim, lien, or notice to withhold, as provided under and by virtue of the applicable provisions of the California Civil Code (commencing with Section 9000), and Contractor shall promptly pay all amounts due under the Unemployment Insurance Act with respect to such work or labor.

Section 3.0 Professional Standards. All work performed and services provided hereunder by Contractor shall be consistent with the professional standards of the industry in which they work.

Section 4.0 Notices.

4.1 Notice to the City. Written notices to LAWA hereunder, with a copy to the City Attorney of the City of Los Angeles, Airport Division, shall be given by registered or certified mail, postage prepaid, and addressed to:

**Department of Airports
1 World Way
Post Office Box 92216
Los Angeles, CA 90009-2216**

**Office of the City Attorney
Airport Division
1 World Way
Post Office Box 92216
Los Angeles, CA 90009-2216**

or to such other address as City may designate by written notice to Contractor.

4.2 Notice to Contractor. Written notices to Contractor hereunder, with a copy to the City Attorney of the City, shall be given by registered or certified mail, postage prepaid, and addressed to:

**Barnabas Path, CEM
Account Executive, Owner Direct
Johnson Controls, Inc.
7711 Center Avenue, Suite 650
Huntington Beach, CA 92647
Geza.Barnabas.Path@jci.com**

or to such other address as Contractor may designate by written notice to City.

4.3 The execution of any such notice(s) by the CEO shall be as effective as to Contractor as if it were executed by the Board, or by resolution or order of the Board, and Contractor shall not question the authority of the CEO to execute any such notice(s).

4.4 All such notices, except as otherwise provided herein, may either be delivered personally to CEO with a copy to the Office of the City Attorney of the City, Airport Division, in the one case, or to Contractor in the other case, or may deposited in the United States mail, properly addressed as aforesaid with postage fully prepaid by certified or registered mail, return receipt requested, and shall be effective five (5) days after deposit in the mail.

Section 5.0 City Held Harmless.

5.1 To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the City and any and all of the City's boards, departments, officers, directors, agents, employees, assigns and successors in interest from and against any and all suits, claims, causes of action, liability, losses, damages, demands or expenses (including, but not limited to, attorney's fees and costs of litigation), claimed by anyone (including Contractor and/or Contractor's agents or employees) by reason of injury to, or death of, any person(s) (including Contractor and/or Contractor's agents or employees), or for damage to, or destruction of, any property (including property of Contractor and/or Contractor's agents or employees) or for any and all other losses, founded upon or alleged to arise out of, pertain to, or relate to the Contractor's and/or sub-contractor's performance of the Contract, whether or not contributed to by any act or omission of the City, or of any of the City's boards, departments, officers, directors, agents or employees.

5.2 In addition, Contractor agrees to protect, defend, indemnify, keep and hold harmless the City, including all of the City's boards, departments, commissioners, officers, directors, agents, servants and employees, from and against any and all claims, damages, liabilities, losses and expenses arising out of any threatened, alleged or actual claim that the end product provided to LAWA by Contractor violates any patent, copyright, trade secret, proprietary right, intellectual property right, moral right, privacy, or similar right, or any other rights of any third party anywhere in the world. Contractor agrees to, and shall, pay all damages, settlements, expenses and costs, including costs of investigation, court costs and attorney's fees, and all other costs and damages sustained or incurred by the City arising out of, or relating to, the matters set forth above in this paragraph.

5.3 As to any Professional Liability claims, Contractor agrees to indemnify, keep, and hold harmless the City, including all of the City's boards, departments, commissioners, directors and employees, from and against any and all claims, damages, liabilities, losses and expenses to the extent arising out of the negligent acts, errors, or omissions of Contractor. The foregoing indemnity obligations shall be in line with section 2782.8 of the California Civil Code.

5.3 In Contractor's defense of the City under this Section, including but not limited to the negotiation, compromise, and settlement of any action, the City shall retain discretion in and control of the litigation, negotiation, compromise, settlement, and appeals there from, as required by the Los Angeles City Charter, particularly Article II, §§ 271, 272 and 273 thereof.

5.4 Survival of Indemnities. The provisions of this Section shall survive the termination of this Agreement.

Section 6.0 Restrictions and Regulations.

6.1 Contractor shall be solely responsible for fully complying with any and all applicable present and future rules, regulations, restrictions, ordinances, statutes, laws and orders of any federal, state, or local government authority.

6.2 Contractor shall be solely responsible for fully complying with any and all applicable present and/or future orders, directives, or conditions issued, given or imposed by the CEO which are now in force or which may be hereafter adopted by the Board and/or the CEO with respect to the operation of the Airport.

6.3 Contractor shall be solely responsible for any and all civil and/or criminal penalties assessed as a result of its failure to comply with any of these rules, regulations, restrictions, ordinances, statutes, laws, orders, directives and/or conditions.

Section 7.0 Independent Contractor.

7.1 It is the express intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venturer or partner of the City. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between Contractor and the City or between Contractor and any official, agent, or employee of the City. Both parties acknowledge that Contractor is not an employee of the City.

7.2 Contractor shall retain the right to perform services for others during the term of this Contract, unless specified to the contrary herein or prohibited by conflict of interest or ethics laws, regulations, or professional rules of conduct.

Section 8.0 Assignment or Transfer Prohibited.

8.1 Contractor shall not, in any manner, directly or indirectly, by operation of law or otherwise, hypothecate, assign, transfer, or encumber this Contract, or any portion thereof or any interest therein, in whole or in part, without the prior, written consent of CEO.

8.2 For purposes of this Contract, the terms "transfer" and "assign" shall include, but not be limited to, the following: (i) if Contractor is a joint venture, a limited liability company, or a partnership, the transfer of fifty percent (50%) or more of the interest or membership in the joint venture, the limited liability company, or the partnership; (ii) if Contractor is a corporation, any cumulative or aggregate sale, transfer, assignment, or hypothecation of fifty percent (50%) or more of the voting shares of Contractor; (iii) the dissolution by any means of Contractor; and, (iv) a change in business or corporate structure. Any such transfer, assignment, mortgaging, pledging, or encumbering of Contractor without the written consent of the CEO is a violation of this Contract and shall be voidable at LAWA's option and shall confer no right, title, or interest in or to this Contract upon the assignee, mortgagee, pledgee, encumbrancer, or other lien holder, successor, or purchaser.

Section 9.0 Default and Right of Termination.

9.1 In the event Contractor fails to abide by the terms, covenants and conditions of this Contract, LAWA shall give Contractor written notice to correct the defect or default and, if the same is not corrected, or substantial steps are not taken toward accomplishing such correction, within ten (10) days after LAWA's mailing such notification, the CEO may terminate this Contract forthwith upon giving Contractor a ten (10) day written notice.

9.2 A material default or breach of the terms of any other leases, license, permit, or contract held by Contractor with the City shall constitute a material breach of the terms of this Contract and shall give LAWA the right to terminate this Contract for cause in accordance with the procedures set forth herein.

9.3 Notwithstanding anything herein to the contrary, either party has the right to terminate this Contract, with or without cause, upon thirty (30) days advance written notice to the other party.

Section 10.0 Advertisements. Contractor shall not, at any time, under any circumstances, install, place, or maintain any type of advertising, on or at the Airport.

Section 11.0 Compliance With Applicable Laws.

11.1 Contractor shall, at all times during the performance of its obligations under this Contract, comply with all applicable present and/or future local, LAWA, State and Federal laws, statutes, ordinances, rules, regulations, restrictions and/or orders, including the hazardous waste and hazardous materials regulations, and the Americans With Disabilities Act of 1990. Contractor shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of Contractor's noncompliance with such enactments. Further, Contractor agrees to cooperate fully with the City in its efforts to comply with the Americans With Disabilities Act of 1990 and any amendments thereto, or successor statutes.

11.2 Should Contractor fail to comply with this Section, then LAWA shall have the right, but not the obligation, to perform, or have performed, whatever work is necessary to achieve equal access compliance. Contractor will then be required to reimburse LAWA for the actual cost of achieving compliance, plus a fifteen percent (15%) administrative charge.

Section 12.0 Business Tax Registration.

12.1 Contractor represents that it has registered its business with the City Clerk of City and has obtained, and presently holds, from that Office a Business Tax Registration Certificate, or a Business Tax Exemption Number, required by the City's own Business Tax Ordinance (Article 1, Chapter 2, Sections 21.00 and following, of City's Municipal Code).

12.2 Contractor shall maintain, or obtain as necessary, all such Certificates required of it under said Ordinance and shall not allow any such Certificate to be revoked or suspended during the term hereof.

Section 13.0 Insurance.

13.1 Contractor shall procure at its own expense and keep in effect at all times during the Term of this Contract, the types and amounts of insurance specified on Insurance, Exhibit D, attached hereto and incorporated by reference herein.

13.2 The specified insurance (except for Workers' Compensation and Employers' Liability) shall also, either by provisions in the policies, by City's own endorsement form or by other endorsement attached to such policies, include and insure City, LAWA, the Board, and all of City's officers, directors, employees and agents, their successors and assigns, as insureds, against the areas of risk described in this Section as respects Contractor's acts or omissions arising out of the performance of this Contract, Contractor's acts or omissions in its operations, use and occupancy of the premises hereunder or other related functions performed by or on behalf of Contractor at the Airport.

13.3 Waiver of Subrogation. For Commercial General Liability Insurance, Workers' Compensation Insurance, and Employers' Liability Insurance, the insurer shall agree to waive all rights of subrogation against City for losses arising from activities and operations of Contractor insured in the performance of services under this Contract.

13.4 Subcontractors. Contractor shall include all of its subcontractors as insureds 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 unless otherwise agreed to in writing by the CEO and approved as to form by the City Attorney.

13.5 Each specified insurance policy (other than Workers' Compensation and Employers' Liability) shall contain a Severability of Interest (Cross Liability) clause which states, "It is agreed that the insurance afforded by this policy shall apply separately to each insured against whom claim is made, or suit is brought, except with respect to the limits of the company's liability." Additionally, Contractor's Commercial General Liability policy ("Policy") shall provide Contractual Liability Coverage, and such insurance as is afforded by the Policy shall also apply to the tort liability of City assumed by the Contractor under this Contract.

13.6 All such insurance shall be primary and noncontributing with any other insurance held by LAWA where liability arises out of, or results from, the acts or omissions of Contractor, its agents, employees, officers, invitees, assigns, or any person or entity acting for, or on behalf of, Contractor.

13.7 Such policies may provide for reasonable deductibles and/or retentions acceptable to the CEO, based upon the nature of Contractor's operations and the type of insurance involved.

13.8 City shall have no liability for any premiums charged for such coverage(s). The inclusion of City, LAWA, its Board, and all of its officers, directors, employees and agents, and their agents and assigns, as additional insureds, is not intended to, and shall not, make them, or any of them, a partner or joint venturer of Contractor in its operations at the Airport.

13.9 In the event Contractor fails to furnish LAWA evidence of insurance, or to maintain the insurance as required under this Section, LAWA, upon ten (10) days' prior written notice to Contractor of its intention to do so, shall have the right to secure the required insurance at the cost and expense of Contractor, and Contractor agrees to promptly reimburse the City for the cost thereof.

13.10 At least ten (10) days prior to the expiration date of any of the above policies, documentation showing that the insurance coverage has been renewed or extended shall be filed with LAWA. If any such coverage is cancelled or reduced, Contractor shall, within fifteen (15) days of such cancellation or reduction of coverage, file with LAWA evidence that the required insurance has been reinstated, or is being provided through another insurance company or companies.

13.11 Contractor shall provide proof of all specified insurance and related requirements to LAWA either by production of the actual insurance policy(ies), by use of LAWA's own endorsement form(s), by broker's letter acceptable to the CEO in both form and content in the case of foreign insurance syndicates, or by other written evidence of insurance acceptable to the CEO. The documents evidencing all specified coverages shall be filed with LAWA prior to the Contractor performing the Services hereunder. Such documents shall contain the applicable policy number(s), the inclusive dates of policy coverage(s), the insurance carrier's name(s), and they shall bear an original or electronic signature of an authorized representative of said carrier(s), and they shall provide that such insurance shall not be subject to cancellation, reduction in coverage or non-renewal, except after the carrier(s) and the Contractor provide actual, written notice (by Certified Mail) to the City Attorney of the City at least thirty (30) days prior to the effective date thereof.

13.12 The City and Contractor agree that the insurance policy limits specified in this Section shall be reviewed for adequacy annually throughout the term of this Contract by the CEO, who may thereafter require Contractor to adjust the amount(s) of insurance coverage(s) to whatever amount(s) the CEO deems to be adequate. LAWA reserves the right to have submitted to it, upon request, all pertinent information about the agent(s) and carrier(s) providing such insurance.

Section 14.0 Disabled Access.

14.1 Contractor shall be solely responsible for fully complying with any and all applicable present and future rules, regulations, restrictions, ordinances, statutes, laws, and/or orders of any federal, state, and/or local governmental entity and/or court regarding disabled access including any services, programs, improvements or activities provided by Contractor. Contractor shall be solely responsible for any and all damages caused by, and/or penalties levied as a result of, Contractor's noncompliance. Further, Contractor agrees to cooperate fully with City in its efforts to comply with the Americans With Disability Act of 1990 and any amendments thereto, or successor statutes.

14.2 Should Contractor fail to comply with this Section, if applicable, then City shall have the right, but not the obligation, to perform, or to have performed, whatever work is necessary to achieve equal access compliance. Contractor will then be required reimburse City for the actual cost of achieving compliance, plus a fifteen percent (15%) administrative charge.

Section 15.0 Nondiscrimination and Equal Employment Practices/Affirmative Action Program.

15.1 During the term of this Contract, Contractor agrees and obligates itself in the performance of this Contract not to discriminate against any employee or applicant for employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, sexual

orientation, age, physical handicap, marital status, domestic partner status, or medical condition. Contractor shall take affirmative action to ensure that applicants for employment are treated, during the term of this Contract, without regard to the aforementioned factors and Contractor shall comply with the affirmative action requirements of Los Angeles Administrative Code Sections 10.8, et seq., or any successor ordinances or laws pertaining to discrimination.

15.2 During the performance of this Contract, Contractor agrees to comply with Section 10.8.3 of the Los Angeles Administrative Code ("Equal Employment Practices"), including any future amendments thereto, which is incorporated herein by this reference. By way of specification, but not limitation, pursuant to Sections 10.8.3.E and 10.8.3.F of said Administrative Code, the failure of Contractor to comply with the Equal Employment Practices provisions of this Contract may be deemed to be a material breach of this Contract. No such finding shall be made, nor penalties assessed, except upon a full and fair hearing after notice and an opportunity to be heard has been provided to Contractor. Upon a finding duly made that Contractor has failed to comply with said Equal Employment Practices provisions of this Contract, this Contract may be forthwith terminated, cancelled or suspended.

15.3 During the performance of this Contract, Contractor agrees to comply with Section 10.8.4 of the Los Angeles Administrative Code ("Affirmative Action Program"), including any future amendments thereto, which is incorporated herein by this reference. By way of specification, but not limitation, pursuant to Sections 10.8.4.E and 10.8.4.F of said Administrative Code, the failure of Contractor to comply with the Affirmative Action Program provisions of this Contract may be deemed to be a material breach of this Contract. No such finding shall be made, nor penalties assessed, except upon a full and fair hearing after notice and an opportunity to be heard has been provided to Contractor. Upon a finding duly made that Contractor has failed to comply with the Affirmative Action Program provisions of this Contract, this Contract may be forthwith terminated, cancelled or suspended.

15.4 All subcontracts awarded under this Contract shall contain similar provisions and Contractor shall require each of its subcontractors to complete a like certification and to submit to it an Affirmative Action Plan acceptable to LAWA.

15.5 Contractor also agrees to comply with the provisions of Article 3 of Chapter 1, Part 7, Division 2 of the Labor Code of the State of California, and with all other applicable statutes, ordinances, and regulations relative to employment, wages, and hours of labor.

Section 16.0 Child Support Orders.

16.1 This Contract is subject to Section 10.10, Article I, Chapter 1, Division 10 of the Los Angeles Administrative Code, related to Child Support Assignment Orders, which is incorporated herein by this reference. Pursuant to this section, Contractor (and any subcontractor of Contractor providing services to City under this Contract) shall (1) fully comply with all State and Federal employment reporting requirements for Contractor's, or Contractor's subcontractor's, employees applicable to Child Support Assignments Orders; (2) certify that the principal owner(s) of Contractor and applicable subcontractors are in compliance with any Wage and Earnings Assignment Orders

and Notices of Assignment applicable to them personally; (3) fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with California Family Code Section 5230, et seq.; and (4) maintain such compliance throughout the term of this Contract.

16.2 Pursuant to Section 10.10(b) of the Los Angeles Administrative Code, failure of Contractor, or an applicable subcontractor, to comply with all applicable reporting requirements, or to implement lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, or the failure of any principal owner(s) of Contractor or applicable subcontractors to comply with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally, shall constitute a default of this Contract, thereby subjecting this Contract to termination, where such failure(s) shall continue for more than ninety (90) days after notice of such failure(s) to Contractor by LAWA (in lieu of any time for cure provided elsewhere in this Contract).

Section 17.0 Living Wage and Worker Retention Requirements.

17.1 Living Wage Ordinance

17.1.1 General Provisions: Living Wage Policy. This Contract is subject to the Living Wage Ordinance ("LWO") (Section 10.37, et seq., of the Los Angeles Administrative Code, which is incorporated herein by this reference. The LWO requires that, unless specific exemptions apply, any employees of service contractors who render services that involve an expenditure in excess of twenty-five thousand dollars (\$25,000) and a contract term of at least three months are covered by the LWO if any of the following applies: (1) at least some of the services are rendered by employees whose work site is on property owned by the City, (2) the services could feasibly be performed by employees of the City if the awarding authority had the requisite financial and staffing resources, or (3) the designated administrative agency of the City has determined in writing that coverage would further the proprietary interests of the City. Employees covered by the LWO are required to be paid not less than a minimum initial wage rate, as adjusted each year. The LWO also requires that employees be provided with at least twelve (12) compensated days off per year for sick leave, vacation, or personal necessity at the employee's request, and at least ten (10) additional days per year of uncompensated time pursuant to Section 10.37.2(b). The LWO requires employers to inform employees making less than twelve dollars (\$12) per hour of their possible right to the federal Earned Income Tax Credit ("EITC") and to make available the forms required to secure advance EITC payments from the employer pursuant to Section 10.37.4. Contractor shall permit access to work sites for authorized City representatives to review the operation, payroll, and related documents, and to provide certified copies of the relevant records upon request by the City. Whether or not subject to the LWO, Contractor shall not retaliate against any employee claiming non-compliance with the provisions of the LWO, and, in addition, pursuant to Section 10.37.6(c), Contractor agrees to comply with federal law prohibiting retaliation for union organizing.

17.1.2 Living Wage Coverage Determination. An initial determination has been made that this is a service contract under the LWO and that it is not exempt from coverage

by the LWO. Determinations as to whether this Contract is a service contract covered by the LWO, or whether an employer or employee are exempt from coverage under the LWO are not final, but are subject to review and revision as additional facts are examined and/or other interpretations of the law are considered. In some circumstances, applications for exemption must be reviewed periodically. The City shall notify Contractor in writing about any redetermination by the City of coverage or exemption status. To the extent Contractor claims non-coverage or exemption from the provisions of the LWO, the burden shall be on Contractor to prove such non-coverage or exemption.

17.1.3 Compliance; Termination Provisions And Other Remedies: Living Wage Policy. If Contractor is not initially exempt from the LWO, Contractor shall comply with all of the provisions of the LWO, including payment to employees at the minimum wage rates, effective on the Execution Date of this Contract, and shall execute the Declaration of Compliance Form attached to this Contract, contemporaneously with the execution of this Contract. If Contractor is initially exempt from the LWO, but later no longer qualifies for any exemption, Contractor shall, at such time as Contractor is no longer exempt, comply with the provisions of the LWO and execute the then currently used Declaration of Compliance Form, or such form as the LWO requires. Under the provisions of Section 10.37.6(c) of the Los Angeles Administrative Code, violation of the LWO shall constitute a material breach of this Contract and the City shall be entitled to terminate this Contract and otherwise pursue legal remedies that may be available, including those set forth in the LWO, if the City determines that Contractor violated the provisions of the LWO. The procedures and time periods provided in the LWO are in lieu of the procedures and time periods provided elsewhere in this Contract. Nothing in this Contract shall be construed to extend the time periods or limit the remedies provided in the LWO.

17.1.4 Subcontractor Compliance. Contractor agrees to include in every subcontract involving this Contract entered into between Contractor and any subcontractor, a provision pursuant to which such subcontractor (A) agrees to comply with the LWO and the Worker Retention Ordinance ("WRO") with respect to this Contract; (B) agrees not to retaliate against any employee lawfully asserting noncompliance on the part of the subcontractor with the provisions of either the LWO or the WRO; and (C) agrees and acknowledges that City, as the intended third-party beneficiary of this provision may (i) enforce the LWO and the WRO directly against the subcontractor with respect to this Contract, and (ii) invoke, directly against the subcontractor with respect to this Contract, all the rights and remedies available to the City under Section 10.37.5 of the LWO and Section 10.36.3 of the WRO, as same may be amended from time to time.

17.2 Worker Retention Ordinance. This Contract may be subject to the WRO (Section 10.36, et seq. of the Los Angeles Administrative Code), which is incorporated herein by this reference. If applicable, Contractor must also comply with the WRO which requires that, unless specific exemptions apply, all employers under contracts that are primarily for the furnishing of services to or for the City and that involve an expenditure or receipt in excess of \$25,000 and a contract term of at least three (3) months, shall provide retention by a successor contractor for a ninety-day (90-day) transition period of the employees who have been employed for the preceding

twelve (12) months or more by the terminated contractor or subcontractor, if any, as provided for in the WRO. Under the provisions of Section 10.36.3(c) of the Los Angeles Administrative Code, the City has the authority, under appropriate circumstances, to terminate this Contract and otherwise pursue legal remedies that may be available if the City determines that the subject contractor violated the provisions of the WRO.

Section 18.0 Assignment of Anti-Trust Claims. Pursuant to California Government Code Sections 4550 et seq. regarding Anti-Trust Claims, it is the policy of the City to inform each Proposer that in submitting a proposal to LAWA the Proposer offers and agrees to assign LAWA all rights, title and interest in and to all causes of action it may have under the Clayton Act or Cartwright Act, arising from purchases of goods, services or materials. This assignment is made and becomes effective at the time LAWA tenders final payment to the Proposer.

Section 19.0 Compliance With Los Angeles City Charter Sections 470(C)(12) and 609(E).

19.1 The Contractor, other underwriting firm members of the underwriting syndicate, subcontractors, and their principals are obligated to fully comply with City of Los Angeles Charter Sections 470(c)(12), 609(E) and related ordinances, regarding limitations on campaign contributions and fundraising for certain elected City officials or candidates for elected City office. Gifts to elected officials and certain City officials are also limited. Additionally, Contractor and other underwriting firm members of the underwriting syndicate are required to provide and update certain information to the City as specified by law. Any Contractor and other underwriting firm members of the underwriting syndicate subject to Charter Sections 470(c)(12) and 609(E), shall include the following notice in any contract with a subcontractor expected to receive at least \$100,000 for performance under this contract:

Notice Regarding Los Angeles Campaign Contribution and Fundraising Restrictions

As provided in Charter Sections 470(c)(12), 609(E) and related ordinances, you are subcontractor or underwriting firm on City of Los Angeles Contract # _____. Pursuant to City Charter Section 470(c)(12) and 609(E), subcontractor and its principals are prohibited from making campaign contributions and fundraising for certain elected City officials or candidates for elected City office for 12 months after the City contract is signed. Subcontractor is required to provide to Contractor names and addresses of the subcontractor's principals and contact information and shall update that information if it changes during the 12 month time period. Subcontractor's information included must be provided to contractor within 10 business days. Failure to comply may result in termination of contract or any other available legal remedies include fines. Information about the restrictions may be found at the City Ethics Commission's website at <http://ethics.lacity.org/> or by calling 213/978-1960.

19.2 Contractor, underwriting firms, subcontractors, and their principals shall comply with these requirements and limitations. A copy of Contractor's Prohibited Contributors (Bidders)

completed Form 55 is attached hereto as Exhibit E and incorporated by reference. Violation of this provision shall entitle the City to terminate this Contract and pursue any and all legal remedies that may be available.

Section 20.0 Alternative Fuel Vehicle Requirement Program (LAX Only). Contractor shall comply with the provisions of the alternative fuel vehicle requirement program (the “Alternative Fuel Vehicle Requirement Program”). The rules, regulations and requirements of the Alternative Fuel Vehicle Requirement Program are made a material term of this Contract.

Section 21.0 Environmentally Favorable Operations. If applicable, Contractor acknowledges for itself and any sub-contractors that its operation of its activities under this Contract will be subject to all LAWA policies, guidelines and requirements regarding environmentally favorable construction, use and/or operations practices (collectively, “LAWA Policies”) as such LAWA Policies may be promulgated, revised and amended from time-to-time.

Section 22.0 Municipal Lobbying Ordinance. Contractor shall comply with the provisions of the City of Los Angeles Municipal Lobbying Ordinance throughout the term of this Contract.

Section 23.0 Contractor Responsibility Program

23.1 During the term of this Contract Consultant shall fully comply with the Contractor Responsibility Program and the LAWA Contractor Responsibility Program (CRP) Rules and Regulations. (The CRP Rules and Regulations are available at <http://www.lawa.org>). Consultant previously submitted its Contractor Responsibility Program Pledge of Compliance and Response to the Questionnaire.

Consultant agrees to

- (a) comply with all applicable Federal, state, and local laws in the performance of this Contract, including but not limited to, laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees.
- (b) notify LAWA within thirty calendar days after receiving notification that any government agency has initiated an investigation that may result in a finding that the Consultant is not in compliance with paragraph (a) of this Section.
- (c) notify LAWA within thirty calendar days of all findings by a government agency or court of competent jurisdiction that Consultant has violated paragraph (a) of this Section.
- (d) provide LAWA within thirty (30) calendar days updated responses to the CRP Questionnaire if any change occurs which would change any response contained within the completed CRP Questionnaire.
- (e) ensure that its subcontractors complete and sign a Pledge of Compliance attesting under penalty of perjury to compliance with sections (a) through (c) of this Section and submit to LAWA the completed Pledges.

- (f) notify LAWA within thirty (30) days of becoming aware of an investigation, violation, or finding of any applicable federal, state, or local law involving the subcontractors in the performance of a LAWA contract.
- (g) cooperate fully with LAWA during an investigation and to respond to request(s) for information within ten (10) working days from the date of the Notice to Respond.

Section 24.0 Iran Contracting Act, 2010.

24.1 In accordance with California Public Contract Code Sections 2200-2208, contractors entering into or renewing contracts with City for goods or services estimated at one million dollars (\$1,000,000) or more are required to complete, sign and submit the Iran Contracting Act of 2010 Compliance Affidavit (“Affidavit”). A copy of Contractor’s completed Affidavit is attached hereto as Exhibit B. Contractor’s compliance with the terms of the Iran Contracting Act of 2010 is made a requirement and condition of this Agreement.

Section 25.0 Waiver. The waiver by either party of any breach of any term, covenant, or condition contained shall not be deemed to be a waiver of any other term, covenant, or condition, or of any subsequent breach of the same term, covenant, or condition.

Section 26.0 Miscellaneous Provisions.

26.1 **Fair Meaning.** The language of this Contract shall be construed according to its fair meaning, and not strictly for or against either City or Contractor.

26.2 **Section Headings.** The section headings appearing herein are for the convenience of City and Contractor, and shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning, or intent of the provisions of this Contract.

26.3 **Void Provisions.** If any provision of this Contract is determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Contract, and all such other provisions shall remain in full force and effect.

26.4 **Two Constructions.** It is the intention of the parties hereto that if any provision of this Contract is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

26.5 **Laws of California.** This Contract shall be construed and enforced in accordance with the laws of the State of California and venue shall lie in the Southwest District of the California Superior Court located in the County of Los Angeles.

26.6 **Gender.** The use of any gender herein shall include all genders, and the use of any number shall be construed as the singular or the plural, all as the context may require.

26.7 **Amendments to Ordinances and Codes.** The obligation to comply with any Ordinances and Codes which have been incorporated into this Contract by reference shall extend to any amendments which may be made to those Ordinances and Codes during the term of this Contract.

Section 27.0 Adjustment to Sourcewell Contract and Exhibits Thereto. To the extent that there are provisions contained in the Sourcewell Contract, as well as exhibits thereto, that are inconsistent with, or contrary to, the rules, regulations, restrictions, ordinances, statutes, laws and orders of any state or local government authority in California, the rules, regulations, restrictions, ordinances, statutes, laws and orders of the state or local government authority in California apply to this Contract.

Section 28.0 Other Requirements and Provisions.

28.1 **Civil Rights – General; Civil Rights – Title VI Assurances - 49 CFR § 21.7 (a)(1); 49 CFR Part 21 Appendix C (b); and as amended or interpreted from time to time.**

28.2 **Civil Rights – General – 49 USC § 47123, derived from the Airport and Airway Improvement Act of 1982, Section 520.** In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

28. 2.1 The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. If the Contractor transfers its obligation to another, the transferee is obligated in the same manner as the Contractor. The above provision obligates the Contractor for the period during which the property is owned, used or possessed by the Contractor and the airport remains obligated to the Federal Aviation Administration.

28.2.2 **Civil Rights – Title VI Assurances – 49 USC § 47123, FAA Order 1400.11, and U.S. Department of Transportation Order DOT 1050.2, Standard Title VI Assurances and Nondiscrimination Provisions, effective April 24, 2013.** Contractor further agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination, set forth in Exhibit E, attached hereto and made a material term of this Contract, as such requirements may be amended or interpreted by the FAA or the United States Department of Transportation from time to time; specifically, the following clauses as provided in Exhibit E:

- a. Title VI List of Pertinent Nondiscrimination Acts and Authorities
- b. Compliance with Nondiscrimination Requirements

28.2.3 Audit of Subcontracts. LAWA may conduct a review of the Contractor's compliance with this subsection 37.1. Contractor must cooperate with LAWA throughout the review process by supplying all requested information and documentation to LAWA, making Contractor staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by LAWA.

28.2.4 Contractor agrees that it shall insert the provisions found in Subsections 28.2.1 and 28.2.2, inclusive of Exhibit E in whole, in any solicitation, subcontract, sublease, assignment, license, transfer, or permit, or other instrument, by which said Contractor grants a right or privilege to any person, firm, or corporation under this Contract.

Section 29.0 Entire Agreement. This Contract, the Exhibits attached hereto, and other materials referenced herein, contain the entire agreement between the parties hereto and supersedes any and all prior written or oral agreements between them concerning the subject matter contained herein. There are no representations, agreements, or understandings, oral or written, between and among the parties relating to the subject matter contained in this Contract which are not fully set forth herein. This is an integrated agreement.

Section 30.0 Execution. This Contract and any other document necessary for the consummation of the transaction contemplated by this Contract may be executed in counterparts, including counterparts that are manually executed and counterparts that are in the form of electronic records and are electronically executed. An electronic signature means a signature that is executed by symbol attached to or logically associated with a record and adopted by a party with the intent to sign such record, including facsimile or e-mail signatures. All executed counterparts shall constitute one Contract, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Contract and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called PDF format shall be legal and binding and shall have the same full force and effect as if a paper original of this Contract had been delivered that had been signed using a handwritten signature. All parties to this Contract (i) agree that an electronic signature, whether digital or encrypted, of a party to this Contract is intended to authenticate this writing and to have the same force and effect as a manual signature; (ii) intended to be bound by the signatures (whether original, faxed, or electronic) on any document sent or delivered by facsimile or electronic mail or other electronic means; (iii) are aware that the other party(ies) will rely on such signatures; and, (iv) hereby waive any defenses to the enforcement of the terms of this Contract based on the foregoing forms of signature. If this Contract has been executed by electronic signature, all parties executing this document are expressly consenting, under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and the California Uniform Electronic Transactions Act ("UETA") (California Civil Code §1633.1 et seq.), that a signature by fax, e-mail, or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

[Remainder of This Page Intentionally Left Blank]

IN WITNESS WHEREOF, the City has caused this Contract to be executed on its behalf by the CEO and Contractor has caused the same to be executed by its duly authorized officers, all as of the day and year first hereinabove written.

APPROVED AS TO FORM:
Hydee Feldstein Soto,
City Attorney

CITY OF LOS ANGELES

By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this Contract.

Date: _____

By: _____

Chief Executive Officer
Department of Airports

By: _____
Deputy City Attorney

By: _____

Chief Financial Officer
Deputy Executive Director
Department of Airports

ATTEST:

JOHNSON CONTROLS, INC.

Michael Anderson
By: Michael Anderson (Mar 17, 2025 12:03 PDT)
Signature (Secretary)

Michael Anderson
Print Name

Richard C. Slack
By: Richard C. Slack (Apr 19, 2025 19:07 PDT)
Signature

Richard C. Slack
Print Name

Metro General Manager
Print Title



MASTER AGREEMENT #080824
CATEGORY: HVAC Systems with Related Products and Services
SUPPLIER: Johnson Controls Inc.

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Johnson Controls Inc., 5757 North Green Bay Avenue, Milwaukee, WI 53209 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1:
General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on November 1, 2028, unless it is cancelled or extended as defined in this Agreement.
- a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
- b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances, subject to Supplier's agreement to such extension, subject to Supplier's agreement to such extension.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #080824 to Participating Entities. In Scope solutions include:
- a. HVAC, IAQ, geothermal, and water heating or treatment infrastructure, equipment, components, products, parts, and related technology;
- b. Sensors, smart controls, thermostats, gauges, system automation, integration equipment, monitoring equipment, software, or management products and technology; and;
- c. Services complementary to the offering of the solutions described in Sections 1. a. and b. above, including installation, maintenance, repair, refurbishment, replacement, system upgrades, efficiency measurement, energy saving performance contracting, emergency or short-term HVAC equipment rental, assessment, integration, training, support, and customization.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Reserved.**

13) Supplier Representations:

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
- ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
- iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship for the warranty period specified in the contract between Supplier and the Participating Entity. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) Bankruptcy Notices. Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

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

16) Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R. § 200). Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

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

Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

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

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

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit

Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all Agreements by Sourcwell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance

with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

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

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2: Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
 - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

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

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
 - Maintenance and management of this Agreement;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.
- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Prior notice, but not consent, shall be required by Supplier for assignment to a Supplier affiliate or to address corporate restructurings, mergers, acquisitions, or other corporate changes. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.

- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any third party claims or causes of action, including reasonable attorneys' fees incurred by Sourcewell, for bodily injury or tangible property damage to the extent caused by the Supplier or its agents or employees in the performance of this Agreement; this indemnification includes injury or death to person(s) or property caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Supplier's liability to Sourcewell arising out of this Agreement, with the exception of Supplier's indemnification obligations under this Section, shall not exceed amounts paid or payable under this Agreement or \$1,000,000, whichever is greater. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

Supplier shall not be liable for any type of direct, special, liquidated, exemplary, collateral, incidental or consequential damages. These limitations of liability are effective even if Supplier has been advised by buyer of the possibility of such damages.

- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**

a) **During the term of this Agreement:**

- i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
- ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

- b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) **Use; Quality Control.**

- i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of

the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

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

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
- \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
- b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, provided via email, or in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

- c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
 - d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.
 - e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

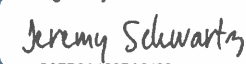
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

Johnson Controls Inc.

080824-JHN

Signed by:

C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 11/26/2024 | 3:20 PM CST

DocuSigned by:

70B27D85DF1C41E...
By: _____
Paul Duncan
Title: Director HVAC Installation
Date: 11/26/2024 | 1:06 PM PST

RFP 080824 - HVAC Systems with Related Products and Services

Vendor Details

Company Name:	Johnson Controls, Inc.
Address:	5757 N. Green Bay Ave P.O. Box 591 Milwaukee, Wisconsin 53201
Contact:	Tom Staves
Email:	thomas.staves@jci.com
Phone:	443-676-8813
HST#:	39-0380010

Submission Details

Created On:	Monday July 08, 2024 14:13:23
Submitted On:	Thursday August 08, 2024 09:20:05
Submitted By:	Brett Herolt
Email:	brett.a.herolt@jci.com
Transaction #:	d5b05f1c-f4dc-42c6-8fd5-baa009a15c98
Submitter's IP Address:	136.226.3.75

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

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

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Johnson Controls, Inc.
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	In the event of award, Johnson Controls, Inc. will execute the master agreement with Sourcewell and will be the responsible supplier in the United States. In Canada, its affiliate Johnson Controls Canada LP will be the responsible for offering and performing delivery of Solutions within this Proposal. Johnson Controls Equipment Agents are an extension of the Johnson Controls HVAC Equipment sales organization. As acting sales representatives, they cover a multitude of assigned geographies and accounts, and receive commission for the sale of Johnson Controls' HVAC Equipment and related products. To the extent financed solutions are offered, Johnson Controls may facilitate use of financing partners or affiliates as desired by any participating entities.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE code: 25244 CAGE UEI: Z2N8C3NL8FW5
5	Provide your NAICS code applicable to Solutions proposed.	NAICS Codes for Johnson Controls, Inc. BT&S Group 332911 Industrial Valve Manufacturing 336512 Automatic environmental control manufacturing for residential, commercial and appliance use 238210 Electrical Contractors 238220 Plumbing, Heating, HVAC NAICS Codes for Johnson Controls Fire Protection LP 238210 Fire sprinkler system installation 334290 Fire detection and alarm systems manufacturing (For use only by Westminster, MA) 423990 Fire extinguisher sales combined with rental and/or service 561621 Fire alarm sales combined with installation, repair, or monitoring services; Security alarm systems sales combined with installation, repair, or monitoring services NAICS Codes for Johnson Controls Security Solutions LLC 561621 Security Alarms Systems (sales, installation, monitoring, maintenance)
6	Proposer Physical Address:	Johnson Controls, Inc. is headquartered at 5757 North Green Bay Avenue. Milwaukee, WI 53209
7	Proposer website address (or addresses):	www.johnsoncontrols.com
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Name: Paul Duncan Title: Director, HVAC Installation Address: 633 Hutton Street, Raleigh, NC 27606 Email Address: Paul.A.Duncan@jci.com M: (919) 215-1657
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Name: Mary B. Alexander Title: North America Business Development Manager, Cooperative Contracts Address: 12000 W. Wirth Street, #102 Milwaukee, WI 53222 Email Address: mary.alexander@jci.com M: (262) 226-9808
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Name: Thomas Staves Title: Sales Manager, Cooperative Contracts Address: 705 Digital Drive, Linthicum, MD 21090 Email Address: thomas.staves@jci.com M: (443) 676-8813

Table 2A: Financial Viability and Marketplace Success (50 Points)

Line Item	Question	Response *
11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	Company History In 1885, long before anyone talked about carbon footprints or climate change, Warren Johnson launched a company to explore new ways to harness and conserve precious energy resources. He started the Johnson Electric Service Company which was incorporated in the State of Wisconsin on July 31, 1900. In doing so, he created a culture of customer-focused innovation – a tradition that has inspired thousands of employees for nearly 140 years and led to Johnson Controls becoming a world leader in creating smart, healthy, safe and sustainable buildings. In Canada, we have been incorporated in the Province of Ontario since 1912. We have 13 branch offices and 65 local satellite offices located throughout Canada covering every province. Our roots in the HVAC and facility management markets run deep. Prior to founding our company, Johnson was a professor at the State Normal School in Whitewater, Wisconsin. This experience led him to develop his electric tele-thermoscope in classrooms to keep students more comfortable — and end hourly interruptions from the janitor checking the room temperature. In 1883, Johnson received a patent for the first electric room thermostat. His invention launched the building controls industry and earned him a recent induction into the National Inventors Hall of Fame. That passion continues today as Johnson Controls has patented over 14,642 products to offer the world's largest portfolio of HVAC products and solutions as well as an end-to-end offering of building technology, software and services. Our history now includes being on the forefront of environmental responsibility and fighting climate change. We've built upon our company's beginnings and we've made buildings better. Now, we're transforming them again with our award-winning digital technologies and services. We're using artificial intelligence and data driven solutions to give people deeper insight into building's health, sustainability and performance. Johnson Controls designs, manufactures, installs, and services HVAC mechanical systems and their controls. In 2005, we acquired York International, and as a result, we became the largest building services provider and the largest independent supplier for HVAC systems and solutions, providing: - Air-cooled chillers - Water-cooled chillers - CHW/HHW air handling units (AHUs) - Variable air volume (VAV) units/boxes - Variable frequency drives (VFDs) - Air-cooled roof top units (RTUs) As an HVAC manufacturer and technology developer, we dedicate time and money to research and development to stay ahead of the industry. The knowledge we gain from this investment allows us to make long-range recommendations that help our customers avoid investing in inefficient, outdated, or redundant technologies. We have extensive experience installing and optimizing our equipment in facilities around the world. At Johnson Controls, we transform the environments where people live, work, learn and play. As the global leader in smart, healthy and sustainable buildings, our mission is to reimagine the performance of buildings to serve people, places and the planet. For information on its parent company, Johnson Controls International plc, refer to its Form 10-K annual report identifying the Company's significant subsidiaries. Members of the Company's executive management group may serve as a director and/or officer of any of the Company's subsidiaries. However, these individuals generally are not involved in the day-to-day operations of these companies. None of the Company's principal officers beneficially owns 1% or more of any of the Company's subsidiaries. https://investors.johnsoncontrols.com/financial-information/financial-reports?doc=* Johnson Controls International plc's shares are traded on the New York Stock Exchange (NYSE: JCI). We are a Fortune Global 500 company with more than \$26.8 billion of revenue (2023). Core Values Johnson Controls core values (listed below) act as a guide as it pertains to our mission to create intelligent buildings, efficient energy solutions, integrated infrastructure and safe spaces. These values are the guiding principles that drive our mission to serve customers with a shared purpose and approach grounded in performance and value. Integrity First: We promise honesty and transparency. We uphold the highest standards of integrity and honor the commitments we make. Purpose Led: We believe in doing well by doing good and hold ourselves accountable to make the world a better place through the solutions we provide, our engagement in society, the way we do business, and our commitment to protect people and the environment. Customer Driven: We win when our customers win. Our long-term strategic relationships provide unique insights and the ability to deliver exceptional customer experiences and solutions. Future Focused: Our culture of innovation and continuous improvement drives us to solve today's challenges while constantly asking 'what's next'.

One Team: We are one team, dedicated to working collaboratively together to create the purposeful solutions that propel the world forward.

Excellence: Striving for excellence in all endeavors and delivering superior performance.

Business Philosophy

Our business philosophy revolves around innovation, sustainability, and continuous improvement, with a focus on delivering exceptional customer experiences. We empower our customers to win everywhere, every day, and are committed to helping our customers achieve their goals and objectives by providing industry-leading solutions, technology, and services. We believe in creating value through sustainable practices and a dedication to excellence in all aspects of our business. All of this is in service to our mission, which is to create a more comfortable, safe, and sustainable world.

Specifically, our philosophy focuses on the following guiding principles:

Customer-Centric Approach: Johnson Controls prioritizes understanding and meeting customer needs, delivering value and exceptional service.

Technology Leadership: We strive to be at the forefront of technological advancements, developing innovative solutions that address current and future challenges.

Environmental Responsibility: We are committed to sustainability, promoting energy efficiency, reducing environmental impact, and helping customers achieve their sustainability goals. For example, our current Chairman and CEO, George Oliver, signed the Amazon and Global Optimism Climate Pledge to aggressively address carbon emissions by reaching net zero 10 years earlier than the Paris Climate Agreement and we are well on our way to making that a reality. George also chairs the Business Roundtable Energy and Environmental Committee and advises the United States President and cabinet on climate change solutions.

Operational Excellence: We aim for operational excellence across their organization, driving efficiency, cost-effectiveness, and high-quality performance.

Inclusion and Diversity: Johnson Controls values and embraces diversity, fostering an inclusive work environment that encourages collaboration, creativity, and diverse perspectives.

Ethical Standards: We uphold high ethical standards, promoting integrity, transparency, and accountability in all business dealings.

Industry Longevity in the HVAC Market

Johnson Controls' experience related to the development, manufacture, and installation of an extensive and diversified listing of HVAC products coupled with our holistic energy-efficiency approach to HVAC solution design has paved the road for our longevity in the HVAC market. Our longstanding consultative approach to providing customers with turnkey HVAC solutions is grounded on this experience and by incorporating cutting edge research from our academic partners, and guidance from CDC, WHO, and ASHRAE.

Johnson Controls offers the largest portfolio of HVAC Equipment and controls in the world. You can find our solutions at work in schools, government facilities, hospitals, multifamily housing facilities, offices, factories, and across college campuses. Our expansive geographic footprint of local branch offices and distribution facilities throughout the U.S. and Canada ensures that (OEM) parts with factory direct pricing are readily available as they are needed.

By selecting Johnson Controls, Sourcewell members will engage an industry leader that has been providing HVAC and related facility management solutions for 140 years. This experience ensures that Sourcewell members can realize a high-performance project that is designed, implemented, commissioned, and serviced by reliable experts with experience successfully performing HVAC projects for other cooperative bodies throughout North America.

In addition to our extensive and unmatched level of experience as it pertains to the development, manufacture, and implementation of HVAC products and services worldwide, our history includes being one of the pioneers of performance contracting. We established the concept of performance-based contracting in energy conservation for institutional, public, commercial, and industrial. We then perfected the energy performance-based contracting concept over the next decade, and it became an official line of business for Johnson Controls in 1983. Since then, we have implemented more than 3,500 energy performance contracting projects. This track record is your assurance that Johnson Controls plans, develops, and implements realistic energy efficiency projects that achieve the expected results.

Johnson Controls has an unparalleled record in delivering successful guaranteed energy savings programs to all types of facilities. Throughout our 41-year history in performance contracting, we have guaranteed more than \$17.6 billion in energy and operational savings for our clients. Currently, Johnson Controls has 378 active performance contracting projects in North America and has recorded that are guaranteed to save more than \$7.03 billion in energy and operational savings over their project terms. In addition, Johnson Controls has generated \$1.69B in total ESPC sales over the past three years.

Johnson Controls' Sustainable Infrastructure team partners with customers to improve the performance of their infrastructure and buildings, so the people within can achieve more. We do this through various improvements, including lighting, solar, geothermal,

		potable water metering, advanced water infrastructure, central utility plants, energy efficiency, renewable energy, storage and distribution, upgrades to HVAC, controls, automation, and much more. We enable infrastructure improvements through various funding mechanisms including, but not limited to, ESPC, Infrastructure as a Service (IaaS), Buildings as a Service (BaaS), and Public-Private Partnerships (P3). Our team delivers innovative infrastructure improvement solutions that directly contribute to our customer's core mission and their bottom line. We use performance contracting as a natural solution to reduce energy and operating costs, improve comfort, and update building infrastructure for Sourcewell members across the nation and throughout Canada. We deliver the blueprint of the future for industries such as Federal, State, and local government, higher education, schools, public housing, healthcare, data centers, airports, stadiums, hotels, manufacturing and beyond through OpenBlue, our comprehensive suite of connected solutions. Supported by a team of more than 100,000 dedicated employees working across 150 countries, Johnson Controls is a global diversified technology and multi-industrial leader with more than 2,000 worldwide locations. We have provided ESPC projects to Canadian customers for over 40 years and have performed well over 100 such projects in Canada. We are an indirect wholly owned subsidiary and North American operating company of Johnson Controls International plc, and its ownership does not change.
12	What are your company's expectations in the event of an award?	In the event of award, Johnson Controls would anticipate expanding this contract year over year throughout the contract's term. The award of this contract and its parameters would be communicated to all 160 offices located throughout North America and to our Government Solutions team (as described in response to question 26). Johnson Controls will provide training to the entire U.S.-based field sales force and HVAC equipment agents on how to incorporate this Sourcewell HVAC contract into their Sales processes with existing Johnson Controls customers. In Canada, we will connect the Canadian branch sales teams and HVAC equipment agents with Canoe to help support use of the contract in Canada. If an existing customer in either the U.S. or Canada is not already a Sourcewell/Canoe member, we will work with that customer to explain the benefits that come from being a member in an effort to make sure they become a member. Additionally, we will request that all branch sales team members and HVAC equipment agents attend Sourcewell-led training sessions so they may learn directly for Sourcewell experts as it pertains to properly and effectively position the strength of the Sourcewell 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 Sourcewell. Our applied HVAC and controls segment made up 40% of the company's 2023 fiscal year sales and includes large commercial applied HVAC equipment, building management systems and controls. The growth in Johnson Controls' North America building solution orders were driven by 26% and 6% year-over-year increases in systems and service orders in the region, respectively, according to the company's earnings presentation. We will use this momentum and leverage the Sourcewell expertise to continue to grow our HVAC business and support North American customers.

13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION	Financial Stability Johnson Controls, Inc. and our affiliate Johnson Controls Canada LP are indirect, wholly owned subsidiaries and North American operating companies of our parent company, Johnson Controls International plc. Johnson Controls International plc has a strong balance sheet with significant financial liquidity. As of September 30, 2023, our parent company has more than \$42.2 billion in total reported assets. In addition, we continue to generate strong revenue and profitability. For the fiscal year 2023, our company reported net revenue of nearly \$26.8 billion and net income of \$2 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. We have included our parent company's recent financial statement in the document upload section of our response. Additionally, all of our financial statements and reports are available at our website: http://investors.johnsoncontrols.com/financial-information/financial-reports?doc=&ac=1 Johnson Controls' financial health provides Sourcewell and its members with 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. SEC Investigations As of February 2024, Johnson Controls has no pending or in progress SEC investigations. Credit Holds Johnson Controls has not had a credit hold within the past 24 months. Bonding Current bonding rating: A (AM Best) Current bonding capacity: \$200 million single \$600 million aggregate Current bonding rate: \$2.50/\$1,000 Banking References Bank of America 231 S. LaSalle Street, 7th Floor, Chicago, IL 60604 Michael Brunsman (513) 929-5102 Michael.brunsmann@bam.com Sterling National Bank 500 Seventh Avenue, 3rd Floor, New York, NY 10018 John Riddle (949) 370-2907 jriddle@snb.com TD Equipment Finance 12000 Horizon Way, 3rd Floor, Mt. Laurel, NJ 08054 Dan McGarry (856) 685-5256 Daniel.McGarry@td.com
14	What is your US market share for the solutions that you are proposing?	23%
15	What is your Canadian market share for the solutions that you are proposing?	23%
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	Johnson Controls, Inc. has never sought bankruptcy protection.

17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Johnson Controls is best described as (b) a manufacturer and service provider with an extensive network of sales and service branches that are 100% company owned. Through our award-winning line of diversified HVAC products and services, we are able to transform the building data we've gathered over decades of painstaking research into healthier, more sustainable and better performing buildings. The branch network is made up of 160 offices throughout North America (including Canada) and is comprised of expert local resources that are employed directly by Johnson Controls and have experience serving customers in every market vertical. Our branch locations and staff specialize in the provision and installation of equipment controls; system integration, optimization, and building automation; truck-based service and planned service agreements for HVAC, security, and fire; and Sustainable Infrastructure project solutions. Furthermore, these local branches are supported by Johnson Controls' team of nationally based HVAC professionals dedicated to implementing HVAC solutions for thousands of customers spanning the K-12, higher education, federal, local and state government, public housing, and healthcare markets. Additionally, Johnson Controls Equipment Agents are an extension of the Johnson Controls HVAC Equipment sales organization. As acting sales representatives, they cover a multitude of assigned geographies and accounts, and receive commission for the sale of JCI HVAC Equipment and related products. Johnson Controls has the knowledge, expertise and experience with similar projects to develop a successful long-term sustainability partnership with each Sourcewell/Canoe member seeking either a single-site or multi-location solution. This is accomplished through our branch network that mobilizes best in class local contractors and engineering firms best suited for the proper execution of customer projects.
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	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 (U.S. and Canadian) necessary to effectively carry out all responsibilities associated with an HVAC 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 as well as within all provinces of Canada. 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 Sourcewell 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. In 1983, we were a founding member of the Canadian Association of Energy Service Companies (CAESCO), which is now the Energy Services Association of Canada (ESAC). We are also an active Member and Platinum Sponsor of the Canada Green Building Council (CaGBC), a national organization with representation from all sectors of the building industry. The Council promotes the design, construction, and operation of environmentally responsible, profitable, healthy places to live and work, and is responsible for administering the LEED program in Canada. 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 ranking 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 ESCP 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 excelled in its go-to-market strategy for decarbonization and sustainability projects."
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	Debarments and Suspensions Johnson Controls, Inc. is not aware of any instance where it has been debarred or suspended by a federal, state or local government or Quasi-Government Agency. However, given the size and breadth of Johnson Controls, Inc.'s operations, we cannot state with certainty that no such actions have occurred. Johnson Controls, Inc. can state that when it encounters execution challenges with public body customers that could imply such action, we endeavor to quickly correct or resolve such situations.
20	Describe any relevant industry awards or recognition that your company has received in the past five years	Awards and Achievements Supplier Awards Sourcwell awarded Johnson Controls' Thomas Staves (Sales Manager, Cooperative Contracts), with the 2024 Legendary Leadership Award Technology AI Artificial Intelligence Excellence Award 2024, by BIG (Business Intelligence Group), recognized our accomplishments in AI technology. Our AI-powered Johnson Controls OpenBlue Worker Safety digital solution was named a winner in the

Machine Learning category and the Johnson Controls OpenBlue Central Utility Plant Optimization solution was named as a finalist in the Intelligent Control category. Sensomatic Solutions, the global retail solutions portfolio of Johnson Controls, was named a winner in the Computer Vision category for Computer Vision Analytics.

Smart Building Management Platform 2024, named the overall leader for our smart building management platform in the Smart Building Management Platforms competitive assessment, conducted by ABI Research, a global technology intelligence firm. Researchers assessed the Johnson Controls OpenBlue ecosystem of connected technologies and services, scoring it highest in implementation among nine other platform providers. The findings were reconfirmed in ABI Research's 55 Technology Leaders To Watch In 2024 report.

DOE Grant to Accelerate U.S. Heat Pump Manufacturing 2023, awarded a \$33 million grant from the U.S. Department of Energy's (DOE) Office of Manufacturing and Energy Supply Chains to help increase domestic production of electric heat pumps by expanding three U.S.-based manufacturing sites. Combined, these facilities will be able to produce approximately 200,000 electric heat pumps per year, representing a nearly 200% production increase. This substantial volume will help drive energy affordability and energy security, while helping combat climate change and creating new jobs.

Leader in Energy Management Software 2023, by independent industry analyst firm Verdantix in its Green Quadrant: Energy Management Software 2023 report.

CRH Innovation Award for YORK YZ Magnetic Bearing Centrifugal Chiller 2021, at China Refrigeration Exhibition at Shanghai New International Expo Center. It was one of three Johnson Controls winners at the Expo in addition to the YORK® YVAG heat recovery pump and FRICK® Low Charge Central System.

Good Housekeeping's 2023 Home Renovation Awards recognizes energy-saving YORK® YH2F 15.2 SEER2 1- and 2-Stage heat pump within the innovative heating and cooling category. After thoroughly reviewing in-depth technical data of thousands of companies/products, the engineers at the Good Housekeeping Institute recognized the YORK® YH2F heat pumps for their superior performance in energy efficiency, improved indoor air quality (IAQ), quiet operation and durability.

Johnson Controls' George Oliver named 2022 IoT Company CEO of the Year by IoT Breakthrough, an independent organization that recognizes the top companies, technologies, and products in the global Internet of Things (IoT) market today. This is the Fourth consecutive year receiving an IoT Breakthrough Award. In 2021, we were named IoT Partner Ecosystem of the Year (recognizing our OpenBlue digital platform). Johnson Controls was named "Overall IoT Company of the Year" and "IoT Innovator of the Year," in 2020 and 2019 respectively.

Clarivate Top 100 Global Innovator 2021 (sixth straight year), recognizing our investment in innovation, including engineering, research and development, and an increase in patent application filing over the last five years. Clarivate, a global leader in providing trusted information and insights to accelerate the pace of innovation, identifies companies at the pinnacle of the global innovation landscape by measuring the ideation culture that produces patents.

Edison Award for YORK YZ Magnetic Bearing Centrifugal Chiller 2019, presented the Bronze Edison Award at Awards Ceremony in New York City. The cutting-edge chiller was selected as a finalist for the Environmentally Friendly Solutions sub-category of the Energy and Sustainability award category.

Corporate Diversity

Newsweek America's Greatest Workplaces for Diversity – 2024, 2023

Forbes World's Best Employers for Women – 2023

Forbes America's Best Employers for Diversity – 2023, 2022, 2021

Human Rights Campaign Corporate Equality Index Score of 100 – 2024, 2023, 2022

U.S. Veterans Magazine Veterans Best of the Best – 2022, 2021, 2020, 2019, 2017

DiversityInc Noteworthy Company – 2021, 2020, 2019, 2018, 2016

Women Engineer Magazine Top 50 Employers for Woman Engineers – 2019

Workforce Diversity for Engineering & IT Professionals Magazine Top 50

Employers for STEM Workforce Diversity – 2019

Sustainability & Corporate Responsibility

Newsweek Excellence 1000 Index – 2024

TIME's World's Best Companies List – 2023

Microsoft Sustainability Changemaker Partner of the Year – 2022

World's Most Ethical Companies, Ethisphere Magazine – 2024 (multi-year honoree since 2007)

Platinum Sustainability Rating by EcoVadis (top 1% of more than 100,000 companies worldwide) – 2022 (Gold Ranking 2019-2021, 2024)

100 Best Corporate Citizens, 3BL Media – 2022 (#21 in overall ranking; multi-year honoree since 2006; one of only 19 companies to make the list every year since 2009)

Global 100 Most Sustainable Corporations in the World, Corporate Knights – 2023 (#1 in our industry, ranked #12 overall; multi-year honoree since 2013)

Named to the Fortune Magazine Change the World list for our innovative and transformative heat pump technology – 2023; for our OpenBlue solutions and OpenBlue Net Zero Buildings as a Service offering – 2022; and for helping the

		University of Hawai'i Maui College move toward generating 100% renewable energy on-site – 2018 Named to Fortune Most Admired Companies 2022 Dow Jones Sustainability Index, DJSI North America – 2021 (multi-year honoree since 2005) CDP Climate Change Leadership List, 2024, CDP A-List (multi-year honoree) Carbon Clean 200, ranked #31 – 2024 Global Compact 100 Index, representative group of Global Compact companies selected based on their adherence to the Global Compact's Ten Principles as well as evidence of executive leadership commitment and consistent base-line profitability, United Nations – Since 2013 MSCI Global Climate Index and other Socially Responsible Indexes – Since 2002 ENERGY STAR, ENERGY STAR Most Efficient Euronext Vigeo Eiris World 120 and U.S. 50 FTSE4Good Index KLD 400 Social Index Oekom Corporate Rating Prime status MSCI AA Status 2024 – This is Morgan Stanley's sustainability index. S&P Global ESG Index 2022 – Even at a time when companies like Walmart, Twitter and Honeywell were dropped from the S&P Environmental, Social, and Governance Index, we maintained our spot. ESG Industry Top Rated by Sustainalytics, 2024 ISS Prime Corporate ESG Performance, #1 in our GISC industry Named to 2023 Financial Times European Climate Leaders list, multi-year recognition Recipient HRH The Prince of Wales inaugural Terra Carta Seal
21	What percentage of your sales are to the governmental sector in the past three years	In the last three years, 14% of Johnson Controls sales were in the governmental sector. 2021 – 17% 2022 – 13% 2023 – 13% 2024 YTD – 12% Grand Total: 14%
22	What percentage of your sales are to the education sector in the past three years	In the last three years, 18% of Johnson Controls sales were in the education sector. K12 Schools and Higher Education 2021 – 19% 2022 – 19% 2023 – 17% 2024 YTD – 15% Total % – 18%
23	List any state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	Johnson Controls currently holds cooperative purchasing agreements with the following entities: USA: Sourcewell, Equalis Group, TIPS, NASPO, 1 GPA, OMNIA Partners Canada: Sourcewell / Canoe Procurement Group, Kinetic For each of these agreements Johnson Controls Inc., Johnson Controls Canada LP, Johnson Controls Fire Protection, and Johnson Controls Security Solutions can utilize as Prime or as an approved reseller. Our Cooperatives Sales Totals: FY2021 \$177M, FY2022 \$375M, FY2023 \$273M We have many State Government Agreements. Some of our larger State agreements include the State of New York, State of New Jersey, State of Texas, State of Pennsylvania and State of California. Our State Contract Totals: FY2021 \$162M, FY2022 \$211M, FY2023 \$179M
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA-07F-190CA: FY2021 \$18M, FY2022 \$34M, FY2023 \$33M 47QSHA23D0018: FY2021 \$25M, FY2022 \$27M, FY2023 \$39M GS-07F-225CA: FY2021 \$67M, FY2022 \$72M, FY2023 \$78M

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
Florida International University (Miami, FL)	Danny Paán, P.E. Director – Operations / Utilities Facilities Management	(305) 348-4005
City of Austin, TX	Miguel Galindo, Building Manager	(512) 974-5044
Great Lakes Water Authority (Detroit, MI)	Candice N. Hobson Water Operations Maintenance Manager	(313) 720.3949

Table 3: Ability to Sell and Deliver Solutions (150 Points)

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

Line Item	Question	Response *
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26	Sales force.	Johnson Controls is extremely well equipped to serve all Sourcewell/Canoe members throughout all 50 states within the U.S., all American territories (i.e., Puerto Rico, U.S. Virgin Islands, etc.), and all Canadian provinces via a broad and expansive network of Johnson Controls Equipment Agents (an extension of the Johnson Controls HVAC Equipment sales organization), 160 branch locations with sales and service teams, 8,300 front-line HVAC service providers, and 92 distribution and warehouse facilities throughout North America. As a supplier providing a sole source of responsibility, we are a leading provider of equipment, controls, solutions, and services for HVAC and refrigeration systems for Sourcewell members under our current HVAC contract with total sales of \$685M since 2020. This includes solutions outlined in the Sourcewell RFP for HVAC systems and related products and services, including all types of heating, ventilation, air conditioning, indoor air quality, and water heating or treatment solutions and infrastructure. 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 both people and the planet. Within North America, our company has more than 42,000 direct employees. Most of the employees are permanent full-time with less than 1% being temporary or part-time. Our extensive network of sales and service providers work in concert to ensure the satisfaction of our customers and the quality and success of our solutions. Our Customer Relationship Management (CRM) system ensures timely communication and contract compliance by programmatically enforcing contract terms. If an Account Executive does not respond to an inquiry within an allotted timeframe, the system automatically escalates the inquiry to the Sales Manager. Additionally, we have dedicated Vertical Market Directors who are responsible driving business for the K-12, Higher Education, Healthcare, Local Government, State Government, Public Housing, and Federal Government markets. They are very knowledgeable of cooperative purchasing processes and procedures and will be instrumental in ensuring our sales team maximizes the use of this agreement with our customer base. They will assist with the training of our field sales teams about the benefits of the Sourcewell contract and how to leverage this agreement to the benefit of new and existing Johnson Controls customers. Additionally, they will work to continually identify new opportunities for cooperation with Sourcewell. While we have served Government customers for decades, in June of 2024, Johnson Controls created an Industry Director role for Government vertical market. This position will bring specific focus to growing the government vertical for both federal, state, and local government markets and include building out a team of Government Business Development Managers, Engineering and Operations Professionals, compliance, and legal personnel. The existing Cooperative Team can leverage these additional resources to expand the number of sales representatives that sell using Sourcewell/Canoe. While our geographic footprint is unparalleled, Johnson Controls further stands apart from our competitors based on the sheer magnitude of skilled team members we have ready to best serve Sourcewell members. We leverage and coordinate between our sales and service functions through customer relationship management (CRM). Here are a few examples in cases where our sales and service teams and their respective disciplines provide customer value: Customer Support: Sales and service teams work together to provide support to customers. Sales reps assist customers in troubleshooting issues or answering questions about products/services they have purchased. Cross-Selling: Both sales and service teams cross-sell to existing customers. Sales team members identify opportunities during the sales process, while service teams leverage their relationships with customers to suggest additional products or services that may benefit them. Customer Feedback: Both sales and service teams collect customer feedback, such as complaints, suggestions, or compliments. This feedback is used to improve products, services, and the overall customer experience. Renewals and Retention: Sales and service teams collaborate to retain existing customers and renew contracts. Service teams play a role in customer retention by ensuring customer satisfaction and addressing any concerns or issues. Training and Onboarding: Sales teams work with service teams to provide training and onboarding support to customers. This involves educating customers on product usage, features, and best practices. Overall, the overlap between sales and service functions is essential for maintaining strong customer relationships and ensuring customer satisfaction. Effective collaboration between these teams leads to increased customer loyalty, repeat business, and referrals.
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27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	As mentioned previously, Johnson Controls is extremely well equipped to serve all Sourcewell and Sourcewell/Canoe members under this HVAC agreement via a broad and expansive network of Johnson Controls Equipment Agents (an extension of the Johnson Controls HVAC Equipment sales organization), 160 branch locations with sales and service teams, and 92 distribution and warehouse facilities throughout North America. We are a leading provider of equipment, controls, solutions, and services for HVAC and refrigeration systems for Sourcewell members under our current HVAC contract with total sales of \$685M since 2020. As mentioned previously, we understand the importance of having a local presence in the communities we serve. This is why we have over 8,300 front-line service providers nationwide in over 160 branch locations. These sales and service providers are direct employees of Johnson Controls. We provide Sourcewell member agencies with an unmatched portfolio of smart building, equipment, controls, and services for HVAC and refrigeration systems. Within North America, our company has more than 42,000 employees. Most of the employees are permanent full-time with less than 1% being temporary or part time. Our network of channel partners and authorized sellers across North America is vast. We offer them a one-stop shop for our partners to grow their businesses with faster results through our Solution Navigator world-class self-service portal. We provide them with the tools, support and expertise they need to boost productivity in building automation systems and controls, fire, security, HVAC and industrial refrigeration. Our success, is their success.
28	Service force.	We currently have approximately 8,300 front-line service professionals throughout North America and within close proximity to each and every Sourcewell member's location. Johnson Controls Service delivers technical service solutions that improve the reliability and efficiency of plants and systems. Through planned preventative maintenance as well as emergency repair regimes and new technology, such as remote monitoring, we deliver the optimum working environment, while reducing maintenance costs and complying with statutory regulations. Johnson Controls is devoted to creating and providing healthier environments, energy savings, operational savings, occupant comfort, and sustainable solutions. We will match the right technician with the right job to ensure the highest level of service, safety, and expertise – every time. As the leading service provider operating in 150 countries with 16,000 technicians and 12,500 global service delivery personnel, we have more in-house knowledge than any other company in the world. If it is inside your building, we know how it works and how to keep it running at peak performance.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Johnson Controls' branches and Johnson Controls Equipment Agents will manage the HVAC and related systems, products, and materials ordering process on behalf of the Sourcewell member. During the selection process, Johnson Controls will provide the member with a product and services proposal submitted on Johnson Controls letterhead with the proposal serving as the basis for the project contract. A local branch manager will be assigned to the job who will focus on verification of cost, schedule, and technical status to ensure money is spent ethically and responsibly. These values will be reported in sufficient time to prompt effective management response. It is important that any issues or variances be communicated to the team immediately for resolution. The appropriate products will be ordered following the HVAC product selection process and agreed to by both the Sourcewell member and Johnson Controls. Materials will be ordered with adequate lead time to be available on site when required for installation activities. For large equipment or equipment with long lead times, our standard practice is to order the equipment as early as possible to ensure delivery does not negatively affect the project's schedule. A periodic update of the material equipment list will be generated to ensure compliance with the project schedule.
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Johnson Controls' service team provides emergency and/or call-as-needed service. Dispatched through our 24-hour operation center, professional tradesmen and technicians are available whenever and wherever needed. In most North American locations, we have the capability to answer emergency calls within two hours of the original call. Once issues are logged via our 24-hour emergency number, a record of the emergency is made for tracking purposes, and a service team member or members will be dispatched to the site of the issue. As it pertains to emergency service calls after project implementation, we have over 8,300 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. 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. Our internal policy is to respond to customer questions or outreach within a 24-hour turn-around at all times. We commit to maintaining proactive communication about project activities and we use cloud-based project management software as our hub to connect and share data. While our response times may vary depending on location, they typical are as follows: Immediate phone response time.

Four-hour on-site response time.
Two-hour emergency response time.

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

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

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

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

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

We deliver unparalleled OEM service support for our industry-leading 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. When it comes to servicing HVAC equipment or controls system, we will provide customers with the expertise, resources, professionalism, and results expected from a global industry leader – with the attention to detail and commitment to community of a local service provider.

The Johnson Controls E-Service tool provides a customer portal where Sourcewell members can access information related to their building(s) and service jobs, including details about service history, service requests, agreements, and invoices. From the main portal page, they can also review news articles and connect directly to various offerings.

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

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

Maintenance

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

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

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

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

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

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

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. To accomplish this, we own and operate 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.

		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: - Real-time utility and energy usage - Building automation and controls - HVAC equipment - Lighting - Electrical systems - Refrigeration systems Ongoing Collaboration and Communication Throughout Project Duration Johnson Controls' management approach is based on transparency and collaboration. Open communications throughout all project phases helps to prevent issues from turning into problems, ensuring that we consistently adhere to our project commitments to delivering quality work on-time and on-budget. The collaborative process established for Sourcewell member projects sets the foundation for the project to ensure that we are openly communicating with each member. We hold workshops at key milestones and conduct weekly coordination meetings with the Sourcewell member's facilities personnel. Our conversations with each member's team will allow us to gain a complete understanding of their expectations while we are in their facilities from the onset, with the goal of preventing issues from arising once work is underway. With years of experience managing similar projects of every magnitude, our project leaders know the right questions to ask and can anticipate challenges and proactively address them.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Johnson Controls frequently provides HVAC products and services to customers throughout North America. If we are awarded this contract, we will gladly continue to support Sourcewell members across North America moving forward just as we have been doing since our first Sourcewell HVAC award in 2017. Our network of branch offices and expansive team of Equipment Agents will support all Sourcewell members across all geographic areas and market sectors. Our branch offices and local Equipment Agents will receive ongoing guidance, support, and expert advice directly from our HVAC team as it pertains specifically to HVAC products and related services. Additional assistance will come from our lighting, digital, renewable solutions, wastewater, water conservation, building automation, building envelope, utility metering teams, engineering teams, and Sustainable Infrastructure teams for additional products and services that may be eligible for procurement under this agreement. This level of support coming from an all-encompassing series of experts focused on developing and implementing solutions that cover a HVAC-related projects as well as a wide-ranging level of supplemental project scopes will ensure that Sourcewell members will receive the most innovative and applicable products and solutions available today. These teams will work together with the branch offices and agents working specifically with each Sourcewell member throughout the life on each project's contract. We will be offering and promoting an awarded contract to all current Sourcewell members as well as new market segments and verticals through the proposed contract.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Johnson Controls will support all geographic areas and market sectors throughout all provinces across Canada. We have 13 branch offices and 65 local satellite offices located throughout the country covering every province as we have a long history of implementing HVAC projects for Canadian customers and existing Sourcewell members. All Canadian Sourcewell/Canoe members will have access to all products, solutions, subject matter experts and teams focused on delivering HVAC products and solutions to ensure all member projects achieve the goals and levels of success required of their stakeholders, staff members, and communities. Additional assistance will come from our lighting, digital, renewable solutions, wastewater, water conservation, building automation, building envelope, utility metering teams, engineering teams, and Sustainable Infrastructure teams for additional products and services that may be eligible for procurement under this agreement. We will be offering and promoting an awarded contract to all Sourcewell/Canoe member segments and verticals through the proposed contract.
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	All North American geographic areas (found within the United States, U.S. territories, and Canada) will be fully serviced regardless of location through this proposed agreement.

34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	Johnson Controls' team is able and will provide HVAC systems and related products and services as outlined in the RFP to all Sourcewell/Canoe members throughout the United States, U.S. territories, and Canada. However, if the Cooperative codes do not allow for Cooperative purchasing in that particular State, Territory, Province, or within a specific vertical market to be performed, we will fully comply with those laws or regulations and the contract will not be made available or offered to those members.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	We deliver products to all corners of North America, from downtown Manhattan to the islands of Hawaii to remote, northern Alaska. We have service branches in Alaska, Hawaii, and U.S. territories and can service these areas. Service time and or product delivery times to remote locations may differ from the typical time frames discussed in this proposal.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes. Johnson Controls will extend the terms of any awarded master agreement to all nonprofit entities taking part in the Sourcewell HVAC contract program provided they are eligible to lawfully take part based on local, regional, or Federal regulations and guidelines.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	We employ a multi-faceted marketing strategy that includes direct E-mail communications to our database of over 80,000 direct customer contacts and digital marketing efforts to push messages on social media (LinkedIn) and our website. We will partner with Sourcewell to ensure Participating Agencies and our customers are aware of the awarded contract through multiple marketing and communication campaigns. 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). Johnson Controls is not able to provide an external website to host the contract documents and other requested items. However, we do provide an internal page to promote the contract to our sales/service teams where we will announce and provide Master Agreement details and contact information. Within the first 30 days, we will publish a co-branded press release to the media. Within the first 60 days, the Cooperative Contracts team will launch this newly awarded contract to the branches, agents, and SI teams throughout our organization. Field Sales Marketing Efforts: Our primary opportunity to connect with customers regarding the benefits of the Sourcewell agreement is made through our field sales personnel. Training our sales personnel on this agreement must be a top priority. We will leverage the expertise of the Sourcewell team to help guide these efforts to ensure that our teams are comfortable with how to present the Sourcewell agreement to their public sector customers. Customer Relationship Management: We have 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 Sourcewell cooperative program to prioritize internal branch and sales training programs as well as to identify existing Sourcewell members that we currently do business with to ensure they are aware of our new agreement. Johnson Controls has standardized on Salesforce.com (SFDC) as our Customer Relationship Management tool. SFDC unifies all of our customer data, sales contacts by job function, sales opportunity information, sales history, leads received at trade shows, and account plans across our Systems, Services and Energy Solutions businesses into a single data base. SFDC is a tool that enables us to quickly and efficiently contact specific vertical market customers to communicate news releases (either using email or regular mail). With SFDC, we can create a monthly newsletter to our public sector customers to keep the benefits of using the Sourcewell agreement in front of our customers throughout the year. We would target our messaging to resonate with department managers, procurement personnel and the primary business official for our public sector customers Marketing Campaigns: Throughout the term of the Master Agreement, we will continue to promote the contract award via marketing and collateral materials made available through direct mail campaigns, advertisements in regional or national trade publications, and announcements made on applicable social media channels. Johnson Controls communicates monthly with our existing and potential customers through our Silver Bullet Marketing campaign. We will include a reference to the Sourcewell agreement in monthly communications that align to the products and services covered by this agreement. Trade Shows and Events: We commit to attend and participate in national, regional, and supplier-specific trade shows, conferences, and meetings with Sourcewell throughout the term of the Master Agreement. We will also commit to attend, exhibit, and participate at the NIGP Annual Forum in an area reserved by Sourcewell for partner suppliers as dictated by the RFP. Marketing Tool Kit: We will create a marketing tool kit for the Sourcewell Master Agreement to distribute to our

		field teams to use in a direct mail campaign. Included in the tool kit will be marketing materials that highlight the following customer benefits: - Simple and easy to use process - Membership is free to the public sector customers - Pricing structure is simple and straightforward and already includes all applicable fees (no additional add-ons to pricing) - Labor pricing structure is based upon local published Johnson Controls labor rates; this approach ensures that labor rates are competitive in the local economy - Eliminates the additional costs incurred by our public sector customers when they follow the traditional Design/Bid/Build process and costs incurred to prepare and issue bid specifications plus the time required to evaluate and award contracts - The traditional Design/Bid/Build approach frequently does not meet a customer's need to have HVAC repairs and/or replacements completed by a specific time The tool kit will also include case studies with endorsements from Johnson Controls customers who have used the Sourcewell agreement with Johnson Controls and were very happy with the process. Professional Public Sector Organizations: 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. 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 HVAC subject matter expert (we have training not only on HVAC, but also on leadership skills, sustainability, green buildings, etc.).
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We use a variety of electronic platforms to ensure contract awareness across our existing customer base. For example, we use social media (LinkedIn) and our website to educate customers on new and existing HVAC products, in addition to pushing marketing messages promoting our Sourcewell contract. We have recently begun a partnership with a digital platform to help promote our offerings to the public sector and will leverage this platform to promote our partnership with Sourcewell to all current and potential new members. Some additional ways we are enhancing our marketing effectiveness include developing a strong digital component to our advertising program that includes pay-per-click advertising, online banner advertising, e-newsletters, and links to JohnsonControls.com from key websites. We continue to make significant investments in redesigning our website and implementing marketing automation software that integrates with salesforce.com. Other digital enhancements to our marketing efforts include: - Updating our existing customer database files for known Sourcewell members. - Continuous refresh/updates to our internet presence (as stated, there will be a dedicated page to Sourcewell). - Conduct email campaigns. - Generate potential new customer leads available for inclusion into Sourcewell contracts via our lead generation partner, Bay MarketForce. - Promote the contract via digital newsletters and corporate announcements.
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	Johnson Controls has had tremendous success with our previous and current Sourcewell awarded contracts. We continue to have many repeat customers using the current Sourcewell agreements and have worked to expand the program by training our internal teams on how the Sourcewell contract meets the Sourcewell member's RFP requirements. We would like to continue building upon our past successes working with the Sourcewell team, while also making improvements based on our learned experiences. Our Cooperative team has had the benefit of working with Sourcewell's Principal Supplier Development Executive and the Sourcewell business development team across our current three (3) awarded contracts. As a result, we are able to attend tradeshow in conjunction with Sourcewell, which greatly helps with promotion of the contract. Additionally, we are a member of NCPP, an organization that provides significant visibility to our Sourcewell awarded contracts and provides our team with numerous speaking platforms throughout the year. 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 Sourcewell to support your members and their projects. In our view, it is critical that Johnson Controls continue to work with Sourcewell and its legal team to interpret and change codes in the various states, territories, provinces, and vertical markets for this HVAC contract and for the benefit of Sourcewell members. Members of the Johnson Controls, Inc. Government Relations Team have worked with Sourcewell to target legislative action in a variety of states to help better position cooperative contracts moving forward.
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Johnson Controls, Inc., has a very limited number of products available through e-procurement platforms due to the products not being commercial-ready off the shelf. Equipment is solution-based depending upon a customer's needs. HVAC products and services are purchased primarily through our local branch network or agents as, oftentimes, customized HVAC products and related services are too complex to procure from a site given the complexity and nuance associated with the needs and requirements held by each customer.

Table 5A: Value-Added Attributes (100 Points)

Line Item	Question	Response *
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	By partnering with Johnson Controls, Sourcewell/Canoe 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 Sourcewell 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 Sourcewell 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 Sourcewell 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.
42	Describe any technological advances that your proposed Solutions offer.	Johnson Controls OpenBlue is a complete suite of connected solutions that safely and securely delivers impactful sustainability and new occupant experiences. Combining our 140+ years of building expertise with innovative technology, OpenBlue features a suite of AI-powered service solutions such as remote diagnostics, predictive maintenance, compliance monitoring, advanced risk assessments, and more. OpenBlue gathers enormous amounts of data and applies artificial intelligence to address the challenges of energy efficiency and optimization. We create smart operations with utility demand management that leads to operationally efficient buildings while our predictive maintenance and simplified asset management helps to streamline resources for utilization. OpenBlue powers advanced security solutions whilst balancing the need for personal privacy. Combining data from inside and outside of the building, OpenBlue provides proactive threat protection, improved asset safety, and delivers active compliance management. In the workplace, OpenBlue enables social distancing monitoring and contact tracing as well as solutions for clean air, health monitoring and touchless buildings.

OpenBlue provides connected experiences to increase productivity, optimize processes, and provide higher tenant satisfaction.

OpenBlue customers will be able to respond to urgent situations and buildings can switch into different modes to address various critical situations. Modes can include building management access, air flow, elevator movement, door locks, lighting, open collaboration, as well as other environmental and safety settings.

OpenBlue powers easy-to-use smartphone applications that empower people to personalize their building experience and respond to everyday building-related issues. OpenBlue includes a comprehensive collection of post-pandemic solutions for clean air, touchless environments, contact tracing, and improved security with thermal cameras.

A critical requirement of a Smart Campus Solution is its ability to integrate with various Building OT (Operational Technology) systems and Enterprise IT (Information Technology) systems. The Johnson Controls OpenBlue solution suite leverages an innovative, scalable, and robust architecture to address this requirement. We refer to this as the OpenBlue Integrated Service Platform and Applications architecture (ISP and A). 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 ultimately the comfort and wellbeing of occupants. OBEM integrates to the BMS and other facility management systems to proactively analyze energy, asset, 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 experience.

The OBEM application contains comprehensive, analytical and optimization modules that proactively analyze building energy and space data. It provides insights to identify issues, faults, and opportunities for improved performance and operational savings. Powerful analytics root out energy-related problems 24x7.

The solution can look at abnormalities detected by fault detection diagnostics (FDDs) and recommend proactive actions to address the faults. Facilities managers can then normalize the building performance to mitigate any negative impact on energy or operational aspects before it's being felt by the occupants. Also with continuous commissioning, the solution evaluates your building's energy performance based on continuous monitoring of data from baseline to operating. This added value helps resolve operating issues, improve occupants' comfort levels, and optimize the performance of your buildings.

Highlights:

OBEM is a completely scalable solution for single site to multi-site enterprise-level view. Our app-based approach gives your facility personnel the ability to scale up and scale down on functionality based on requirements and applicability.

OBEM's cyber-secure architecture is agnostic to BMS and OEM equipment, easily incorporating into your existing building environment.

High Level Benefits:

Energy KPIs and trends provide consumption details for electricity, thermal, water etc., such as EUI, WUI, consumption, and per capita consumption.

Energy Fault Detection and Diagnostics provide for energy monitoring of high unoccupied loads and non-working day consumption.

Alarm analytics help identify most critical alarms raised by your BMS.

Asset Manager provides a system that allows easy enterprise performance comparisons and life-cycle management, providing detailed visibility into site operations.

Space Performance analysis helps visualize the space usage and areas of activities throughout the building, enabling decisions based on how occupants truly use the space.

Map selection helps to select the desired location/building and navigate using Maps at the Portfolio and Location levels. The user can select Google or Bing maps.

Information for energy demand and consumption can be aggregated and displayed using baselines with various out-of-the-box dashboards. Custom dashboards can also be configured to your facility's needs.

Easy-to-understand summary reports can be generated from the dashboard data utilizing the built-in automated reporting tool.

The Energy Prediction Model helps the system learn from the data it provides and helps predict future energy demands.

Different types of custom dashboard charts, such as Line chart, Area chart, Column chart, Stacked Column chart, Pie chart, Heat Map chart, can be used based on the individual needs of your facility management team.

Using advanced machine learning algorithms, OBEM can accurately predict energy consumption and peak demand.

OBEM gathers data sets from various sources along with other client-specific data and normalizes them in a central location. The data can then be analyzed to look for anomalies and potential problems that identify opportunities for improvement or optimization.

The Service Manager feature provides specific dashboards to display information on work orders, service reports, and maintenance KPIs.

Intrinsic Work Order management within the app allows for creation and tracking of work orders created based on FDD output from the Asset Manager.

OBEM Green Hub is a powerful public-facing tool that enables building owners to showcase their properties' energy conservation and sustainability measures.

Microsoft's Power BI application is embedded into OBEM, providing the most powerful report creation capability for the world of smart buildings.

		The Tenant Portal allows a Tenant to track energy spend and consumption, compare the Consumption/Demand with other Tenants, make after-hour consumption requests, and provide a ranking of the building facilities and services. Work Order Manager provides ability for integration with your preferred CMMS/CAFM platform for a seamless maintenance workflow. The Baseline feature is a reference tool allowing comparison of actual energy use to a predefined baseline for all energy parameters for a space or meter
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	At Johnson Controls, we pride ourselves on building smarter, healthier and more sustainable tomorrows. We approach our own ambitious decarbonization goals as an opportunity to lead by example, while our nearly 140-year heritage of building technologies and services provides new solutions for customers around the world to accelerate their own net zero journeys. The following list several of the initiatives and solutions that Johnson Controls has contributed to and are actively working on. For example, we have been named to the Fortune Magazine Change the World list numerous times: In 2023 for our innovative and transformative heat pump technology. In 2022 for our OpenBlue solutions and OpenBlue Net Zero Buildings as a Service offering. In 2018 for helping the University of Hawaii Maui College move toward generating 100% renewable energy on-site. Green Initiatives Commitment to Green Refrigerants: In 2021, Johnson Controls announced that R-454B will serve as the primary low Global Warming Potential (GWP) refrigerant in the company's ducted residential and commercial unitary products as well as air-cooled scroll chillers in North America and specific international markets where codes are in alignment. This transition away from the use of high-GWP refrigerants, such as R-410A, reinforces our commitment to addressing climate change and lowering our customers' emissions for a healthier, more sustainable planet. The selection of R-454B, known commercially as Opteon™ XL41™ and manufactured by The Chemours Company, follows years of research and testing by Johnson Controls into next-generation refrigerants that maximize environmental benefits while meeting critical performance, safety and market criteria. R-454B has the lowest EPA SNAP1 approved GWP for unitary applications of all ASHRAE classified A2L (low-toxicity, mild flammability) refrigerants on the market today, coming in at 466. This is one-fifth the GWP of R-410A, far lower than the pending 750 GWP limits being proposed and offering the longest-term viability. In addition, the refrigerant can reduce the energy use of HVAC systems and improve system efficiency. Sustainable Energy for All: We are a co-convenor 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. Green Solutions 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% 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%. Over the past decade, Johnson Controls product innovations and solutions have reduced refrigerant charge in HVAC equipment by nearly 30%, while improving efficiency by more than 40%. 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%. 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. Our solutions are making a difference in buildings like the Children's of Alabama medical center, where OpenBlue and heat pump technologies have delivered \$450,000 in annual savings and reduced the use of natural gas by 69%. In Norway, OpenBlue is helping create the largest net energy-positive building in the northern hemisphere, while in Dubai Silicon Oasis, our chillers and AI-driven solutions are significantly reducing carbon footprint by some 30 percent and guaranteeing energy savings of approximately 4.2 million kWh per year. 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. Carbon Transition Plan Johnson Controls also continues to take significant climate action and has committed to achieving net zero scope 1 and 2 carbon emissions by 2040, ten years ahead of the goal set out in the Paris Climate Agreement. By 2030, we aim to cut our scope 1 and 2 emissions by 55% and we're currently ahead of schedule, having already achieved a reduction of more than 43% from our 2017 baseline. We also aim to reduce our scope 3 emissions by 16%, a goal we have already exceeded, having reduced emissions by 27% from our 2017 baseline. These ambitious 2030 emissions reduction targets have been approved by the Science-Based Targets initiative (SBTi). Rewards and Recognition Just a few recognitions Johnson Controls has received over the last year: CDP Climate Change A List - One of fewer than 400 companies to receive this distinction amongst more than 21,000 who disclosed to CDP 2024 World's Most Ethical Companies - One of just 11 companies worldwide to receive this honor 17 times ISS ESG Prime Ranking - Awarded to companies with an ESG performance above the sector-specific Prime threshold, which means that they fulfil ambitious, absolute targets MSCI AA Leadership Rating - Recognized as a leader in managing environmental, social and governance risks and opportunities Sustainalytics ESG Industry Top Rated - Designated as an industry leader in ESG management Time's World's Best Companies - Recognized for employee satisfaction, economic resilience and our progress towards ambitious sustainability goals Terra Carta Seal - One of the first 45 companies globally to receive the Terra Carta Seal for creating "genuinely sustainable markets" Clean200 - Listed at #31, up from #40 last year, recognizing the top 200 companies leading the transition to a sustainable global economy, by Corporate Knights EcoVadis Gold - Top 4 percent of more than 100,000 companies assessed across environment, labor and human rights, ethics and supply chain sustainability
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Sustainability is a cornerstone of our business. All over the world, our products and services empower customers and communities to consume less energy and conserve resources. We don't just talk about sustainability at Johnson Controls. We do what we say we will do, year after year. Our worldwide corporate headquarters in Glendale, WI, contains four LEED Platinum buildings, which provide a showcase for our energy-efficient and sustainable building products and services we provide to customers around the world. Our new Asia Pacific headquarters demonstrates our continued sustainability commitment. It was China's first "triple certified" green building — with LEED® Platinum, China Three-Star and IFC-World Bank EDGE certifications — and is the winner of the 2017 Shanghai Enterprise Sustainability Impact Award. The following are examples of the third-party eco-labels, ratings, and certifications obtained by Johnson Controls for our solutions included in this proposal, related to green lifecycle design, energy efficiency, and sustainability.

Green Building Council

Johnson Controls is a member of the U.S. Green Building Council (USGBC) and serves on its board of directors. The USGBC is the premier organization for advancing the green building movement. We were the first energy services company member of this broad-based coalition of about 600 leading building industry companies and organizations. Through our relationship with the USGBC, we have access to the country's leading environmentalists, architects, and others.

In 2022, we were awarded the LEED Proven Provider designation for LEED BD+C by the Green Business Certification, Inc. This designation was developed to streamline the LEED project review process for experienced organizations that demonstrate consistent excellence in administering LEED projects.

"Quality is at the core of the LEED certification process, and Johnson Controls has exhibited expertise in helping to bring healthy, high-performing buildings to the market," said Sarah Alexander, senior vice president of certification, GBCI. "The LEED Proven Provider model represents a great partnership between Johnson Controls and GBCI, because it allows GBCI to maintain a rigorous certification program and gives Johnson Controls an opportunity to deliver LEED projects to its clients faster."

As a LEED Proven Provider in BD+C, Johnson Controls will be able to offer clients a streamlined and truncated LEED certification process. Our high-quality submissions result in the ability to skip phases in the review process and can improve a project's chances of achieving LEED certification after only one review.

Johnson Controls is also a member and Platinum Sponsor of the Canada Green Building Council (CaGBC), a national organization with representation from all sectors of the building industry (architects, environmental groups, engineers, utilities, product manufacturers, building owners, and federal, provincial and municipal governments). The Council promotes the design, construction, and operation of environmentally responsible, profitable, healthy places to live and work, and is responsible for administering the Leadership in Energy and Environmental Design (LEED) program in Canada.

Leadership in Energy and Environmental Design

As a charter member of the U.S. Green Building Council (USGBC) board, Johnson Controls helped develop the Leadership in Energy and Environmental Design (LEED) Green Building Rating System. This rating system provides standards and recognition for designing, constructing and operating sustainable, high-performance facilities. With approximately 800 LEED credentialed employees, we are able to help our clients navigate the LEED rating system and certification process for both new and existing buildings.

Johnson Controls has completed over 52 million square feet of certified green building space for our customers around the world. For example, in 2019, McGill University Health Care became the first facility in Quebec to achieve its second LEED Gold Certification, thanks to a 30-year partnership with Johnson Controls. In 2020, we helped the Chase Center in San Francisco's Mission Bay achieve LEED Gold certification by the Green Building Council for building design and new construction. Demonstrating its commitment to the highest levels of sustainability practices, it's one of only 10 NBA arenas that have achieved a LEED certification, with six having reached Gold or higher.

WELL Certification

Public needs are changing in cities and communities around the world. To truly place their trust back into the places they call home, they need to know that the buildings and spaces where they work, live, and serve are prioritizing their health and wellness. Johnson Controls is committed to meeting these expectations through the creation of healthy people, healthy places and a healthy planet.

Through our partnership with the International WELL Building Institute (IWBI), Johnson Controls helps customers support their healthy building mission by achieving the gold standard in wellness certifications. As a leader in the people-first approach to buildings, organizations and communities, IWBI introduced the WELL Building Standard as a roadmap for customers that share its vision for wellness.

Applicants access the WELL Building Standard platform to input building preconditions and optimizations. Based on this data, they receive a performance scorecard as well as infrastructure improvement suggestions. For a comprehensive rating, the certification is strategically divided into ten components:

- Air
- Water
- Nourishment
- Thermal comfort
- Sound
- Materials
- Light
- Mind
- Movement
- Community

By achieving WELL certification, Johnson Controls customers can continue to win back public trust one person at a time. When employees, customers, residents or visitors see the WELL seal at an entrance, they can be confident knowing the environment inside has been optimized to protect every aspect of their well-being.

Standards, Audits, & Inspections

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. Our safety management system follows the standards of ISO 45001. Many of our locations are certified under this 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. Additional Third-Party Certifications We have two decades of proven sustainability success and are honored to be included in more than 40 prestigious sustainability indexes (https://www.johnsoncontrols.com/corporate-sustainability/recognition), including CDP's Climate Change Leadership List, Dow Jones Sustainability Index, and the 100 Best Corporate Citizens list since 2006. Johnson Controls has made voluntary corporate commitments to environmental efforts, including: - Copenhagen Communique. - Global Alliance for Energy Productivity. - Business Commitment to Paris Agreement. - Alignment with UN Sustainable Development Goals. - The Climate Group: EP100. - Responsible Corporate Engagement in Climate Policy. - UN Global Compact. Johnson Controls has achieved ENERGY STAR certifications for our higher efficiency Ducted Systems products, and all of our heating and cooling products sold in North America are AHRI certified for energy efficiency. Furthermore, we are proud to be recognized as one of the World's Most Ethical Companies, to be named to CDP's Climate Change A List for transparency and performance on climate change, and to be recognized by the following organizations for our commitment, our results and our transparency.
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	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 Sourcewell/Canoe members and their facilities. Our broad set of innovative HVAC and smart building products and services focuses on what you 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 Sourcewell 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.

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 \$122 billion. In Fiscal Year 2023, more than 70% of our Global Products sales were devoted to HVAC equipment, equaling more than \$6.8 billion in revenue.

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.

Sourcewell 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, Sourcewell 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.

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 Sourcewell 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 Sourcewell member. Our entire organization is structured and equipped to deliver recommendations and solutions targeted to address Sourcewell member goals and objectives.

Johnson Controls' fit for the Sourcewell member 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 Sourcewell 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."

Ethics and compliance are our first priority

Throughout our history, Johnson Controls has conducted business with integrity. Our dedication to "Do the right thing" improves our long-term business performance, reputation, productivity, and employee retention. We look forward to extending this cultural mantra to the Sourcewell member community.

46	What industry specific certifications does your company and/or equipment hold? (e.g. ENERGY STAR, NEBB).	Delivering sustainable products and solutions is core to our business and our growth as a global leader in smart, healthy, sustainable buildings. 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. Our safety management system follows the standards of ISO 45001. Many of our locations are certified under this 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. Johnson Controls has achieved ENERGY STAR certifications for our higher efficiency Ducted Systems products, and all our heating and cooling products sold in North America are AHRI certified for energy efficiency.
47	Describe any design, installation and efficiency standards or regulations that apply to your equipment (SMACNA Standards, ACCA Standards, EPA Regulations).	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. All design work performed by Johnson Controls will be controlled, documented and approved using a formal document control system. Design submittals will be reviewed for completeness, thoroughness and compliance with applicable codes. In addition, IPMVP (or equivalent measurement application) is followed for measurement and verification for energy efficient projects unless customer specifies a different protocol. Furthermore, we will also use standards developed by such recognized authorities as ICC (International Code Council), ASHRAE (American Society of Heating, Refrigerating, and Air Conditioning Engineers), EPA (Environmental Protection Agency), IESNA (Illuminating Engineering Society of North America), SMACNA (Sheet Metal and Air Conditioning Contractors' National Association), and AIA (American Institute of Architects). 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), and the lighting design guide in Chapter 10 in the 9th edition of the IESNA's Lighting Handbook. 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.

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
48	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		☒ Yes ☐ No	Johnson Controls does not hold any of these certifications and is classified as a publicly held corporation. However, Johnson Controls has a broad and well-supported diversity program and plans to offer this program through the Sourcewell HVAC contract. Our commitment to incorporate diverse-owned businesses into our product and service offerings is rooted in our mission to exceed customers' increasing expectations. Johnson Controls operates under a strategic business imperative to include commercial and purchasing processes, robust outreach and training, goal setting and tracking, and internal and external reporting that keeps diversity business development front of mind. As such, we review and communicate goal attainment and progress throughout the organization monthly. We understand that diversity business development is a team effort and requires the support of each Johnson Controls office, facility, and account. Participating Agencies may use diverse partners through the Master Agreement simply by indicating to the account manager, either verbally or in writing, of the desire for diverse-

owned business participation.

While there are no pricing changes when using the diversity program, we receive competitive bids from multiple diverse-owned businesses, which ensures you receive a competitive price for the services or equipment.

Execution/Accountability

We have a diversity business initiative that is directed by senior management and is integrated into our corporate strategy. A diverse business is defined as a company that is at least 51% owned, managed, and controlled by one or more minority persons, or non-minority women, or a small business that conforms to guidelines established by the United States Small Business Administration, or a historically underutilized business based on local country definitions.

Spending with Diverse Suppliers

We are a leader in supplier diversity. In 2023, we had \$597 million in diverse spend, and since 1993, we have spent more than \$25 billion with certified women- and minority-owned suppliers. Globally, we have included more than 300 diverse and historically underutilized companies into more than 30 product and service categories to support our customer solutions.

Program Implementation

Our program is successful because the company has built an infrastructure of accountability, training, processes, systems, and people to make supplier diversity a competitive advantage for the firm. All the operational, commercial, and advanced diversity business activities are tied together with standardized processes used companywide:

Supplier diversity training for internal departments and prime contractors

Talk back orientation sessions

Electronic capability matching and tracking

Diverse business mentoring modules

Decision-maker recognition programs

Equity joint ventures and strategic alliances

Performance tracking and forecasting

Diverse business involvement program for prime suppliers

Supplier Diversity Training for Internal Departments and Prime Contractors — We offer a course, Increasing Diverse Supplier

Participation, for every employee who is delegated the responsibility to commit the expenditure of corporate funds directly or indirectly for the purchase of goods and services.

Talk Back Orientation Sessions — We hold orientation sessions in key cities throughout the United States and via video stream. At these meetings with potential diverse suppliers, the company's supplier diversity team and procurement personnel explain the pre-qualification process and review active purchasing plans.

Electronic Capability Matching and Tracking — We use an automated process to present diverse supplier capability to internal decision makers for consideration on current and future projects. Potential suppliers with products and services complete a supplier profile. These profiles are transmitted electronically to decision makers for consideration on current and future projects. Once selected and active in the supplier base, this system produces reports on diverse purchasing performance for internal management and customers.

Diverse Business Mentoring Modules — We use the concept of buying cohorts to mentor diverse suppliers, other corporations, and regional councils. We form groups of 16 corporations and 20 diverse suppliers called business modules to provide focused procurement opportunities and corporate training on ways to strengthen supplier diversity processes.

Decision Maker Recognition Programs — Buyers compete for our coveted Chairman's Award and Merit Award. Candidates increase their chances of winning by structuring deals with diverse firms that offer continuous improvement in our products or services to our customers, productivity in our facilities, and time compression. Field personnel also compete in our diversity business awards program for their support of our supplier diversity strategy.

Equity Joint Ventures and Strategic Alliances — Under certain circumstances, we will structure equity joint ventures and strategic alliances with diverse-owned firms. Typically, these arrangements are formed to jointly pursue new business or to

				solve an internal technical challenge. Performance Tracking and Forecasting — Our diversity business development initiative is successful and outstanding because we believe in continuous improvement. We improve its accountability processes by adding monthly supplier diversity top project reviews with our chief procurement officer. These review meetings monitor divisional diversity purchasing performance along with upcoming customer projects that require diversity business involvement. Projects are categorized by likelihood of consummation. The list of high-potential projects, the names of the project champions and their division, project dollar values and expected realize dates are presented to the senior team. We have two levels of accountability for diversity purchasing performance: Quarterly purchase plan reviews with buying teams in each division. Monthly diversity project reviews with divisional procurement vice presidents and our CPO to develop actions for the project pipeline going forward. These enhanced accountability processes ensure diverse business involvement early on during the definition stages of our projects. These processes also organize the global sourcing efforts so we minimize the difficulty diverse suppliers can experience while trying to sell to a large organization. At any point in time, the supplier diversity team knows what projects are active and open for diverse supplier involvement. Diverse Business Involvement Program for Prime Suppliers — We require our prime suppliers to launch supplier diversity initiatives, rather than simply buy products and services from diverse suppliers. Each prime supplier that reports second tier spend is measured on the following criteria: - Completion of second tier annual plan. - Designation of a supplier diversity coordinator. - Becoming a regional member of the National Minority Supplier Development Council (NMSDC) or the Women's Business Enterprise National Council (WBENC). - Attending an NMSDC/WBENC procurement trade show or networking event. - Completion of our supplier diversity basic training course. Corporate Outreach Program The following information highlights our recent activities and achievements in support of diverse-owned firms: - Integrating supplier diversity and business development as a key component of our strategic business plan. Purchases from diverse companies are targeted to grow each year. - Convening trade shows and other events to encourage companies to purchase goods and services from diverse firms. - Including diverse suppliers in acquisitions/divestitures, lead supplier arrangements, joint ventures, and strategic alliances. - Implementing standardized internal processes throughout the company for recruiting, training, and using diverse suppliers nationwide. - Expanding the successful business module program for customers and key suppliers throughout the United States. - Adopting cloud-based systems to provide business opportunities for diverse suppliers, measure performance, and promote diversity-oriented business solutions to customers. - Strengthening mandates for existing suppliers that require them to offer solutions supporting supplier diversity, as a condition of doing business with our company. - Establishing capacity-building groups around the country to provide focused procurement opportunities and corporate training.
49		Minority Business Enterprise (MBE)	☒ Yes ☒ No	
50		Women Business Enterprise (WBE)	☒ Yes ☒ No	
51		Disabled-Owned Business Enterprise (DOBE)	☒ Yes ☒ No	

52		Veteran-Owned Business Enterprise (VBE)	☐ Yes ☒ No	
53		Service-Disabled Veteran-Owned Business (SDVOB)	☐ Yes ☒ No	
54		Small Business Enterprise (SBE)	☐ Yes ☒ No	
55		Small Disadvantaged Business (SDB)	☐ Yes ☒ No	
56		Women-Owned Small Business (WOSB)	☐ Yes ☒ No	

Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *
57	Describe your payment terms and accepted payment methods.	Pricing Terms: The price to be paid by the customer for the work shall be determined based on project scope. Payments (including payment for mobilization, engineering, and materials delivered to Johnson Controls and work performed on and off-site) shall be made to Johnson Controls based on an agreed upon down payment (percentage of total project cost) at signing. Monthly progress payments thereafter as defined below: Progress Payments: At least 15 days before the date established for each Progress Payment (first of the month), Johnson Controls shall submit to the customer an itemized application for payment for work completed on AIA Forms 7202 and 7203. Submission of the agreed upon monthly progress payment invoice will be delivered to the district 15 days after the pencil copy. Payment will be made by the customer no later than 30th day of the following month. Such applications for progress payments may include requests for payment on account of changes in the work which have been properly authorized by modifications. Progress Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the work. If approved in advance by the customer, payment may be similarly made for materials and equipment suitably stored off the site. Final Payment, constituting the entire unpaid balance for the work, shall be made to Johnson Controls within 30 days after the Substantial Completion Date. Payments may be withheld on account of any breach of the Agreement by Johnson Controls and claims by third parties (including Johnson Controls subcontractors and materials suppliers), but only to the extent that written notice has been provided to Johnson Controls and Johnson Controls has failed, within 10 days of the date of receipt of such notice, to provide adequate security to protect the customer from any loss, cost, or expense related to such claims. Payment Methods: We accept wire transfer(ACH), check, money order, and credit cards.
58	Describe any leasing or financing options available for use by educational or governmental entities.	We Bring a Structured Finance Team to Identify Options Our Structured Finance department, through our finance company Johnson Controls Capital LLC (JC Capital), is dedicated to identifying customized financing options for clients. We can provide general information relating to all available financing options to assist with analysis of each financing option. Johnson Controls can also provide detailed and project-specific factual information on contingent payment, leases, and grants and incentives. In providing such information, Sourcewell members should understand that we are not recommending a course of action on any of the financing options, nor are we acting as an advisor. Johnson Controls is not registered as a municipal advisor with the Securities and Exchange Commission pursuant to Section 15B of the Securities Exchange Act of 1934. If a Sourcewell member is considering financing a project using municipal securities, they should engage and rely on the advice and recommendations of independent municipal advisors, bond counsel

and underwriters with respect to the aspects of such financing. Should a Sourcewell member need it, Johnson Controls can provide a list of such advisors with whom we have worked with in the past and know they have experience in providing such advice on energy efficiency and facility improvement projects. Johnson Controls has no arrangement or understanding, formal or informal with, and receives no benefit, directly or indirectly, from such parties by providing a Sourcewell member with their names or should their services be chosen.

Should a Sourcewell member decide to finance their project through the issuance of municipal securities, Johnson Controls can assist as needed with factual information the bond counsel or underwriters may need on a description of the project, project scope, cost and overall projected benefits. Our Structured Finance team wants to match the right financing structure with what is best for Sourcewell members, and most appropriate for the project.

Financing Options

Johnson Controls has provided structured financing for thousands of clients. We recently financed more than \$500 million in energy projects in one year alone. We work with more than 20 lenders, grant and rebate administrators, and finance experts every day, negotiating on behalf of our clients and helping to structure funding in the best way possible. Certain types of projects (including those involving energy performance contracting) typically require funding in the form of a tax-exempt municipal lease or tax-exempt lease-purchase agreement. While our clients may not be familiar with this type of financing vehicle, our team of experts in the Structured Finance Team has the experience and expertise needed. The team responds to the special characteristics of each project to identify customized financing options for every project.

Most of the firms that provide facility improvement and energy infrastructure financing actually secure financing through a third-party lender. Johnson Controls has formed Johnson Controls Capital LLC (JC Capital), a wholly owned subsidiary that acts as our captive finance company, established with the sole purpose of creating global financing solutions, facilitating and streamlining financing for Sourcewell members.

We arrange financing purely to assist our clients. Our Structured Finance Team matches the right financing structure to what is best for the Sourcewell member and most appropriate for the project. There are multiple ways to finance a performance contract project with Johnson Controls. The following information summarizes finance options.

Johnson Controls' Exclusive Contingent Payment Program

Johnson Controls understands that Sourcewell members may prefer not to borrow money from a bank or issue bonds to purchase infrastructure improvements. With that in mind, we offer our Johnson Controls Contingent Payment Program, which allows clients to avoid an unconditional debt service obligation.

The Contingent Payment Program was created by Johnson Controls to give clients an alternative to traditional debt financing. The program offers the following benefits:

- The member pays nothing during installation.

- Sourcewell members will pay less than expected if a performance shortfall occurs (provided there is a guarantee associated with the project).

- Payments during any potential performance period equal savings generated by the energy improvements for those projects that may have savings guarantees

In the Contingent Payment Program, Sourcewell members would not borrow money from a bank or issue bonds. Instead, Johnson Controls would fund the cost of the project and would allow the Sourcewell member to pay for the project over time. The member would not make any payments to Johnson Controls until after project installation.

Once we complete the project installation, the Sourcewell member would make scheduled quarterly payments to Johnson Controls equal to the number of benefits that the project is expected to deliver. Many clients choose to pay for those benefits from their utility budget. A decrease in utility cost provides funding to pay for energy savings.

It is important to note that the member does not have an unconditional debt service obligation to Johnson Controls. Instead, the amount the member pays is contingent upon Johnson Controls' delivery of savings for those projects where savings guarantees may have been established. If we do not produce the savings as

expected, the Sourcewell member can withhold the shortfall amount from your next payment.

This variable structure based on performance creates a maximum payment amount that could be due, but no minimum. This means our cost recovery is capped and could be lower than expected. Johnson Controls bears the risk if we fail to deliver the benefits as established in the project's contract, and the member can consequently pay less than expected.

We can offer terms that are typically longer than what most banks allow. To manage working capital, we assign the long-term accounts receivable to investors. However, it is important to note that Johnson Controls has complete responsibility for its performance at all times through the term of the contract.

Lease Financing

The most common form of financing for a project that includes performance-based guarantees and for the majority of performance contract projects is a lease-purchase agreement typically secured through a Tax-Exempt Lease Purchase. In these arrangements, the Sourcewell member (as lessee) enters into a transaction with a financial institution (the lessor). A lease-purchase is popular because:

- It is not considered statutory debt.

- It does not require voter approval.

- The documentation and closing costs are relatively light.

- The time to close can be less than 30 days.

According to the Association for Government Leasing & Finance, one of the most valuable attributes of a lease-purchase is that it enables clients to finance projects without incurring a "debt" or an "indebtedness" that is subject to voter approval and debt limitations.

The most frequently used covenant is the non-appropriation clause.

The documents are drafted so that the lessee may elect to not renew its obligation at the end of the current fiscal period. The lease payment that the lessee makes for each fiscal period is consideration for use and enjoyment of the leased property during the particular fiscal period.

If the lease payments are paid from the current fiscal period's revenues and the lessee has no obligation beyond the current fiscal period, the lease-purchase is not considered debt under the laws of most states.

The lease-purchase will contain an original term equal to one fiscal period and option renewal terms for each subsequent fiscal period of and when the lease-purchase is appropriated. The number of renewals is limited to a maximum term.

If a lessee doesn't appropriate rental payments in its budget for a succeeding fiscal period, the lease-purchase was not renewed, and it automatically terminates. This is not a default. The lessee has simply exercised its contractual right under the lease-purchase. The risk is born by the lessor. It should be noted that credit rating agencies, like S&P and Moody's, negatively view an act of no-appropriation.

In most transactions, the lessee has a purchase option to pay off the lease-purchase early and acquire the equipment. To secure the payment of the lessee's obligations, the lessor retains a security interest constituting a first lien on the equipment. During the lease term, title resides with the lessee. However, if the lease-purchase is terminated early for reasons other than exercise of the purchase option, title automatically transfers back to the lessor. A lease-purchase can be structured to qualify for tax-exempt status, which carries a lower interest rate than a taxable lease-purchase of similar credit quality and term. There are a wide number of banks and leasing companies that participate in the lease-purchase market. That broad supply of capital ensures competitive pricing. It should be noted also that a lease-purchase is typically structured as a private placement.

That lack of liquidity and the non-appropriation clause frequently means that a lease-purchase has interest rates that are slightly higher than a bond issuance. However, the closing cost for a lease-purchase is relatively low, which often makes it an efficient financing vehicle for projects under \$25 million. A lease-purchase is also very flexible, as amortization schedules can be "sculpted" to match any established savings guarantees for that particular project (or for those projects that are part of a broader performance contract), and there are no minimum principal payment denominations. Another positive attribute is that the time needed to close is relatively short (approximately 30 days).

Johnson Controls can work with lenders to design a payment

schedule that corresponds to the construction period, and if there may be a guarantee associated with the project, savings generated from the project. The goal is to create a cash flow neutral transaction for the Sourcewell member. We can help to identify lenders that can offer lease-purchase terms that are as long as the law will allow. The longer amortization term enables the member to obtain more facility improvements with the same amount of savings for those projects where savings guarantees have been established. This reduces the number of improvements that the Sourcewell member needs to purchase through your capital budget or other debt financing.

Bonds

Many customers have a master indenture for bond issuance to finance their capital improvements. The same vehicle can be used to fund HVAC-focused products as well as a myriad of other project types including energy savings projects. The Sourcewell member may choose to issue bonds solely for a specific Johnson Controls project, or for a larger capital improvement plan that rolls into the performance contract. For larger transactions, the capital market is an excellent funding source for credit-worthy borrowers that require a broader pool of investors or more financial flexibility. In addition, bonds typically have the lowest cost of capital, which enables clients to maximize their projects. We cannot provide recommendations on a bond issuance. However, we can provide in-depth detail on the project to enable the Sourcewell member and their advisors and underwriters to structure a bond issuance in a way that best services the needs of the member.

Investment Tax Credit

The Investment Tax Credit (ITC) provides a federal tax credit for owners of certain eligible investments. Taxpayers that are state and local governments and tax-exempt entities may receive cash in exchange for ITCs via a direct payment election. The ITC percentage could be between 6% and 50% (without considering a low-income bonus allocation) of the eligible investment(s) depending on the facts and circumstances of a project. While Johnson Controls cannot provide tax or legal advice, we do have expertise with the ITC program, its process, and key considerations. As we work with Sourcewell members to build and finalize project scopes, we will leverage our internal ITC specialist to layer in potential ITC impacts. Ultimately, the act of computing or claiming an ITC is the responsibility of the entity that owns the eligible property. As necessary and allowable, we will share relevant project information with the Sourcewell member's tax and legal counsel in their effort to compute and claim an ITC.

Leveraging NCL Government Capital

Aside from these financing and leasing options, we recommend that customers leverage NCL Government Capital. NCL has a Sourcewell awarded contract and provides tax exempt municipal financing.

Please visit the NCL Government Capital site using the link below to learn more.

www.sourcewell-mn.gov/cooperative-purchasing/011620-ncl.

Energy as a Service

Energy as a Service (EaaS) enables our customers' privilege of focus for their core operations and purpose by transferring their financial risk to meet their organization's decarbonization goals to Johnson Controls. It represents a business model whereby the Sourcewell member would enter into a service contract, which would include a defined scope of services, future O&M, future lifecycle and energy cost, and potentially other capital requirements such as new energy efficient building technologies, central plant upgrades and measures to meet the member's carbon reduction goals. The tally of these costs and improvements would be financed, which will be paid back monthly in fixed guaranteed payments based on the availability of services.

Under this model, proponents would utilize several practices to enhance and minimize the use of capital by creating O&M and energy savings through proven contracting methods such as the following opportunities:

- BOOM (Build, Own, Operate, Maintain)
- Energy Savings Performance Contracts (ESPC)
- Power Purchase Agreements (PPA)
- Pay for Performance Contracts
- On Bill Financing Solutions

With the above in mind, Johnson Controls can customize a model that best supports the goals and objectives of the Sourcewell member. We have the experience to utilize the various contracting

methods mentioned to develop an EaaS approach that will provide long-term cost certainty, asset renewal and improved service delivery. Infrastructure as a Service

Our Infrastructure as a Service (IaaS) program is one-way public entities can redirect operating expenses into capital improvements without diminishing their borrowing capacity or cash reserves. Under this program, the Sourcewell member would make no upfront capital investment. Together with our funding partners, Johnson Controls would pay for the cost to engineer and install improvements that optimize the utility, operational, and capital costs for the energy infrastructure (and for that matter, any other building technology). Once installed, the member would pay for the benefits that it receives over the contract term.

Infrastructure as a Service is a "pay for performance" program. A key difference is the inclusion of maintenance and lifecycle replacement throughout the term of the agreement. Johnson Controls will refurbish and repair all equipment throughout the agreement but will not ask the Sourcewell member for more funds. You get the benefit of new infrastructure without the burden of ownership. We pay all operations and maintenance costs during the contract term. At the end of the term, the member can choose to either extend the service contract or purchase the improvements for fair market value. The Sourcewell member also has contractual hand back provisions at the end of the agreement so that Johnson Controls honors our Facility Condition Index (FCI) at end of term. IaaS clients have strong credit ratings and can afford to traditionally finance the projects but consider the packaging of maintenance, lifecycle and FCI on a per unit basis a set-it-and-forget-it model.

Power Purchase Agreement (PPA)

Through third-party ownership, a Power Purchase Agreement (PPA) provides customers the ability to purchase electricity generated by on-site renewable energy systems for a period of 15-25 years. This method is advantageous because no upfront funding is required, the customer is not responsible for operations and maintenance of the systems, and it allows for predetermined electricity pricing. A PPA can also leverage federal and state tax incentives not available to some customers.

Under this program, Sourcewell members would make no upfront capital investment. Together, with our funding partners, Johnson Controls would pay for the cost to engineer and install the solar arrays. Once the project is completed, the Sourcewell member would pay for the benefits that it receives over the contract term through a program that offers off-balance sheet financial treatment. This program is a "pay for performance" program, where the Sourcewell member only pays for the energy and/or resiliency benefits realized, should the member want to further consider energy storage as part of the program.

Each Sourcewell member gets the benefit of new infrastructure without the burden of ownership. Johnson Controls covers the operational and maintenance costs during the contract term. At the end of the term, the member can choose to either extend the service contract or purchase the improvements for fair market value (FMV).

Based on IRS law, a Fair Market Value buyout at a selected year of ownership is required to monetize the tax credit in a PPA.

59

Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.

The following standard transaction documents within a file entitled Johnson Controls Transaction Documents within the Documents section. These transaction documents may be used in connection with an awarded agreement.

U.S. and Canada HVAC Controls and Equipment: Johnson Controls' standard agreement for HVAC Controls and Equipment projects at the branch level.

U.S. HVAC LM and PSA: Johnson Controls' standard agreement for labor and material and or preventative service agreements to maintain facility equipment and controls at the branch level.

Canada HVAC LM and PSA: Johnson Controls Canada LP's standard agreement for labour and material and or preventative service agreements to maintain facility equipment and controls at the branch level.

U.S. Install: Johnson Controls' installation agreement for instances where implementation-only (no guarantee) is desired by customer from the Sustainable Infrastructure team.

Caveat applicable to all: These are templated, base agreements subject to jurisdiction and context-specific tailoring, periodic updates, and negotiation.

60	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	As it pertains specifically to HVAC-based projects, Johnson Controls does accept P-card procurement and payment, and we do not pass on any fees to the customer. However, if the project is broader in nature, P-card may not be a viable procurement and payment option. In addition to accepting P-card procurement and payment for HVAC-focused projects, we also accept wire transfer, check, money order as procurement and payment options.
61	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	We have uploaded a pricing table that provides the applicable pricing / discounts for every product and or service. Please note: All Pricing provided under this contract is available in both U.S. and Canadian currency. The following provides additional details for the Products and Services categorized on the Johnson Controls HVAC Systems with Related Products and Services 080824 Pricing Table: 1. Digital Solutions – A Johnson Controls internal team that specializes in our OpenBlue Technologies. The OpenBlue Team provides the Branch sales personnel or Sustainable Infrastructure Team with a discount off list price. 2. York Chillers – The Johnson Controls pricing tool or the Johnson Controls Agent provides the Johnson Controls Branch sales personnel, or the Sustainable Infrastructure team with a list price or National Account Preferred Supplier (NALP) discount off the list price. List price or NALP discounts are used dependent upon what internal pricing tool is being utilized; however, both have the same resultant price. 3. York Air Handling Equipment – The Johnson Controls pricing tool or the Johnson Controls Agent provides the Johnson Controls Branch sales personnel, or the Sustainable Infrastructure team with a list price or NALP discount off the list price. List price or NALP discounts are used dependent upon what internal pricing tool is being utilized; however, both have the same resultant price. 4. Johnson Controls Terminal Units – The Johnson Controls pricing tool provides the branch sales personnel with a discount off list price. When the Sustainable Infrastructure team is providing the units to the Sourcewell member, the branch is considered an internal partner. 5. Johnson Controls Commercial Unitary Equipment – The Johnson Controls pricing tool provides the branch with a discount off list price. When the Sustainable Infrastructure team is providing the equipment to the Sourcewell member, the branch is considered an internal partner. 6. Johnson Controls DDC Metasys – The Johnson Controls DDC Metasys is our building management / controls product. The Johnson Controls pricing tool provides the branch sales personnel with a discount off list price. When the Sustainable Infrastructure team is providing the controls to the Sourcewell member, the branch is considered an internal partner. 7. Johnson Controls Security Solutions Products – The Complex Security internal team has a focus of providing a wide range of security solutions. The Johnson Controls pricing tool provides the branch sales personnel with a discount off list price. When the Sustainable Infrastructure team is providing the security solution to the Sourcewell member, the branch is considered an internal partner. 8. Johnson Controls Fire Protection Products – An internal team with a focus of providing a wide range of fire and suppression solutions. The Johnson Controls pricing tool provides the branch sales personnel with a discount off list price. When the Sustainable Infrastructure team is providing the fire safety solution to the Sourcewell member, the branch is considered an internal partner. 9. Preventative Service Agreements (PSA) and Operations and Maintenance Agreements (O&M) – Internal teams provide these services at a percentage discount from Johnson Controls Local Branch Published Street Labor Rates. Products are also discounted accordingly. 10. Johnson Controls' labor associated with installs, retrofits, and services includes Prevailing Wage, if applicable – Internal teams provide these services at a discounted percentage from the Johnson Controls local branches using Published Street Labor Rates. When the Sustainable Infrastructure team is coordinating labor from the branch for the Sourcewell member, the branch is considered an internal partner. 11. Johnson Controls' Sustainable Infrastructure labor includes Prevailing Wage, if applicable – These labor rates are comprised of a percentage off of list discounts and apply to the Sustainable Infrastructure team's labor categories, which are based on the Sourcewell member's location.

12. Non-Johnson Controls HVAC Controls, Equipment, Security & Fire Products: include subcontracts, assessments, tools, management, general requirements, engineering services and surveys – This section applies to Johnson Controls Branches and the Sustainable Infrastructure team for projects that require the usage of external partners, products, and/or services. The proposals received are marked up cost plus a percentage. However, Johnson Controls has a talented and aggressive procurement department who often can negotiate lower prices or special terms based on the volume Johnson Controls purchases with these third-party vendors.

13. Miscellaneous service or parts that do not have a NALP or List Price in Johnson Controls Pricing tools – This section applies to Johnson Controls' branches that require the usage of external partners or products, and/or services. The proposals received are marked up cost plus a percentage.

14. Projects including but not limited to Performance Contracts, Installation Contracts, Design Build Contracts, Contingent Payment Contracts, Public Private Partnerships, Power Purchase Agreements, and As-a-Service Type Contracts with General Requirements, internal/external Purchase Orders, and Subcontracts for Construction and Service or any type of contract relating to energy efficiency, water conservation, net zero and related sustainable efforts – This section applies to the Sustainable Infrastructure team that serves as the General Contractor for the project. The proposals obtained for the entire project receive a marked-up cost plus a percentage.

(Note: There are additional pricing protocols listed on page two of the pricing table.)

The Excel pricing model example utilizes the pricing table discounts and provides an easy format for the Branches, Agents, and Sustainable Infrastructure team to follow to ensure compliance with the pricing table. The pricing table sets a ceiling price for the project. Keep in mind, the Cooperative legal statutes by state and vertical market govern the contract requirements for the Sourcewell member. When using Johnson Controls' internal partners, the Sourcewell member benefits because the pricing must be in accordance with the discounts associated with the pricing table. These discounts are the same or better than those provided to our large Strategic Account customers.

Each branch throughout the U.S. and Canada maintains its own published street rates. The Sourcewell members will receive a discount off the branch published rate. If the Johnson Controls branch is providing labor to the Sourcewell member through the Sustainable Infrastructure team, the published branch street rates will be discounted. The SI team internal partners include but are not limited to Johnson Controls branch offices, the Digital Team, and our York Agents.

The Sustainable Infrastructure team labor categories each have a not-to-exceed (NTE) rate. The categories include but are not limited to Operations Manager, Construction Manager, Site Superintendent, M&V Engineer, Engineer, Engineering Manager, Contracts and Administration, and Safety Manager. The category labor rate utilized will be based on the location of the Sourcewell member. For example, a project located in Los Angeles that requires prevailing wages to be paid will be at or close to the NTE labor rate, whereas in comparison, a member located in a non-metro, lower wage area that does not require prevailing wages, will be priced at a lower rate.

Investment Grade Audits (IGAs) or project development will be priced according to these labor categories and according to equipment pricing in the pricing table. IGA pricing is developed on a project-by-project basis depending on the scale and complexity of the facility, the scope and type of the measures selected, as well as the documentation requirements of the owner and respective government or agency programs.

Regarding third-party equipment / products, Johnson Controls has an internal group that specializes in the sourcing of these products to negotiate the best purchase price based on volume. Keep in mind, in some cases, we are one of the largest customers of our competition.

When developing a project, the Sustainable Infrastructure team operates both internally and externally as a general contractor. If external contractors are utilized, the team uses a "system" called Pipeline Suites to assist with obtaining bids on behalf of the Sourcewell member. If the Sourcewell member has a preferred contractor / supplier, the Sustainable Infrastructure Team will connect directly with the member's partner to obtain a proposal that meets

		the specific scope of work. These bids help to assure the Sourcwell member's procurement team and/or Board of Directors that they are receiving a fair price. Guaranteed savings also places a ceiling on pricing. Miscellaneous items will be added to each project as outlined. They include but are not limited to: General conditions that are project-specific, including safety equipment, job trailer, utilities, office supplies, travel expenses, meals, lodging, project consumables, etc. Risk and proficiency dollars are added to each project for identified potential cost for items listed in the risk log and unforeseen conditions. Bonds and insurance that are project-specific, including Johnson Controls Payment / Performance Bond, Builder's Risk Insurance costs for the project, etc. Permit Fees identified for execution of the project. Legal fees, if required. Mileage and truck fees. Any other project execution cost. 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.	
62	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Discounts vary based on equipment type and labor. We are providing discounts that exceed our standard commercial branch practices and are in line with our most preferred strategic account customers. Please refer to our pricing table for specific percentages.	*
63	Describe any quantity or volume discounts or rebate programs that you offer.	Volume discounts will be considered on a project-by-project basis. Most BSNA solutions are customized for each facility and do not qualify for volume discounts. As a global HVAC product and services as well as 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.	*
64	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	All open market or non-contracted items are priced as Cost Plus. We have a ceiling price for all products and services.	*
65	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	We offer turnkey pricing that includes all costs on a project-by-project basis as outlined in our pricing table.	*
66	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Shipping costs are included, as is disposal.	*
67	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipping costs are included in the price.	*
68	Describe any unique distribution and/or delivery methods or options offered in your proposal.	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 the Sourcwell member's warranty until we reach substantial completion. This helps save Sourcwell members money by not starting the warranty period too early, when the system is not yet in use.	*

69	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Johnson Controls utilizes a multi-faceted approach to ensuring compliance and utilization of our Sourcewell awards: 1. Johnson Controls has a dedicated Cooperative Team that conducts training and works with the field branch sales and service personnel to provide awareness and the skills necessary to complete a cooperative sale from start to finish. We have developed process flows for the HVAC representatives for how to price both projects and services. 2. Johnson Controls leverages Salesforce, and we created a required cooperative contracts field for each opportunity where the purchasing entity is an eligible member. 3. Currently we have pricing tools that provide the sales representative with list pricing, NALP, or cost plus. This makes it simple for our sales representatives to provide compliant pricing. We are working with the Johnson Controls pricing leaders along with senior management to place additional systemic controls in our project pricing tools that will enable the discounts to be automatically applied and priced in accordance with the awarded pricing table. 4. We have specific Buying Groups created for Sourcewell that field representatives select when preparing L&M and Preventative Service Agreement proposals. 5. Beginning in October 2024, our legal department is instituting a mandatory "Government" training module for every sales representative that must be completed annually. 6. We utilize Government Services Group that maintains all reporting and administrative fee functions. This team ensures that pricing was provided to eligible members and escalates any issues to the Cooperative Contracts team to research. 7. If at anytime we are made aware of an issue we are willing to correct any pricing inconsistency.
70	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Johnson Controls' BSNA team has established key performance indicators (KPIs) for evaluating the performance of our HVAC program. These internal metrics are comprised of data from both sales and finance. For example, key metrics we utilize include the number of sales representatives who have an active Sourcewell proposal in the Salesforce pipeline and year-over-year sales data associated with each Sourcewell contract. To further ensure program success, Johnson Controls' BSNA Cooperative team ensures that all of our team members have been trained on the nature of this contract and are strongly encouraged to attend the Sourcewell Universities training curriculum. We train all new hires in there on boarding training and are making a Cooperative We conduct "Relationship Surveys" annually to measure customer satisfaction and generate a Net Promoter Score. Through the surveys, we learn of additional support a customer might require and gain insight into continuous improvement areas to further meet customer expectations. "Transactional Surveys" are issued after key milestones are completed to assist with open dialogue and ensure the project runs smoothly from all points of view.
71	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Johnson Controls proposes a 1% administrative fee. On significant opportunities, we would like to leave open our ability to further negotiate a reduction on a case-by-case basis

Table 7: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
72	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Please refer to pricing table for specifics.

Table 8A: Depth and Breadth of Offered Solutions (200 Points)

Line Item	Question	Response *
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73	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	HVAC SYSTEMS WITH RELATED PRODUCTS AND SERVICES Sourcewell/Canoe 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 Sourcewell/Canoe 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 Sourcewell member's facility operators solve problems faster. Under this contract we will offer Sourcewell 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
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control, Economizer controls for free cooling, Set point adjustment, Carbon dioxide sensors, Air compressors, Lab fume 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 Sourcewell 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 Sourcewell 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 Sourcewell 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
Other 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 Sourcewell 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 Sourcewell 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 Sourcewell 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, Electrolyzers, 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 Sourcewell 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 Sourcewell 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 Sourcewell 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 Sourcewell 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 Sourcewell 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 Sourcewell 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 Sourcewell 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 Sourcewell 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 Sourcewell 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 Sourcewell 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 Sourcewell members with the products and services they may need as they are needed via an a la carte solution offering.
74	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	HVAC Equipment; Controls; Air Systems; Chilled Water Systems; Ductless & VRF Systems; Packaged & Split DX Systems; Building Systems, Services & Solutions (including Smart Connected Solutions, Energy Management, and Performance Infrastructure); Building Automation Systems; Building Wide Systems Integration; Optimization & Retrofit Services; Energy Storage; LED Lighting, Lighting Controls & Retrofit; Building Services & Parts; Operational Intelligence & Asset Protection; Integrated Security & Fire, Life-Safety & Hazard Protection

Table 88: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offered *	Comments
75	HVAC, IA4, geothermal, and water heating or treatment infrastructure, equipment, components, products, parts, and related technology	☒ Yes ☐ No	Johnson Controls offers HVAC, IA4, geothermal, and water heating or treatment infrastructure, equipment, components, products, parts, and related technology to Sourcewell members throughout the U.S. and Canada as noted within our response to question 73 of Table 8A.
76	Sensors, smart controls, thermostats, gauges, system automation, integration equipment, monitoring equipment, software, or management products and technology	☒ Yes ☐ No	Johnson Controls offers sensors, smart controls, thermostats, gauges, system automation, integration equipment, monitoring equipment, software, or management products and technology to Sourcewell members throughout the U.S. and Canada as noted within our response to question 73 of Table 8A.
77	Services complementary to the offering of the solutions described in 75 and 76 above, including installation, maintenance, repair, refurbishment, replacement, system upgrades, efficiency measurement, energy saving performance contracting, emergency or short-term HVAC equipment rental, assessment, integration, training, support, and customization	☒ Yes ☐ No	Johnson Controls offers services complementary to the offering of the solutions described in 75 and 76 above, including installation, maintenance, repair, refurbishment, replacement, system upgrades, efficiency measurement, energy saving performance contracting, emergency or short-term HVAC equipment rental, assessment, integration, training, support, and customization to Sourcewell members throughout the U.S. and Canada as noted within our response to question 73 of Table 8A.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Sourcewell HVAC 080824 Pricing Table.pdf - Thursday August 08, 2024 08:47:26
- [Financial Strength and Stability](#) - JCI 10K Report.pdf - Thursday August 08, 2024 08:48:23
- [Marketing Plan/Samples](#) - Johnson Controls Supplemental Marketing Documentation.zip - Thursday August 08, 2024 08:49:27
- WMBE/MBE/SBE or Related Certificates (optional)
- [Standard Transaction Document Samples](#) - Standard Transaction Document Samples.zip - Thursday August 08, 2024 08:58:49
- [Upload Additional Document](#) - Sourcewell_HVAC_RFP 080824.pdf - Thursday August 08, 2024 09:12:15
- [Requested Exceptions](#) - RFP_080824_Master_Agreement_HVAC (Sourcewell) (JCI redlines).docx - Thursday August 08, 2024 09:00:50
- Additional Document (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Paul Duncan, Director, HVAC Installation, Johnson Controls, Inc.

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

☒ Yes ☐ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_8_HVAC Systems with Related Products and Services_RFP_080824 Thu August 1 2024 10:18 AM	☒	1
Addendum_7_HVAC Systems with Related Products and Services_RFP_080824 Tue July 30 2024 04:12 PM	☒	2
Addendum_6_HVAC Systems with Related Products and Services_RFP_080824 Mon July 29 2024 04:00 PM	☒	1
Addendum_5_HVAC Systems with Related Products and Services_RFP_080824 Fri July 19 2024 08:29 AM	☒	1
Addendum_4_HVAC Systems with Related Products and Services_RFP_080824 Tue July 2 2024 03:42 PM	☒	1
Addendum_3_HVAC Systems with Related Products and Services_RFP_080824 Mon July 1 2024 04:15 PM	☒	1
Addendum_2_HVAC Systems with Related Products and Services_RFP_080824 Tue June 25 2024 11:27 AM	☒	2
RFP 080824 HVAC Systems with Related Products and Services Thu June 20 2024 04:11 PM	☒	1

Sourcewell Cooperative Contract #080824
Johnson Controls Pricing
HVAC Systems with Related Products and Services

As of 08/08/24

	Product/Service	Discount Type	Discount
1	Digital Solutions - OpenBlue Subscriptions	Discount from JCI List Price	5% Discount off JCI List Price
2	York Chillers (air-cooled and water cooled)	Discounts from North America List Price (NALP) or List Price depending on JCI Pricing Tool	NALP(List Price) less 55%
3	York Air Handling Equipment	Discounts from North America List Price (NALP) or List Price depending on JCI Pricing Tool	NALP(List Price) less 55%
4	Johnson Controls Terminal Units (Variable Air Volume (VAV)& Fan Coil Unit (FCU))	Discounts from List Price	List Price less 55%
5	Johnson Controls Commercial Unitary Equipment(Series 5, Series 40, Series 100)	Discounts from List Price	List Price less 55%
6	Johnson Controls DDC Metasys	Discounts from List Price	List Price less 55%
7	Johnson Controls Security Solutions Products	Discount from List Price	List Price less 15%
8	Johnson Controls Fire Protection Products	Discount from List Price	List Price less 15%
9	Preventative Service Agreements (PSA) and Operations and Maintenance Agreements (O&M)	Discount from Johnson Controls Published Street Labor Rates and products/materials	List Price less 5%
10	Johnson Controls Labor associated with Installs, retrofits and services, including Prevailing Wage, if applicable	Discount from Johnson Controls Local Branch Published Street Labor Rates	Johnson Controls Local Branch Published Street Rate less 10%
11	Johnson Controls Sustainable Infrastructure Labor, including Prevailing Wage, if applicable	Discount from Johnson Controls Sustainable Infrastructure Published Street Labor Rates	Johnson Controls Sustainable Infrastructure Published Street Rate less 10%
12	Non-Johnson Controls HVAC Controls, Equipment, Security & Fire Products: includes subcontracts, assessments, tools, management, general requirements, engineering services and surveys	Mark up over cost	Cost + 35%
13	Miscellaneous services or parts that do not have a NALP or List Price in Johnson Controls pricing tools	Mark up over cost	Cost + 35%
14	Projects including but not limited to Performance Contracts, Installation Contracts, Design Build Contracts, Contingent Payment Contracts, Public Private Partnerships, Power Purchase Agreements, and As-a-Service Type Contracts with General Requirements, internal/external Purchase Orders, and Subcontracts for Construction and Service or any type of contract relating to energy efficiency, water conservation, net zero and related sustainable efforts	Mark up over cost	Cost + 35%

See Pricing Notes on Page 2

Sourcewell Cooperative Contract #080824
Johnson Controls Pricing
HVAC Systems with Related Products and Services

As of 08/08/24

Pricing Notes:

All Pricing provided under this contract is available in both U.S. and Canadian currency.

- a. All labor rates are based upon standard hours.
- b. Overtime rates (afterhours, Saturday, Sunday): 1.5 x standard labor rates.
- c. Overtime rates (Holidays): 2 x standard labor rates.
- d. Per diem rates: Based upon location and job role to be provided.
- e. Minimum charge of 4 hours for all overtime work.
- f. Published street labor rates may be updated at the discretion of each local branch/Sustainable Infrastructure.
- g. Non-project related service / replacement parts: These will be priced in accordance with our large Strategic Account customers.
- h. Mileage – Standard rates apply for service calls calculated from branch to job site.
- i. If List Price or NALP is not available in JCI pricing tool use cost + 35%.
- j. All quotes shall meet the minimum discount percentages listed above.
- k. For quoted service (L&M) where a proposal has been requested, depending upon scope, either a fixed price/lump sum, or time and material pricing structure will be utilized.
- l. Investment Grade Audits will be priced based on the required labor hours at the listed rates plus any subcontracted services at listed discounts.
- m. Projects with an applicable Developer Fee shall be 6% of the total contract value.
- n. Johnson Controls risk and proficiency will be added to each project.
- o. Miscellaneous items like general conditions, bonds, insurance, permit fees, legal fees, and any other project execution pricing will be added if applicable to the project.
- p. Performance guarantees and or guaranteed savings will be contracted directly with the customer.
- q. Projects involving financing and/or equity will be proposed based on current market conditions.
- r. All proposals/contracts will be in accordance with the discounts listed on this pricing table and Johnson Controls will work with Sourcewell to help verify pricing upon member request.

Appendix A: Johnson Controls planned service proposal

Prepared for LOS ANGELES WORLD AIRPORTS

Customer
LOS ANGELES WORLD AIRPORTS
07 JAN 2025

Local Johnson Controls Office
7711 Center Avenue, Suite 650
Huntington Beach, CA 92647



Including Estimates for:
FMCS CUP
HVAC A/C Shop
Chillers: CUP, TBIT, VNY Fly Away, HVAC Shop

Executive summary

Planned service proposal for **LOS ANGELES WORLD AIRPORTS** utilizing Sourcewell **MASTER AGREEMENT #080824**, HVAC Systems with Related Products and Services

Dear Ramesh,

We value and appreciate your interest in Johnson Controls as a service provider for your building systems and are pleased to provide a value-driven maintenance solution for your facility. The enclosed proposal outlines the Planned Service Agreement we have developed on your facility.

Details are included in the Planned Service Agreement summary (Schedule A), but highlights are as follows:

- In this proposal we are offering a service agreement for 5 Years **starting 05/18/2025 and ending 05/17/2028**.
- The agreement **price for THREE (3) YEARS is \$ 6,063,724 including \$760,000 ANNUAL Contingency Allowance**; see Schedule A, Supplemental Price and Payment Terms, for pricing in subsequent years.
- The equipment options and number of visits being provided for each piece of equipment are described in Schedule A, Equipment list.

As a manufacturer of both mechanical and controls systems, Johnson Controls has the expertise and resources to provide proper maintenance and repair services for your facility.

Again, thank you for your interest in Johnson Controls and we look forward to becoming your building technology services partner.

Please contact me if you have any questions.



Barnabas Path, CEM
Account Executive, Owner Direct
JOHNSON CONTROLS, INC. | Building Solutions
Geza.Barnabas.Path@jci.com
+1 657 413 77 15 Direct



EXHIBIT B

Total Price per Year: \$2,021,241 (Contingency funds ARE INCLUDED in total.)

FMCS/HVAC/CHILLERS Combined Totals, Years 1 to 3 including Contingency. Years 4 & 5 NIC at this time.						
	Year 1	Year 2	Year 3	Year 4	Year 5	GRAND TOTAL
FMCS - CUP	\$949,334	\$911,104	\$911,104	\$0	\$0	\$2,771,542
HVAC - A/C Shop	\$642,812	\$642,812	\$642,812	\$0	\$0	\$1,928,436
Chiller PSA	\$425,668	\$512,410	\$425,668	\$0	\$0	\$1,363,746
TOTAL	\$2,017,814	\$2,066,326	\$1,979,584	\$0	\$0	\$6,063,724
Per Year WITH CONTINGENCY						\$2,021,241

A. Contingency funds for authorized additional work/items:

Contingency Items	Description
Contingency Funds for Major Repairs, Call-Ins, Service Repairs, and Purchase of Materials/Parts	\$760,000 per year for a total of \$2,280,000 for the 3-year contract duration for major repairs such as, but not limited to, tubes, motors, compressors, and Variable Speed Drives, Call-Ins, Service Repairs, and Purchase of Materials/Parts, Major Equipment & Controls Installation/Repair/Replace, Equipment Maintenance, and Equipment Service

Table 1a – The following rates are for 2025 calendar year and are subject to change:

Controls Labor Rate	2025 Street Rate	Discount	2025 LAWA Labor Rate
Regular Time	\$273.00	10%	\$245.70
Overtime	\$409.50	10%	\$368.55
Holidays and Sundays	\$546.00	10%	\$491.40

Table 1b – The following rates are for 2025 calendar year and are subject to change:

Chiller Labor Rate	2025 Street Rate	Discount	2025 LAWA Labor Rate
Regular Time	\$253.00	10%	\$227.70
Overtime	\$379.50	10%	\$341.55
Holidays and Sundays	\$506.00	10%	\$455.40

FMCS - LAX Central Utility Plant (CUP) Scope of Work:

	Description	Frequency	Price
Year 1 2025-26	Johnson Controls Metasys ADX10 Upgrade, SQL Upgrade/License, Windows Upgrade, CCT Software, and SCT Software	1x Fee - YEAR 1 Only	\$38,230
	Johnson Controls Metasys ADX10 Software Subscription	(1) Annual	\$8,382
	FMCS Component Phone Support (See Table 2.1 for list)	(1) Annual	\$116,801
	JICI Metasys NxE to SxE Replacement – Material Only	(up to QTY. 8) Annual	\$117,784
	Johnson Controls Factory Training (Huntington Beach, CA)	(8) Total Classes Annual	\$25,484
	Preventative Maintenance Site Visits - Controls	(260) Site Visits, (8) hours per visit Annual	\$542,653
	TOTAL YEAR 1		\$849,334
Year 2 2026-27	Johnson Controls Metasys ADX10 Software Subscription	(1) Annual	\$8,382
	FMCS Component Phone Support (See Table 2.1 for list)	(1) Annual	\$116,801
	JCI Metasys NxE to SxE Replacement – Material Only	(up to QTY. 8) Annual	\$117,784
	Johnson Controls Factory Training (Huntington Beach, CA)	(8) Total Classes Annual	\$25,484
	Preventative Maintenance Site Visits - Controls	(260) Site Visits, (8) hours per visit Annual	\$542,653
	TOTAL YEAR 2		\$811,104
Year 3 2027-28	Johnson Controls Metasys ADX10 Software Subscription	(1) Annual	\$8,382
	FMCS Component Phone Support (See Table 2.1 for list)	(1) Annual	\$116,801
	JCI Metasys NxE to SxE Replacement – Material Only	(up to QTY. 8) Annual	\$117,784
	Johnson Controls Factory Training (Huntington Beach, CA)	(8) Total Classes Annual	\$25,484
	Preventative Maintenance Site Visits - Controls	(260) Site Visits, (8) hours per visit Annual	\$542,653
	TOTAL YEAR 3		\$811,104
LAX CUP CONTROLS 3-YEAR GRAND TOTAL		\$2,471,542	

Johnson Controls **Planned Service Agreement Proposal**
Prepared for LOS ANGELES WORLD AIRPORTS

Table 2.1 – FMCS Component Phone Support		Software Subscriptions:	
Product/Vendor	Type	Authorized Seller	Annual Budget Not to Exceed - New
Allen Bradley	Phone Support	Royal Industry	\$20,000
Connexsoft CXS	Phone Support	Connexsoft	\$7,000
Sytech	Phone Support	XLReporter	\$7,000
Wonderware	Phone Support	Wonderware California	\$98,000

HVAC - LAX A/C Shop Scope of Work:

Description	Frequency	Price	
Year 1		2025 - 2026	
JCI Factory Training (Huntington Beach, CA)	(8) Total Classes Annual	\$	25,484.00
Preventative Maintenance Site Visits	(104) Site Visits, (8) hours per visit Annual	\$	217,328.00
TOTAL YEAR 1		\$242,812	
Year 2		2026 - 2027	
JCI Factory Training (Huntington Beach, CA)	(8) Total Classes Annual	\$	25,484.00
Preventative Maintenance Site Visits	(104) Site Visits, (8) hours per visit Annual	\$	217,328.00
TOTAL YEAR 2		\$242,812	
Year 3		2027 - 2028	
JCI Factory Training (Huntington Beach, CA)	(8) Total Classes Annual	\$	25,484.00
Preventative Maintenance Site Visits	(104) Site Visits, (8) hours per visit Annual	\$	217,328.00
TOTAL YEAR 3		\$242,812	
LAX A/C SHOP 3-YEAR GRAND TOTAL		\$728,436	



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EXHIBIT B

Page 4 of 43

25.0106.02 – FINAL REV.2 - Los Angeles World Airports HVAC Shop, Chillers, BAS Controls 3-YR Planned Service Agreement ("PSA") Proposal

Schedule A - Equipment List (FMCS CUP and HVAC A/C Shop)

LAX CENTRAL UTILITY PLANT (CUP)	275 CENTER WAY LOS ANGELES, CA 90045-5834
--	--

Johnson Controls Software Subscription ADX10

Quantity: 1		Services Provided	
Coverage Level: Basic		1	ADX 10-User Site Dir Software
Year to Be Activated: Year 2			Subscription - Subscription Only
<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
Varies	Varies	Varies	Varies

Johnson Controls ADX Upgrade with SQL, Windows, SCT Sftwr, and CCT Sftwr

Quantity: 1	Services Provided		
Coverage Level: Basic	1	ADX 10-User Site Dir or NON-Site Dir Software w/SQL Server Upgrade	
Year to Be Inactivated: Year 2			
<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
Varies	Varies	Varies	Varies

Preventative Maintenance Site Visits

Quantity: 1	Services Provided		
Coverage Level: Basic	260 Preventive Maintenance		
<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
Varies	Varies	Varies	Varies

Johnson Controls Metasys NxE to SxE Replacement – Material Only

Quantity: 1		Services Provided	
Coverage Level:	Basic	Up to	Annually
		Qty. 8	
<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
Varies	Varies	Varies	Varies

Johnson Controls Factory Training – Controls (Cypress, CA)

Quantity: 1	Services Provided
Coverage Level: Basic	8 Classes Annual
	Includes two (2) factory courses
	per year at the local JCI Training
	Center for up to four (4) personnel



LAX A/C SHOP	1 WORLD WAY LOS ANGELES, CA 90045-5803
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Johnson Controls Factory Training – Controls (Cypress, CA)

Quantity: 1	Services Provided		
Coverage Level:	Basic	8	Classes Annual Includes two (2) factory courses per year at the local JCI Training Center for up to four (4) personnel
<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
Varies	Varies	Varies	Varies

Preventative Maintenance Site Visits

Quantity: 1	Services Provided		
Coverage Level:	Basic	104	Preventive Maintenance
<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
Varies	Varies	Varies	Varies

Equipment tasking (FMCS - LAX CUP)

Preventive Maintenance Site Visits – Controls

Preventive Maintenance	Check with appropriate customer representative for operational deficiencies Perform scheduled block hour tasks Complete any required maintenance checklists, report observations to appropriate customer representative
Energy Management System Service	JCI will provide (260) preventive maintenance service visits per year. Each visit will be (8) hours. Troubleshooting hardware and software systems All labor will be performed during normal business hours 6:30 AM – 3:00 PM. Review with the customer current comfort control and energy optimization objectives Assist customer in reconfiguring and customizing the programming to maximize system performance Provide written documentation of deficiencies found during service visits Service can be used for onsite training Repair parts will be billed as extra. JCI will provide a quote for repair parts. JCI will provide a quote for repair parts, obtain a LAWA Purchase Order number before providing service, and provide back-up documentation, such as a package slip, with invoice. LAWA staff shall confirm receipt of parts before a payment is issued. The Contractor shall recommend system and programming changes that will improve LAX facility operations. Assist with FMCS Wonderware System troubleshooting and maintenance; replace FMCS hardware components if necessary. Investigate, analyze, and make recommendations related to efficiency of equipment. Maintain Supervisory Control and Data Acquisition (SCADA) systems and related computer equipment and implement required software modifications and updates. Understand the operation of PID control loops and ability to tune loops to provide stable control. Create InTouch applications and distribute the applications over the network. Use Wonderware Windowmaker to create windows, manipulate objects, create tags, use the Tag name Dictionary and add alarm functionality to an application. View user data in real-time and retrieve data from historical archives. Configure and troubleshoot I/O servers. Create and modify graphics. Configure security and access levels for LAWA personnel. Backup an application and perform database backup. Inspect and clean system boards; perform voltage checks and troubleshoot FMCS computer system hardware components. Assist in troubleshooting of Metasys HVAC Control system in the CUP & terminals, on request; replace Metasys hardware components if necessary.

Field Controller Services	Analyze the network performance ratio, communication, and error rate Analyze diagnostic statistics Calibration of identified control loops and sequences Check backup batteries. Cost to replace batteries will be billable as extra. JCI will provide a quote for batteries before a payment is issued. Voltage and ground fault checks Test and inspect system boards Perform data backups
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Front End Workstation	Perform CPU and disk drive diagnostic Cleanup the data files and check for any software glitches Inspect and clean system boards Perform database backups Includes Major and Minor Software Update Subscription for the Network Automation Engines (NAEs), Network Control Engines (NCEs), and Extended Application and Data Server (ADX) at the CUP
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Technical Information Bulletins	Johnson Controls will make available Metasys System technical documentation online for City of Los Angeles employees. Johnson Controls has a policy to keep all online documentation current for Metasys system components and software.
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Johnson Controls Metasys ADX10 Software Subscription

ADX 10-User Site Dir Software Subscription - Subscription Only	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Upgrade ADX software to latest Metasys release Document tasks performed during visit and report any observations to appropriate customer representative
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ADX 10-User Site Dir or NON-Site Dir Software w/SQL Server Upgrade	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Upgrade ADX software to latest Metasys release Document tasks performed during visit and report any observations to appropriate customer representative This scope will take place in Year 1 only Includes Johnson Controls Metasys ADX10 Upgrade, SQL Upgrade/License, Windows Upgrade, CCT Software, and SCT Software
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Johnson Controls Factory Training – Controls (Cypress, CA)

Factory Training

Schedule JCI Factory Training

Equipment tasking (HVAC - LAX A/C Shop)

Preventive Maintenance Site Visits – Controls

Preventive Maintenance	Check with appropriate customer representative for operational deficiencies Perform scheduled block hour tasks Complete any required maintenance checklists, report observations to appropriate customer representative
Energy Management System Service	JCI will provide (104) preventative maintenance service visits per year. Each visit will be (8) hours to service the Metasys Energy Management System. Troubleshooting hardware and software systems All labor will be performed during normal business hours 6:30 AM – 3:00 PM Review with the customer current comfort control and energy optimization objectives Assist customer in reconfiguring and customizing the programming to maximize system performance Provide written documentation of deficiencies found during service visits Service can be used for onsite training Repair parts will be billed as extra. JCI will provide a quote for repair parts. JCI will provide a quote for repair parts, obtain a LAWA Purchase Order number before providing service, and provide back-up documentation, such as a package slip, with invoice. LAWA staff shall confirm receipt of parts before a payment is issued. The Contractor shall recommend system and programming changes that will improve LAX facility operations. Assist with FMCS Wonderware System troubleshooting and maintenance; replace FMCS hardware components if necessary. Investigate, analyze, and make recommendations related to efficiency of equipment. Maintain Supervisory Control and Data Acquisition (SCADA) systems and related computer equipment and implement required software modifications and updates. Understand the operation of PID control loops and ability to tune loops to provide stable control. Create InTouch applications and distribute the applications over the network. Use Wonderware Windowmaker to create windows, manipulate objects, create tags, use the Tag name Dictionary and add alarm functionality to an application. View user data in real-time and retrieve data from historical archives. Configure and troubleshoot I/O servers. Create and modify graphics. Configure security and access levels for LAWA personnel. Backup an application and perform database backup. Inspect and clean system boards; perform voltage checks and troubleshoot FMCS computer system hardware components. Assist in troubleshooting of Metasys HVAC Control system in the CUP &

terminals, on request; replace Metasys hardware components if necessary.

Field Controller Services	Analyze the N1 network for network performance ratio, communication, and error rate. Analyze N2 diagnostic statistics. Calibration of identified control loops and sequences. Check backup batteries. Cost to replace batteries will be billable as extra. Voltage and ground fault checks Test and inspect system boards Perform data backups
Front End Workstation	Voltage checks Inspect and clean system boards Inspect CPU chassis and cable connections. Test/replace time board batteries as needed Perform database backups Includes Major and Minor Software Update Subscription for the Network Automation Engines (NAEs) and Network Control Engines (NCEs) at the A/C Shop
Technical Information Bulletins	Johnson Controls will make available Metasys System technical documentation online for City of Los Angeles employees. Johnson Controls has a policy to keep all online documentation current for Metasys system components and software.
Johnson Controls Factory Training – Controls (Cypress, CA)	
Factory Training	Schedule JCI Factory Training



Special Additions and Exceptions

FMCS - LAX Central Utility Plant (CUP)

1. OPTION FOR AUTHORIZATION FOR ADDITIONAL WORK/ITEMS:

Options Granted to Purchase Items Not Listed, \$1,000 or Less: Yes.

LAWA's personnel may authorize and approve any additional work to be performed over and beyond the scope of this contract. LAWA will decide if Johnson Controls shall perform additional work. Also, during the course of this contract, Johnson Controls may be called upon to provide parts and materials above and beyond the stated specification but with the same rates and terms as stated in this contract.

Johnson Controls shall provide hardware and software maintenance and support for the Wonderware FMCS system at the CUP and the LAX Terminals. The service hours can be used for preventive maintenance, upgrades, on-site training, troubleshooting, or system changes as directed by LAWA staff. If requested by LAWA personnel, Johnson Controls will dispatch a second technician during the regular service visit and charge LAWA a minimum of 4 hours of the Johnson Controls regular hourly rate.

Emergency service must be provided 24/7 and Johnson Controls must also provide unlimited phone support. Phone support should be provided within one hour of the request made by LAWA staff. If deemed necessary by LAWA, Johnson Controls must provide an on-site qualified technician within 4 hours after the official notification has been made. If Johnson Controls is not able to provide phone or on-site support within the required time limit, the LAWA Project Manager will consider this an unsatisfactory contract performance and notify Johnson Controls in writing as specified in the Johnson Controls Problem Log in the package.

2. CERTIFICATION REQUIREMENTS:

The **Technician** will be required to be certified at minimum the following:

- 1- Wonderware Application Server
- 2- Wonderware Historian Client
- 3- Wonderware Historian Server
- 4- Wonderware InTouch for System Platform
- 5- Wonderware Distributed Alarms
- 6- Sytech XLReporter
- 7- AB-Rockwell Automation Studio 5000 fundamental and troubleshooting.
- 8- Connexsoft Device Server /BACnet OPC/ OPC UA
- 9- Johnson Controls Factory Trained Controls Technician
- 10- Managing Metasys Security Databases
- 11- Johnson Controls Advanced CCT programming.

HVAC - LAX A/C Shop

1. OPTION FOR AUTHORIZATION FOR ADDITIONAL WORK/ITEMS:

Options Granted to Purchase Items Not Listed, \$1,000 or Less: Yes.

LAWA's personnel may authorize and approve any additional work to be performed over and beyond the scope of this contract. LAWA will decide if Johnson Controls shall perform additional work. Also, during the course of this contract, Johnson Controls may be called upon to provide parts and materials above and beyond the stated specification but with the same rates and terms as stated in this contract.

2. CERTIFICATION REQUIREMENTS:

The **Technician** will be required to be certified at minimum the following:

- 1- Johnson Controls Factory Trained Controls Technician
- 2- Managing Metasys Security Databases



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EXHIBIT B

3- Johnson Controls Advanced CCT programming.

Chiller - Scope of Work:

Schedule A - Equipment List

LAX T5- excluded	500 WORLD WAY LOS ANGELES, CA 90045-5891
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Preventative Maintenance York YSDA Chiller

Water Cooled, Screw (Multiple Compressors), 241-300 Tons

Quantity: 0

Coverage Level: Basic

Services Provided

N/A Oil Sample and Analysis
N/A VSD Coolant Change
N/A Comprehensive
N/A Operational

Customer Tag
excluded

Manufacturer
excluded

Model #
excluded

Serial #
excluded

Eddy Current Testing Year 2 York YSDA – Condenser and Evaporator

Quantity: 0

Coverage Level: Basic

Year to Be Activated: N/A

Year to Be Inactivated: N/A

Services Provided

N/A Eddy Current Testing

Customer Tag
excluded

Manufacturer
excluded

Model #
excluded

Serial #
excluded

Eddy Current Testing Year 5 York YSDA – Condenser and Evaporator

Quantity: 0

Coverage Level: Basic

Year to Be Activated: N/A

Services Provided

N/A Eddy Current Testing

Customer Tag
excluded

Manufacturer
excluded

Model #
excluded

Serial #
excluded

Vibration Analysis Year 2: York YSDA Chiller

Water Cooled, Screw (Multiple Compressors), 241-300 Tons

Quantity: 0

Coverage Level: Basic

Year to Be Activated: N/A

Year to Be Inactivated: N/A

Services Provided

N/A Vibration Analysis

Customer Tag
excluded

Manufacturer
excluded

Model #
excluded

Serial #
excluded

Johnson Controls Planned Service Agreement Proposal
 Prepared for LOS ANGELES WORLD AIRPORTS

LAX T5- excluded	500 WORLD WAY LOS ANGELES, CA 90045-5891
-------------------------	---

Vibration Analysis Year 5: York YSDA Chiller			
Water Cooled, Screw (Multiple Compressors), 241-300 Tons			
Quantity: 0	Services Provided		
Coverage Level: Basic	N/A Vibration Analysis		
Year to Be Activated: N/A			
<u>Customer Tag</u> excluded	<u>Manufacturer</u> excluded	<u>Model #</u> excluded	<u>Serial #</u> excluded

LAX WEST GATES-BRADLEY TERMINAL (TBIT)	1 WORLD WAY LOS ANGELES, CA 90045-5803
---	---

Preventative Maintenance York YKFS Chiller			
Water Cooled, High Pressure Centrifugal, 250-449 Tons			
Quantity: 4	Services Provided		
Coverage Level: Basic	1 Comprehensive		
	1 Oil Sample and Analysis		
	2 Operational		
<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
Chiller #1	JCI_YORK	YKFSFTQ7-CTGS/R-134A	SDXM913010
Chiller #2	JCI_YORK	YKFSFTQ7-CTGS/R-134A	SDXM913230
Chiller #3	JCI_YORK	YKFSFTQ7-CTGS/R-134A	SDXM913440
Chiller #4	JCI_YORK	YKFSFTQ7-CTGS/R-134A	SDXM913650

Preventative Maintenance Chiller, Optispeed Variable Speed Drive (VSD)			
Low Voltage, 352-503 HP			
Quantity: 4	Services Provided		
Coverage Level: Basic	2 Operational		
	1 Comprehensive		



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EXHIBIT B

Johnson Controls **Planned Service Agreement Proposal**
Prepared for LOS ANGELES WORLD AIRPORTS

LAX WEST GATES-BRADLEY TERMINAL (TBIT)	1 WORLD WAY LOS ANGELES, CA 90045-5803
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<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
Chiller #1 VSD			
Chiller #2 VSD			
Chiller #3 VSD			
Chiller #4 VSD			

Eddy Current Testing Year 2 York YKFS – Condenser and Evaporator

Quantity: 1	Services Provided		
Coverage Level: Basic	1 Eddy Current Testing		
Year to Be Activated: Year 2			
Year to Be Inactivated: Year 3			
<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
Chiller #'s 1-4	JCI_YORK	YKFSFTQ7-CTGS/R-134A	Varies

Eddy Current Testing Year 5 York YKFS – Condenser and Evaporator – N. I. C.

Quantity: 0	Services Provided		
Coverage Level: Basic	0 Eddy Current Testing		
Year to Be Activated: 0			
<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
0	0	0	0

Vibration Analysis Year 2 York YKFS Chiller

Water Cooled, High Pressure Centrifugal, 250-449 Tons

Quantity: 4	Services Provided		
Coverage Level: Basic	1 Vibration Analysis		
Year to Be Activated: Year 2			
Year to Be Inactivated: Year 3			
<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
Chiller #'s 1-4	JCI_YORK	YKFSFTQ7-CTGS/R-134A	Varies

Vibration Analysis Year 5 York YKFS Chiller – N.I.C.

Water Cooled, High Pressure Centrifugal, 250-449 Tons

Quantity: 0	Services Provided		
Coverage Level: Basic	0 Vibration Analysis		
Year to Be Activated: 0			
<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
0	0	0	0



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EXHIBIT B

Page 14 of 43

25.0106.02 – FINAL REV.2 - Los Angeles World Airports HVAC Shop, Chillers, BAS Controls 3-YR Planned Service Agreement ("PSA") Proposal

LAX CENTRAL UTILITY PLANT (CUP)	275 CENTER WAY LOS ANGELES, CA 90045-5834
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Preventative Maintenance (York YDK) Chiller Connected

Water Cooled, High Pressure Centrifugal (Dual Parallel Compressors), 4000-4999 Tons

Quantity: 5

Coverage Level: Basic

Anticipated Connected Date: 05/20/2022

Services Provided

- 1 Connected Remote Technician
- 1 Diagnosis (24x7)
- 1 Connected Service Technology and Support (Required for Connected Services)
- 1 Oil Sample and Analysis
- 1 Vibration Analysis
- 1 Comprehensive (Connected)
- 2 Operational (Connected - Remote)
- 2 Operational (Connected)

Customer Tag

Manufacturer

Model #

Serial #

CH#1	JCI_YORK	YDK3K3K7-DFCS/R-134A	SKXM064270
CH#2	JCI_YORK	YDK3K3K7-DFCS/R-134A	SKXM064490
CH#3	JCI_YORK	YDK3K3K7-DFCS/R-134A	SKXM064710
CH#4	JCI_YORK	YDK3K3K7-DFCS/R-134A	SLXM065010
CH#5	JCI_YORK	YDK3K3K7-DFCS/R-134A	SKXM065260

Preventative Maintenance (York YST) Chiller Connected

Water Cooled, High Pressure Centrifugal Steam Turbine, 1201-1600 Tons

Quantity: 2

Coverage Level: Basic

Anticipated Connected Date: 05/20/2022

Services Provided

- 1 Connected Service Technology and Support (Required for Connected Services)
- 1 Connected Remote Technician
- 1 Diagnosis (24x7)
- 1 Comprehensive (Connected)
- 1 Vibration Analysis
- 2 Operational (Connected - Remote)
- 2 Operational (Connected)
- 1 Oil Sample and Analysis

Customer Tag

Manufacturer

Model #

Serial #

CH#6	JCI_YORK	YSTJGJB3FS/R-134A	SNXM141590
CH#7	JCI_YORK	YSTJGJB3FS/R-134A	SNXM141820



LAX CENTRAL UTILITY PLANT (CUP)	275 CENTER WAY LOS ANGELES, CA 90045-5834
--	--

Eddy Current Testing Year 2 York YDK – Condenser and Evaporator

Quantity: 5	Services Provided		
Coverage Level: Basic	1 Eddy Current Testing		
Year to Be Activated: Year 2			
Year to Be Inactivated: Year 3			
<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
CH#'s 1-5	JCI_YORK	YDK3K3K7-DFCS/R-134A	Varies

Eddy Current Testing Year 2 York YST – Condenser and Evaporator

Quantity: 2	Services Provided		
Coverage Level: Basic	1 Eddy Current Testing		
Year to Be Activated: Year 2			
Year to Be Inactivated: Year 3			
<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
CH#'s 6-7	JCI_YORK	YSTJGJB3FS/R-134A	Varies

Eddy Current Testing Year 5 York YDK – Condenser and Evaporator – N.I.C.

Quantity: 0	Services Provided		
Coverage Level: Basic	0 Eddy Current Testing		
Year to Be Activated: Year 5			
<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
0	0	0	0

Eddy Current Testing Year 5 York YST – Condenser and Evaporator – N.I.C.

Quantity: 0	Services Provided		
Coverage Level: Basic	0 Eddy Current Testing		
Year to Be Activated: Year 5			
<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
0	0	0	0

Preventative Maintenance York YDK Chiller 1-5 High Voltage Motor Starter

Quantity: 5	Services Provided		
Coverage Level: Basic	1 High Voltage Motor Starter Maintenance		
<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
CH#'s 1-5	JCI_YORK	YDK3K3K7-DFCS/R-134A	Varies

LAWA VAN NUYS FLYAWAY	7610 WOODLEY AVE VAN NUYS, CA 91406
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Johnson Controls **Planned Service Agreement Proposal**
Prepared for LOS ANGELES WORLD AIRPORTS

LAWA VAN NUYS FLYAWAY	7610 WOODLEY AVE VAN NUYS, CA 91406
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Preventative Maintenance Carrier

Air Cooled Chiller, Screw, <150 Tons

Quantity: 2

Coverage Level: Basic

Services Provided

- 3 Operational
- 1 Oil Analysis (2 Circuits)
- 1 Comprehensive
- 1 Condenser Coil Cleaning

Customer Tag

CH-1
CH-2

Manufacturer

Carrier
Carrier

Model #

30GXR114-EK650FQ-1
30GXR114-EK650FQ-1

Serial #

0504F14389
0504F14390

LAX AC SHOP CHILLER	275 WORLD WAY LOS ANGELES, CA 90045-5834
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Preventative Maintenance York

Air Cooled Chiller, Screw, <150 Tons

Quantity: 1

Coverage Level: Basic

Services Provided

- 3 Operational
- 1 Oil Analysis (2 Circuits)
- 1 Comprehensive
- 1 Condenser Coil Cleaning

Customer Tag

CH-1

Manufacturer

York

Model #

YVAA0165BAV46

Serial #

1153164282208

LAX ADMIN BUILDING WEST	7301 WORLD WAY LOS ANGELES, AC 90045-5834
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Preventative Maintenance Bitzer

Water Cooled Compressor, Screw, <150 Tons

Quantity: 2

Coverage Level: Basic

Services Provided

- 3 Operational
- 1 Oil Analysis (2 Circuits)
- 1 Comprehensive

Customer Tag

COMP-1
COMP-2

Manufacturer

Bitzer
Bitzer

Model #

CSW7573-70Y-4PU
CSW7573-70Y-4PU

Serial #

1003201250
1003201309



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EXHIBIT B

Equipment tasking

~~LAWA LAX T5 (YORK YSD)~~ **REMOVED FROM SCOPE**

	Chiller, Water Cooled, Screw (Multiple Compressors), 241-300-Tons
Vibration Analysis (Annual PM-YR-2 and YR-5)	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Record equipment specific information for reference Install pads and labels (if applicable) Install sensors in proper location Start equipment and run at normal operating conditions Record readings and remove sensors Submit readings for report generation and deliver to customer with recommendations Document tasks performed during visit and report any observations to appropriate customer representative
VSD Coolant Change (Annual PM)	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Perform VSD coolant change procedures Document tasks performed during visit and report any observations to appropriate customer representative
Oil Sample and Analysis (Annual PM)	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Remove sample in approved container Drop off for analysis Label and complete paperwork indicating present operating conditions Document tasks performed during visit and report any observations to appropriate customer representative
Comprehensive (Annual PM)	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Review control panel for proper operation and recorded fault histories Conduct refrigerant leak check Check oil separator level Verify oil heater operation Perform lock-out and tag-out procedure Inspect contactors for wear Mtg compressor motors and record results Check and tighten electrical connections Perform preventative procedures to flow proving devices Check for unusual noise and vibration Check overall condition of unit Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to



Johnson Controls Planned Service Agreement Proposal
Prepared for LOS ANGELES WORLD AIRPORTS

appropriate customer representative

Operational
(Semi Annual PM)

All work must be performed in accordance with Johnson Controls safety policies

Check with appropriate customer representative for operational deficiencies
Review control panel for proper operation and recorded fault histories
Check for proper chilled water flow
Check system pressures and temperatures
Check refrigerant charge (sight glass)
Check oil separator level
Check for proper capacity control operation
Check for proper oil temperature and pressure
Check for visual signs of refrigerant/oil leaks
Check for unusual noise and vibration
Check for proper condenser fan operation
Check overall condition of unit
Record and log all operating parameters
Document tasks performed during visit and report any observations to appropriate customer representative

LAWA LAX WEST GATES BRADLEY TERMINAL (TBIT) (YORK YKFS)

Chiller, Water Cooled, High Pressure Centrifugal, 250-449 Tons

Vibration Analysis
(Annual PM YR 2)

All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Record equipment specific information for reference
Install pads and labels (if applicable)
Install sensors in proper location.
Start equipment and run at normal operating conditions.
Record readings and remove sensors.
Submit readings for report generation and deliver to customer with recommendations.
Document tasks performed during visit and report any observations to appropriate customer representative

Comprehensive
(Annual PM)

All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Review control panel for proper operation and recorded fault histories
Conduct refrigerant leak check
Check compressor oil level(s)
Change oil filters (isolation valves must be present and functional)
Change oil eductor filter dryer (isolation valves must be present and functional)
Lubricate and check capacity control and linkage
Verify oil heater operation
Check and tighten electrical connections
Perform preventative procedures to flow proving devices
Check for unusual noise and vibration
Check overall condition of unit
Remove and dispose any debris from any maintenance activity
Document tasks performed during visit and report any observations to



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EXHIBIT B

Page 19 of 43

25.0106.02 – FINAL REV.2 - Los Angeles World Airports HVAC Shop, Chillers, BAS Controls 3-YR Planned Service Agreement ("PSA") Proposal

	appropriate customer representative
Operational (Semi Annual PM)	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Review control panel for proper operation and recorded fault histories Check for proper chilled water flow Check system pressures and temperatures Check refrigerant charge (sight glass) Check oil separator level Check for proper capacity control operation Check for proper oil temperature and pressure Check for visual signs of refrigerant/oil leak(s) Check for unusual noise and vibration Check for proper condenser fan operation Check overall condition of unit Record and log all operating parameters Document tasks performed during visit and report any observations to appropriate customer representative
Oil Sample and Analysis (Annual PM)	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Remove sample in approved container Drop off for analysis Label and complete paperwork indicating present operating conditions Document tasks performed during visit and report any observations to appropriate customer representative

LAWA LAX CENTRAL UTILITY PLANT (CUP) (YORK YDK)

Chiller, Water Cooled, High Pressure Centrifugal (Dual Parallel Compressors), 4000-4999 Tons

Connected Remote Technician Diagnosis (24x7) (Each PM)	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Utilizing the secure data connection, perform diagnosis of critical alarms generated by the equipment and reported through Connected Service Document tasks performed during visit and report any observations to appropriate customer representative
Connected Service Technology and Support (Required for Connected Services) (Each PM)	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Utilizing the secure data connection, perform continuous analysis of critical equipment functions and generate on-demand health reports Provide 24x7 real-time access to equipment operating information and trend data, enabling our technicians to diagnose and anticipate problems Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative

Johnson Controls Planned Service Agreement Proposal
 Prepared for LOS ANGELES WORLD AIRPORTS

Operational (Connected - Remote)
 (Semi Annually PM)

All work must be performed in accordance with Johnson Controls safety policies
 Use Connected Services to review control panel for proper operation and recorded fault histories
 Use Connected Services to verify oil heater operation
 Use Connected Services to record and log all operating parameters
 Generate and review appropriate chiller reports from the Connected Services dashboard
 Document tasks performed and report any observations to appropriate customer representative
 Present and review Connected Services dashboard reports and Connected Services operating data with appropriate customer representative

Operational (Connected)
 (Semi Annual PM)

All work must be performed in accordance with Johnson Controls safety policies
 Check with appropriate customer representative for operational deficiencies
 Review control panel for proper operation and recorded fault histories
 Check for proper chilled water flow
 Check system pressures and temperatures
 Check refrigerant charge (sight glass)
 Check oil separator level
 Check for proper capacity control operation
 Check for proper oil temperature and pressure
 Check for visual signs of refrigerant/oil leak(s)
 Check for unusual noise and vibration
 Check for proper condenser fan operation
 Check overall condition of unit
 Record and log all operating parameters
 Document tasks performed during visit and report any observations to appropriate customer representative

Vibration Analysis
 (Annual PM)

All work must be performed in accordance with Johnson Controls safety policies
 Check with appropriate customer representative for operational deficiencies
 Record equipment specific information for reference
 Install pads and labels (if applicable)
 Install sensors in proper location.
 Start equipment and run at normal operating conditions.
 Record readings and remove sensors.
 Submit readings for report generation and deliver to customer with recommendations.
 Document tasks performed during visit and report any observations to appropriate customer representative

Comprehensive (Connected)
 (Annual PM)

All work must be performed in accordance with Johnson Controls safety policies
 Prior to on-site visit, use Connected Services to review control panel for proper operation and recorded fault histories
 Prior to on-site visit, use Connected Services to verify oil heater operation
 Prior to on-site visit, use Connected Services to record and log all operating parameters
 Prior to on-site visit, generate and review appropriate chiller reports from the Connected Services dashboard
 Check with appropriate customer representative for operational deficiencies
 Conduct refrigerant leak check
 Check compressor oil level(s)
 Change oil filters (isolation valves must be present and functional)



Change oil eductor filter dryer (isolation valves must be present and functional)
Lubricate and check capacity control and linkage
Check and tighten electrical connections
Perform preventative procedures to flow proving devices
Check for unusual noise and vibration
Check overall condition of unit
Record and log all operating parameters
Remove and dispose any debris from any maintenance activity
Document tasks performed during visit and report any observations to appropriate customer representative
Present and review Connected Services dashboard reports and Connected Services operating data with appropriate customer representative

Oil Sample and Analysis
(Annual PM)

All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Remove sample in approved container
Drop off for analysis
Label and complete paperwork indicating present operating conditions
Document tasks performed during visit and report any observations to appropriate customer representative

High Voltage Motor Starter PM

High Voltage Motor Starter
(Annual PM)

All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
5kV starter maintenance (Chiller & Compressor):
 a. insulation resistance test
 b. low resistance ohm test
 c. hi-potential test
 d. inspect cubicle
Perform Insulation resistance test of Chiller motor
 a. testing will be done from the starter
Provide detailed report.
Remove and dispose any debris from any maintenance activity
Document tasks performed during visit and report any observations to appropriate customer representative

LAWA LAX CENTRAL UTILITY PLANT (CUP) (YORK YST)

Chiller, Water Cooled, High Pressure Centrifugal Steam Turbine (York YST), 1201-1600 Tons

Connected Remote Technician Diagnosis
(24x7) (Each PM)

All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Utilizing the secure data connection, perform diagnosis of critical alarms generated by the equipment and reported through Connected Service
Document tasks performed during visit and report any observations to appropriate customer representative

Johnson Controls Planned Service Agreement Proposal
Prepared for LOS ANGELES WORLD AIRPORTS

Connected Service Technology and Support (Required for Connected Services)
(Each PM)

All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Utilizing the secure data connection, perform continuous analysis of critical equipment functions and generate on-demand health reports
Provide 24x7 real-time access to equipment operating information and trend data, enabling our technicians to diagnose and anticipate problems
Remove and dispose any debris from any maintenance activity
Document tasks performed during visit and report any observations to appropriate customer representative

Operational (Connected - Remote)
(Semi-Annual PM)

All work must be performed in accordance with Johnson Controls safety policies
Use Connected Services to review control panel for proper operation and recorded fault histories
Use Connected Services to verify oil heater operation
Use Connected Services to record and log all operating parameters
Generate and review appropriate chiller reports from the Connected Services dashboard
Document tasks performed and report any observations to appropriate customer representative
Present and review Connected Services dashboard reports and Connected Services operating data with appropriate customer representative

Operational (Connected)
(Semi Annual PM)

All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Review control panel for proper operation and recorded fault histories
Check for proper chilled water flow
Check system pressures and temperatures
Check refrigerant charge (sight glass)
Check oil separator level
Check for proper capacity control operation
Check for proper oil temperature and pressure
Check for visual signs of refrigerant/oil leak(s)
Check for unusual noise and vibration
Check for proper condenser fan operation
Check overall condition of unit
Record and log all operating parameters
Document tasks performed during visit and report any observations to appropriate customer representative

Vibration Analysis
(Annual PM)

All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Record equipment specific information for reference
Install pads and labels (if applicable)
Install sensors in proper location.
Start equipment and run at normal operating conditions.
Record readings and remove sensors.
Submit readings for report generation and deliver to customer with recommendations.
Document tasks performed during visit and report any observations to appropriate customer representative



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EXHIBIT B

Page 23 of 43

25.0106.02 – FINAL REV.2 - Los Angeles World Airports HVAC Shop, Chillers, BAS Controls 3-YR Planned Service Agreement ("PSA") Proposal

Comprehensive
(Connected)
(Annual PM)

All work must be performed in accordance with Johnson Controls safety policies
Prior to on-site visit, use Connected Services to review control panel for proper operation and recorded fault histories
Prior to on-site visit, use Connected Services to verify oil heater operation
Prior to on-site visit, use Connected Services to record and log all operating parameters
Prior to on-site visit, generate and review appropriate chiller reports from the Connected Services dashboard
Check with appropriate customer representative for operational deficiencies
Conduct refrigerant leak check
Check compressor oil level(s)
Change oil filters (isolation valves must be present and functional)
Change oil eductor filter dryer (isolation valves must be present and functional)
Lubricate and check capacity control and linkage
Check and tighten electrical connections
Perform preventative procedures to flow proving devices
Check for unusual noise and vibration
Check overall condition of unit
Check turbine oil level(s)
Lubricate condensate pump
Inspect and clean turbine governor valve
Check output signals to control devices
Record and log all operating parameters
Remove and dispose any debris from any maintenance activity
Document tasks performed during visit and report any observations to appropriate customer representative
Present and review Connected Services dashboard reports and Connected Services operating data with appropriate customer representative

Oil Sample and Analysis
(Annual PM)

All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Remove sample in approved container
Drop off for analysis
Label and complete paperwork indicating present operating conditions
Document tasks performed during visit and report any observations to appropriate customer representative

LAWA VAN NUYS FLYAWAY

Chiller, Air Cooled, Screw, <150 Tons

Condenser Coil
Cleaning
(Annual PM)

All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Spray coil(s) with chemical solution
Rinse coil(s) thoroughly with water
Remove and dispose any debris from any maintenance activity
Document tasks performed during visit and report any observations to appropriate customer representative

Oil Analysis (2 Circuits)
(Annual PM)

All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies



Remove sample in approved container
Drop off for analysis
Label and complete paperwork indicating present operating conditions
Document tasks performed during visit and report any observations to appropriate customer representative

Operational
(Quarterly PM)

All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Review control panel for proper operation and recorded fault histories
Check for proper chilled water flow
Check system pressures and temperatures
Check refrigerant charge (sight glass)
Check oil separator level
Check for proper capacity control operation
Check for proper oil temperature and pressure
Check for visual signs of refrigerant/oil leak(s)
Check for unusual noise and vibration
Check for proper condenser fan operation
Check overall condition of unit
Record and log all operating parameters
Document tasks performed during visit and report any observations to appropriate customer representative

Comprehensive
(Annual PM)

All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Review control panel for proper operation and recorded fault histories
Check for visual signs of refrigerant/oil leak(s)
Conduct refrigerant leak check
Check oil separator level
Verify oil heater operation
Perform lock-out and tag-out procedure
Inspect condenser fan and compressor contactors for wear
Check and tighten electrical connections
Perform preventative procedures to flow proving devices
Check for unusual noise and vibration
Check overall condition of unit
Remove and dispose any debris from any maintenance activity
Document tasks performed during visit and report any observations to appropriate customer representative

LAX HVAC SHOP CHILLER

Chiller, Air Cooled, Screw, <150 Tons

Condenser Coil
Cleaning
(Annual PM)

All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Spray coil(s) with chemical solution
Rinse coil(s) thoroughly with water
Remove and dispose any debris from any maintenance activity
Document tasks performed during visit and report any observations to appropriate customer representative



Johnson Controls **Planned Service Agreement Proposal**
Prepared for LOS ANGELES WORLD AIRPORTS

Oil Analysis (2 Circuits) (Annual PM)	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Remove sample in approved container Drop off for analysis Label and complete paperwork indicating present operating conditions Document tasks performed during visit and report any observations to appropriate customer representative
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Operational (Quarterly PM)	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Review control panel for proper operation and recorded fault histories Check for proper chilled water flow Check system pressures and temperatures Check refrigerant charge (sight glass) Check oil separator level Check for proper capacity control operation Check for proper oil temperature and pressure Check for visual signs of refrigerant/oil leak(s) Check for unusual noise and vibration Check for proper condenser fan operation Check overall condition of unit Record and log all operating parameters Document tasks performed during visit and report any observations to appropriate customer representative
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Comprehensive (Annual PM)	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Review control panel for proper operation and recorded fault histories Check for visual signs of refrigerant/oil leak(s) Conduct refrigerant leak check Check oil separator level Verify oil heater operation Perform lock-out and tag-out procedure Inspect condenser fan and compressor contactors for wear Check and tighten electrical connections Perform preventative procedures to flow proving devices Check for unusual noise and vibration Check overall condition of unit Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
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LAX 7301 ADMIN BUILDING WEST

Compressor, Water Cooled, Screw, <150 Tons

Oil Analysis (2 Circuits) (Annual PM)	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Remove sample in approved container Drop off for analysis
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EXHIBIT B

Page 26 of 43

25.0106.02 – FINAL REV.2 - Los Angeles World Airports HVAC Shop, Chillers, BAS Controls 3-YR Planned Service Agreement ("PSA") Proposal

Johnson Controls Planned Service Agreement Proposal
Prepared for LOS ANGELES WORLD AIRPORTS

Label and complete paperwork indicating present operating conditions
Document tasks performed during visit and report any observations to appropriate customer representative

Operational
(Quarterly PM)

All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Review control panel for proper operation and recorded fault histories
Check for proper chilled water flow
Check system pressures and temperatures
Check refrigerant charge (sight glass)
Check oil separator level
Check for proper capacity control operation
Check for proper oil temperature and pressure
Check for visual signs of refrigerant/oil leak(s)
Check for unusual noise and vibration
Check for proper condenser fan operation
Check overall condition of unit
Record and log all operating parameters
Document tasks performed during visit and report any observations to appropriate customer representative

Comprehensive
(Annual PM)

All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Review control panel for proper operation and recorded fault histories
Check for visual signs of refrigerant/oil leak(s)
Conduct refrigerant leak check
Check oil separator level
Verify oil heater operation
Perform lock-out and tag-out procedure
Inspect condenser fan and compressor contactors for wear
Check and tighten electrical connections
Perform preventative procedures to flow proving devices
Check for unusual noise and vibration
Check overall condition of unit
Remove and dispose any debris from any maintenance activity
Document tasks performed during visit and report any observations to appropriate customer representative



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EXHIBIT B

Page 27 of 43

25.0106.02 – FINAL REV.2 - Los Angeles World Airports HVAC Shop, Chillers, BAS Controls 3-YR Planned Service Agreement ("PSA") Proposal

Supplemental Price & Payment Terms (Applies to Multi-Year Contracts Only)

Year	Total Annual Dollar Amount	Payment Frequency
Year 1 ⁶	\$ 165,668	See Table 2.0: Pricing Matrix
Year 2 ^{1, 2,3,4,5,6}	\$ 243,954	See Table 2.0: Pricing Matrix
Year 3 ⁶	\$ 165,668	See Table 2.0: Pricing Matrix

T5 Chillers (2 Chillers – YSDA):

¹ This proposal includes eddy current testing of condenser tube and evaporator tube bundles in years two (2) and five (5). If additional brushing, descaling, chemical treatment, testing, or other services are required, additional charges may apply. A quote will be provided to LAWA staff to review and approve/issue a Purchase Order number prior to providing service and/or item(s).

⁴ This proposal includes vibration analysis and reporting in years two (2) and five (5).

TBIT Chillers (4 Chillers - YK):

² Annual Price includes Oil Sample & Analysis (Vibration Analysis in Year 2 ONLY)

⁵ Annual Price includes Annual Preventive Maintenance for Optispeed VSD

⁶ Semi-Annual Price includes Operational PM's for Optispeed VSD

⁹ Semi-Annual Price includes Operational PM's (Not Connected).

CUP Chillers (5 Chillers – YDK):

³ This proposal includes eddy current testing of condenser tube and evaporator tube bundles in Year 2. If additional brushing, descaling, chemical treatment, testing, or other services are required, additional charges may apply. A quote will be provided to LAWA staff to review and approve/issue a Purchase Order number prior to providing service and/or item(s).

⁷ Semi-Annual Price includes Operational PM's (Connected)

⁸ Semi-Annual Price includes Operational PM's (Connected-Remote)

CUP Chillers (2 Chillers – YST):

³ This proposal includes eddy current testing of condenser tube and evaporator tube bundles in Year 2. If additional brushing, descaling, chemical treatment, testing, or other services are required, additional charges may apply. A quote will be provided to LAWA staff to review and approve/issue a Purchase Order number prior to providing service and/or item(s).

⁷ Semi-Annual Price includes Operational PM's (Connected)

⁸ Semi-Annual Price includes Operational PM's (Connected-Remote)

¹⁰ This proposal includes eddy current testing of Surface Condenser for YST.

Van Nuys Fly Away Chillers (2 Chillers – Carrier):

⁴ Annual Price includes Oil Analysis (2 Circuits) and Condenser Coil Cleaning.

LAX HVAC Chiller (1 Chiller – YVAA):

⁴ Annual Price includes Oil Analysis (2 Circuits) and Condenser Coil Cleaning.

LAX West Admin Tower (2 Chiller Compressors – Bitzer):

¹¹ Annual Price includes Oil Analysis (2 Circuits).



OPTION FOR AUTHORIZATION FOR ADDITIONAL WORK/ITEMS:

Options Granted to Purchase Items Not Listed, \$1,000 or Less: Yes.

LAWA's personnel may authorize and approve any additional work to be performed over and beyond the scope of this contract. LAWA will decide if Johnson Controls shall perform additional work. Also, during the course of this contract, Johnson Controls may be called upon to provide parts and materials above and beyond the stated specification but with the same rates and terms as stated in this contract.



Johnson Controls **Planned Service Agreement Proposal**
Prepared for LOS ANGELES WORLD AIRPORTS

JCI will provide a quote for material and parts and obtain a Purchase Order number for each chiller's maintenance, for the maintenance listed below.

TABLE 2.0: Pricing Matrix – YEAR 1

Year 1	2025-2026	Maintenance Fee							
MFG	Model #	Serial #	Location	Quarterly	Semi-Annually	Annually	Motor Starter	Eddy Current Testing	Footnotes
JCI_YORK	YSDACBS2-CJES_CH 1	SDJM-924530	Terminal 5	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	1, 9
JCI_YORK	YSDACBS2-CJES_CH 2	SDJM-924690	Terminal 5	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	1, 9
JCI_YORK	YKFSFTP7-CUGS_CH-1	SDXM913010	TBIT	\$0.00	\$1,497.00	\$3,413.00	\$0.00	\$0.00	2, 5, 6, 9
JCI_YORK	YKFSFTP7-CUGS_CH-3	SDXM913230	TBIT	\$0.00	\$1,497.00	\$3,413.00	\$0.00	\$0.00	2, 5, 6, 9
JCI_YORK	YKFSFTP7-CUGS_CH-2	SDXM913440	TBIT	\$0.00	\$1,497.00	\$3,413.00	\$0.00	\$0.00	2, 5, 6, 9
JCI_YORK	YKFSFTP7-CUGS_CH-4	SDXM913650	TBIT	\$0.00	\$1,497.00	\$3,413.00	\$0.00	\$0.00	2, 5, 6, 9
JCI_YORK	YSTJGJB3FS_CH-6	SNXM141590 ITR 021	CUP, 275 Center Way	\$0.00	\$2,884.00	\$7,881.00	\$0.00	\$0.00	3, 7, 8, 10
JCI_YORK	YSTJGJB3FS_CH-7	SNXM141820 ITR 020	CUP, 275 Center Way	\$0.00	\$2,884.00	\$7,881.00	\$0.00	\$0.00	3, 7, 8, 10
JCI_YORK	YDK3K3K7-DFCS CH-5	SKXMO65260	CUP, 275 Center Way	\$0.00	\$2,318.00	\$6,932.00	\$7,019.00	\$0.00	3, 7, 8
JCI_YORK	YDK3K3K7-DFCS CH-4	SKXMO65010	CUP, 275 Center Way	\$0.00	\$2,318.00	\$6,932.00	\$7,019.00	\$0.00	3, 7, 8
JCI_YORK	YDK3K3K7-DFCS CH-3	SKXMO64710	CUP, 275 Center Way	\$0.00	\$2,318.00	\$6,932.00	\$7,019.00	\$0.00	3, 7, 8
JCI_YORK	YDK3K3K7-DFCS CH-2	SKXMO64490	CUP, 275 Center Way	\$0.00	\$2,318.00	\$6,932.00	\$7,019.00	\$0.00	3, 7, 8
JCI_YORK	YDK3K3K7-DFCS CH-1	SKXMO64270	CUP, 275 Center Way	\$0.00	\$2,318.00	\$6,932.00	\$7,019.00	\$0.00	3, 7, 8
CARRIER	30GXR114-EK650FQ-1_CH-1	0504F14389	FlyAway	\$3,876.00	\$0.00	\$9,402.00	\$0.00	\$0.00	4
CARRIER	30GXR114-EK650FQ-1_CH-2	0504F14390	FlyAway	\$3,876.00	\$0.00	\$9,402.00	\$0.00	\$0.00	4
BITZER	CSW7573-70Y-4PU	1003201250/309	Admin West	\$1,288.00	\$0.00	\$5,723.00	\$0.00	\$0.00	11
JCI_YORK	YVAA0165BAV46	1153164282208	LAX AC Shop	\$2,792.00	\$0.00	\$6,794.00	\$0.00	\$0.00	4
				\$11,832	\$23,346	\$95,395	\$35,095	\$0	

TOTAL Year 1

\$165,668



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EXHIBIT B

Page 30 of 43

25.0106.02 – FINAL REV.2 - Los Angeles World Airports HVAC Shop, Chillers, BAS Controls 3-YR Planned Service Agreement ("PSA") Proposal

Johnson Controls **Planned Service Agreement Proposal**
Prepared for LOS ANGELES WORLD AIRPORTS

TABLE 2.0: Pricing Matrix – YEAR 2

Year 2	2026-2027	Maintenance Fee							
MFG	Model #	Serial #	Location	Quarterly	Semi-Annually	Annually	Motor Starter	Eddy Current Testing	Footnotes
JCI_YORK	YSDACBS2-CJES_CH 1	SDJM-924530	Terminal 5	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	1, 9
JCI_YORK	YSDACBS2-CJES_CH 2	SDJM-924690	Terminal 5	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	1, 9
JCI_YORK	YKFSFTP7-CUGS_CH-1	SDXM913010	TBIT	\$0.00	\$1,542.00	\$3,518.00	\$0.00	\$2,561.00	2, 5, 6, 9
JCI_YORK	YKFSFTP7-CUGS_CH-2	SDXM913230	TBIT	\$0.00	\$1,542.00	\$3,518.00	\$0.00	\$2,561.00	2, 5, 6, 9
JCI_YORK	YKFSFTP7-CUGS_CH-3	SDXM913440	TBIT	\$0.00	\$1,542.00	\$3,518.00	\$0.00	\$2,561.00	2, 5, 6, 9
JCI_YORK	YKFSFTP7-CUGS_CH-4	SDXM913650	TBIT	\$0.00	\$1,542.00	\$3,518.00	\$0.00	\$2,561.00	2, 5, 6, 9
JCI_YORK	YSTJGJB3FS_CH-6	SNXM141590 ITR 021	CUP, 275 Center Way	\$0.00	\$2,973.00	\$8,122.00	\$0.00	\$7,314.00	3, 7, 8, 10
JCI_YORK	YSTJGJB3FS_CH-7	SNXM141820 ITR 020	CUP, 275 Center Way	\$0.00	\$2,973.00	\$8,122.00	\$0.00	\$7,314.00	3, 7, 8, 10
JCI_YORK	YDK3K3K7-DFCS_CH-5	SKXMO65260	CUP, 275 Center Way	\$0.00	\$2,389.00	\$7,145.00	\$7,234.00	\$11,623.00	3, 7, 8
JCI_YORK	YDK3K3K7-DFCS_CH-4	SKXMO65010	CUP, 275 Center Way	\$0.00	\$2,389.00	\$7,145.00	\$7,234.00	\$11,623.00	3, 7, 8
JCI_YORK	YDK3K3K7-DFCS_CH-3	SKXMO64710	CUP, 275 Center Way	\$0.00	\$2,389.00	\$7,145.00	\$7,234.00	\$11,623.00	3, 7, 8
JCI_YORK	YDK3K3K7-DFCS_CH-2	SKXMO64490	CUP, 275 Center Way	\$0.00	\$2,389.00	\$7,145.00	\$7,234.00	\$11,623.00	3, 7, 8
JCI_YORK	YDK3K3K7-DFCS_CH-1	SKXMO64270	CUP, 275 Center Way	\$0.00	\$2,389.00	\$7,145.00	\$7,234.00	\$11,623.00	3, 7, 8
CARRIER	30GXR114-EK650FQ-1_CH-1	0504F14389	FlyAway	\$3,876.00	\$0.00	\$9,402.00	\$0.00	\$0.00	4
CARRIER	30GXR114-EK650FQ-1_CH-2	0504F14390	FlyAway	\$3,876.00	\$0.00	\$9,402.00	\$0.00	\$0.00	4
BITZER	CSW7573-70Y-4PU	1003201250/309	Admin West	\$1,288.00	\$0.00	\$5,723.00	\$0.00	\$0.00	11
JCI_YORK	YVAA0165BAV46	1153164282208	LAX AC Shop	\$2,792.00	\$0.00	\$6,794.00	\$0.00	\$0.00	4
				\$11,832	\$24,059	\$97,362	\$36,170	\$82,987.00	

TOTAL Year 2

\$252,410



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EXHIBIT B

Page 31 of 43

25.0106.02 – FINAL REV.2 - Los Angeles World Airports HVAC Shop, Chillers, BAS Controls 3-YR Planned Service Agreement ("PSA") Proposal

Johnson Controls **Planned Service Agreement Proposal**
Prepared for LOS ANGELES WORLD AIRPORTS

TABLE 2.0: Pricing Matrix – YEAR 3

Year 3	2027-2028	Maintenance Fee							
MFG	Model #	Serial #	Location	Quarterly	Semi Annually	Annually	Motor Starter	Eddy Current Testing	Footnotes
JCI_YORK	YSDACBS2-CJES_CH 1	SDJM-924530	Terminal 5	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	1, 9
JCI_YORK	YSDACBS2-CJES_CH 2	SDJM-924690	Terminal 5	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	1, 9
JCI_YORK	YKFSFTP7-CUGS_CH-1	SDXM913010	TBIT	\$0.00	\$1,497.00	\$3,413.00	\$0.00	\$0.00	2, 5, 6, 9
JCI_YORK	YKFSFTP7-CUGS_CH-3	SDXM913230	TBIT	\$0.00	\$1,497.00	\$3,413.00	\$0.00	\$0.00	2, 5, 6, 9
JCI_YORK	YKFSFTP7-CUGS_CH-2	SDXM913440	TBIT	\$0.00	\$1,497.00	\$3,413.00	\$0.00	\$0.00	2, 5, 6, 9
JCI_YORK	YKFSFTP7-CUGS_CH-4	SDXM913650	TBIT	\$0.00	\$1,497.00	\$3,413.00	\$0.00	\$0.00	2, 5, 6, 9
JCI_YORK	YSTJGJB3FS_CH-6	SNXM141590 ITR 021	CUP, 275 Center Way	\$0.00	\$2,884.00	\$7,881.00	\$0.00	\$0.00	3, 7, 8, 10
JCI_YORK	YSTJGJB3FS_CH-7	SNXM141820 ITR 020	CUP, 275 Center Way	\$0.00	\$2,884.00	\$7,881.00	\$0.00	\$0.00	3, 7, 8, 10
JCI_YORK	YDK3K3K7-DFCS CH-5	SKXMO65260	CUP, 275 Center Way	\$0.00	\$2,318.00	\$6,932.00	\$7,019.00	\$0.00	3, 7, 8
JCI_YORK	YDK3K3K7-DFCS CH-4	SKXMO65010	CUP, 275 Center Way	\$0.00	\$2,318.00	\$6,932.00	\$7,019.00	\$0.00	3, 7, 8
JCI_YORK	YDK3K3K7-DFCS CH-3	SKXMO64710	CUP, 275 Center Way	\$0.00	\$2,318.00	\$6,932.00	\$7,019.00	\$0.00	3, 7, 8
JCI_YORK	YDK3K3K7-DFCS CH-2	SKXMO64490	CUP, 275 Center Way	\$0.00	\$2,318.00	\$6,932.00	\$7,019.00	\$0.00	3, 7, 8
JCI_YORK	YDK3K3K7-DFCS CH-1	SKXMO64270	CUP, 275 Center Way	\$0.00	\$2,318.00	\$6,932.00	\$7,019.00	\$0.00	3, 7, 8
CARRIER	30GXR114-EK650FQ-1_CH-1	0504F14389	FlyAway	\$3,876.00	\$0.00	\$9,402.00	\$0.00	\$0.00	4
CARRIER	30GXR114-EK650FQ-1_CH-2	0504F14390	FlyAway	\$3,876.00	\$0.00	\$9,402.00	\$0.00	\$0.00	4
BITZER	CSW7573-70Y-4PU	1003201250/309	Admin West	\$1,288.00	\$0.00	\$5,723.00	\$0.00	\$0.00	11
JCI_YORK	YVAA0165BAV46	1153164282208	LAX AC Shop	\$2,792.00	\$0.00	\$6,794.00	\$0.00	\$0.00	4
				\$11,832	\$23,346	\$95,395	\$35,095	\$0.00	

TOTAL Year 3

\$165,668



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EXHIBIT B

Page 32 of 43

25.0106.02 – FINAL REV.2 - Los Angeles World Airports HVAC Shop, Chillers, BAS Controls 3-YR Planned Service Agreement (“PSA”) Proposal

FOOTNOTES
1. Annual Price includes Oil Sample & Analysis, and VSD Coolant Change (Vibration Analysis Year 2)
2. Annual Price includes Oil Sample & Analysis (Vibration Analysis in Year 2 only)
3. Annual Price includes Oil Sample & Analysis, Vibration Analysis, Connected Remote Technician Diagnosis (24x7), and Connected Services
4. Annual Price includes Oil Analysis (2 Circuits) and Condenser Coil Cleaning
5. Annual Price includes Annual Preventive Maintenance for Optispeed VSD
6. Semi-Annual Price includes Operational PM's for Optispeed VSD
7. Semi-Annual Price includes Operational PM's (Connected)
8. Semi-Annual Price includes Operational PM's (Connected-Remote)
9. Semi-Annual Price includes Operational PM's (Not Connected)
10. Eddy Current Testing (Evaporator and Condenser; includes Surface Condenser for YST)
11. Annual Price includes Oil Analysis (2 Circuits)

Special Additions and Exceptions

1. This proposal includes providing an eddy current analysis in Year 2 for both condenser and evaporator tube bundles to establish a **CURRENT** condition assessment of both bundles. **JCI and LAWA will coordinate the tube brushing to be completed by LAWA prior to the eddy current tests.** The heads for the condenser and evaporator shall be removed and re-installed by LAWA. If additional brushing, descaling, chemical treatment, testing, or other services are required, additional charges may apply.
2. **This proposal is predicated on the understanding that LAWA personnel are to accompany JCI personnel and subcontractor (eddy current subcontractor) to and from the job site for the duration of period in which services are being provided.**
3. Eddy current testing is predicated on understanding that the service is to be performed in conjunction with annual preventive maintenance services.
4. This proposal includes annual vibration analysis and reporting in Year 2 for TBIT, and annually each year for CUP YST and YDK chillers.
5. Vibration analysis is predicated on understanding that the service is to be performed in conjunction with annual preventive maintenance services.
6. This proposal does not include tube brushing of either the evaporator or condenser tubes.
7. This proposal does not include gaskets for the tube bundles.
8. This proposal does not include any drums.
9. This proposal does not include any parking costs.
10. Cellular reception needs to be available in or around mechanical room for Connected Services.
11. Ice Storage Tanks (TBIT & T-5, if required) are billable service or repairs.

12. CHILLER SERVICES

A. Maintenance Fee Schedule

- (1) The LAWA Project Manager (PM) and/or his designee will issue a Purchase Order (PO) to JCI, prior to commencement of any onsite work, when LAWA needs service and/or maintenance for each chiller.
- (2) The LAWA Project Manager will identify, in the PO, the applicable chiller model number(s) that are listed in TABLE 2.0: Pricing Matrix on pages 30-33 of this Proposal/Participating Addendum.
- (3) Work shall commence upon Contractor's in-person check-in with the LAWA PM for the Central Utility Plant at 275 Center Way, Los Angeles, CA 90045, or with designated CUP staff if outside of regular business hours.
- (4) Payment will be based on completion of work and fees stated on the Maintenance Fee schedule.

B. Additional Service and/or Maintenance

- (1) If LAWA needs additional service and/or maintenance outside of the Maintenance Fee schedule, the LAWA PM and/or his designee will issue a notification letter to JCI identifying the chiller model number(s).
- (2) JCI will then submit a Lump Sum Quote or Fee Proposal in **accordance with Sourcewell**



Master Agreement #080824 to the LAWA PM detailing the following:

- Chiller Model Number
 - Names and job titles of JCI personnel to be provided, or services or tasks to be performed.
 - The estimated required hours.
 - The rates to be charged in accordance with JCI/Sourcewell Pricing Rates – Chiller Technician Labor Rate; and
 - Any estimated expenses.
- (3) LAWA will use the Quote or Fee Proposal to generate a PO prior to commencement of any onsite work.
- (4) During each site visit, JCI Technician will:
- Sign in and out in CUP Control Room on 2nd Floor.
 - JCI to provide a logbook that will be kept in the CUP Control Room.
 - JCI shall log a detailed description of work and materials used for that day and include the LAWA PO number as a job reference.
- (5) **Refrigerant pricing is not included under this Agreement** and will be billed separately to the Customer by JCI.

Johnson Controls Planned Service Agreement Proposal

Prepared for LOS ANGELES WORLD AIRPORTS

TERMS AND CONDITIONS

DEFINITIONS

CONNECTED EQUIPMENT SERVICES means a data-analytics and monitoring Software platform that uses a cellular or network connection to gather equipment performance data to assist JCI in advising Customer on such equipment's health, performance or potential malfunction.

CONTRACT PRICE means the price that Customer shall pay to JCI for the Services.

COVERED EQUIPMENT means the equipment for which Services are to be provided under this Agreement. Covered Equipment is set forth in Schedule A - Equipment List.

EQUIPMENT FAILURE means the failure, under normal and expected working conditions, of moving parts or electric or electronic components of the Covered Equipment that are necessary for its operation.

PREMISES means those Customer premises where the Covered Equipment is located, or Services performed pursuant to this Agreement.

REMOTE MONITORING SERVICES means remote monitoring of Covered Equipment and/or systems including building automation, HVAC equipment, and fire alarm, intrusion, and/or other life safety systems for alarm and event notifications using a UL Certified Central Station.

REMOTE OPERATIONS CENTER (ROC) is the department at JCI that remotely monitors alarm and industrial (HVAC) process signals.

REMOTE OPERATING SERVICES means remote interrogation, modification and/or operation of building automation, HVAC equipment, and/or other Covered Equipment.

REPAIR LABOR is the labor necessary to restore Covered Equipment to working condition following an Equipment Failure but does not include services relating to total equipment replacement due to obsolescence or unavailability of parts.

REPAIR MATERIALS are the parts and materials necessary to restore Covered Equipment to working condition following an Equipment Failure but excludes total equipment replacement due to obsolescence or unavailability of parts, unless excluded from the Agreement. At JCI's option, Repair Materials may be new, used, or reconditioned.

SCHEDULED SERVICE MATERIALS are the materials required to perform Scheduled Service Visits on Covered Equipment, unless excluded from the Agreement.

SCHEDULED SERVICE VISITS are the on-site labor visits required to perform JCI recommended inspections and preventive maintenance on Covered Equipment.

SERVICES are the work, materials, labor, service visits, and repairs to be provided by JCI pursuant to this Agreement except that the Services do not include the Connected Equipment Services or the provision of other software products or digital or cloud services, which are provided under separate terms and conditions referenced in Section P.

A. JCI'S SERVICES FOR COVERED EQUIPMENT

1. BASIC COVERAGE means Scheduled Service Visits, plus Scheduled Service Materials (unless excluded from this Agreement). No parts, equipment, Repair Labor or Repair Materials are provided for under BASIC COVERAGE.

2. PREMIUM COVERAGE means BASIC COVERAGE plus Repair Labor, plus Repair Materials (unless excluded from the Agreement). If Customer has ordered PREMIUM COVERAGE, JCI will inspect the Covered Equipment within forty-five (45) days of the date of this Agreement, or as seasonal or operational conditions permit. JCI will then advise Customer if JCI finds any Covered Equipment not in working order or in need of repair. With Customer's approval, JCI will perform the work necessary to put the Covered Equipment in proper working condition, subject to the terms of this Agreement. Customer will pay for such work at JCI's standard rates for parts and labor in effect at the time that the work is performed. If Customer does not want JCI to perform the work identified as necessary by JCI, any equipment thereby affected will be removed from the list of Covered Equipment, and the Contract Price will be adjusted accordingly. Should Customer not make JCI's recommended repairs or proceed with the modified PREMIUM COVERAGE, JCI reserves the right to invoice Customer for the cost of the initial equipment inspection.

3. EXTENDED SERVICE means Services performed outside JCI's normal business hours and is available only if Customer has PREMIUM COVERAGE. Extended Service is available either 24/5 or 24/7, at Customer's election. The price for Extended Service, if chosen by Customer, is part of the total Contract Price.

4. JCI CONNECTED EQUIPMENT SERVICES. Certain equipment sold hereunder includes by default JCI's Connected Equipment Services. If Customer's equipment includes Connected Equipment Services, such services will be on by default and the remote connection will continue to connect to Customer's Equipment through the full equipment lifecycle, unless Customer specifically requests in writing that JCI disable the remote connection or JCI discontinues or removes such remote connection. For more information on whether your equipment includes Connected Equipment Services, a subscription to such services and the cost, if any, of such subscription, please see your applicable order, quote, proposal, or purchase documentation or talk to your JCI sales representative. If Customer's equipment includes Connected Equipment Services, JCI will provide a cellular modem or other gateway device ("Gateway Device") owned by JCI or Customer will supply a network connection suitable to establish a remote connection with Customer's applicable equipment to permit JCI to use Connected Equipment Services to perform first-year and extended warranty services as well as other services, including troubleshooting, quarterly health reports, remote diagnostic and monitoring and aftermarket services. For certain subscriptions, Customer will be able to access equipment information from a mobile or smart device using Connected Equipment Service's mobile or web app. Any Gateway Devices provided hereunder shall remain JCI's property, and JCI may upon reasonable notice access and remove such Gateway

Page 36 of 43



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EXHIBIT B

25.0106.02 – FINAL REV.2 - Los Angeles World Airports HVAC Shop, Chillers, BAS Controls 3-YR Planned Service Agreement ("PSA") Proposal

Johnson Controls Planned Service Agreement Proposal

Prepared for LOS ANGELES WORLD AIRPORTS

Device and discontinue services in accordance with the Software Terms. If Customer does not permit JCI to connect via a connection validated by JCI for the equipment or the connection is disconnected by Customer, and a service representative must therefore be dispatched to the Customer site, then the Customer will pay JCI at JCI's then-current standard applicable contract regular time and/or overtime rate for services performed by the service representative. **Customer acknowledges that, while Connected Equipment Services generally improve equipment performance and services, Connected Equipment Services does not prevent all potential malfunction, insure against all loss or guarantee a certain level of performance and that JCI shall not be responsible for any injury, loss, or damage caused by any act or omission of JCI related to or arising from the monitoring of the equipment under Connected Equipment Services.**

5. REMOTE MONITORING SERVICES OR REMOTE OPERATING SERVICES. If Remote Monitoring Services or Remote Operating Services are provided, Customer agrees to furnish JCI with a list of the names, titles, addresses, email addresses, and phone numbers of all persons authorized to be contacted by or be able to contact the ROC to perform specific agreed upon actions with the appropriate authority. If JCI's Services include "Remote Monitoring Services with Open and Close," Customer also agrees to furnish JCI with Customer's daily and holiday opening and closing schedules. Customer agrees to maintain and update the call lists with accurate information. Customer further agrees to notify JCI of such changes as soon as possible. JCI/ROC is not responsible to find new contacts/numbers if the contacts on the call lists cannot be reached. A maximum of three contacts are allowed for any time of the day. If none of those contacts can be reached, then neither JCI nor the ROC are responsible for damages. Customer is responsible for any and all costs and expenses arising from Customer's failure to provide timely updates for any of the contact information submitted to the ROC.

6. CUSTOMER SERVICE INFORMATION PORTAL. Customer may be able to utilize JCI's Customer Service Information Portal during the term of the Agreement, pursuant to the then applicable Terms of Use Agreement.

B. OUT OF SCOPE SERVICES

If, during any Service Visit, JCI detects a defect in any of Customer's equipment that is not Covered Equipment under this Agreement (an "Out of Scope Defect"), JCI may (but shall have no obligation to) notify Customer of such Out of Scope Defect. If Customer elects for JCI to repair such Out of Scope Defect, or if JCI otherwise performs any Services or provides any materials, parts, or equipment outside the scope of the Services (collectively, "Out of Scope Services"), Customer shall direct JCI to perform such Out of Scope Services in writing, and Customer shall pay for such Out of Scope Services at JCI's standard fees or hourly rates. If, after receiving notice of an Out of Scope Defect, Customer elects not to engage JCI to repair such Out of Scope Defect, Customer shall defend and indemnify JCI from and against any and all losses, damages, claims, costs and expenses arising directly or indirectly out of such Out of Scope Defect. Any Out of Scope Services performed by JCI at the direction of Customer pursuant to this Section shall be subject to the terms of this Agreement.

C. EXCLUSIONS

JCI's Services and warranty obligations expressly exclude:

- (a) the repair or replacement of ductwork, casings, cabinets, structural supports, tower fill/slats/basin, hydronic and pneumatic piping, and vessels, gaskets, and piping not normally replaced or maintained on a scheduled basis, and removal of oil from pneumatic piping;
- (b) disposal of hazardous wastes (except as otherwise expressly provided herein);
- (c) disinfecting of chiller condenser water systems and other components for biohazards, such as but not limited to, Legionella unless explicitly set forth in the scope of services between the parties. Unless explicitly provide for within the scope of services, this is Out of Scope Services and the Customer's exclusive responsibility to make arrangements for such services with a provider other than JCI. Mentions of chiller tube cleaning, condenser cleaning, cooling tower cleaning or boiler tube cleaning in any scope of services, only involve work to remove normal buildup of debris and scale using tube brush cleaning, pressure washing or acid flushing. Reference to such cleaning does not include chemical cleaning, disinfection or chemical water treatment required to eliminate, control or disinfect against biohazards such as but not limited to Legionella;
- (d) refrigerant; supplies, accessories, or any items normally consumed during the use of Covered Equipment, such as ribbons, bulbs and paper;
- (e) the furnishing of materials and supplies for painting or refinishing equipment;
- (f) the repair or replacement of wire in conduit, buried cable/transmission lines, or the like, if not normally replaced or maintained on a scheduled basis;
- (g) replacement of obsolete parts; and
- (h) damages of any kind, including but not limited to personal injury, death, property damage, and the costs of repairs or service resulting from:
 - abuse, misuse, alterations, adjustments, attachments, combinations, modifications, or repairs to Covered Equipment not performed, provided, or approved in writing by JCI;
 - equipment not covered by this Agreement or attachments made to Covered Equipment;
 - acts or omissions of the Customer, including but not limited to the failure of the Customer to fulfill the Customer Obligations and Commitments to JCI as described in Section F of this Agreement, operator error, Customer's failure to conduct preventive maintenance, issues resulting from Customer's previous denial of JCI access to the Covered Equipment, and Customer's failure to keep the site clean and free of dust, sand, or other particles or debris, unless such conditions are previously expressly acknowledged by JCI in writing;
 - use of the Covered Equipment in a manner or environment, or for any purpose, for which it was not designed by the manufacturer;
 - site-related and environmental conditions, including but not limited to power failures and fluctuations in electrical current (or "power surges") and biohazards such as but not limited to Legionella associated with condenser water, cooling tower systems and subcomponent systems;
 - the effects of erosion, corrosion, acid cleaning, or damage from unexpected or especially severe freezing weather;
 - issues or failures not specifically covered by this Agreement; or
 - occurrences beyond JCI's reasonable control and without JCI's fault or negligence.



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EXHIBIT B

Page 37 of 43

25.0106.02 – FINAL REV.2 - Los Angeles World Airports HVAC Shop, Chillers, BAS Controls 3-YR Planned Service Agreement ("PSA") Proposal

Johnson Controls Planned Service Agreement Proposal

Prepared for LOS ANGELES WORLD AIRPORTS

D. PAYMENT TERMS; PRICE ADJUSTMENTS

Unless otherwise agreed to by the parties, fees and other amounts due hereunder are due upon receipt of the invoice. Such payment is a condition precedent to JCI's obligation to perform Services under the Agreement. Any invoice disputes must be identified in writing by Customer within 21 days of the date of invoice. Payments of any disputed amounts are due and payable upon resolution. Failure by Customer to make payments when due will give JCI, without prejudice to any other right or remedy, the right to: (i) to stop performing any Services, withhold deliveries of Equipment and other materials, terminate or suspend any software licenses provided hereunder and/or terminate this Agreement; and (ii) charge Customer 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. Customer will pay all JCI's reasonable collection costs (including legal fees and expenses). In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable.

JCI may increase prices upon notice to the Customer to reflect increases in material and labor costs. If this Agreement is renewed, JCI will provide Customer with notice of any adjustments in the Contract Price applicable to any Renewal Term. Unless Customer terminates this Agreement in writing at least ninety (90) days prior to the end of the then-current Term, the adjusted Contract Price shall be the price for the Renewal Term.

E. WARRANTIES

JCI warrants its Services will be provided in a good and workmanlike manner for 90 days from the date of Services. If JCI receives written notice of a breach of this warranty prior to the end of this warranty period, JCI will re-perform any non-conforming Services at no additional charge within a commercially reasonable time of the notification.

JCI warrants that equipment manufactured or labeled by Johnson Controls, Inc. shall be free from defects in material and workmanship arising from normal usage for a period of 90 days. No warranty is provided for third-party products and equipment installed or furnished by JCI. Such products and equipment are provided with the third-party manufacturer's warranty to the extent available, and JCI will transfer the benefits, together with all limitations, of that manufacturer's warranty to Customer. All transportation charges incurred in connection with the warranty for equipment and/or materials not covered under this Agreement shall be borne by Customer. Except as provided herein, if JCI receives written notice of a breach of this warranty prior to the end of this warranty period, JCI will repair or replace (at JCI's option) the defective equipment.

These warranties do not extend to any Services or equipment that have been misused, altered, or repaired by Customer or third parties without the supervision of and prior written approval of JCI, or if JCI serial numbers or warranty decals have been removed or altered. All replaced parts or equipment shall become JCI's property. This warranty is not assignable. Warranty service will be provided during normal business hours, excluding holidays. The remedies set forth herein shall be Customer's sole and exclusive remedy with regards to any warranty claim under this Agreement. Any lawsuit based upon the warranty must be brought no later than one (1) year after the expiration of the applicable warranty period. This limitation is in lieu of any other applicable statute of limitations. **CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT THESE WARRANTIES ARE JCI'S SOLE WARRANTIES AND TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** JCI 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 will detect the presence of, or eliminate, prevent, treat, or mitigate the spread, transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

F. CUSTOMER OBLIGATIONS AND COMMITMENTS TO JCI

1. Customer warrants it has given JCI all information concerning the condition of the Covered Equipment. The Customer agrees and warrants that, during the Term of this Agreement, Customer will:

- (1) operate the Covered Equipment according to the manufacturer's and/or JCI's recommendations;
- (2) keep accurate and current work logs and information about the Covered Equipment as recommended by the manufacturer and/or JCI;
- (3) provide an adequate environment for Covered Equipment as recommended by the manufacturer and/or JCI, including, but not limited to adequate space, electrical power, water supply, air conditioning, and humidity control;
- (4) notify JCI immediately of any Covered Equipment malfunction, breakdown, or other condition affecting the operation of the Covered Equipment;
- (5) provide JCI with safe access to its Premises and Covered Equipment at all reasonable and necessary times for the performance of the Services;
- (6) allow JCI to start and stop, periodically turn off, or otherwise change or temporarily suspend equipment operations so that JCI can perform the Services required under this Agreement;
- (7) as applicable, provide proper condenser, cooling tower and boiler water treatment for the proper functioning of Covered Equipment and protect against any environmental issues and instances of biohazards such as but not limited to Legionella;
- (8) carefully and properly set and test the intrusion alarm system each night or at such other time as Customer shall close the Premises;
- (9) obtain all necessary licenses and permits required for and pay all taxes associated with the Services;
- (10) notify JCI immediately of any claimed inadequacy in, or failure of, the Covered Equipment or other condition affecting the operation of the Covered Equipment;
- (11) furnish any necessary 110 volt A/C power and electrical outlets at its expense;
- (12) properly maintain, repair, service, and assure the proper operation of any other property, system, equipment, or device of Customer or others to which the Covered Equipment may be attached or connected, in accordance with manufacturer recommendations, insurance carrier requirements, or the requirements of any fire rating bureau, agency, or other authorities having jurisdiction thereof;
- (13) not tamper with, alter, adjust, disturb, injure, remove, or otherwise interfere with any Covered Equipment (including any related software) and not permit the same to be done;
- (14) refrain from causing false alarms, and reimburse JCI for any fine, penalty, or fee paid by or assessed against JCI by any governmental or municipal agency as a result thereof;
- (15) be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network")



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EXHIBIT B

Page 38 of 43

25.0106.02 – FINAL REV.2 - Los Angeles World Airports HVAC Shop, Chillers, BAS Controls 3-YR Planned Service Agreement ("PSA") Proposal

Johnson Controls Planned Service Agreement Proposal

Prepared for LOS ANGELES WORLD AIRPORTS

and shall supply JCI secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access; and

(16) take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

2. Customer acknowledges and understands that unless water treatment for biohazards (such as Legionella) is explicitly included in the services JCI is providing, it is Customer's responsibility to provide such treatment. Customer also acknowledges that its failure to meet the above obligations will relieve JCI of any responsibility for any Covered Equipment breakdown, or any necessary repair or replacement of any Covered Equipment. If Customer breaches any of these obligations, JCI shall have the right, upon written notice to Customer, to suspend its Services until Customer cures such breach. In addition, Customer shall be responsible for paying or reimbursing JCI for any costs associated with corrective work required as a result of Customer's breach of these obligations.

G. INSURANCE

Customer is responsible for obtaining all insurance coverage that Customer believes is necessary to protect Customer, Customer's property, and persons in or on the Premises, including coverage for personal injury and property damage. THE PAYMENTS CUSTOMER MAKES UNDER THIS AGREEMENT ARE NOT RELATED TO THE VALUE OF THE PREMISES, CUSTOMER'S PROPERTY OR POSSESSIONS, OR THE PERSONS OCCUPYING OR AT ANY TIME PRESENT IN OR ON THE PREMISES, BUT RATHER ARE BASED ON THE COST OF THE SYSTEM AND THE SERVICES AND TAKE INTO CONSIDERATION THE PROTECTION AFFORDED TO JCI UNDER THIS AGREEMENT. Customer hereby releases JCI from any liability for any event or condition customarily covered by commercial liability insurance. Customer understands that neither the Services nor the Covered Equipment are designed to reduce, but not eliminate, certain risks. JCI does not guaranty that neither the Services nor Covered Equipment will prevent personal injury, unauthorized entrances or fire and smoke damage to the Premises. Customer further agrees that Customer has read and understands the terms and conditions of this Agreement.

H. INDEMNITY

JCI and Customer shall each indemnify the other party and its officers, agents, directors, and employees, from any and all damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of third party claims, demands, or suits for bodily injury (including death) or damage to tangible property to the extent arising out of the negligence or intentional misconduct of the indemnifying party or its employees or agents. Customer expressly agrees that JCI shall be responsible for injury, damage, or loss only to the extent caused directly by JCI's negligence or intentional misconduct. The obligations of JCI and Customer under this section are further subject to sections I and K below.

I. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL JCI AND ITS AFFILIATES AND THEIR RESPECTIVE PERSONNEL, SUPPLIERS AND VENDORS ("JCI PARTIES") BE LIABLE TO YOU OR ANY THIRD PARTY UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR ANY: (1) SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES; (2) LOST PROFITS, REVENUES, DATA, CUSTOMER OPPORTUNITIES, BUSINESS, ANTICIPATED SAVINGS, OR GOODWILL; (3) BUSINESS INTERRUPTION; OR (4) DATA LOSS OR OTHER LOSSES ARISING FROM VIRUSES, RANSOMWARE, CYBER ATTACKS OR FAILURES OR INTERRUPTIONS TO NETWORK SYSTEMS. IN ANY CASE, THE ENTIRE AGGREGATE LIABILITY OF THE JCI PARTIES UNDER THIS AGREEMENT FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE SHALL BE LIMITED TO \$250,000. CUSTOMER UNDERSTANDS THAT JCI IS NOT AN INSURER REGARDING THE WORK OR THE SERVICES. JCI SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE OR LOSS THAT MAY RESULT FROM FIRE SAFETY OR SECURITY EQUIPMENT THAT FAILS TO PERFORM PROPERLY OR FAILS TO PREVENT A CASUALTY OR LOSS.

J. FORCE MAJEURE

JCI 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 JCI 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 JCI, 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 JCI. If JCI's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, JCI shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if JCI is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, JCI will be entitled to extend the relevant completion date by the amount of time that JCI 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 JCI's cost to perform the services, Customer is obligated to reimburse JCI for such increased costs, including, without limitation, costs incurred by JCI for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by JCI in connection with the Force Majeure Event.

K. RESOLUTION OF DISPUTES

If a dispute arises under this Agreement, the parties shall promptly attempt in good faith to resolve such dispute by negotiation. In the event the dispute is unable to be resolved, either party shall have the right to initiate arbitration by filing with the American Arbitration Association provided no other legal action has been previously filed. Upon filing of the arbitration, the AAA shall have the exclusive jurisdiction over the Dispute. Thus, either party may decide to file an action in a court of competent jurisdiction. If that court filing is the first legal proceeding filed, that court shall have jurisdiction over the Dispute to the exclusion of any arbitration. Arbitration shall be conducted in accordance with the then current arbitration rules of the American Arbitration Association or other arbitration service mutually agreed to by the parties. Arbitration must be completed within sixty (60) days after the Dispute is submitted to arbitration unless the parties mutually agree otherwise. The award rendered by the arbitrator shall be final, and judgment issued by the Arbitrator may be entered in accordance with applicable law in any court having competent jurisdiction. The party prevailing in the arbitration or court



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EXHIBIT B

Page 39 of 43

25.0106.02 – FINAL REV.2 - Los Angeles World Airports HVAC Shop, Chillers, BAS Controls 3-YR Planned Service Agreement ("PSA") Proposal

Johnson Controls Planned Service Agreement Proposal

Prepared for LOS ANGELES WORLD AIRPORTS

proceeding shall be entitled to an award of its reasonable costs, including reasonable attorneys' fees, incurred because of the Dispute. CUSTOMER MUST BRING ANY CLAIM AGAINST JCI WITHIN ONE (1) YEAR AFTER THE CLAIM AROSE. IF CUSTOMER DOES NOT, CUSTOMER WILL HAVE IRREVOCABLY WAIVED ITS RIGHT TO SUE JCI AND/OR INSTITUTE OTHER PROCEEDINGS, AND JCI SHALL HAVE NO LIABILITY TO CUSTOMER FOR SUCH CLAIM. TIME IS OF THE ESSENCE RELATIVE TO CUSTOMER PURSUING ANY SUCH CLAIM. THE PROVISIONS OF THIS AGREEMENT WHICH APPLY TO ANY CLAIM SHALL REMAIN IN EFFECT EVEN AFTER THE AGREEMENT IS TERMINATED. JCI AND CUSTOMER EACH WAIVE THEIR RIGHT TO A JURY TRIAL.

L. TERM AND TERMINATION

1. The Original Term is as set forth herein. At the conclusion of the Original Term, this Agreement shall automatically renew and extend for successive terms equal to the Original Term unless the Customer or JCI gives the other written notice it does not want to renew prior to the end of the then-current term (each a "Renewal Term"). The notice must be delivered at least ninety (90) days prior to the end of the Original Term or any Renewal Term. The Original Term and any Renewal Term may be referred to herein as the "Term." Customer agrees to issue and send a Purchase Order to JCI at least thirty (30) days prior to expiration of the Original Term or any Renewal Term if necessary for payments to be processed, but failure to do so is not a pre-condition to Renewal Term payments being due to JCI.
2. Remote Monitoring Services and Remote Operating Services may be immediately canceled by either party if JCI's Remote Operations Center, connecting wires, or monitoring systems are destroyed by fire or other catastrophe, or where the Premises are so substantially damaged that it is impractical to continue Services.
3. If either party fails to perform any of its material obligations under this Agreement, the other party shall provide written notice thereof to the party alleged to be in default. Should the party alleged to be in default fail to respond in writing or take action to cure the alleged default within ten (10) days of receiving such written notice, the notifying party may terminate this Agreement by providing written notice of such termination.
4. JCI may terminate this Agreement and discontinue any Services if JCI is unable to obtain or continue to support technologies, equipment or component parts that are discontinued, become obsolete or are otherwise not commercially available, or for convenience upon forty-five (45) days written notice. JCI will not be liable for any damages or subject to any penalty because of any such termination.
5. Upon termination of this Agreement for any reason, Customer shall pay to JCI all undisputed amounts owed through the date of termination within thirty (30) days of such termination. If Customer terminates this Agreement, other than in accordance with this Section L, Customer shall also pay Johnson Controls 35% of the charges for Services remaining to be paid for the unexpired Term of this Agreement as liquidated damages and not as a penalty. Customer shall provide JCI with reasonable access to the Premises to remove the Gateway Device and any other JCI property and to un-program any controls, intrusion, fire, or life safety system, as applicable. Customer shall be liable for all fees, costs, and expenses that JCI may incur in connection with the enforcement of this Agreement, including without limitation, reasonable attorney fees, collection agency fees, and court costs.

M. ASBESTOS, MOLD, BIOHAZARDS, AND HAZARDOUS MATERIALS

"Hazardous Materials" means any material or substance that, whether by its nature or use, is now or hereafter defined or regulated as a hazardous waste, hazardous substance, pollutant, or contaminant under any local, state, or federal law, regulation, or ordinance relating to or addressing public and employee health and safety and protection of the environment, or which is toxic, explosive, corrosive, flammable, radioactive, carcinogenic or otherwise hazardous or which is or contains petroleum, gasoline, diesel, fuel, another petroleum hydrocarbon product or polychlorinated biphenyls. "Hazardous Materials" specifically includes mold, lead-based paints, biohazards such as but not limited to Legionella and asbestos-containing materials ("ACM"). Neither Customer nor JCI desires to or is licensed to undertake direct obligations relating to the identification, abatement, cleanup, control, removal or disposal of ACM.

JCI will be responsible for removing or disposing of any Hazardous Materials that it uses in providing the Services ("JCI Hazardous Materials") and for the remediation of any areas affected by the release of JCI Hazardous Materials. For other Hazardous Materials that may be present at its facilities ("Non-JCI Hazardous Materials"), Customer shall supply JCI with any information in its possession relating to the presence of Hazardous Materials if their presence may affect JCI's performance of the Services. If either Customer or JCI becomes aware of or suspects the presence of Non-JCI Hazardous Materials that may interfere with JCI's Services, it shall immediately stop the Services in the affected area and notify the other party. As between Customer and JCI, Customer shall be responsible at its sole expense for removing and disposing of Non-JCI Hazardous Materials from its facilities and for the remediation of any areas impacted by the release of the Non-JCI Hazardous Materials and must provide a certificate of abatement before JCI will be obligated to perform or continue its Services, unless JCI had actual knowledge that Non-JCI Hazardous Materials were present and acted in disregard of that knowledge, in which case (i) JCI shall be responsible at its sole expense for the remediation of any areas impacted by its release of such Hazardous Materials, and (ii) Customer shall remain responsible at its sole expense for the removal of Hazardous Materials that have not been released and for releases not resulting from JCI's performance of the Services. Customer shall defend and indemnify JCI against any losses, costs, damages, expenses, and claims arising out of its failure to comply with this Section M.

N. CUSTOMER DATA

Customer data obtained from the Services is owned by and shall belong to Customer. JCI will access and use Customer data to provide Services to Customer. Except as set forth herein, JCI will not disclose to any third party any individual Customer data acquired through performance of the Services without Customer's consent. Customer agrees that JCI and its subsidiaries, affiliates and approved third party contractors and developers may collect and use Customer data for any reason, as long as any external use of the data is on a de-identified basis that does not personally identify Customer or any individual. Customer hereby grants JCI a perpetual, worldwide, irrevocable, royalty free license to use, modify, manipulate, sublicense, and create derivative works from such data. JCI shall retain all rights to any intellectual property, data, materials and products created because of its performance of Services.

O. JCI'S INTELLECTUAL PROPERTY

JCI shall retain all right, title and interest in any (a) work provided to Customer, including without limitation, all software source and object code, documentation, technical information or data, specifications and designs and any changes, improvements or modifications thereto ("Deliverables"), and (b) Know-How (defined below) employed by JCI in the creation of the Deliverables or performance of the Services, whether known to JCI prior to, or developed or discovered or acquired in connection with, the performance of its obligations under this agreement. Ownership of all Deliverables and Know-How shall vest solely in JCI and no Deliverables shall be deemed "works made for hire." Without limiting the generality of the foregoing, ownership of all source files used while performing the Services shall remain the exclusive property of JCI. For purposes of this Agreement, "Know-How" means any know-



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EXHIBIT B

Page 40 of 43

25.0106.02 – FINAL REV.2 - Los Angeles World Airports HVAC Shop, Chillers, BAS Controls 3-YR Planned Service Agreement ("PSA") Proposal

Johnson Controls Planned Service Agreement Proposal

Prepared for LOS ANGELES WORLD AIRPORTS

how, processes, techniques, concepts, methodologies, tools, analytical approaches, database models and designs, discoveries, and ideas furnished, produced by, developed, or used by JCI in the creation or provision of the Deliverables or in the performance of the Services, and any changes, improvements, or modifications thereto or derivatives thereof.

P. SOFTWARE AND DIGITAL SERVICES

Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, JCI's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterm> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, JCI 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.

Q. Privacy.

1. **JCI as Processor:** Where JCI factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa ("DPA") shall apply.

2. **JCI as Controller:** JCI will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with JCI's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges JCI's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by JCI is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

R. MISCELLANEOUS PROVISIONS

1. All notices required to be given hereunder shall be in writing and shall be considered properly given if: (a) delivered in person, (b) sent via the United States Postal Service, postage prepaid, registered or certified with return receipt requested, (c) sent by overnight delivery service (e.g., FedEx, UPS), or (d) sent by facsimile, email or other electronic means and confirmed by facsimile, return email or telephone.

2. This Agreement may not be assigned by Customer without JCI's prior written consent. JCI shall have the right to assign this Agreement to any other person, firm, or corporation without Customer's consent. JCI shall also have the right, in its sole discretion, to subcontract any portion of the Services. This Agreement inures to the benefit of and is applicable to any assignees or subcontractors of JCI, and is binding upon Customer with respect to said assignees or subcontractors with the same force and effect as it binds Customer to JCI.

3. This Agreement shall be subject to and governed by the laws of the State where the Services are performed.

4. If any provision of this Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

5. This Agreement is the entire contract between JCI and Customer and supersedes any prior oral understandings, written agreements, proposals, or other communications between the parties.

6. Customer acknowledges and agrees that any purchase order issued by Customer in connection with this Agreement is intended only to establish payment authority for Customer's internal accounting purposes and shall not be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included or referenced in Customer's purchase order will have any force or effect and these terms and conditions shall control. Customer's acceptance of any Services shall constitute an acceptance of these terms and conditions. Any proposal for additional or different terms, whether in Customer's purchase order or any other document, unless expressly accepted in writing by JCI, is hereby objected to and rejected.

7. If there are any changes to Customer's facilities or operations, or to applicable regulations, laws, codes, taxes, or utility charges, that materially affect JCI's performance of the Services or its pricing thereof, JCI shall have the right to an equitable and appropriate adjustment to the scope, pricing, and other affected terms of this Agreement.

8. No claim or cause of action, whether known or unknown, shall be brought against JCI more than one year after the claim first arose. Except as provided for herein, JCI's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

ADDENDUM TO PSA TERMS AND CONDITIONS FOR MONITORING OF INTRUSION, FIRE AND OTHER SAFETY SYSTEMS

If Remote Monitoring Services explicitly includes remote fire alarm monitoring, security alarm monitoring or video monitoring in the scope of work or customer charges, the Agreement is hereby modified and amended to include the terms and provisions of this Addendum to the PSA for Monitoring of Intrusion, Fire and Safety Systems (the "Addendum"). Capitalized terms that are not defined herein, shall have the meaning given to them in the Agreement. In the event of a conflict between the terms and conditions of this Addendum and those appearing in the Agreement, the terms and conditions of this Addendum shall prevail.

1. **Remote Monitoring of Alarm Signals.** If JCI receives an emergency alarm signal at JCI's ROC, JCI shall endeavor to notify the appropriate police or fire



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EXHIBIT B

Page 41 of 43

25.0106.02 – FINAL REV.2 - Los Angeles World Airports HVAC Shop, Chillers, BAS Controls 3-YR Planned Service Agreement ("PSA") Proposal

Johnson Controls Planned Service Agreement Proposal

Prepared for LOS ANGELES WORLD AIRPORTS

department, or other emergency response agency having jurisdiction and JCI shall endeavor to notify Customer or its designated representative by email unless instructed to do otherwise by Customer in writing and/or based on standard operating procedures for the ROC. JCI, upon receipt of a non-emergency signal from the Premises, shall endeavor to notify Customer's representative pursuant to Customer's written instructions, defaulting to email or text notification. Customer acknowledges that if the signals transmitted from the Premises will be monitored in a monitoring facility not operated by JCI, the personnel in such monitoring facilities are not the agents of JCI, nor does JCI assume any responsibility for the way such signals are monitored or the response to such signal.

2. Remote Monitoring Services Pricing. Remote Monitoring Services shall be provided by JCI if the Agreement includes a charge for such Service. If such Service is purchased, JCI will monitor the number of alarms for the Premises and the initial charge is based on the pricing agreed to by the parties, subject to the terms and conditions of this Addendum. If the number of alarms produced at the Premises goes beyond the contracted number of alarms in a month, Customer will be billed an overage fee.

3. Communications Media. Customer acknowledges that monitoring of Covered Equipment requires transmission of signals over standard telephone lines and/or the Internet and that these modes of transmission may be interrupted, circumvented, or compromised, in which case no signal can be transmitted from the Premises to the monitoring facility. Customer understands that to allow the monitoring facility to be aware of such a condition, additional or alternative protection can be installed, such as line security devices, at Customer's cost and expense and for transmission via telephone line only. Customer acknowledges it is aware that line security devices are available and, unless expressly identified in Schedule A - Equipment List, has declined to purchase such devices. Customer further acknowledges that such additional protection is not available for Internet transmission under this Agreement.

4. False/Unnecessary Alarms; Service Calls. At JCI's option, an additional fee may be charged for any false alarm or unnecessary Service Visit caused or necessitated by Customer. In addition, Customer shall be fully responsible and liable for fines, penalties, assessments, taxes, fees or charges imposed by a governmental body, telephone, communication, or signal transmission company as the result of any false alarm and shall reimburse JCI for any costs incurred by JCI in connection therewith. Customer shall operate the system carefully so as to avoid causing false alarms. False alarms can be caused by severe weather or other forces beyond the control of JCI. If an undue number of false alarms are received by JCI, in addition to any other available remedies available to JCI, JCI may terminate this Agreement and discontinue any Service(s) and seek to recover damages. If an agent is dispatched, by a governmental authority or otherwise, to respond to a false alarm, where the Customer, or any other party has intentionally, accidentally or negligently activated the alarm signal, Customer shall be responsible for and pay any and all fees and/or fines assessed with respect to the false alarms and pay to JCI the additional charges and costs incurred by it from a false alarm. If the Customer's system has a local audible device, Customer authorizes JCI to enter the Premises to turn off the audible device if JCI is requested or ordered to do so by governmental authorities, neighbors or anyone else and Customer will pay JCI its standard service call charge for each such visit. Police agencies require repair of systems which cause false dispatches. Customer shall maintain the equipment necessary for JCI to supply the Services and Customer shall pay all costs for such maintenance. At least monthly, Customer will test the system's protective devices and send test signals to the ROC for all monitoring equipment in accordance with instructions from JCI or the ROC. Customer agrees to test the monitoring systems, including testing any ultrasonic, microwave, infrared, capacitance or other electronic equipment prior to the end of each month and will immediately report to JCI if the equipment fails to respond to the test. Customer shall make any necessary repairs as soon after receipt of notice as is reasonably practical. Customer shall at all times be solely responsible for maintaining any sprinkler system in good working order and provide adequate heat to the Premises.

5. Remote Monitoring of Video Monitoring Services. During the Term, JCI's sole and only obligation arising from the inclusion of Video Monitoring Services in any Service offering shall be to monitor the digital signals actually received by JCI at its ROC from means of the Video System and upon receipt of a digital signal indicating that an alarm condition exists, to endeavor, as permitted by law, to notify the police or other municipal authority deemed appropriate in JCI's absolute discretion and to such persons Customer has designated in writing to JCI to receive notification of such alarm condition as set forth herein. No alarm installation, repair, maintenance or guard responses will be provided under this Video Monitoring Services option. JCI may, without prior notice to Customer, in response to applicable law or insurance requirements, revise, replace, discontinue and/or rescind its response policies and procedures.

a. Inception and conclusion of service. Video Monitoring shall be provided by JCI if this Agreement includes a charge for Video Monitoring Services. If such Video Monitoring Service is purchased, Video Monitoring Services will begin when the Video System is installed and operational, and when the necessary communications connection is completed. No obligation for the provision of this Video Monitoring Service will commence until these requirements are met.

b. Customer Equipment. Customer shall obtain, at its own cost and expense: (a) the equipment necessary to connect to JCI's ROC; and (b) whatever permission, permits or licenses that may be necessary from all persons, governmental authorities, utility, and any other related service providers in connection with the Services. The video system to be used by the Customer is intended to produce and transmit video images (the "Video System Images") of the Premises to the ROC (the "Video System"). JCI makes no promise, warranty or representation that the video system will operate as intended. Customer further agrees that, notwithstanding any role or participation by JCI in Video System and Video System Images, JCI shall have no responsibility or obligation regarding Customer, the Video System or any other Customer equipment.

c. System Location. The Video System related cameras shall be located and positioned by Customer along with attendant burglary digital alarm signal(s). Customer shall ensure that the Video System related cameras will be positioned and located such that it will only produce or capture Video System Images of areas of the Premises. Customer will provide adequate illumination under all operating conditions for the proper viewing of the cameras. Customer acknowledges and agrees that JCI has exercised no control over or participated in locating or positioning the Video System related camera including, but not limited to selecting what areas, locations, things or persons that the Video System Images may depict or capture.

d. Images. Customer shall be solely responsible for the Video System Images produced or captured by the Video System and Customer shall defend, indemnify and hold harmless JCI and its officers, agents, directors, and employees, from any and all damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of third party claims, demands, or suits in connection with the use, operation, location and position of the Video System, and the Video System Images resulting there from, including, but not limited to, any claims of any person depicted in a Video System image, including but not limited to, any claim by such person that his or her privacy has been invaded or intruded upon or his or her likeness has been misappropriated. Any duty to obtain the consent or permission of any person depicted in a Video System Image to have



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EXHIBIT B

Page 42 of 43

25.0106.02 – FINAL REV.2 - Los Angeles World Airports HVAC Shop, Chillers, BAS Controls 3-YR Planned Service Agreement ("PSA") Proposal

Johnson Controls Planned Service Agreement Proposal

Prepared for LOS ANGELES WORLD AIRPORTS

his or her likeness to be depicted, received, transmitted or otherwise used, and the duty to determine and comply with any and all applicable laws, regulations, standards and other obligations that govern the legal, proper and ethical use of video capturing devices, such as the Video System, including, but not limited to, notification that the Video System is in use at the Premises, shall be the sole responsibility of the Customer. JCI agrees to make Video System Images available to Customer and upon their respective request. JCI makes no promise, warranty or representation as to the length of time that it retains Video Images, or the quality thereof.

e. **Video System Signals.** When a signal from the Video System is received, JCI reserves the right to verify all alarm signals before notifying emergency personnel and may choose not to notify emergency personnel if it has reason to believe, in its sole discretion, that an emergency condition does not exist. JCI will first attempt to verify the nature of the emergency by using visual verification and/or the two-way voice system (if applicable) of the Video System included in Customer's system. If JCI determines that an emergency condition exists, JCI will endeavor to notify the proper police or emergency contact on a notification call list provided in writing by Customer to JCI, or its designee. When a non-emergency signal is received, JCI will attempt to contact the first available Customer representative on the notification call list but will not notify emergency authorities, this notification will be in the form of email or text and follow ROC processes. If the customer requires phone calls to the call list for any emergency or non-emergency situation, the customer will need to make this request in writing. Customer authorizes and directs JCI, as its agent, to use its full discretion in causing the arrest or detention of any person or persons on or around the premises who are not authorized by Customer. **JCI WILL NOT ARREST OR DETAIN ANY PERSON.**

f. **Recordings.** Customer consents to the tape recording of all telephonic communications between the Premises and JCI. JCI will have no liability arising from recording (or failure to record) or publication of any two-way voice communications, other video recordings or their quality. JCI shall have no liability in connection with Video System or the Video System Images, including, but not limited to, any failure, omission, negligence or other act by JCI, or any of its officers, employees, representatives, agents, contractors, or any other third party in connection with the receipt (or failure of receipt), transmission, reading, interpreting, or response to any Video Image.

6. **Risk of Loss is Customer's.** JCI does not represent or warrant that the Services will prevent any loss by burglary, holdup, fire or otherwise, or that the Services will in all cases provide the protection for which it is installed or intended, or that the Services will be uninterrupted or error-free. Customer assumes all risk of loss or damage to the Premises being monitored and to its contents, whether belonging to Customer or others; and has not relied on any representations and warranties of JCI, express or implied, except as specifically set forth in this Agreement. Further, expressly excluded from this Agreement are the warranties of merchantability or fitness or suitability for a particular purpose.

7. **JCI'S RECEIPT OF ALARM SIGNALS, ELECTRONIC DATA, VOICE DATA OR IMAGES (COLLECTIVELY, "ALARM SIGNALS") FROM THE EQUIPMENT OR SYSTEM INSTALLED IN THE PREMISES IS DEPENDENT UPON PROPER TRANSMISSION OF SUCH ALARM SIGNALS. JCI'S ROC CANNOT RECEIVE ALARM SIGNALS WHEN THE CUSTOMER'S TELCO SERVICE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH, OR IS OTHERWISE DAMAGED, OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELCO SERVICE OR TRANSMISSION MODE FOR ANY REASON INCLUDING BUT NOT LIMITED TO NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT SIGNAL TRANSMISSION FAILURE MAY OCCUR OVER CERTAIN TYPES OF TELCO SERVICES SUCH AS SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR, WIRELESS OR PRIVATE RADIO, OR CUSTOMER'S PROPRIETARY TELCOMMUNICATION NETWORK, INTRANET OR IP-PBX, OR OTHER THIRD-PARTY EQUIPMENT OR VOICE/DATA TRANSMISSION NETWORKS OR SYSTEMS OWNED, MAINTAINED OR SERVICED BY CUSTOMER OR THIRD PARTIES, IF: (1) THERE IS A LOSS OF NORMAL ELECTRIC POWER TO THE MONITORED PREMISES OCCURS (THE BATTERY BACK-UP FOR JCI'S ALARM PANEL DOES NOT POWER CUSTOMER'S COMMUNICATION FACILITIES OR TELCO SERVICE); OR (2) ELECTRONIC COMPONENTS SUCH AS MODEMS MALFUNCTION OR FAIL. CUSTOMER UNDERSTANDS THAT JCI WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF THE ALARM SYSTEM WITH CUSTOMER'S TELCO SERVICE AT THE TIME OF INITIAL INSTALLATION OF THE ALARM SYSTEM AND THAT CHANGES IN THE TELCO SERVICE'S DATA FORMAT AFTER JCI'S INITIAL REVIEW OF COMPATIBILITY COULD MAKE THE TELCO SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO JCI'S ROC. IF JCI DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELCO SERVICE IS COMPATIBLE, JCI WILL PERMIT CUSTOMER TO USE ITS TELCO SERVICE AS THE PRIMARY METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT JCI RECOMMENDS THAT CUSTOMER ALSO USE AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO JCI'S ROC REGARDLESS OF THE TYPE OF TELCO SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF JCI DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELCO SERVICE IS, OR LATER BECOMES, NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER TELCO SERVICE THAT IS NOT COMPATIBLE, THEN JCI WILL REQUIRE THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO JCI AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO JCI'S ROC. JCI WILL NOT PROVIDE FIRE OR SMOKE ALARM MONITORING FOR CUSTOMER BY MEANS OTHER THAN AN APPROVED TELCO SERVICE AND CUSTOMER UNDERSTANDS THAT IT IS SOLELY RESPONSIBLE FOR ASSURING THAT IT USES APPROVED TELCO SERVICE FOR ANY SUCH MONITORING AND THAT IT COMPLIES WITH NATIONAL FIRE ALARM STANDARDS AND LOCAL FIRE CODES. CUSTOMER ALSO UNDERSTANDS THAT IF CUSTOMER'S ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT ALARM SIGNALS IF THE TELCO SERVICE IS INTERRUPTED, AND THAT JCI MAY NOT BE ABLE TO DOWNLOAD SYSTEM CHANGES REMOTELY OR PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-APPROVED TELCO SERVICE. CUSTOMER ACKNOWLEDGES THAT ANY DECISION TO USE A NON-APPROVED TELCO SERVICE AS THE METHOD FOR TRANSMITTING ALARM SIGNALS IS BASED ON CUSTOMER'S OWN INDEPENDENT BUSINESS JUDGMENT AND THAT ANY SUCH DECISION IS MADE WITHOUT ANY ASSISTANCE, INVOLVEMENT, INPUT, RECOMMENDATION, OR ENDORSEMENT ON THE PART OF JCI. CUSTOMER ASSUMES SOLE AND COMPLETE RESPONSIBILITY FOR ESTABLISHING AND MAINTAINING ACCESS TO AND USE OF THE NON-APPROVED TELCO SERVICE FOR CONNECTION TO THE ALARM MONITORING EQUIPMENT. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM SYSTEM MAY BE UNABLE TO SEIZE THE TELCO SERVICE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION HAS DISABLED, IS INTERFERING WITH, OR BLOCKING THE CONNECTION.**

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EXHIBIT B

Page 43 of 43

25.0106.02 – FINAL REV.2 - Los Angeles World Airports HVAC Shop, Chillers, BAS Controls 3-YR Planned Service Agreement ("PSA") Proposal

Sourcewell Cooperative Contract #080824
Johnson Controls Pricing
HVAC Systems with Related Products and Services

As of 08/08/24

	Product/Service	Discount Type	Discount
1	Digital Solutions - OpenBlue Subscriptions	Discount from JCI List Price	5% Discount off JCI List Price
2	York Chillers (air-cooled and water cooled)	Discounts from North America List Price (NALP) or List Price depending on JCI Pricing Tool	NALP(List Price) less 55%
3	York Air Handling Equipment	Discounts from North America List Price (NALP) or List Price depending on JCI Pricing Tool	NALP(List Price) less 55%
4	Johnson Controls Terminal Units (Variable Air Volume (VAV)& Fan Coil Unit (FCU))	Discounts from List Price	List Price less 55%
5	Johnson Controls Commercial Unitary Equipment(Series 5, Series 40, Series 100)	Discounts from List Price	List Price less 55%
6	Johnson Controls DDC Metasys	Discounts from List Price	List Price less 55%
7	Johnson Controls Security Solutions Products	Discount from List Price	List Price less 15%
8	Johnson Controls Fire Protection Products	Discount from List Price	List Price less 15%
9	Preventative Service Agreements (PSA) and Operations and Maintenance Agreements (O&M)	Discount from Johnson Controls Published Street Labor Rates and products/materials	List Price less 5%
10	Johnson Controls Labor associated with Installs, retrofits and services, including Prevailing Wage, if applicable	Discount from Johnson Controls Local Branch Published Street Labor Rates	Johnson Controls Local Branch Published Street Rate less 10%
11	Johnson Controls Sustainable Infrastructure Labor, including Prevailing Wage, if applicable	Discount from Johnson Controls Sustainable Infrastructure Published Street Labor Rates	Johnson Controls Sustainable Infrastructure Published Street Rate less 10%
12	Non-Johnson Controls HVAC Controls, Equipment, Security & Fire Products: includes subcontracts, assessments, tools, management, general requirements, engineering services and surveys	Mark up over cost	Cost + 35%
13	Miscellaneous services or parts that do not have a NALP or List Price in Johnson Controls pricing tools	Mark up over cost	Cost + 35%
14	Projects including but not limited to Performance Contracts, Installation Contracts, Design Build Contracts, Contingent Payment Contracts, Public Private Partnerships, Power Purchase Agreements, and As-a-Service Type Contracts with General Requirements, internal/external Purchase Orders, and Subcontracts for Construction and Service or any type of contract relating to energy efficiency, water conservation, net zero and related sustainable efforts	Mark up over cost	Cost + 35%

See Pricing Notes on Page 2

Sourcewell Cooperative Contract #080824
Johnson Controls Pricing
HVAC Systems with Related Products and Services

As of 08/08/24

Pricing Notes:

All Pricing provided under this contract is available in both U.S. and Canadian currency.

- a. All labor rates are based upon standard hours.
- b. Overtime rates (afterhours, Saturday, Sunday): 1.5 x standard labor rates.
- c. Overtime rates (Holidays): 2 x standard labor rates.
- d. Per diem rates: Based upon location and job role to be provided.
- e. Minimum charge of 4 hours for all overtime work.
- f. Published street labor rates may be updated at the discretion of each local branch/Sustainable Infrastructure.
- g. Non-project related service / replacement parts: These will be priced in accordance with our large Strategic Account customers.
- h. Mileage – Standard rates apply for service calls calculated from branch to job site.
- i. If List Price or NALP is not available in JCI pricing tool use cost + 35%.
- j. All quotes shall meet the minimum discount percentages listed above.
- k. For quoted service (L&M) where a proposal has been requested, depending upon scope, either a fixed price/lump sum, or time and material pricing structure will be utilized.
- l. Investment Grade Audits will be priced based on the required labor hours at the listed rates plus any subcontracted services at listed discounts.
- m. Projects with an applicable Developer Fee shall be 6% of the total contract value.
- n. Johnson Controls risk and proficiency will be added to each project.
- o. Miscellaneous items like general conditions, bonds, insurance, permit fees, legal fees, and any other project execution pricing will be added if applicable to the project.
- p. Performance guarantees and or guaranteed savings will be contracted directly with the customer.
- q. Projects involving financing and/or equity will be proposed based on current market conditions.
- r. All proposals/contracts will be in accordance with the discounts listed on this pricing table and Johnson Controls will work with Sourcewell to help verify pricing upon member request.



Name:	JOHNSON CONTROLS INC.
Agreement/Activity:	Service Agreement to Provide Maintenance and Related Products/Supplies for the HVAC Systems, Chillers, FMCS, NAE and BAS at LAX and VNY Flyaway.
LAWA Division:	FMUG
SAP/Contract No:	MASTER AGREEMENT #080824
Term:	05/18/2025 - November 1, 2028

The following Primary and Ancillary Insurance is required for this contract with minimum limits outlined and is subject to the terms and conditions set forth in Section 10 of the General Insurance Provisions in the Contract.

Primary Insurance	
(X) Required	Workers Compensation, Statutory Limits Employer Liability \$1,000,000 each accident \$1,000,000 each employee by disease \$1,000,000 policy limit by disease
(X) Required	Commercial General Liability \$1,000,000 per occurrence \$2,000,000 general aggregate \$1,000,000 personal and advertising injury \$2,000,000 products/completed operations
(X) Required	Commercial Auto Liability \$1,000,000 combined single limit
() Required	Excess Liability Coverage - Underlying Commercial Auto, Commercial General Liability \$_____ per occurrence \$_____ general aggregate
Ancillary Insurance, as Required Below	
() Required	Professional Liability \$_____ per occurrence \$_____ aggregate

() Required (refer to Specific coverage required)	Property Insurance, All Risk/Special Form Coverage () Tenant Contents/Coverage for Personal Property (Renters' Insurance) () Tenant improvements - if applicable () Builder's Risk Insurance () Earthquake coverage limit: - Replacement Value () Flood coverage limit: - Replacement Value () Terrorism coverage
() Required	Installation Floater -When Applicable
() Required	Pollution Legal Liability – Must meet policy limits. \$ ____ per occurrence and \$ ____ per aggregate
() Required	Network Security and Privacy Liability (Cyber Liability) \$ ____ per incident and \$ ____ annual aggregate
() Required	Aircraft and Passenger Liability - Limit of Liability must meet Federal Requirements or as follows, whichever is greater: \$2,000,000 fixed wing \$10,000,000 rotocraft Commuters with 60 or fewer passengers or Cargo only / with payload Less than 18,000 lbs.: \$50,000,000 per occurrence/per passenger Air Carriers with more than 60 passengers or Cargo only / with payload Greater than 18,000 lbs. : \$200,000,000 CSL per occurrence/per passenger fixed wing
() Required	Garage Keeper's Liability \$ ____ per occurrence and \$ ____ annual aggregate
() Required	Hangar Keeper's Liability \$ ____ per occurrence and \$ ____ annual aggregate
() Required	Liquor Liability \$ ____ per occurrence and \$ ____ annual aggregate
() Required	Crime Insurance or Fidelity Bond \$ ____ Theft, dishonesty, disappearance, forgery, alteration, and destruction

Once the contract is awarded, evidence of Contractor's insurance, including all required endorsements, must be uploaded into Contractor's insurance profile at PinsAdvantage.com, before a Notice to Proceed NTP) can be issued. Please upload these Special Insurance Requirement with your evidence of responsible for your contract if you have questions.

03/2025

10. General Insurance Provisions

(version 11/2023)

10.1. **Primary Insurance Requirements.** Contractor shall maintain at its sole expense and keep in effect during the term of this Contract, the following types of insurance in amounts specified in the Special Insurance Provisions attached hereto and incorporated herein by reference.

10.1.1. **Workers' Compensation and Employer's Liability Insurance.** Contractor shall maintain Workers' Compensation Insurance as required by the State of California including coverage for Employer's Liability with limits per accident, employee, and disease.

10.1.2. **Commercial General Liability Insurance.** Contractor shall maintain Commercial General Liability Insurance (CGL) providing coverage for bodily injury, property damage, and personal and advertising injury through any combination of primary and excess or umbrella liability insurance policies with annual reinstatement of the general aggregate limit at each policy period renewal. The CGL shall include broad contractual liability.

The CGL insurance must be written on an ISO occurrence form CG 00 01 or substitute forms providing equivalent coverage. All excess or umbrella policies shall be follow-form and afford no less coverage than the primary policy. Coverage shall apply for both ongoing and completed operations on a form acceptable to LAWA. Coverage shall be provided to LAWA for liability and any damage to property and injury or death of persons, unless caused by LAWA'S sole or active negligence or willful misconduct.

For construction contracts, completed operations coverage must be in place for the entire California State Statute of Repose which is currently ten (10) years. The liability insurance requirements as noted in the Special Insurance Provisions can be met through a Contractor Controlled Insurance Program (CCIP), however, LAWA reserves the right to review and approve the program prior to starting work.

10.1.3. **Commercial Automobile Insurance.** Contractor shall maintain Commercial Auto Insurance written on ISO form CA 00 01 (or substitute form providing equivalent liability coverage). Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos) and may be satisfied by a combination of primary and excess and/or umbrella policies. Insurance limits will vary depending on Contractor's access to Air Operations Area "AOA". All excess or umbrella policies shall contain a drop-down clause in the event of exhaustion of primary limits and provide coverage for primary auto liability. Coverage shall include an MCS 90 endorsement for Contractor's hauling or transporting hazardous materials.

10.2. **Ancillary Insurance Requirements.** Contractor shall maintain at its sole expense and keep in effect during the term of this Contract, ancillary insurance coverages, if required by LAWA and identified in the Special Insurance Provisions, with terms and conditions outlined below:

10.2.1. **Professional Liability Insurance.** Contractor shall maintain Professional Liability Insurance providing coverage for the professional services provided under this Contract.

The policy must have a retroactive date prior to the effective date of the Contract. Contractor agrees to maintain coverage continuously for a period of no less than three (3) years following project acceptance by LAWA.

- 10.2.2. Contractor's Pollution Liability Insurance.** Contractor shall maintain Contractor's Pollution Liability Insurance providing coverage for bodily injury, property damage, personal injury and environmental site restoration including fines and penalties in accordance with applicable EPA or state regulations. Coverage shall extend to losses from the release or escape of pollutants including discharge of pollutants brought to the site, release of pre-existing pollutants at the site whether sudden or gradual over time and mold resulting from Contractor's work. Coverage must also extend to first-party clean-up costs, business interruption, loss of rents, and extra expense and include coverage for completed operations up to ten (10) years following project acceptance by LAWA.
- 10.2.3. Property Insurance.** Contractor shall maintain Property Insurance providing coverage for the building, including contents, tenant improvements, and/or builders' risk on an All Risk/Special Form for all risks of physical loss or damage for all real property or improvements Contractor may be required to insure, including flood and earthquake coverage, for not less than the full replacement cost. Property insurance deductibles are the sole responsibility of the Contractor and must be approved by LAWA.
- 10.2.4. Installation Floater.** Contractor shall maintain an Installation Floater providing coverage for the value of equipment to be installed and shall include LAWA as an insured and loss payee. Coverage for testing, water damage, mechanical breakdown, and electrical injury shall be included.
- 10.2.5. Pollution Legal Liability Insurance.** Contractor shall maintain Pollution Legal Liability Insurance providing coverage for bodily injury, property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed, cleanup costs, and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims. Coverage shall apply to sudden and non-sudden pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, waste materials, or other irritants, contaminants, or pollutants. The insurance shall cover cleanup, including cleanup of pollutants on and migrating away from the insured location, restoration, business interruption, and extra expense as a result of release of pollutants. Coverage shall apply to non-owned disposal sites and shall meet any requirements of proof of financial responsibility laws for underground storage tanks, if appropriate. Contractor agrees to maintain coverage continuously for a period of no less than three (3) years following project acceptance by LAWA.
- 10.2.6. Network Security and Privacy Liability Insurance (Cyber liability).** Contractor shall maintain Network Security and Privacy Liability Insurance (Cyber liability) providing coverage sufficiently broad to respond to the duties and obligations undertaken by Contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of

electronic information, extortion, introduction, implantation or spread of malicious software code and network security including unauthorized access to or use of computer systems or business data. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties, and credit monitoring expenses with limits sufficient to respond to these obligations.

10.2.7. Aircraft and Passenger Liability Insurance. Contractor shall maintain Aircraft and Passenger Liability Insurance providing coverage for third party bodily injury and property damage. All excess or umbrella policies shall be follow-form and afford no less coverage than the primary policy. Limits will vary based on federal requirements, passenger and/or cargo capacity.

10.2.8. Garage Keeper's Liability Insurance. Contractor shall maintain Garage Keeper's Liability Insurance providing coverage that includes liability for loss or damage to vehicles which are the property of others and in the care, custody, or control of Contractor for storage, repair, or safekeeping.

10.2.9. Hangar Keeper's Liability Insurance. Contractor shall maintain Hangar Keeper's Liability Insurance providing coverage that includes liability for loss or damage to aircraft which are the property of others and in the care custody and control of Contractor for storage, repair, or safekeeping.

10.2.10. Liquor Liability Insurance. Contractor shall maintain Liquor Liability Insurance providing coverage that includes liability for claims arising from the sale or serving of alcohol on LAWA's premises. Coverage may be endorsed on the commercial general liability policy or through a stand-alone policy.

10.2.11. Crime Insurance or Fidelity Bond Insurance. Contractor shall maintain Crime Insurance or Fidelity Bond Insurance providing coverage for commercial crime insurance or a fidelity bond naming LAWA as a loss payee. The policy or bond shall cover theft, dishonesty, disappearance, forgery, alteration, and destruction caused by employee of Contractor.

10.3. General Provisions:

10.3.1. Additional Insureds. Contractor's insurance, with exception of workers compensation and professional liability, if required, shall name City of Los Angeles, Department of Airports, also known as Los Angeles World Airports (referred to as "LAWA"), and its Board of Airport Commissioners, directors, officers, employees, their successors, and assigns as additional insureds.

10.3.2. Primary Insurance. Contractor's insurance shall be primary and non-contributory with any insurance maintained by LAWA and shall include cross liability or severability of interest, if applicable.

10.3.3. Notice of Cancellation. Contractor's insurance shall be endorsed to provide LAWA with notice thirty (30) days prior to cancellation of any required coverage except for non-payment which may be with ten (10) days notice of cancellation.

10.3.4. **Acceptability of Insurers.** All required insurance shall be written by companies having an AM Best's rating of A- VII or equivalent, as determined by LAWA.

10.3.5. **Deductibles and Self-Insured Retentions.** Any deductible or self-insured retention maintained by Contractor for any required coverage must be declared and approved by LAWA. LAWA reserves the right to request financial statements and Contractor agrees to be fully responsible for payment of any such deductibles or self-insured retentions.

10.3.6. **Insurance Compliance.** Contractor shall deliver to LAWA certificates of insurance on an Acord or equivalent form signed by an authorized representative of the insurers prior to the execution of this Contract, prior to commencing any work or service, and at least ten (10) days prior to the renewal or replacement of any of the required insurance, or upon reasonable request by LAWA. Certificates of insurance must include all required endorsements, including but not limited to additional insured, primary and non-contributory, notice of cancellation, and waiver of subrogation, as applicable. Contractor will not receive a notice to proceed until LAWA has approved insurance. LAWA reserves the right to request copies of required insurance policies, as needed.

Certificate holder shall read:

City of Los Angeles, Department of Airports,
also known as Los Angeles World Airports
P. O. Box 92216
Los Angeles, CA 90009
ATTN: Risk Management Department

Should Contractor fail to obtain and maintain the required insurance, LAWA reserves the right, upon ten (10) days prior written notice to Contractor of its intention to do so, to obtain and maintain such insurance on behalf of Contractor. Contractor shall be responsible for all costs incurred with respect to such insurance obtained by LAWA, plus administrative overhead.

10.3.7. **Maintenance of Insurance.** Contractor shall maintain all required insurance throughout the entire duration of this Contract without any lapse in coverage or reduction in required limits. LAWA reserves the right to reevaluate and adjust the insurance types and coverage limits required herein annually.

10.3.8. **Waiver.** Contractor agrees to waive all rights of recovery against LAWA, and cause its Workers' Compensation, Commercial General Liability, Automobile Liability, and Umbrella/Excess insurance policies to be endorsed to waive subrogation against LAWA. Contractor is solely responsible for insuring, repairing, or replacing any of its personal property and tools and equipment, whether owned, non-owned, or hired. Contractor waives all right of recovery or subrogation against LAWA regardless of cause of damage.

10.3.9. **Self-Insurance.** LAWA recognizes that some insurance requirements contained in this Contract may be fulfilled by self-insurance on the part of the Contractor. Self-insurance shall not in any way limit liabilities assumed by Contractor under this Contract including

but not limited to naming LAWA as an additional insured and waiving rights of recovery. Any self-insurance shall be approved in writing by LAWA upon satisfactory evidence of financial capacity. Contractor obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insured retentions.

10.3.10. Subcontractors Insurance. Contractor shall require insurance of its subcontractors for the types and coverage limits appropriate for the exposure in consultation with LAWA. In no event shall the insurance required of the Contractor be reduced or altered by the coverage maintained by subcontractors.

EXHIBIT “E”

CIVIL RIGHTS – TITLE VI ASSURANCES

Civil Rights – Title VI Assurances. In accordance with, and as amended or interpreted from time to time, 49 USC § 47123, FAA Order 1400.11, and U.S. Department of Transportation Order DOT 1050.2, Standard Title VI Assurances and Nondiscrimination Provisions, effective April 24, 2013.

- I. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:
- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
 - 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
 - The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
 - The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
 - Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
 - The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
 - Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
 - The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

II. Compliance with Nondiscrimination Requirements. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by LAWA or the Federal Aviation

Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to LAWA or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, LAWA will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as LAWA or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request LAWA to enter into any litigation to protect the interests of LAWA. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.