

# TIPS VENDOR AGREEMENT

Between Johnson Controls, Inc. and \_\_\_\_\_  
(Insert Company Name)

## THE INTERLOCAL PURCHASING SYSTEM (TIPS), a Department of Texas Education Service Center Region 8 for **TIPS RFQ 220104 Energy Savings Performance Contract**

### General Information

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

A Purchase Order (“PO”), Agreement or Contract is the TIPS Member’s approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed between the Vendor and TIPS Member should be added as addendums to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some, but not all, of the possible addendums.

## Terms and Conditions

### Freight

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

### Warranty Conditions

All new supplies equipment and services shall include **manufacturer's minimum standard warranty** unless otherwise agreed to in writing. Vendor shall be legally permitted to sell all products offered for sale to TIPS Members if the offering is included in the Request for Proposal (“RFP”) category. All goods proposed and sold shall be new unless clearly stated in writing.

### Customer Support

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

## Agreements

Agreements for purchase will normally be put into effect by means of a contract, agreement, or purchase order(s) executed by authorized agents of the TIPS Member participating government entities, but other means of placing an order may be used at the Member's discretion. Vendor accepts and understands that when a purchase order or similar purchase document is sent from a customer through TIPS to the Vendor, TIPS is recording the purchase and verifying whether the purchase is within the parameters of the TIPS Contract only. Vendor agrees that TIPS is not a legal party to the purchase order or similar purchase document and TIPS is not responsible for identifying fraud, mistakes, or misrepresentations for the specific order. Vendor agrees that any purchase order or similar purchase document issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. A Vendor that accepts a purchase order or similar purchase document and fulfills an order, even when processed through TIPS, is representing that the vendor has carefully reviewed the purchase order or similar purchase document for legality, authenticity, and accuracy.

## Tax exempt status

Most TIPS Members are tax exempt and the related laws and/or regulations of the controlling jurisdiction(s) of the TIPS Member shall apply.

## Assignments of Agreements

No assignment of this Agreement may be made without the prior notification of TIPS. Written approval of TIPS shall not be unreasonably withheld. Payment for delivered goods and services can only be made to the awarded Vendor, Vendor designated reseller or vendor assigned company.

## Disclosures

- Vendor and TIPS affirm that he/she, or any authorized employees or agents, has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.
- Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with the TIPS program.
- The Vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

## Term of Agreement and Renewals

The Agreement with TIPS is for approximately **five (5)** years with an option for renewal for an additional **one (1)** consecutive **year**. If TIPS offers the renewal extension year, the Vendor will be notified by email to the primary contact of the awarded Vendor and shall be deemed accepted by the Vendor unless the awarded Vendor notifies TIPS of its objection to the additional term. TIPS may or may not exercise the available extension(s) provided in the original solicitation beyond the base **five-year** term. Whether or not to offer the extension is at the sole discretion of TIPS.

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

**Example:** *If the anticipated award date published in the Solicitation is March 24, 2022 but extended negotiations delay award until June 27, 2022 The end date of the resulting initial “five-year” term Agreement, (which is subject to an extension(s)) will still be March 31, 2027.*

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

**Example:** *If the original term is approximately five years, and the solicitation provides an anticipated award date of March 24, 2022, the expiration date of the original five-year term shall be May 31, 2027.*

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

**Example Following the Previous Example:** *If TIPS offers a one-year extension, the expiration of the extended term shall be March 31, 2028.*

TIPS may offer to extend Vendor Agreements to the fullest extent the original Solicitation permits but is not required to do so.

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

No Agreement for goods or services with a TIPS Member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS Member shall only be valid and enforceable when the vendor receives written confirmation by purchase order, executed Agreement or other written instruction issued by the TIPS Member for any renewal period. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. This term is not negotiable and any Agreement between a TIPS Member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms is rendered void and unenforceable.

**Shipments**

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

**Invoices**

Each invoice or pay request shall include the TIPS Member’s purchase order number or other identifying designation as provided in the order by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request.

**Payments**

The TIPS Member will make payments directly to the Vendor, the Vendor Assigned Dealer or as agreed by the Vendor and the TIPS Member after receiving invoice and in compliance with applicable payment

statute(s), whichever is the greater time or as otherwise provided by an agreement of the parties.

### **Pricing**

All pricing submitted to TIPS' Members shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to TIPS Member customer.

### **Participation Fees and Reporting of Sales to TIPS by Vendor**

The Participation Fee that was published as part of the Solicitation and the fee published is the legally effective fee, along with any fee conditions stated in the Solicitation. Collection of the fees by TIPS is required under Texas Government Code §791.011 Et seq. Fees are due on all TIPS purchases reported by either Vendor or Member. Fees are due to TIPS upon payment by the Member to the Vendor, Reseller or Vendor Assigned Dealer. Vendor, Reseller or Vendor Assigned Dealer agrees that the participation fee is due to TIPS for all Agreement sales immediately upon receipt of payment including partial payment, from the Member Entity and must be paid to TIPS at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently, or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS. Thus, when an awarded Vendor, Reseller or Vendor Assigned Dealer receives any amount of payment, even partial payment, for a TIPS sale, the legally effective fee for that amount is immediately due to TIPS from the Vendor and fees due to TIPS should be paid at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently. **Fees for this RFQ is 1% of the sale price paid by the TIPS Member entity.**

### **Reporting of Sales to TIPS by Vendor**

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

### **Indemnity**

The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's performance under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case. **NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED BY TIPS/ESC REGION 8.** Per Texas Education Code §44.032(f), and pursuant to its requirements only, reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.

#### **State of Texas Franchise Tax**

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

#### **Miscellaneous**

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

#### **Purchase Order Pricing/Product Deviation**

If a deviation of pricing/product on a Purchase Order or contract modification occurs between the Vendor and the TIPS Member, TIPS must be notified within five (5) business days of receipt of change order.

#### **Termination for Convenience of TIPS Agreement Only**

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty (30) days prior written notice. Termination for convenience is conditionally required under Federal Regulations 2 CFR part 200 if the customer is using federal funds for the procurement. All purchase orders presented to the Vendor, but not fulfilled by the Vendor, by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded Vendor may terminate the agreement with ninety (90) days prior written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686. The vendor will be paid for goods and services delivered prior to the termination provided that the goods and services were delivered in accordance with the terms and conditions of the terminated agreement. This termination clause does not affect the sales agreements executed by the Vendor and the TIPS Member customer pursuant to this agreement. TIPS Members may negotiate a termination for convenience clause that meets the needs of the transaction based on applicable factors, such as funding sources or other needs.

#### **TIPS Member Purchasing Procedures**

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

- Awarded Vendor delivers goods/services directly to the participating member.
- Awarded Vendor invoices the participating TIPS Member directly.
- Awarded Vendor receives payment directly from the participating member.

- Fees are due to TIPS upon payment by the Member to the Vendor. Vendor agrees to pay the participation fee to TIPS for all Agreement sales upon receipt of payment including partial payment, from the Member Entity or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS.

### **Licenses**

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

### **Novation**

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

### **Site Requirements (*only when applicable to service or job*)**

**Cleanup:** When performing work on site at a TIPS Member's property, awarded Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

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

**Registered sex offender restrictions:** For work to be performed at schools, awarded Vendor agrees that no employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Awarded Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion. Awarded Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. **Safety measures:** Awarded Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

### **Safety Measures**

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

**Smoking**

Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes or policies.

**Marketing**

Awarded Vendor agrees to allow TIPS to use their name and logo within TIPS website, marketing materials and advertisement subject to any reasonable restrictions provided to TIPS in the Proposal to the Solicitation. The Vendor may submit an acceptable use directive for Vendor's names and logos with which TIPS agrees to comply. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to TIPS@TIPS-USA.COM.

**Supplemental Agreements**

The TIPS Member entity participating in the TIPS Agreement and awarded Vendor may enter into a separate Supplemental Agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement such as but not limited to, invoice requirements, ordering requirements, specialized delivery, etc. Any Supplemental Agreement or contract developed as a result of this Agreement is exclusively between the TIPS Member entity customer and the Vendor. TIPS, its agents, TIPS Members and employees not a party to the Supplemental Agreement with the TIPS Member customer, shall not be made party to any claim for breach of such agreement unless named and agreed by the Party in question in writing in the agreement. If a Vendor submitting a Proposal requires TIPS and/or TIPS Member to sign an additional agreement, those agreements shall comply with the award made by TIPS to the Vendor. Supplemental Vendor's Agreement documents may not become part of TIPS' Agreement with Vendor unless and until an authorized representative of TIPS reviews and approves it. TIPS review and approval may be at any time during the life of this Vendor Agreement. TIPS permits TIPS Members to negotiate additional terms and conditions with the Vendor for the provision of goods or services under the Vendor's TIPS Agreement so long as they do not materially conflict with this Agreement.

**Survival Clause**

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

**Legal obligations**

It is the responding Vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in the applicable Solicitation that resulted in this Vendor Agreement and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

**Audit rights**

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the

accounting of TIPS related purchases for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Awarded Vendor's pricing or TIPS transaction documentation with TIPS Members with 30 days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third- party auditing firm to investigate any possible non- compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format and at the location acceptable to Region 8 ESC or TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member.

### **Force Majeure**

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

### **Choice of Law**

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

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

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

### **Project Delivery Order Procedures**

The TIPS Member having approved and signed an interlocal agreement, or other TIPS Membership document, may make a request of the awarded Vendor under this Agreement when the TIPS Member desires goods or services awarded to the Vendor. Notification may occur via phone, the web, courier, email, fax, or in person. Upon notification of a pending request, the awarded Vendor shall acknowledge the TIPS

Member's request as soon as possible, but must make contact with the TIPS Member within two working days.

**Status of TIPS Members as Related to This Agreement**

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

**Vendor's Resellers as Related to This Agreement**

Vendor's Named Resellers ("Resellers") under this Agreement shall comply with all terms and conditions of this agreement and all addenda or incorporated documents. All actions related to sales by Authorized Vendor's Resellers under this Agreement are the responsibility of the awarded Vendor. If Resellers fail to report sales to TIPS under your Agreement, the awarded Vendor is responsible for their contractual failures and shall be billed for the fees. The awarded Vendor may then recover the fees from their named reseller.

**Support Requirements**

If there is a dispute between the awarded Vendor and TIPS Member, TIPS or its representatives may, at TIPS sole discretion, assist in conflict resolution if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded Vendor's TIPS project files, documentation and correspondence related to the requesting TIPS Member's order. If there are confidentiality requirements by either party, TIPS shall comply to the extent permitted by law.

**Incorporation of Solicitation**

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

**SECTION HEADERS OR TITLES**

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

**STATUTORY REQUIREMENTS**

Texas governmental entities are prohibited from doing business with companies that fail to certify to this condition as required by Texas Government Code Sec. 2270.

By executing this agreement, you certify that you are authorized to bind the undersigned Vendor and that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.

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

You certify that if the certified statements above become untrue at any time during the life of this Agreement that the Vendor will notify TIPS within three (3) business day of the change by a letter on Vendor's letterhead from and signed by an authorized representative of the Vendor stating the non-compliance decision and the TIPS Agreement number and description at:

Attention: General Counsel  
ESC Region 8/The Interlocal Purchasing System (TIPS)  
4845 Highway 271 North  
Pittsburg, TX, 75686  
And by an email sent to [bids@tips-usa.com](mailto:bids@tips-usa.com)

### Insurance Requirements

The undersigned Vendor agrees to maintain the below minimum insurance requirements for TIPS Contract Holders:

<b>General Liability</b>	\$1,000,000 each Occurrence/ Aggregate
<b>Automobile Liability</b>	\$300,000 Includes owned, hired & non-owned
<b>Workers' Compensation</b>	Statutory limits for the jurisdiction in which the Vendor performs under this Agreement.
<b>Umbrella Liability</b>	\$1,000,000

When the Vendor or its subcontractors are liable for any damages or claims, the Vendor's policy, when the Vendor is responsible for the claim, must be primary over any other valid and collectible insurance carried by the Member. Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Insurance shall be written by a carrier with an A-; VII or better rating in accordance with current A.M. Best Key Rating Guide. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member.

## Special Terms and Conditions

- **Orders:** All Vendor orders received from TIPS Members must be emailed to TIPS at [tips@tips-usa.com](mailto:tips@tips-usa.com). Should a TIPS Member send an order directly to the Vendor, it is the Vendor's responsibility to forward a copy of the order to TIPS at the email above within 3 business days and confirm its receipt with TIPS.
- **Vendor Encouraging Members to bypass TIPS agreement:** Encouraging TIPS Members to purchase directly from the Vendor or through another agreement, when the Member has requested using the TIPS cooperative Agreement or price, and thereby bypassing the TIPS Agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.
- **Order Confirmation:** All TIPS Member Agreement orders are approved daily by TIPS and sent to the Vendor. The Vendor should confirm receipt of orders to the TIPS Member (customer) within 3 business days.
- **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, updated pricing when effective. TIPS shall be notified when prices change in accordance with the award.

- **Back Ordered Products:** If product is not expected to ship within the time provided to the TIPS Member by the Vendor, the Member is to be notified within 3 business days and appropriate action taken based on customer request.

NOTE: It is always the Vendor's responsibility under the TIPS agreement to report all sales under the TIPS Agreement. When a public entity initiates a purchase with a TIPS Awarded Vendor, if the Member inquires verbally or in writing whether the Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether or not the Member is seeking a TIPS purchase. Once verified, the Vendor must include the TIPS Contract Number on all related quotes, invoices, and similar sales documents. It is the duty of the Vendor to submit documentation of all final purchases to TIPS for processing. This may only be done through the TIPS Vendor Portal or by emailing the sales documentation to [TIPSP0@TIPS-USA.com](mailto:TIPSP0@TIPS-USA.com), unless TIPS agrees to an alternative reporting method in writing. Failure to report a TIPS sale may result in termination of Vendor's TIPS Contract(s) and preclusion to responding to future solicitations.

The TIPS Vendor Agreement Signature Page is inserted here.

# TIPS Vendor Agreement Signature Form

RFQ 220104 Energy Savings Performance Contracts

Company Name Johnskon Controls, Inc.

Address 5454 N. Green Bay Ave.

City Milwaukee State WI Zip 53209

Phone (844) 628-2529 Fax N/A

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

Name of Authorized Representative Greg W. Cominos

Title VP Commercial Sales

Signature of Authorized Representative *GW Cominos*

Date 02/10/2022

TIPS Authorized Representative Name David Fitts

Title Executive Director

TIPS Authorized Representative Signature *David Wayne Fitts*

Approved by ESC Region 8 *David Wayne Fitts*

Date 3/24/2022

## **NOTICE TO MEMBERS REGARDING ATTRIBUTE RESPONSES**

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



## 220104 Addendum 1 Johnson Controls, Inc. Supplier Response

### Event Information

Number: 220104 Addendum 1  
Title: Energy Savings Performance Contracts (ESPC)  
Type: Request for Qualification  
Issue Date: 1/6/2022  
Deadline: 2/18/2022 03:00 PM (CT)  
Notes:

**IF YOU CURRENTLY HOLD TIPS CONTRACTS (170103) Energy Savings Performance Contracts (“170103”) OR (200209) Energy Savings Performance Contracts (“200209”), YOU MUST RESPOND TO THIS SOLICITATION TO PREVENT LAPSE OF CONTRACT. THIS AWARDED CONTRACT WILL REPLACE YOUR EXPIRING TIPS CONTRACT.**

### Contact Information

Address: Region 8 Education Service Center  
4845 US Highway 271 North  
Pittsburg, TX 75686  
Phone: +1 (866) 839-8477  
Email: [bids@tips-usa.com](mailto:bids@tips-usa.com)

## Johnson Controls, Inc. Information

Address: 10600 Colonel Glenn Road  
Suite 200  
Little Rock, AR 72204  
Phone: (866) 630-6791  
Toll Free: (866) 630-6791  
Web Address: [www.JohnsonControls.com](http://www.JohnsonControls.com)

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

Thomas L. Staves

*Signature*

*Submitted at 2/18/2022 2:31:56 PM*

Thomas.Staves@jci.com

*Email*

## Requested Attachments

### Agreement Signature Form

220104 ESPC Agreement Signature Form.pdf

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

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

### Confidentiality Claim Form

220104 ESPC CONFIDENTIALITY CLAIM FORM.pdf

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

### Proposed Goods and Services

220104\_TIPs\_ESPC\_Proposed Goods and Services FINAL.pdf

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

### Reference Form

220104 ESPC Reference\_Form - leave as Excel.xls

The vendor must download the References spreadsheet from the attachment tab, fill in the requested information and upload the completed spreadsheet. DO NOT UPLOAD encrypted or password protected files.

### Current W-9 Tax Form

JCI W9.pdf

You are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

### Vendor Agreement

220104 ESPC Vendor Agreement.pdf

The vendor must download the Vendor Agreement from the attachment tab, fill in the requested information and upload the completed agreement.  
DO NOT UPLOAD encrypted or password protected files.

### OPTIONAL Information Requested

*No response*

IF you agree to do so, Please upload the Optional Information Requested regarding ESaaS.  
See attachment.

## All Other Certificates

No response

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

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

No response

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

## D/M/WBE Certification OPTIONAL

No response

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

## Warranty

JCI Warranty 22104.pdf

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

## Supplementary

No response

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

## Logo and Other Company Marks

No response

If you desire, please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the Supplementary section or another non-required section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

## Certification of Corporate Offerer Form- COMPLETE ONLY IF OFFERER IS A CORPORATION

CERTIFICATION OF CORPORATE OFFERER FORM.pdf

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

## Disclosure of Lobbying Activities Standard Form LLL

Disclosure\_of\_Lobbying\_Activities\_Standard\_Form\_LLL.pdf

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

## Bid Attributes

1	<p><b>Yes - No</b></p> <p>Disadvantaged/Minority/Women Business Enterprise - D/M/WBE/Federal HUBZone (Required by some participating governmental entities). Vendor certifies that their firm is a D/M/WBE or HUBZone? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.</p> <input data-bbox="105 1606 300 1648" type="text" value="NO"/>
2	<p><b>Yes - No</b></p> <p>Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at <a href="https://comptroller.texas.gov/purchasing/vendor/hub/">https://comptroller.texas.gov/purchasing/vendor/hub/</a>.</p> <p>Proof may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.</p> <input data-bbox="105 1890 300 1932" type="text" value="No"/>

3	<p><b>Yes - No</b></p> <p>The Vendor can provide services and/or products to all 50 US States?</p> <p>Yes</p>
4	<p><b>States Served:</b></p> <p>If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)</p> <p>N/A</p>
5	<p><b>Company and/or Product Description:</b></p> <p>This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)</p> <p>Johnson Controls delivers products, services, and solutions that increase energy efficiency and lower 'operating costs in buildings for more than one million customers. Operating from 500 branch offices in more than 150 countries, we are a leading provider of equipment, controls, and services for heating, ventilating, air-conditioning, refrigeration, and energy management services. For additional information, please visit <a href="http://www.johnsoncontrols.com">www.johnsoncontrols.com</a>. We enable our customers to meet their net-zero carbon and renewable energy goals, increase building performance and reduce cost.</p>
6	<p><b>Primary Contact Name</b></p> <p>Primary Contact Name</p> <p>Thomas Staves</p>
7	<p><b>Primary Contact Title</b></p> <p>Primary Contact Title</p> <p>Program Manager</p>
8	<p><b>Primary Contact Email</b></p> <p>Primary Contact Email</p> <p>Thomas.Staves@jci.com</p>
9	<p><b>Primary Contact Phone</b></p> <p>Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477</p> <p>4436768813</p>
10	<p><b>Primary Contact Fax</b></p> <p>Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477</p> <p>No response</p>
11	<p><b>Primary Contact Mobile</b></p> <p>Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477</p> <p>4436768813</p>
12	<p><b>Secondary Contact Name</b></p> <p>Secondary Contact Name</p> <p>Mary Beth Alexander</p>

1 3	<b>Secondary Contact Title</b> Secondary Contact Title <input type="text" value="Cooperative Contracts Business Development Manager"/>
1 4	<b>Secondary Contact Email</b> Secondary Contact Email <input type="text" value="Mary.Alexander@jci.com"/>
1 5	<b>Secondary Contact Phone</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="2622269808"/>
1 6	<b>Secondary Contact Fax</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>
1 7	<b>Secondary Contact Mobile</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="2622269808"/>
1 8	<b>Admin Fee Contact Name</b> Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS. <input type="text" value="Gabriel Osagie Agoro"/>
1 9	<b>Admin Fee Contact Email</b> Admin Fee Contact Email <input type="text" value="gabriel.osagie.agoro@jci.com"/>
2 0	<b>Admin Fee Contact Phone</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="4146296120"/>
2 1	<b>Purchase Order Contact Name</b> Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS. <input type="text" value="Thomas Staves"/>
2 2	<b>Purchase Order Contact Email</b> Purchase Order Contact Email <input type="text" value="Thomas.Staves@jci.com"/>
2 3	<b>Purchase Order Contact Phone</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="4436768813"/>

<b>2</b> <b>4</b>	<b>Company Website</b> Company Website (Format - www.company.com) <input type="text" value="https://www.johnsoncontrols.com"/>
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<b>2</b> <b>5</b>	<b>Entity D/B/A's and Assumed Names</b> Please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the legal name under which you responded to this solicitation unless you organize otherwise with TIPS after award. <input type="text" value="No response"/>
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<b>2</b> <b>6</b>	<b>Primary Address</b> Primary Address <input type="text" value="5757 N. Green Bay Ave."/>
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<b>2</b> <b>7</b>	<b>Primary Address City</b> Primary Address City <input type="text" value="Milwaukee"/>
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<b>2</b> <b>8</b>	<b>Primary Address State</b> Primary Address State (2 Digit Abbreviation) <input type="text" value="WI"/>
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<b>2</b> <b>9</b>	<b>Primary Address Zip</b> Primary Address Zip <input type="text" value="53201"/>
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<b>3</b> <b>0</b>	<b>Search Words:</b> Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. <b>YOU MAY NOT LIST NON-CATEGORY ITEMS.</b> (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.) <input type="text" value="HVAC, Performance Contract, solar, water conservation, heating, renewable technologies, central utility plant, service, maintenance, lighting, energy storage, controls, building automation, sustainability, energy conservation, geothermal, chiller, air handler, rooftop, York, Metasys, building envelope, building management, energy management, ESPC, water meters, water treatment, wastewater, energy"/>
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<b>3</b> <b>1</b>	<b>Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?</b> Most of our members receive Federal Government grants or other funding and they make up a significant portion of their budgets. The Members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that include provisions from the federal regulations in 2 CFR part 200, etc. Your answers will determine if your award will be designated as eligible for TIPS Members to utilize federal funds with your company. Do you want TIPS Members to be able to spend Federal funds, at the Member's discretion, with you? <input type="text" value="Yes"/>
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3  
2 **Yes - No**

Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner:

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

OR

(B) employs at least 500 persons in Texas?

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

3  
3 **Company Residence (City)**

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

3  
4 **Company Residence (State)**

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

3  
5 **TIPS Administration Fee**

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

3  
6 **Yes - No**

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

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

3  
7 **TIPS Administration Fee Paid by Vendor - Not Charged Separately to Customer**

Vendor understands and agrees that it owes TIPS a TIPS Administration Fee (published in the RFP/RCSP document) on every TIPS sale made under an awarded TIPS Contract. Vendor further understands and agrees that Vendor shall submit pricing to Member entity which includes and accounts for the TIPS Administration Fee and **shall never** separately charge the TIPS Member Customer the TIPS fee or add the TIPS Administration Fee line item to an invoice or similar purchase document. Submission of this proposal is Vendor's certification that Vendor agrees to this mandatory term.

**3  
8** **Years in Business as Proposing Company**

Years in business as proposing company?

**3  
9** **Resellers:**

Does the vendor have resellers that it will name under this contract? Resellers are defined as other companies that sell your products under an agreement with you, the awarded vendor of TIPS.

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

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

**4  
0** **Right of Refusal**

The proposing vendor has the right not to sell under the awarded agreement with a TIPS member at vendor's discretion unless required by law.

**4  
1** **NON-COLLUSIVE BIDDING CERTIFICATE**

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

- 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;
- 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor;
- 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
- 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.

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

**4  
2** **CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ - Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement?**

Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? YES or NO

If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS.

The Form CIQ is one of the attachments to this solicitation.

There is an optional upload for this form provided if you have a conflict and must file the form

4 3	<b>Filing of Form CIQ</b> If yes (above), have you filed a form CIQ by uploading the form to this RFP as directed above? <input type="text" value="No response"/>
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4 4	<b>Regulatory Standing</b> I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question. <input type="text" value="Yes"/>
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4 5	<b>Regulatory Standing</b> Regulatory Standing explanation of no answer on previous question. <input type="text" value="No response"/>
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4 6	<b>Antitrust Certification Statements (Tex. Government Code § 2155.005)</b> By submission of this bid or proposal, the Bidder certifies that:  I affirm under penalty of perjury of the laws of the State of Texas that:  (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;  (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;  (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;  (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.
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#### **Suspension or Debarment Instructions**

Instructions for Certification:

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

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#### **Suspension or Debarment Certification**

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

Yes

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## Non-Discrimination Statement and Certification

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

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

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

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

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

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

Yes, I certify (Yes)

5  
0

## 2 CFR PART 200 Contract Provisions Explanation

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

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

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

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

**5**  
**1** **2 CFR PART 200 Contracts**

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

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

Does vendor agree?

**5**  
**2** **2 CFR PART 200 Termination**

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

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

Does vendor agree?

**5**  
**3** **2 CFR PART 200 Clean Air Act**

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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

Does vendor agree?

**5 4 2 CFR PART 200 Byrd Anti-Lobbying Amendment**

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

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

Does vendor agree?

**5 5 2 CFR PART 200 Federal Rule**

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

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

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

**5 6 2 CFR PART 200 Procurement of Recovered Materials**

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

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

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## 2 CFR PART 200 Rights to Inventions

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

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

Does vendor agree?

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## 2 CFR PART 200 Domestic Preferences for Procurements

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

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

Does vendor agree?

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## 2 CFR PART 200 Ban on Foreign Telecommunications

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

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

Does vendor agree?

**6 2 CFR PART 200 Contract Cost & Price**

For contracts more than the simplified acquisition threshold currently set at \$250,000, a TIPS Member may, in very rare circumstances, be required to negotiate profit as a separate element of the price pursuant to 2 C.F.R. 200.324(b). Under those circumstances, Vendor agrees to provide information and negotiate with the TIPS Member regarding profit as a separate element of the price. However, Vendor certifies that the total price charged by the Vendor shall not exceed the Vendor's TIPS pricing and pricing terms proposed.

Does Vendor Agree?

**6 1 FEMA Fund Certifications**

Submission of this proposal is Vendor's certification that Vendor agrees to this term. Vendor certifies that **IF and when** Vendor accepts a TIPS purchase paid for in full or part with FEMA funds, Vendor certifies that:

(1) Vendor agrees to provide the TIPS Member, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to and rights to reproduce any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Vendor agrees to provide the FEMA Administrator or an authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. Vendor acknowledges and agrees that no language in this contract or the contract with the TIPS Member is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) The Vendor shall not use the Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(3) The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(4) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

(5) The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this contract.

**6 2 Certification of Compliance with the Energy Policy and Conservation Act**

When appropriate and to the extent consistent with the law, Vendor certifies that it will comply with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq; 49 C.F.R. Part 18) and any mandatory standards and policies relating to energy efficiency which are contained in applicable state energy conservation plans issued in compliance with the Act.

Does Vendor agree?

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**Certification Regarding Lobbying**

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

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

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

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

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

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

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**If you answered "I HAVE lobbied" to the above Attribute Question**

If you answered "I HAVE lobbied" to the above Attribute question, you must download the Lobbying Report "Standard From LLL, disclosure Form to Report Lobbying" which includes instruction on completing the form, complete and submit it in the Response Attachments section as a report of the lobbying activities you performed or paid others to perform.

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**Subcontracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.**

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

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

**6 6 ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?**

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

do you agree to comply with the following federal requirements?

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

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

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

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

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

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

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

**6 7 Indemnification**

The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from

indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as

ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for

any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently

performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on

behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in

the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to

indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated

damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified

with "to the extent permitted by the Constitution and laws of State of Texas."

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

to these terms?

Yes, I Agree (Yes)

**6**  
**8** Remedies

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

Do you agree to these terms?

**6**  
**9** Remedies Explanation of No Answer

**7**  
**0** Choice of Law

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

Do you agree to these terms?

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

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

Do you agree to these terms?

**7  
2** **Infringement(s)**

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

Do you agree to these terms?

Yes, I Agree

**7  
3** **Infringement(s) Explanation of No Answer**

*No response*

**7  
4** **Contract Governance**

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

Yes, I Agree (Yes)

**7  
5** **Payment Terms and Funding Out Clause**

Payment Terms:

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

Funding Out Clause:

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

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

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

Do you agree to these terms?

Yes, I Agree (Yes)

**7 Insurance and Fingerprint Requirements Information**

**6 Insurance**

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

**Fingerprint**

It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834 & 22.08341. Statutory language may be found at: <http://www.statutes.legis.state.tx.us/>

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

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

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

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

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

## Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

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

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

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

I certify that:

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

**OR**

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

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

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

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

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

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

None

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

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

**7** **Texas Government Code 2270 & 2271 Verification Form**

**9** Texas Government Code 2270 & 2271 Verification Form

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2271 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Our entity further certifies that it is is not listed on and we do not do business with companies prohibited by Texas Government Code 2270 or that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

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

YES

**8** **Logos and other company marks**

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

Potential uses of company logo:

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

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**Solicitation Deviation/Compliance**

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

Yes

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**Solicitation Exceptions/Deviations Explanation**

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

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

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

No response

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**Agreement Deviation/Compliance**

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

No

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**Agreement Exceptions/Deviations Explanation**

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

JCI Did not find this included in this Solicitation: Acts or Omissions: JCI will agree to indemnify such indemnities for the claims and costs described herein, but only to the extent that they result from the acts or omissions of JCI (or a party for which is JCI is legally responsible), and such acts or omissions are negligent or represent willful misconduct.

Indemnity - Johnson Controls Proposes the following change:

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

Limitation of liability - Johnson Controls Proposes the following change:

IN NO EVENT SHALL THE VENDOR AND ITS AFFILIATES AND THEIR RESPECTIVE PERSONNEL, SUPPLIERS AND VENDORS BE LIABLE FOR ANY DAMAGES RELATING TO THE AGREEMENT OR THE SERVICES CONTEMPLATED THEREBY IN ANY AMOUNT EXCEEDING THE TOTAL AMOUNTS PAID TO THE VENDOR DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE THE CLAIM AROSE, REGARDLESS OF THE CAUSE AND WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE. IN NO EVENT, WHETHER IN CONTRACT, TORT OR OTHERWISE (INCLUDING BREACH OF WARRANTY, NEGLIGENCE, PRODUCT LIABILITY AND STRICT LIABILITY IN TORT), WILL THE VENDOR AND ITS AFFILIATES AND THEIR RESPECTIVE PERSONNEL, SUPPLIERS AND VENDORS BE LIABLE TO TIPS (DIRECTLY OR INDIRECTLY) UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY ARISING FROM, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR ANY: (A) SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES; (B) LOST PROFITS, REVENUES, DATA, CUSTOMER OPPORTUNITIES, BUSINESS, ANTICIPATED SAVINGS, OR GOODWILL; (C) BUSINESS INTERRUPTION; OR (D) DATA LOSS OR OTHER LOSSES ARISING FROM VIRUSES, RANSOMWARE, CYBERATTACKS OR FAILURES OR INTERRUPTIONS TO NETWORK SYSTEMS.

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5** **Felony Conviction Notice**

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

Select A., B. or C.

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

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

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

A. Firm is a publicly held corporation.

**8  
6** **If you answered C. My Firm is owned or operated by a felon to the previous question, you are REQUIRED TO ANSWER THE FOLLOWING QUESTIONS.**

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

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

No response

**8  
7** **Required Confidentiality Claim Form**

Required Confidentiality Claim Form

This completed form is required by TIPS. By submitting a response to this solicitation you agree to download from the “Attachments” section, complete according to the instructions on the form, then upload the completed form, with any confidential attachments, if applicable, to the “Response Attachments” section titled “Confidentiality Form” in order to provide to TIPS the completed form titled, “CONFIDENTIALITY CLAIM FORM”. **THIS REQUIRED PROCESS IS THE ONLY WAY TO DEEM PROPOSAL DOCUMENTATION CONFIDENTIAL ANY OTHER CONFIDENTIAL DESIGNATION WILL BE DISREGARDED UNLESS THE DOCUMENT IS IDENTIFIED BY AND ATTACHED TO THE REQUIRED FORM.** By completing this process, you provide us with the information we require to comply with the open record laws of the State of Texas as they may apply to your proposal submission. If you do not provide the form with your proposal, an award will not be made if your proposal is qualified for an award, until TIPS has an accurate, completed form from you.

Read the form carefully before completing and if you have any questions, email bids@tips-usa.com.

**8  
8** **Member Access to Vendor Proposal**

Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor’s acceptance of this TIPS Contract constitutes Vendor’s consent to the disclosure of Vendor’s comprehensive proposal, including any information deemed confidential or proprietary, **to TIPS Members**. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or any other party. By submitting this proposal, Vendor certifies the foregoing.

**8**  
**9** **Choice of Law clauses with TIPS Members**

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

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

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

**9**  
**1** **Indemnity Limitation with TIPS Members**

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

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

**9**  
**2** **Arbitration Clauses**

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

**9**  
**3** **Required Vendor Sales Reporting**

By responding to this Solicitation, you agree to report to TIPS all sales made under any awarded Agreement with TIPS. Vendor is required to report all sales under the TIPS contract to TIPS. If the TIPS Member entity requesting a price from the awarded Vendor requests the TIPS contract, Vendor must include the TIPS Contract number on any communications with the TIPS Member entity. If awarded, you will be provided access to the Vendor Portal. To report sales, login to the TIPS Vendor Portal and click on the PO's and Payments tab. Pages 3-7 of the [Vendor Portal User Guide](#) will walk you through the process of reporting sales to TIPS. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at [accounting@tips-usa.com](mailto:accounting@tips-usa.com). The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS.

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**4** **Upload of Current W-9 Required**

Please note that you are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

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**CERTIFICATION REGARDING BOYCOTTING CERTAIN ENERGY COMPANIES (Texas law as of September 1, 2021)**

**By submitting a proposal to this Solicitation, you certify that you agree, when it is applicable, to the following required by Texas law as of September 1, 2021:**

If (a) company is not a sole proprietorship; (b) company has ten (10) or more full-time employees; and (c) this contract has a value of \$100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required. Pursuant to Tex. Gov't Code Ch. 2274 of SB 13 (87<sup>th</sup> session), the company hereby certifies and verifies that the company, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, does not boycott energy companies and will not boycott energy companies during the term of the contract. For purposes of this contract, the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit. The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." See Tex. Gov't Code § 809.001(1).

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**CERTIFICATION PROHIBITING DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES (Texas law as of September 1, 2021)**

**By submitting a proposal to this Solicitation, you certify that you agree, when it is applicable, to the following required by Texas law as of September 1, 2021:**

If (a) company is not a sole proprietorship; (b) company has at least ten (10) full-time employees; (c) this contract has a value of at least \$100,000 that is paid wholly or partly from public funds; (d) the contract is not excepted under Tex. Gov't Code § 2274.003 of SB 19 (87<sup>th</sup> leg.); and (e) governmental entity has determined that company is not a sole-source provider or governmental entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required. Pursuant to Tex. Gov't Code Ch. 2274 of SB 19 (87<sup>th</sup> session), the company hereby certifies and verifies that the company, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association. For purposes of this contract, "discriminate against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. See Tex. Gov't Code § 2274.001(3) of SB 19. "Discrimination against a firearm entity or firearm trade association" does not include: "(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association." See Tex. Gov't Code § 2274.001(3) of SB 19.

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**CERTIFICATION REGARDING CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE (Texas law as of September 1, 2021)**

**By submitting a proposal to this Solicitation, you certify that you agree to the following required by Texas law as of September 1, 2021:**

Proposing Company is prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant to the company direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the Proposing Company for product warranty and support purposes. Company, certifies that neither it nor its parent company nor any affiliate of company or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country. For purposes of this contract, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." See Tex. Gov't Code § 2274.0101(2) of SB 1226 (87<sup>th</sup> leg.). The company verifies and certifies that company will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

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**Acknowledgement**

By submitting this proposal, Vendor certifies that it has read, examined, and understands all portions of this solicitation including but not limited to all attribute questions, attachments, solicitation documents, bid notes, and the Vendor Agreement(s). Vendor certifies that, if found to be necessary by the proposing vendor, vendor has sought the advice of counsel in understanding all portions of the solicitation.

## **AMENDED**

### **OPTIONAL INFORMATION REQUESTED**

**It has come to my attention that the correct name for the below process is Energy Efficiency as a Service (EEaaS)**

**I have modified the below document to use this commonly accepted term.**

**Additional Information Requested Regarding Energy Efficiency ~~Savings~~ as a Service (ESaaS) (EEaaS)**

Vendors ***are not*** required to respond to the additional request for information related to Energy Efficiency ~~Savings~~ as a Service (ESaaS) (EEaaS) and qualifications to provide same.

Failure to respond to this additional information request for Energy Efficiency ~~Savings~~ as a Service (ESaaS) (EEaaS) will have **NO BEARING** on the evaluation of your qualifications to provide offer Energy Savings Performance Contracting (ESPC).

If it is later determined that governmental procurement of Energy Efficiency ~~Savings~~ as a Service (ESaaS) (EEaaS) is permitted, TIPS will timely issue a legally sufficient solicitation to address that need. All information gathered here will be used to aid TIPS in the solicitation process for contracts with companies that provide ESaaS.

Texas statutes do not specifically address **Energy Efficiency ~~Savings~~ as a Service (ESaaS) (EEaaS)** however TIPS recognizes that it is an option offered by many vendors that also offer Energy Savings Performance Contracting (ESPC).

Please provide in a separate sheet(s) or document if your company offers ~~ESaaS~~ EEaaS and how that service is offered to governmental entities. Please provide your detailed information related to your company's qualifications and your process as it relates to ~~ESaaS~~ EEaaS and governmental customers. Please list existing governmental customers currently contracted with you for ~~ESaaS~~ EEaaS. Please provide details on how this model is structured, how it differs from ESPC and how a governmental entity would benefit from ~~ESaaS~~ EEaaS as it compares with ESPC.

You may utilize the Confidentiality Form included in the RFQ to declare this information confidential if you choose to. Final determination of confidentiality of any information provided to TIPS as a department of the Texas governmental entity Texas Education Service Center Region 8 is at the discretion of the Texas Attorney General and subject to Texas Government Code §552. See <https://comptroller.texas.gov/about/policies/open-records/public-information-act.php>

**References**

**TIPS RFQ 220104 Energy Savings Performance Contracts**

**Insert Company Name**

**DO NOT** HANDWRITE REFERENCES AND DO NOT CONVERT EXCEL SHEET TO ANY OTHER FORMAT.

**ALL INFORMATION MUST BE TYPED AND FORM MUST BE UPLOADED IN EXCEL FORMAT.**

Please provide **FIVE (5) VERIFIED AND WILLING** references, preferably from school districts or other governmental entities who have used your services within the last three years. Additional references may be required.

DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.

You may provide more than FIVE (5) references.

Entity Name	Contact Person	<b>VALID TYPED EMAIL IS REQUIRED</b>	Phone
Washington County, AR	Dwight Gonzales	<a href="mailto:dgonzales@co.washington.ar.us">dgonzales@co.washington.ar.us</a>	(479) 444-1699
Jefferson County, AR	Gerald Robins	<a href="mailto:grobinson@jeffersoncountryar.gov">grobinson@jeffersoncountryar.gov</a>	(870) 541-5322
Greenvrier Public Schools	Superintendent Scott Spainhour	<a href="mailto:spainhours@greenbrierschools.org">spainhours@greenbrierschools.org</a>	(501) 679-4808
South Conway County Schools	Superintendent Shawn Halbrook	<a href="mailto:shawn.halbrook@sccsd.k12.ar.us">shawn.halbrook@sccsd.k12.ar.us</a>	(501) 354-9400
CCISD	Irene Melendrez	<a href="mailto:irene.melendrez@crystalcityisd.org">irene.melendrez@crystalcityisd.org</a>	(830) 374-2571 x720



**Required Confidential Information Status Form**

Johnson Controls, Inc.

Name of company

Greg W. Cominos, VP Commercial Sales

Printed Name and Title of Authorized Company Officer declaring below the confidential status of material

5454 N. Green Bay Ave.

Milwaukee

WI

53209

(844) 628-2529

Address

City

State

ZIP

Phone

**ALL VENDORS MUST COMPLETE THE ABOVE SECTION**

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

If you consider any portion of your proposal to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s), you must attach a copy of all claimed confidential materials to this COMPLETED form, name the combined PDF documents "CONFIDENTIAL", and upload the combined, confidential documents with your proposal submission. If a document is not attached, it will not be considered confidential. The copy uploaded will be the sole indicator of which material in your proposal, if any, you deem confidential in the event TIPS/ESC 8 receives a Public Information Request. If ESC 8 receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For documents deemed confidential by you in this manner, ESC8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination. Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, to TIPS Members. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or any other party.

**ALL VENDORS MUST COMPLETE ONE OF THE TWO OPTIONS BELOW**

**OPTION 1:**

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

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

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

Signature \_\_\_\_\_ Date 02/10/2022

**OR**

**OPTION 2:**

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

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

Signature  Date 02/10/2022



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

March 2, 2022

The Interlocal Purchasing System, a.k.a. TIPS

**RE: Johnson Controls, Inc. – RFP 220106 Comprehensive HVAC Parts 1&2**

To Whom It May Concern:

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

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

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

Sincerely,

LIBERTY MUTUAL INSURANCE COMPANY

A handwritten signature in blue ink, appearing to read "Joshua Sanford".

Joshua Sanford, Attorney-in-Fact

Liberty Mutual Insurance Company - Class XV - A

**Member of Liberty Mutual Group**



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

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

Certificate No: 8206533-985949

POWER OF ATTORNEY

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

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12th day of October, 2021.



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

By: David M. Carey, Assistant Secretary

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

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 12th day of October, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 2nd day of March, 2022.



By: Renee C. Llewellyn, Assistant Secretary

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

# Warranty

## Standard Warranty

The following sample text shows our standard warranty for HVAC systems and service. Extended or customized warranty terms are negotiable.

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

**Labor Warranty:** JCI warrants its workmanship or that of its agents in relation to installation of materials for a period of ninety (90) days from date of installation or with respect to service work for a period of ninety (90) days from the date of service. Customer acknowledges that re-performance shall be its exclusive and only remedy with regards to any services provided by JCI. Customer shall bear all labor

costs associated with the repair or replacement of failed material that is outside the scope of this express labor warranty. All warranty labor shall be executed during JCI normal business hours.

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

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

Additional warranty information:

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

### Optional Warranty

Extended warranties are available for most of our products.

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



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

Dear TIPS Selection Committee,

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

The last thing TIPS members need to worry about is the facilities that make their mission possible. That is where Johnson Controls can step in to help. As leaders in building efficiency, we provide many HVAC Solutions and Services that can help TIPS members reduce energy costs and improve the energy efficiency of their facilities.

Johnson Controls can support TIPS members nationwide. We have over 3,500 front-line service providers supporting over 18,000 current maintenance contracts nationwide from over 140 branch locations, including 10 branch offices in Texas.

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

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

Sincerely,

*Thomas Staves*

Thomas Staves  
Sales Manager  
[thomas.staves@jci.com](mailto:thomas.staves@jci.com)  
(443) 676-8813

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# Executive Summary

TIPS member entities can ensure their project produces significant energy savings and the highest return on investment by selecting a company with extensive Performance Contracting (PC) experience and a nationwide branch network that ensures expert local service in every market in North America.

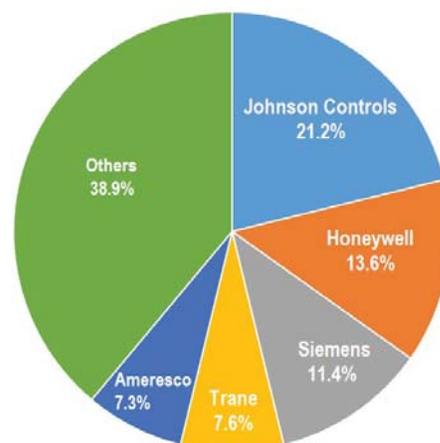
## Unparalleled Experience

By selecting Johnson Controls, Inc. (Johnson Controls), TIPS members will engage an industry leader that has implemented over **3,000** ESPC projects over the past 30+ years. In fact, we helped pioneer the ESPC industry in the 1980s.

Our experience ensures that TIPS members can realize a high-performance project that is designed, implemented, commissioned, and serviced by reliable experts that have successfully performed energy efficiency retrofit projects for other K-12, higher-education, state, and local government bodies.

We offer our customers the reliability and financial stability of a Fortune 100 company. Our sales for fiscal year 2021 totaled \$23.7 billion. Our financial muscle is balanced by a strong code of ethics. For over a dozen years in a row, Johnson Controls has been named one of the “World’s Most Ethical Companies” by the Ethisphere Institute. Corporate Responsibility Magazine has also recognized Johnson Controls as the #14 company in its annual “100 Best Corporate Citizens” list.

Each of our projects has required Investment Grade Audits (IGAs), prioritization efforts, strategic alignment with our customers, assessments, and implementation of cost saving solutions with ongoing accountability for outcomes over decades. Our long history and proven capabilities illustrate that we can perform all phases of any project and provide TIPS member entities with best value through a coordinated set of impactful Energy Conservation Measures (ECMs), infrastructure upgrades, equipment maintenance and service, IGAs, or any combination of service that you require.



Energy Saving and Performance Contracting Market: Percent of Sales, North America 2015, Frost and Sullivan



## We Are Where You Are

Our field service branch network of **3,500 front-line service providers** in over **190 branch locations** shows that although Johnson Controls has a large national and international footprint, we understand the importance of having a local presence in the communities we serve.

Our extensive branch network is **100% company owned** and operated, which enables us to share resources, expertise, innovations, and our corporate values throughout the entire branch network. This enables all of our branch employees to benefit from the experience and lessons learned on projects we perform across the nation and around the world. No other Energy Services Company (ESCO) has a similar network.

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

## Flexibility and Consistency

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

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

## Safety

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

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

## Commitment to Diversity

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

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

## Commitment to Sustainability

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

Since 2002, we have publically reported various sustainability data, including safety, and environmental metrics. We published our first annual Business and Sustainability Report in 2003, which details our performance in accordance with the Global Reporting Initiative (GRI) guidelines – the most widely accepted global standard for reporting corporate responsibility. Our 2021 Sustainability Report is available for you to view online at:

<https://www.johnsoncontrols.com/2021sustainability>



*The Johnson Controls headquarters campus at Glendale, Wisconsin has the largest concentration of buildings on one campus to ever receive LEED Platinum certification.*

## Conclusion

TIPS members can ensure the success of their ESPC projects by selecting an experienced ESCo with a local presence and a long record of accomplishment in K-12, higher education, and state and local government projects. As the national leader in ESPC, we are uniquely well positioned to partner with TIPS members on their projects because we can provide a single source of accountability for any project, whether it is a central energy plant, an overhaul of your streetlights, building retrofits, energy audits, service and maintenance, or any combination of services or products that you need. TIPS members will get the same reliable service, high-performance, and attention to detail without regard to the size of your project.



## Project Experience

For this RFQ response, we are including five references that demonstrate our experience across the U.S. helping reduce energy consumption and costs for school districts, colleges, universities, cities, counties, and state agencies. Contact information for each reference appears in the references.xls file uploaded to the TIPS system.

### South St. Paul Housing & Redevelopment Authority

This project enhanced the fire safety for two high-rise apartment buildings. We helped the SSPHRA obtain a Fire Prevention and Safety Grant of nearly \$530,000 from FEMA by providing auditing services, grant writing expertise, and management tools.

We also implemented an ESPC that is expected to save more than \$1.25 million over a 15-year period. The project featured smoke detectors designed for the vision and hearing impaired with flashing strobe lights and a visual signal. The project also features cooking systems designed to help prevent fires with electronically controlled solid cover plates. During the initial phase of the project, we replaced lighting, a hot water boiler, windows, water conservation measures, and appliances. The final phase of the project, we replaced the additional boilers at their buildings. The list of improvement include:

- Exhaust system improvements to correct airflow and ventilation
- Lighting improvements in common areas
- Window replacement
- Water Conservation Measures
- Central plant improvements
- Air conditioning improvements
- Entry area heating system
- Training and Service support



*While guaranteeing \$31,000 in annual savings, we significantly outperformed our energy savings prediction. Annual savings for the 2006/07 season is approximately \$74,500. For the first four years of this project, the South St. Paul HRA has saved \$317,500. The housing authority benefits from both the energy savings project while the extra savings benefits their budget.*

## City of El Paso, Texas

El Paso officials established an aggressive City Sustainability Program in 2007, which included the following goals:

- Establish green building practices as the City's standard by 2012
- Reduce energy consumption by 30% by 2014
- Implement 20 renewable energy projects by 2015
- Transition 20% of the City's energy supply and 10% of the community's supply to renewable sources by 2020



City leaders needed to identify a sustainable solution without spending capital dollars or raising taxes, so they entered into a multi-year, multi-phase program of self-funded energy efficiency upgrades and renewable energy projects with Johnson Controls. The Energy Savings Performance Contract (ESPC) supported El Paso's sustainability goals and helped modernize the City's infrastructure. The first phase of the contract included energy upgrades within the City's larger facilities and LED traffic signals. Based on the success of the first project, the City embarked on ten additional phases with Johnson Controls that will run through 2029.

The overall project includes energy efficiency upgrades and renewable energy projects in almost every department, including city hall, the convention center, the airport terminal, streets and transportation, police stations, fire stations, libraries, community centers, museums, and health clinics. A total of 86 facilities comprising over 2.8 million square feet, 18,800 street lights and 6,600 traffic signals are receiving new life.

**Renewable energy projects:** Three roof-mounted solar PV systems totaling 200 kW, and seven solar thermal systems to heat indoor pools.

**Street and transportation improvements:** Complete street light and traffic signal inventory, 18,800 new LED street lights, and 6,600 new LED traffic signals.

**Building energy efficiency upgrades:** Upgrades of central cooling and heating plants with new high-efficiency equipment, lighting equipment and occupancy sensors, and more efficient HVAC package units and facility management systems.

Johnson Controls helped El Paso obtain financing and grants from the State Energy Conservation Office (SECO) Texas LoneSTAR program, the DOE American Recovery and Reinvestment Act (ARRA) program, and external sources. Johnson Controls has helped secure more than \$800,000 in utility rebates and refunds through the first four phases.

The retrofits, upgrades and other improvements will reduce electricity consumption by about 40%. Johnson Controls is guaranteeing \$50 million in savings for all eight phases combined. To date, we are exceeding the guarantee by more than 12%. City of El Paso leadership has identified a truly sustainable solution that will have a positive impact on the community, the economy, and the environment.

## City of Fort Worth, Texas Phases 1-7

At the City of Fort Worth, we implemented improvements at 107 facilities covering over 4 million sqft. The total guaranteed savings for all 7 phases is \$93 million. For each phase, the actual savings exceeded the guarantee.

Johnson Controls assisted City with federal grants, SECO financing and third party financing. On behalf of the City, Johnson Controls also secured over \$2.2 million in utility rebates to help fund the projects. The improvement included:



- Solar photovoltaic (PV) and solar thermal systems
- Converted digester gas at the wastewater treatment plant to electrical energy
- Waste heat recovery
- Wastewater plant upgrades
- Lighting and lighting controls retrofit
- Upgraded chillers and boilers with high-efficiency equipment
- Upgraded air-conditioning systems and equipment
- Installed low-flow plumbing fixtures, flush-valves, aerators, and pedal-valves
- Converted old spray-head irrigation to drip-type systems
- Deployed the Metasys building management system to monitor, control, and optimize building systems
- Power factor correction

## Mount Diablo Unified School District

Johnson Controls performed a \$3.2 million performance contract with Mt. Diablo Unified School District over two phases. This project created improvements in 19 high school and elementary school campuses, including 38 buildings and 800,000 sqft. The primary improvement measures included:



- Trash compaction
- VendingMisers
- Lighting retrofit
- HVAC replacement
- Building automation system
- Domestic hot water retrofit
- Solar PV
- Swimming pool improvements

New trash compactors are generating substantial savings due to reduced costs of hauling smaller volumes of solid waste less frequently, which also lowers carbon emissions. This project was completed on time and has met our annual project guarantee of \$285,413.

## Broward County School District

Broward County Public Schools is the sixth-largest public school district in the nation, serving an urban/suburban mix of 250,000 students at 260 facilities.

They have built many new schools in recent years, but must still maintain an aging infrastructure in a large number of older facilities. In addition, the District is faced with rising utility costs and reduced budgets. To meet these challenges, the District worked with Johnson Controls to make equipment upgrades at select facilities that will reduce operational costs by \$18 million. ECMs included:

- Water-cooled chillers with chilled-water pumps
- Direct digital controls
- Energy management system
- Lighting renovations, including installation of T8 and electronic ballast technology
- Low-flow water technology, automatic irrigation optimization
- Solar PV
- Thermal ice storage (five central plants)
- Trash compactors



*“Proven results, and exceptional performance after the sale is what has led to an additional three phases to-date [for Johnson Controls], involving more than 25 facilities,” says Joe Fellmeth, District Project Manager.*

Students and teachers were asked for input on the solar PV system at the high school. In addition, the students were trained to perform an energy audit at one of the schools.

Additional phases will be awarded until infrastructure improvements have been made across all facilities. As each phase is completed, the next batch of schools is audited to identify improvements that will have the most impact on savings through reduced energy consumption, while also improving the academic environment. The District also established a 25% Small Disadvantaged Business Enterprise goal that Johnson Controls met.

## Georgia Department of Corrections

The State of Georgia selected Johnson Controls over 17 pre-qualified ESCOs to implement the first guaranteed energy savings performance contract for the State. The project involved 11 correctional buildings at Phillips State Prison covering more than 230,000 square feet.

After a comprehensive analysis of the facilities, we developed a program enabling the State to implement more than \$4.5 million worth of equipment upgrades that offset the cost of the project over time through energy savings.



The improvements included:

- Domestic hot water system upgrade
- Chiller replacement and chiller repair
- Fan powered VAV box replacement
- HVAC controls
- Interior lighting replacement and control
- Domestic water conservation
- Ozone laundry system

Johnson Controls managed all aspects of the project, including design, installation management, staff training and commissioning of the new energy systems. We also provide ongoing savings measurement and verification (M&V), and the project is guaranteed to save the State more than \$434,000 annually for the next 15 years.

## Arkansas State University

In 2015, Arkansas State University entered into a \$15 million ESPC with Johnson Controls. This project will dramatically advance the university’s sustainability initiatives and includes a campus-wide lighting technology replacement, a new district water chiller, new HVAC controls, and technologies to automate scheduling and setbacks at downtimes such as nights and weekends.



*“We’re thrilled to be working with Johnson Controls to make significant upgrades to our energy infrastructure,” said Dr. Charles L. Welch, president, Arkansas State University System.*

The scope of work included:

- **Lighting:** Installation of new LED lights and replacement of emergency lighting fixtures throughout campus
- **Water conservation:** Replacement or retrofitting of plumbing fixtures, toilets, urinals, aerators on lavatory faucets and kitchen sinks, and showerheads with water-efficient fixtures and systems
- **Waste management:** Installation of four industrial-grade trash compactors systems, one each at the Convocation Center, Facilities Management building, Education and Communications building, and Centennial Bank football stadium
- **Energy management:** Various improvements to software, servers, workstations, and databases at more than a dozen facilities through campus
- **HVAC:** Replacement of an aging chiller with an energy-efficient chiller at the IT Services building; replacement of three air-handling units with new units at the Education and Communications building; and replacement of two air-handling units with new units at the Lab Sciences East building
- **Lab hood improvements:** Replacement of failing fume hood controls and sensors with new TSI lab controls in the Arkansas Bioscience Institute (ABI) building to provide a safe environment for faculty and students as well as decrease the building’s overall energy use
- **Utility monitoring:** Installation of an energy management platform that will provide real-time monitoring of electric power demand and consumption



## Past Experience with TIPS

Johnson Controls has responded to two previous TIPS RFQs and have performed dozens of projects for TIPS member entities through the system.

In 2012, the Region 8 Education Service Center (ESC) accepted our first TIPS RFQ for Comprehensive HVAC Solutions & Services. We were awarded again in 2015 (#01-032615).

Since 2014, we have performed 16 projects with the following TIPS member entities. The following table shows some of the more recent projects we have performed over that time:

TIPS Member Entities	Project Year
Saline County	2020
Ector County	2020
Greenbrier School District Education Service Center Region XVII	2021
Lubbock County	2020
Clarksville ISD	2021
Fayette County	2018
University Of Houston (Victoria)	2018
Dumas (City of)	2020
Crockett (City Of)	2017



# Project Management

Through experience gained from performing more than 3,000 ESPCs over the past 30+ years, we have learned that we achieve greater cost efficiencies, scheduling accuracy, and ultimately, a greater likelihood of project success when we use established industry-leading management processes and techniques. We will provide these benefits to TIPS member entities by ensuring the project includes:

- A Project Manager to provide oversight of planning and control of the project
- A Project Plan developed, executed, monitored, controlled, and closed out in compliance with the PMBOK Guide and Standards
- A certified engineering team to acquire, analyze, and quantify data for measure development
- A certified M&V team
- Additional corporate resources such as regional operations, advanced engineering, and logistics support

## Comprehensiveness and Rationale of the Project Management Plan

The Project Plan is the foundation of a successfully implemented project. We plan and schedule each task according to critical path methodology, and execute each phase in line with the designated critical path schedule. The Project Plan ensures:

- A collaborative approach to design focused on customer operational integrity
- Detailed tracking and management of costs to minimize negative variances
- Strong managerial oversight and planning integrated with customer reporting requirements
- Responsive implementation that includes keeping customer operations personnel informed of project status, results, and problem resolution
- A commissioning process to confirm the selected measures perform at optimum efficiency

The following steps will take place in the development and implementation of the Project Plan with certain steps repeated over time as required:

- Perform a stakeholder analysis to determine where to acquire information
- Identify and validate all current facility knowledge, stakeholder requirements, expectations, and risk
- Validate all negative and positive lessons learned from previous projects that could impact this project
- Conduct brainstorming sessions with the design and implementation teams and customer representatives
- Conduct a project kickoff meeting to facilitate information sharing

- Develop the draft Project Plan
- Review the draft Project Plan's subsidiary plans with the design and implementation teams and make changes as required
- Submit the Project Plan's subsidiary plans to the customer for review
- Revise and re-submit subsidiary plans as required based on added or deleted requirements and expectations

## Benefits of Our Approach

Use of a single Johnson Controls point of contact between the customer and the project team facilitates the rapid and accurate exchange of important information. To maintain safe and secure environments at the customer site, we will carefully plan, schedule, and coordinate our construction efforts:

- Early schedule development will include input from the customer, Johnson Controls staff, and our subcontractors to help account for planned access limitations.
- By revisiting the schedule on a weekly (or more frequent) basis, we will accommodate unplanned access limitations due to changes in operations.
- Monthly account management meetings take place to review all aspects of project progress and performance.
- During the Energy Audit Phase, we identify the need for temporary utilities including lighting, power, HVAC, and water in critical facilities where a temporary utility outage is not feasible. We identify these facilities in cooperation with the customer and incorporate them into the schedule.
- Where required, we notify site safety and emergency services prior to beginning work in areas that have the potential of presenting a hazard to workers in accordance with site and regulatory guidance.
- Contractor work packages will reflect the specific processes required for each location and type of work.
- Our approach incorporates safety, engagement, progression, minimal interruptions, and quality control.
- By involving the project management team in the project development process from the beginning, we ensure a seamless transition between the development team and the project management team.

## Avoiding Occupant Disruption

To provide TIPS members with a project that minimizes disruption to occupants and operations, we will rely heavily on our collective team's experience in similar environments. Johnson Controls will perform the following tasks to achieve a seamless uninterrupted project delivery and to develop an environment where all parties can execute their required scope and day-to-day business to achieve their associated goals with minimal occupant disruption:

- Involve site representatives in all phases from development through closeout
- Meet with site representatives daily to discuss project work to be performed that day and proactively manage scope, work area, and operational risks
- Work with site representatives on a daily basis to intricately plan, schedule, and execute work on a room-by-room and day-by-day basis
- Chair regular project overview meetings with all relevant stakeholders in attendance
- Submit bi-weekly status and look ahead reports

Prior to the construction phase, we will plan and schedule project tasks within the Project Plan. We carefully prepare every step of the construction phase so that we can obtain the shortest critical path and ensure our plan avoids disruption to your operations. We also ensure that our work does not lower the existing comfort level in terms of thermal conditions, humidity levels, air circulation, and indoor air quality.

Construction strategies include:

- For each area in which we plan to perform work, we will coordinate with site staff to identify a schedule of building activities. This schedule enables us to plan minor equipment retrofits and recommissioning during hours when rooms are unoccupied.
- A project schedule that provides advanced notice of when and where retrofits will take place
- Early schedule development will include input from site representatives to help account for planned access limitations
- We will schedule any utility interruptions with site representatives to prevent interruption of on-going missions
- Temporary utilities including lighting, power, HVAC, and water may be required were an outage is not feasible. In collaboration with site representatives, we will identify these facilities during the project development and incorporate these needs in the schedule
- We plan all major equipment purchases as early as possible to avoid implementation delays that affect the schedule and consequently disrupt or complicate planned activities

We understand that changes in operations, unplanned events, or changes in mission can occur at any time. Through close coordination with site representatives, we stay aware of changing conditions and are able to adjust our activities to avoid both disruptions and schedule delays.

## Staffing

We typically self-perform many aspects of an ESPC project, choosing to seek subcontractors for tasks more efficiently done by third parties. When we select subcontractors, we select based on the quality of their work, the timeliness of their deliveries, their past experience with a similar scope, the soundness of their business, their safety record, staff certifications and training, and their capability to complete the job.

While staffing decisions are determined by the nature and size of the project, this section describes the roles we typically use on ESPC projects. We will use our local engineers, construction managers, technicians, and service personnel for each site.

### *Account Executive*

The Account Executive serves as the main customer contact for Johnson Controls and addresses a customer's financial and business needs, requirements, and operational and environmental objectives. He or she will recommend solutions that match your business and financial challenges and sets appropriate customer expectations on our product and service offerings. He or she also participates in final project inspection and ensures customer training and orientation on system operation and the value of services delivered.

### *Project Manager*

The Project Manager ensures successful execution of complex projects using proper management procedures and safeguards. He or she focuses on program management for safety, quality, project cost, and project scheduling.

The Project Manager quickly organizes, develops, and implements a high-level program to support complex projects. They continuously review successful projects to select and improve upon our best practices of project management.

### *Local Operations and Construction Managers*

The primary customer contact for anything regarding construction management, they will oversee the Project Manager's activities, help to develop schedules, manage risk, and establish project execution plans. They negotiate, prepare, and issue subcontracts. They oversee construction for compliance with specifications, all applicable codes, proper installation techniques, and manage project closeout documents. Using sound project management techniques, they oversee the required day-to-day tasks on the project, coordinate activities of subcontractors and in-house technical specialists, resolve problems, and estimate costs. Ensuring our team

performs engineering and commissioning work according to established standards, they manage the execution of retrofit and installation contracts.

### ***Local Engineering Team***

This team performs facility audits, equipment surveys, modeling, estimations, and ECM design and development. They identify opportunities to improve and optimize facility and infrastructure operations, and design conceptual solutions based on customer needs. The team conducts data collection, monitoring, and measurements; analyzes energy consumption and end use; calculates energy savings; develops scopes of work; and determines cost-effectiveness of energy conservation within facilities and infrastructure.

### ***Local Service Branch***

The local, truck-based team provides expert factory-direct service, ensuring maximum energy savings and comfort control. They also provide seamless upgrades using the latest wireless technology and Web-based access, scalable, custom service plans, in-house staff training, local support backed by the world's largest HVAC service organization, and 24/7 emergency service.

## **Contractor Oversight**

While our local teams are capable of providing the majority of services required by most projects, there are some scope items where we rely on subcontractors to augment our in-house delivery team. Our local subcontractors demonstrate our same commitment to quality. Most of our subcontractors have worked with us before, are fully aware of our requirements, and actively involved with this process.

We select subcontractors based on the quality of their work, the timeliness of their deliveries, the soundness of their business, their safety record, staff certifications and training, their experience with similar jobs, and their overall capability to completing the work. Our collaborative subcontractor selection process enables customers to provide recommendations and input throughout the process. Additionally, we are willing to work with your preferred subcontractors.

Subcontractor management begins with screening and selection through a competitive bid process, while maximizing usage of diverse suppliers such as businesses owned by veterans, disabled veterans, minorities, women, and Historically Underutilized Businesses (HUB). The selection of subcontracting firms is conducted on a client-specific basis to ensure we choose the best match for each customer. This approach gives us the flexibility to reach subcontractor agreements that provide the greatest benefit to each specific client and site. Recognizing that each customer has a specific company culture, we seek to find vendors that will complement and align to the customer to ensure the greatest working relationship. We select the supplier that can provide the best value for our customer in terms of quality, cost, and responsiveness.

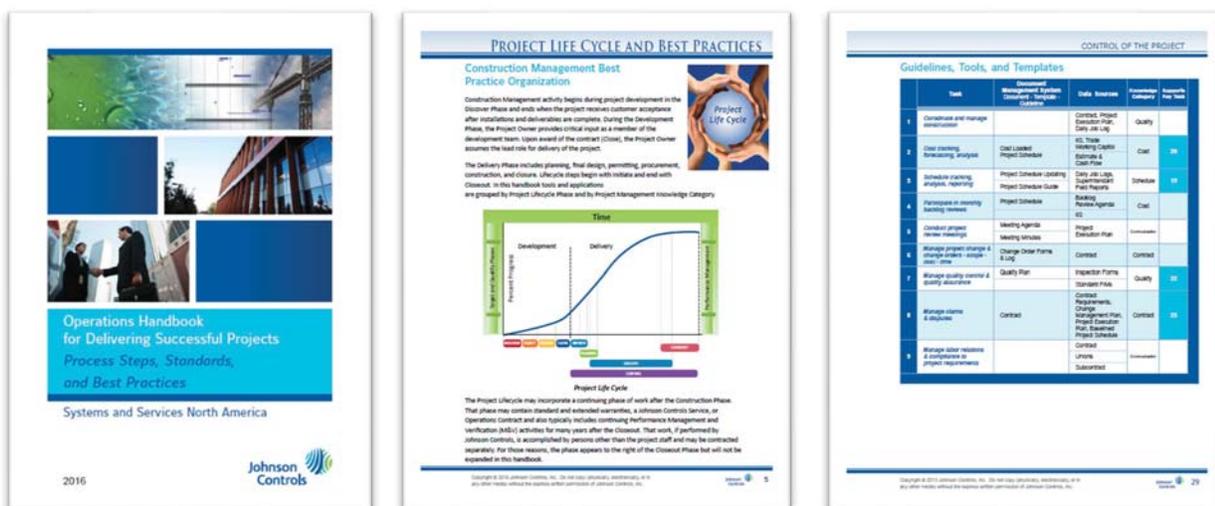
As part of our policy, we notify customers in writing of our intention to subcontract prior to entering into a subcontract with any firm. This notification will identify the work to be performed and the name of the proposed subcontractor. We will not enter into a contract with a subcontracting firm if our customer objects to the firm. We recognize and accept that a subcontract does not relieve Johnson Controls from any obligation under the contract or impose any liability on our customers.

# Ability to Complete Projects On-Time and to Customer Satisfaction

To provide TIPS member entities with the highest probability of success and the least risk across the contract term, our experienced Project Management Professionals (PMPs) use management processes, procedures, and standards developed through our decades of experience with energy performance contracts.

TIPS members will realize consistent project delivery of our best practices since our Project Managers rely on our Construction Management Handbook. The Handbook serves as a roadmap for our Project Managers so they can effectively manage projects of all sizes. It breaks down a project’s lifecycle into specific phases, and then outlines the tasks the Project Manager needs to complete.

The handbook also provides a timely means of sharing collective knowledge to Project Managers with the best practices developed by their colleagues throughout North America, ensuring consistently superior project performance. This process enables our best practices to continue to evolve as we find and share new solutions.



We developed, perfected, and standardized these processes because construction management involves hundreds of tasks performed throughout the project lifecycle. While some tasks and deliverables are one-time events, most occur continuously as the project progresses. Our Construction Management Handbook is a key part of how we drive excellence throughout the organization to ensure we complete each of these tasks successfully.

Our construction experts will be responsible for the overall quality plan for this project. Controlling a comprehensive project execution plan requires regular reviews and progress updates. Our construction experts, aligned with the local Project Manager, will evaluate the project schedule on a monthly basis, using a documented process that reviews schedule variance and cost variance of the project to date.

## Budgeting and Schedule Management

Most of our projects are Performance Contracting projects with a guarantee. By nature of these contracts and commitments, we do not finish projects after contracted end dates without paying cost damages, or exceed our budgets or contracted cost amount without paying a cost penalty. This is part of our contract guarantee.

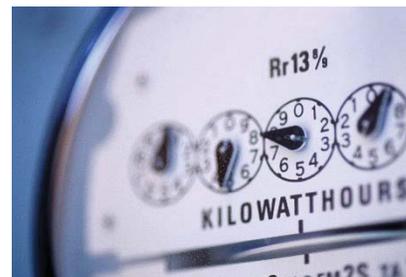
Consequently, our project management and project control systems for planning and execution of projects contain strategies to keep our projects on track and on budget. These strategies include cost control, variance reporting for cost and time, earned value monitoring, risk management, and work-around strategies. These strategies have been proven effective as less than 2% of our projects miss their time or cost guarantees.

Our team demonstrates a high level of accuracy and performance by consistently running at a cost variance from estimate of less than +/- 1% for an energy audit report and less than 2% during implementation. This high level of performance and accuracy ensures that our customers receive reliable estimates to help with your planning and project decisions.

During the development of the project schedule and project installation, close collaboration is necessary between site-specific customer representatives and Johnson Controls to avoid interfering daily activities at the location. During construction, we hold regular meetings with your maintenance staff. Your needs and the project itself determine the frequency of the meetings. We check in with you each time we need to request an escort or go on site to ensure our visits do not disrupt your operations and activities.

## Method Used to Establish Baseline Energy Use

To assess performance in an improvement measure accurately, we must compare the facility's energy use baseline to its performance period energy use measurements. The energy baseline is essential for tracking the effectiveness of the improvement measure and serves as the basis for the energy savings guarantee.



We establish the baseline by documenting conditions (in terms of unit energy consumption, energy efficiency, or other performance parameters) over a defined period. Typically, we establish a baseline for each utility type and ECM.

The baseline shows the pre-installation operation of the facility in terms of:

- Operational parameters such as hours of use on a daily/monthly/yearly basis, square footage, equipment, and more
- Corresponding resource consumption performance

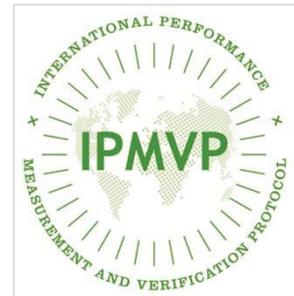
We collect detailed information on facility operations and operational requirements, and measure and validate operating parameters and efficiencies for baseline development. By measuring and analyzing current energy consumption and operations, we can develop a baseline analysis that shows your biggest resource draws and helps identify which ECMs you should consider.

## Method of Measurement & Verification

We determine energy savings by comparing the energy use before and after the installation of the ECMs, making appropriate adjustments for changes in conditions. The energy use “before” installation is the baseline and the energy use “after” installation is the Performance Period energy use.

For many projects, savings verification may only require minimal measurements and costs. Other projects may call for a more rigorous approach to M&V. Customers must balance M&V costs versus their exposure to risk. Our Performance Contracts offer four M&V options based on the International Performance Measurement and Verification Protocol (IPMVP) standards.

- Options A and B are Retrofit Isolation methods that look only at the affected equipment or system independent of the rest of the facility.
- Option C is a Whole-Facility method that considers total energy use and de-emphasizes specific equipment performance.
- Option D uses computer simulation to provide either Retrofit Isolation or Whole-Facility analysis.



Johnson Controls uses the IPMVP standards to measure and verify savings created by our performance contracts.

### M&V Plan

We will develop a formal set of test procedures with an acceptable range of results to validate ECM energy savings, ECM equipment, and/or system performance. The performance test plan will validate and describe aspects of the test process such as schedules, responsibilities, documentation requirements, and functional performance test requirements. The functional performance tests will describe the conditions or loads under which we will perform the tests such as test sensor location, measurement frequency, test equipment type, test methods, and the acceptable range of results.

We will develop an annual reconciliation plan for each ECM that describes formal test procedures, an acceptable range of results, a schedule describing reconciliation payments, and a certification that we have met all O&M requirements and conditions for each ECM.

The M&V plan identifies specific measurement parameters, defines the frequency of measurement, and describes both the construction period and performance period activities. It also describes the testing procedure by outlining the parameters, procedures, methods, and equipment used in testing.

### Coordination during the Construction Period

The M&V Construction period activities ensure the project stays on track with regard to savings guarantees and enables the gathering of new data based on construction activities. M&V engineers ensure proper commissioning and verify proper installation of improvement measures.

#### *Coordinate with Project Manager to Ensure Savings*

An M&V engineer coordinates with the Project Manager to ensure the project can achieve the guaranteed construction period savings with the proposed installation timelines. Additionally, the M&V engineer ensures collection of all baseline data prior to beginning construction.

#### *Obtain & Verify Construction Period Documents and Measurements*

As construction activities progress, the M&V engineer obtains copies of the following construction period information:

- All as-built documents
- All system commissioning documentation
- Post-installation measurements

- Final change order agreements

The M&V engineer uses this documentation to perform the following verification tasks:

- Ensure contract scope matches the details in the as-built documents
- Assess the savings impact of all change orders and contract amendments
- Ensure all trending is in place at the facility

### ***Assist with Rebate Applications or Rate Change Requests***

If you are applying for rebates or requesting rate changes, the M&V engineer can assist with the applications for rebate or rate change request.

### ***Hold Turnover Meetings***

The M&V engineer holds two turnover meetings:

- The first meeting involves the operations team. In this meeting, the M&V engineer confirms the PSA start date.
- The second meeting involves the customer. In this meeting, the M&V engineer:
  - Reviews the M&V plan
  - Sets expectations for the performance period
  - Reviews all M&V activities up to this point
  - Reviews contract payment terms
- If required, the M&V engineer provides you with either an M&V Start Letter or Post-Installation Report

## Verifying Performance

The M&V Performance Period activities revolve around taking measurements, calculating savings, customer communication, and delivering the M&V report. The M&V plan determines the frequency of measurements, the details of the M&V calculations, and identifies the components or parameters selected for measurement.

After installation of the ECM, M&V professionals take Performance Period measurements and calculate the energy savings. We calculate energy savings with the following formula:

$$\text{Savings} = \text{Baseline Use} - \text{Performance Period Use} \pm \text{Adjustments}$$

Based on the requirements of the contract, the M&V professional creates a report that documents the efficiency of your facility. The report documents:

- What you had (Existing conditions)
- What we did (Summary of ECM improvements)
- What you saved (Verified energy savings)
- What can be improved (Opportunities for greater savings)

The report contains a project summary, a description of activities that impacted the project, the baseline and Performance Period measurements, and the calculated energy savings. If budgeted for in the M&V plan, the report can also include recommendations on how to improve the energy efficiency of your facility.

## Adjusting the Baseline

During the initial energy baseline preparation and during the ongoing performance management period, it may become necessary to adjust the baseline for factors or changes in the building's use, utility, or non-controllable variables.

Common reasons for adjustments include:

- Additions or deletions of conditioned square footage
- Major increases or decreases in building occupancy
- Major variations in the annual cooling or heating load (measured by degree-days)
- Major additions or deletions to the non-temperature sensitive loads in the facility such as computers, copiers, printers, etc.
- Changes resulting from the addition or replacement of equipment with more energy efficient equipment
- Major variations in building operations from the energy baseline parameters (such as occupied or setback temperature settings, or occupied/unoccupied hours)

## Commitment to Safety

The safety of employees, the public, subcontractors, and company operations are of paramount importance and shall take precedence over expediency or short cuts. Every attempt will be made to prevent accidents and to provide safe working conditions. Johnson Controls, Inc. will comply with all safety laws and regulations, and all pertinent provisions. Safety is everyone's responsibility at all levels of Johnson Controls including our subcontractors' organizations.



Our fully engaged employees are empowered, trained, and equipped to make safe choices. Our leadership teams are committed to preventing all injuries. Our focus on safety will make Johnson Controls the best choice for all of your maintenance needs.

Our employees take ownership of their actions and view safety as a responsibility to themselves, their families, and their customers. We conduct jobsite and vehicle audits and monitor driver safety. Our local leadership teams are held accountable for the results of these audits, demonstrating just how important safety is to Johnson Controls.

The Safety Program is detailed in the Johnson Controls, Inc. FAN-833.6 Branch Safety Program Binder. This document is 657 pages in length and covers all safety practices, policies, and procedures. The safety program is available in electronic format to all of our employees via the company's website, reinforcing our safety commitment to our customers.

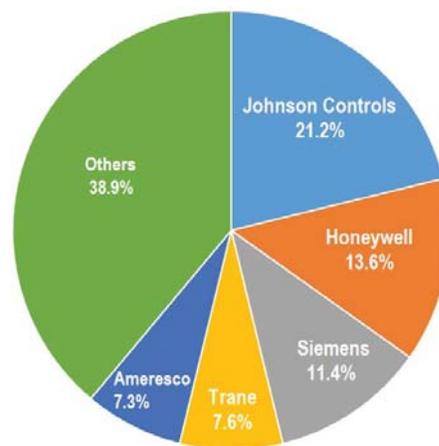


# Successful ESPC Experience

Our company has its very roots in the energy efficiency business. Warren S. Johnson, a professor at the State Normal School in Whitewater, Wisconsin, received a patent for the electric room thermostat in 1883. His invention launched the building control industry and was the impetus for a new company.

For more than three decades, Johnson Controls has analyzed, designed, implemented, and installed energy efficiency systems and facility improvement measures. Our company is a pioneer in developing performance contracting as a viable means by which to update facilities and make them more cost-effective to operate. In fact, we established the concept of performance-based contracting in the area of energy conservation for public, commercial, and industrial facilities in 1973.

Since then, we have successfully implemented more than 3,000 performance contracts, performing energy efficiency evaluations and implementing energy efficient solutions.



*Energy Saving and Performance Contracting Market: Percent of Sales, North America, Frost and Sullivan*

## A Leader in Higher Education

We are the national leader in the higher education market with more than 74 active North American performance contracting projects guaranteeing \$8.95 billion in savings. We also are members of several professional associations in the higher education sector, such as NACUBO, AASHE, APPA, and others.



Higher education customers will benefit from Johnson Controls’ unsurpassed experience. We have proposed solutions and tailored an approach to engage university students, faculty, and staff throughout the process to keep communication ongoing and effective, and produce better outcomes for the university that truly transform the way facilities function. Our talented, experienced, and dedicated engineering team has firsthand knowledge of the challenges and complexities of working in university setting and university laboratories.

### Creating Optimal Learning Environments

Making improvements to your campus facilities isn’t just about buildings and infrastructure. It’s about creating smart environments that promote successful learning and generate satisfied students. Johnson Controls’ solutions do so much more than reduce energy and protect facility assets. We install equipment and technology that make classrooms healthier, quiet, safe, and comfortable. And students who are comfortable and happy in their physical environments have a better chance of doing well and staying in school. In fact, reports show that the physical environment in which students take their courses has a significant impact on student attitude, learning outcomes, and satisfaction. All in all, better buildings can foster academic success, improve your reputation in the higher education community, and help you attract and retain top faculty and students — and that makes your facility investment all about enhancing your campus to create a better living and learning environment for your students.

### Learning Laboratories and Student Engagement

Johnson Controls’ has collaborated with our higher education customers in the development of several *customized* educational programs to augment a university’s curriculum. For example, we recently developed new Sustainability curricula for the University of Hawaii Community College system as a part of our ESPC projects across their campuses on Oahu and Maui. We have student engagement programs that focus on building energy awareness through educating and engaging students, staff, and faculty on the importance and impact of their behavior on energy efficiency.

## Helping Students Achieve and K-12 Districts Prosper

We currently have more than 240 active K-12 performance contracts with a total guarantee of almost \$1.5 billion. Johnson Controls substantial degree of success with school districts is demonstrated by the fact that 90% of our education business is obtained from repeat and referred clients. This is real project experience; we know how to design, install, maintain, and verify projects in a K-12 environment. Our local teams have the national support of engineers, subject matter experts, installation managers, and safety program managers, all with extensive K-12 experience.

Johnson Controls can positively impact our K-12 customers by delivering innovative business solutions to promote a healthy environment for students, teachers and staff. Additionally, districts prosper when operating expenses are reduced, creating additional funds for students, teachers, and staff.



### Student Engagement

Johnson Controls and our K-12 leadership made a company-wide commitment to help schools create better environments for achievement through programs that focus on energy, the environment, and classroom education. We offer several nationally recognized programs to engage students and take your energy education program to the next level, including:

- Academy of Energy Education
- Igniting Creative Energy (ICE) Challenge
- STEM-Based Curriculum
- Ideas for Building a Sustainable Curriculum

## Local Government Experience

We are currently managing 168 projects for municipalities that are guaranteed to save them more than \$1 billion. We have developed specialized energy efficiency upgrades for municipal facilities that go well beyond the basic facility improvement measures. We maximize the amount of energy savings and the equipment upgraded so our municipal customers will benefit from as much high-efficiency equipment as possible.

Our Municipal Utility Solutions team is a national center of excellence whose experts bring an average of more than 20 years of water utility experience. They have implemented more than 100 AMR/AMI projects across the country, replacing more than 1 million water meters.

We have worked with clients across the country to implement more than \$100 million in self-funded energy-related capital upgrades to 30 treatment plants that reduce energy and chemical consumption, reduce operational costs, and assist in the successful operation of the plants.

We have worked with numerous municipalities across the country on street lighting inventory, design, and technology selection projects, with executed contracts totaling more than 70,000 LED street lights. We are one of the largest lighting design/retrofit/installation contractors in North America that specializes in energy



*Solar panels installed for the City of El Paso. Three solar projects for the city totaled 200 kw.*

efficiency programs and have a full team of in-house national lighting experts to draw from. We also bring a vendor neutral approach and experience with all lighting manufacturers.

## State Government Experience

Johnson Controls offers a range of services and solutions and deep experience in helping states address these complex challenges. Our team is comprised of professionals that have extensive experience working with state agencies, including departments of administration, transportation, corrections, health, military affairs, and others. Through our state market leaders and local branch offices, we deliver an approach to energy and facilities management that enables all branches of state government to minimize costs, maximize revenues and optimize operations for constituents, employees and taxpayers.

Whether developing a long-range energy plan under a PC, designing and building a new central plant, replacing equipment in an aging building, or providing routine maintenance to keep facilities running smoothly, Johnson Controls offers the experience and know-how to ensure your state's success. Our national market leaders and subject matter experts, supported by local teams in your community, are ready to serve your agency every step of the way.

Johnson Controls currently manages 33 state government performance contracts with more than \$1 billion in outstanding savings guarantees.

### State government TIPS members will benefit from our experience through:

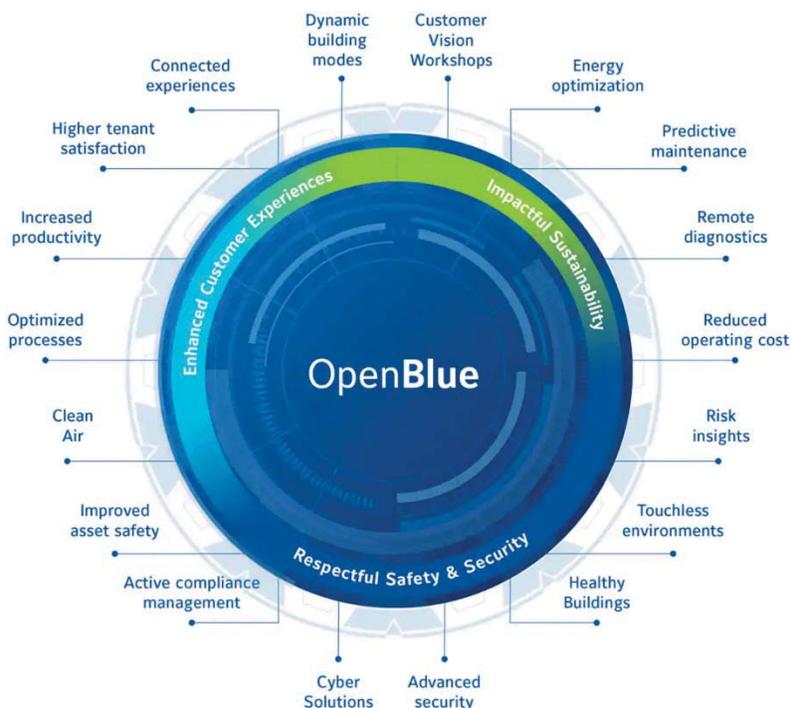
- Replicating successful programs from previous projects
- Innovative alternative financing mechanisms and grant services to help with state budget concerns
- Solutions geared towards federal and state government mandates related to greenhouse gas emissions and renewable energy policy
- Ongoing involvement in legislative policy and political issues, including relationships with State Energy Office reps and associations

## Business Unit Dedicated to Providing ESPCs

### OpenBlue

In our new world we must transform in every way. Johnson Controls is transforming how spaces and places are perceived and enjoyed. Applying data from both inside buildings and beyond, our customers can now manage operations systemically. Introducing the blueprint of the future: **OpenBlue** is a dynamic new space from Johnson Controls. This is how buildings come alive.

OpenBlue is a complete suite of connected solutions that delivers impactful sustainability, new occupant experiences, and respectful safety and security that combines our 135 years of building expertise with cutting-edge technology.



It also features a suite of tailored, AI-powered service solutions such as remote diagnostics, predictive maintenance, compliance monitoring, advanced risk assessments, and more.

OpenBlue serves many different industries: workplaces, hospitals, schools, campuses, stadiums, enterprises, and more. OpenBlue creates value for our customers, from helping patients heal faster to ensuring students re-enter schools with better peace of mind, and from fans experiencing stadiums in a new personalized way to laboratories making major scientific breakthroughs.

Johnson Controls OpenBlue technology powers an innovative suite of new digital solutions with more than 20 uniquely tailored services across HVAC, Fire Protection and Security. The new service offering suite will address unique customer needs including touchless environments, adaptable buildings, contact tracing, and sophisticated ventilation and sanitization systems.

### Smart Connected Chillers

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

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

## **OpenBlue Enterprise Management**

A planned controls upgrade provides the opportunity for a new, cost-effective energy management technology that can intelligently identify opportunities to reduce energy consumption, extend equipment life through early identification of problems, and display building system information and energy-saving efforts to key stakeholders. The new OpenBlue Enterprise Management is a single-solution platform that empowers you to manage building comfort, reduce operating costs, and improve energy efficiency.



Enterprise Management has an open, comprehensive, analytical platform, with cloud-based versatility, that proactively analyzes building data across an enterprise. It identifies issues, faults, opportunities for improved performance, operational savings, reduced energy consumption, and lower energy costs. Enterprise Management automatically collects, analyzes, and displays information for all configured physical meters and virtual meters located in a facility's operation. Energy demand and consumption is aggregated and displayed using intuitive, customizable dashboards. Powerful analytics root out energy and equipment related problems. These analytics run in the background and identify energy and equipment anomalies. Enterprise Management provides actionable information through the Fault Detection and Diagnostic feature, which provides an easy way for building operators to take corrective action through fault detection and diagnostic-driven work orders.

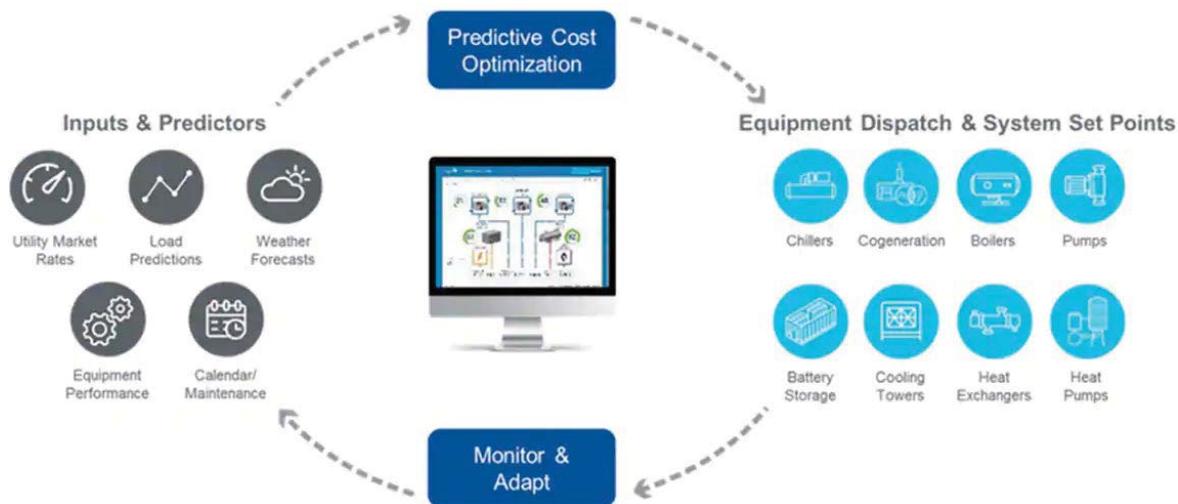
Asset Maintenance software provides dashboards to display information and status on work orders. Customers can use the information to generate and track work orders and maintenance actions, check service report feedback and status, and measure performance of maintenance teams via key performance indicators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

Enterprise Management works with the Metasys® Building Automation System (BAS) and third-party BAS that support BACnet® IP communications to provide a holistic view and insights at every space with respect to equipment operation starting from the portfolio on down to the sub-spaces within the building. Enterprise Management gives customers the ability to get more out of their building investments. Because Enterprise Management uses cloud-based licenses with a variety of subscription options, it is able to meet any organization's needs and budget. Whether you manage one building or an enterprise, Enterprise Management is scalable and able to connect multiple data sources across several geo-locations to a single platform, providing you with meaningful information.

## **Central Plant Optimization (CPO)**

In many large facilities and campuses, the central plant is the biggest user of energy, the biggest contributor to comfort, and, often, the biggest supplier of energy. Not only do you have to keep it running,

but you also have to keep it running at optimum efficiency. That's why we developed the next generation of Central Plant Optimization (CPO) software: to help you make smart decisions when it comes to your central plant.



Our CPO solution monitors all kinds of inputs, including data gathered from your connected equipment and systems to external information like weather forecasts, utility rates, and maintenance schedules. Using these inputs, updated every 15 minutes, our algorithms automatically generate optimization decisions and implement them so you can minimize utility costs and maximize available utility incentives.

<https://www.johnsoncontrols.com/digital-solutions/central-plant-optimization>

### **Companion App**

Productivity is enhanced when people feel empowered and comfortable. The Companion app understands your unique building spaces. It allows you to work your way, automate what you shouldn't have to think about, and apply relevant smart building data to the pursuit of your business mission.

You can provide everyone in your building with a single interface to control their comfort, find the people and places they are looking for, reserve a space, see their schedule, and learn about nearby events. When these are easy, or happen by themselves, people have time to do what they came to the building to do.

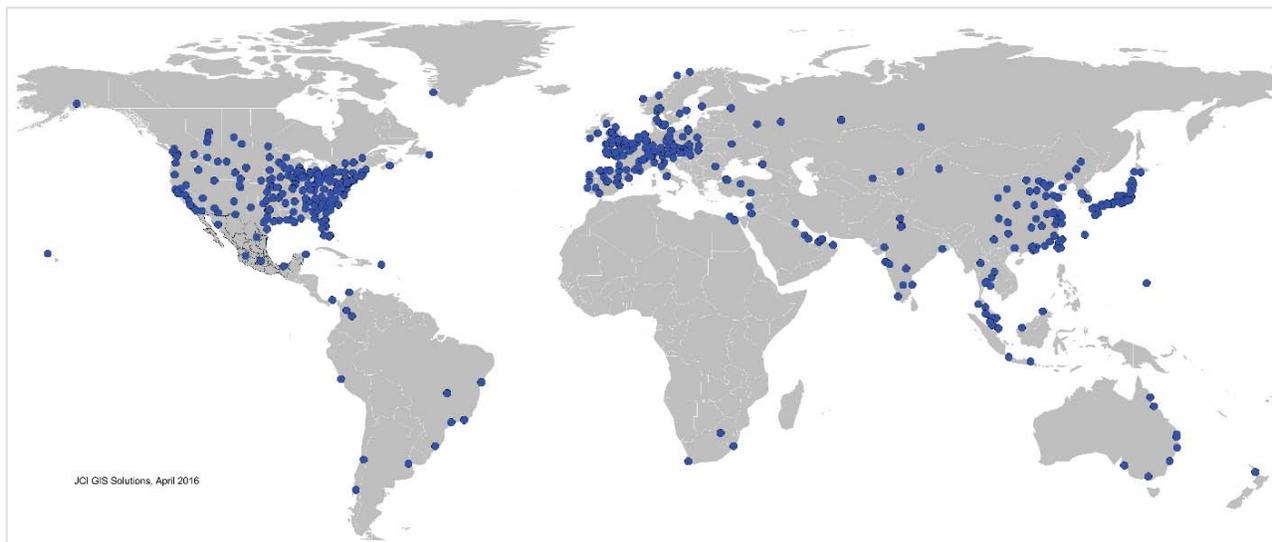
The Companion app makes your building and campus smarter based on what your people actually want and need. Rest assured, safety, sustainability, and energy efficiency efforts only get better when informed by direct input from occupants and visitors.

Companion is configured using a secure Web-based interface that correlates people to spaces and integrates systems to work seamlessly together: access control, lighting, authentication, scheduling, comfort. Building teams and owners work together to deliver the experiences and priorities they choose. Data connections are backed by Johnson Controls experts.

Companion also allows you to automate building and specialty system responses in unique and useful ways. These use cases don't require Companion app input, but still make occupants and buildings more efficient. For example, keep energy use low in your building spaces until an occupant assigned to that space badges in, triggering the lights to go on and temperature to regulate. Companion doesn't need a person in the space to take action.

Johnson Controls delivers products, services, and solutions that increase energy efficiency and lower operating costs in buildings for more than one million customers.

As our building efficiency business has grown, we have become a globally diversified leader that serves customers in more than 150 countries. Operating from 473 worldwide branch offices, we are a leading provider of equipment, controls, and services for heating, ventilating, air-conditioning, and refrigeration systems.



The secret to our success lies in our values. We believe in going above and beyond to deliver value to our customers, customized to the needs of their customers, and to help them be outstanding leaders in their fields. We provide expertise in HVAC mechanical systems and controls, building management, central utility plants, distributed energy storage, renewable technologies, and more.

## HVAC Mechanical Systems and Controls

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

As a **vendor neutral partner**, we also have experience servicing and integrating with equipment and systems from other companies. We seek to leverage your existing investments in energy efficiency wherever possible. This experience helps us evaluate your system and provide you with research on different types of manufacturers and equipment to allow you to make the best decision for you and your customers.

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

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



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

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

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

### **Building Envelope Systems**

- Window glazing
- Tinted window film
- Energy efficient windows
- Window and door weather stripping and caulking
- Revolving doors
- Air curtains
- Automatic door closers
- Roofing
- Insulate walls, roof, floor, soffit
- Caulk pipe penetrations
- Seal ceiling to roof gap
- Solar radiation reduction
- Reflective coating to roof
- Weatherproofing

### **- Renewable Energy Systems**

- Solar photovoltaic
- Wind turbines

### **Performance Contracting**

- Energy Conservation Measures
- Investment Grade Audits
- Infrastructure Upgrades

### **OpenBlue**

#### Building Systems

- Building Management System
- Access Control System
- Lighting
- HVAC
- Floor plans

#### Integrated Workplace Management Systems

- Meeting rooms (size, location, amenities)
- Desk (reservable, status)
- Assets (type and location)
- Other spaces
- Frictionless Access Control
- Facial Recognition
- Skin temperature scanning solution

- Facemask detection
- Thermal imaging, UV sanitizing gates, contact tracing, touchless visitor management

#### Enterprise IT Systems

- HR & IT System
- Active Directory
- Microsoft Exchange
- CMMS

#### Third Party Offerings

- Sensors
- Space Scheduler
- Mobile Access
- Parking management
- Travel options (bus, train, car)
- Weather, traffic, stock prices

#### OpenBlue Healthy Buildings

- OpenBlue Dynamic Spaces
- Face Mask Detection
- Social Distance Monitoring and Contact Tracing
- Intelligent Frictionless Access Control

#### OpenBlue Companion

#### OpenBlue Clean Air

#### OpenBlue Location Manager

#### OpenBlue Enterprise Management

#### OpenBlue Digital Twin

#### OpenBlue Secure

#### OpenBlue Tailored Services Suite

#### Smart City Programs

### Utility Meters

- Water Meters
- Electric Meters
- Utility billing analysis
- Utility rate improvements
- Meter consolidation
- Electric power factor correction
- Automatic Meter Reading (AMR)
- Advanced Metering Infrastructure (AMI) technology – Full scale implementation
- Meter accuracy improvements
- Meter typing & sizing upgrades
- Automatic leak detection system
- Customer web portal
- SCADA upgrades

### Distribution Systems and Cogeneration Plants

- Central Utility Plants
- Cogeneration/CHP Systems

- Central cooling plant

### Lighting Systems

- Lighting Products: Intelligent lighting, connected lighting, streetlighting, intelligent street lighting, decorative lighting, human-centric lighting, specialty lighting, safety lighting, disinfectant lighting, and commercial lighting.

- Interior Lighting:

- o Linear Fluorescent Upgrades: New LED fixtures, LED retrofit kits, LED tubes
- o CFL/INC/HID Upgrades: New LED fixtures, LED retrofit kits, LED re-lamps
- o High Bay Fixtures: New LED fixtures

- Exterior Lighting:

- o Building Mounted: Wall packs, floods, canopy
- o Pole Mounted: Area and street lights, Post top decorative, High mast, Parking garages

- Lighting Controls:

- o Room based controls: occupancy sensors, Photocell sensors
- o Stand-alone Networked controls
- o Integrated Networked controls with BAS
- o Smart City controls

- Human-Centric Lighting (HCL): HCL systems combine intelligent lighting control with LED lamps and fixtures that

have the ability to change their color temperature and intensity. Light varies during the day according to the natural

lighting cycle:

- o Low light levels and low CCTs (Correlated Colour Temperature) in the early morning
- o High light levels and high CCTs at midday (up to 10,000 K)
- o Low light levels and low CCTs during evening
- o Extremely low light levels and a medium CCT under moonlight

### Smart Building-Wide Lighting Control

- Building Automation System Integration

- Business Optimization

Building Envelope Systems

- Window glazing

- Tinted window film

- Energy efficient windows

- Window and door weather stripping and caulking

- Revolving doors

- Air curtains

- Automatic door closers

- Roofing

- Insulate walls, roof, floor, soffit

- Caulk pipe penetrations

- Seal ceiling to roof gap

- Solar radiation reduction

- Reflective coating to roof

- Weatherproofing

### **Water and Sewage Systems & Water Conservation**

- Retrofit flush valves, showerheads, faucets, toilets
- Automated water systems
- Cooling tower retrofits
- Ice machine upgrades
- High efficiency domestic water heaters
- Waste heat recovery

#### Water Supply/Treatment/Distribution

- Raw water pumping
- High service pumps
- Backwash water pumps (filtration plants)
- Water control systems
- Plumbing systems
- Irrigation systems
- Domestic water
- Rain water harvesting

### **Wastewater Collection and Treatment**

- Wastewater lift pumps
- Aeration system improvements (diffusers, controls, blowers)
- Digester gas to energy projects
- Digester improvements

#### Flood Control

- Flood control systems
- Flood monitoring systems
- Integrated traffic control and monitoring systems

#### Renewable Energy Systems

- Solar photovoltaic
- Wind turbines

#### Geothermal heat pumps

- Microgrid
- Energy storage
- Solar daylighting
- Biomass plants
- Solar thermal pool heating
- Solar thermal domestic water heating
- Solar transpired walls

### **Distributed Energy Storage**

Battery Power Stationary Storage

Energy Storage System - In-Building

Modular Container Distributed Energy Storage System

Thermal Energy Storage Systems

Ice Storage  
Sewer Heat Recovery  
Waste Heat Recovery and Urban Biogas Utilization  
Microgrids

### **Connected Technologies**

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

### **Pool Systems/Environment and Recreational Spaces Additional Systems**

- Loading dock air curtains
- Ceiling systems
- Electrical power systems
- Emergency generators
- Turbine generators
- Switch gear
- Elevator modernization
- Waste management
- Waste compactors
- Red bag waste
- Pool covers and pool heat recovery
- Air and water balance
- Power factor correction
- Fleet management
- 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

### Cooling Systems:

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

### HVAC Systems:

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

### Energy Management and Control Systems:

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

### Heating Systems:

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

## Distribution Systems and Cogeneration Plants

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

### Central Utility Plants

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

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

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

### Cogeneration/CHP Systems

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

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

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

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

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

- Complete analysis of the loads and evaluating multiple design alternatives for best lifecycle cost
- Water side economizers (free cooling)
- Thermal energy storage systems
- Chiller, boiler, cogeneration installation
- Variable volume pumping
- Distribution piping and connections
- Central plant controls and optimizing operations
- Biomass cogeneration plant



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

- Central cooling plant
- Chiller plant redesign
- Chiller plant optimization
- Heating system redesign and optimization
- Cogeneration/CHP systems
- Steam to hot water system conversion
- Steam trap retrofits
- Steam pressure control
- Reduce steam pressure

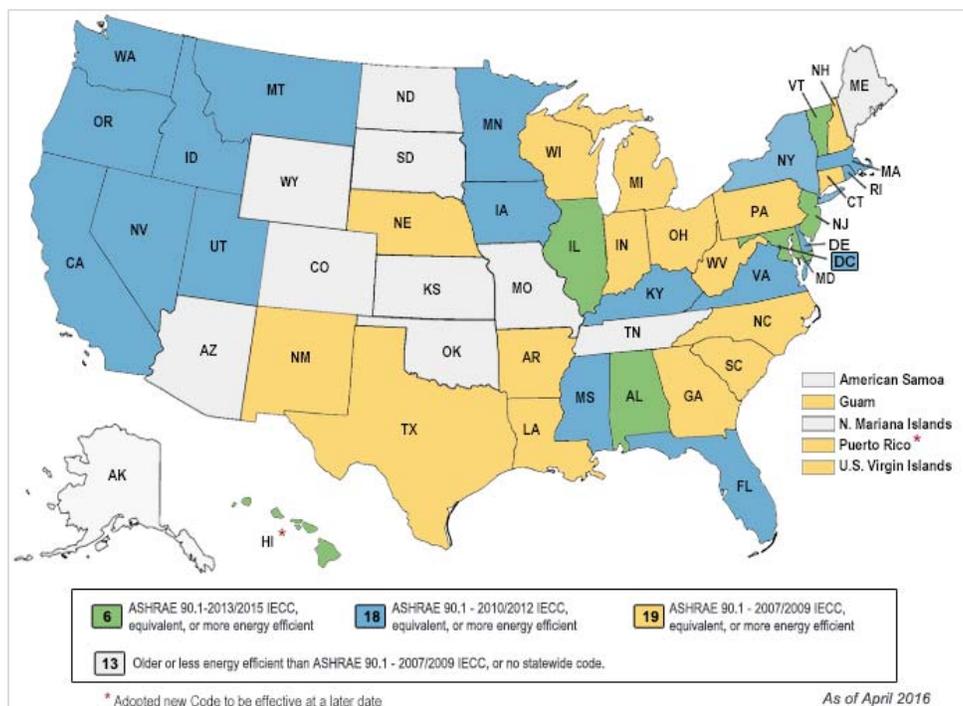
## Lighting Systems

Johnson Controls has a dedicated lighting services team with professionals certified by the National Council for Qualified Lighting Professionals, Certified Lighting Energy Professionals (CLEP), and Certified Energy Managers (CEM).

This team provides expert interior retrofits, exterior retrofits, and turnkey lighting upgrades domestically and internationally. They provide a comprehensive approach to facility lighting systems that lower electric utility costs and greenhouse gas emissions. Using new, innovative lighting products, they provide better lighting color and quality to improve comfort and safety, and longer equipment life to reduce maintenance and inventory costs. Turnkey lighting upgrades develop highly customized lighting solutions often funded through utility rebates, incentives, and operational efficiencies. The team maintains long-established partnerships with major lighting suppliers to provide customers with technical expertise and lower prices.

Our lighting solutions are designed with facility occupants in mind. Our lighting engineers consider a wide range of factors, from things like the needs of students in classrooms to increase achievement to the proper lighting requirements for televised sporting events at University arenas.

They understand the different lighting codes in force in different states, regions, and countries. When embarking on a project with facilities dispersed throughout the world, you need a partner that understands the codes and requirements at outset of the design process.



This team uses an advanced toolset, unique in the industry, which provides faster timelines and better quality. Their auditing tool runs on an iPad or tablet device, which allows for faster data collection. Our audit tool exports the data directly into their development tool, helps identify underlit or overlit areas by space types. Their

development tool provides line-by-line exports that quickly deliver updated tables and summaries based on the current scope of work as it changes through the development process.

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

- Lighting controls
- Lighting system redesign
- Lighting optimization
- Daylight harvesting
- Delamp and install reflectors
- Occupancy sensors
- Incandescence to fluorescent
- LED exit signs
- Metal halide fixtures
- Emergency lighting
- Ambient light control
- Traffic lighting control
- Exterior/Street lighting
- LED interior lighting
- Induction lighting

## Building Envelope Systems

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

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

- Window glazing
- Tinted window film
- Energy efficient windows
- Window and door weather stripping and caulking
- Revolving doors
- Air curtains
- Automatic door closers
- Roofing
- Insulate walls, roof, floor, soffit
- Caulk pipe penetrations
- Seal ceiling to roof gap
- Solar radiation reduction
- Reflective coating to roof
- Weatherproofing

## Water and Sewage Systems

Johnson Controls helped expand performance contracting to water utilities nearly 20 years ago and have implemented more than 100 water metering upgrade projects and 37 water and wastewater treatment plant upgrade projects, all totaling \$500 million worth of new equipment and systems. Our Municipal Utility Solutions team is a national center of excellence whose experts bring an average of 20 years of water utility experience. We have implemented numerous renewable energy projects for utilities as well, focusing on solar PV arrays to take advantage of land with limited other use at treatment plants. We implemented a 500kW FOG program at Evansville and a 2.4MW cogen plant in Baltimore that use the residual of treated wastewater as fuel to save \$1.4 million annually.

We are fully capable of designing and installing plumbing, irrigation, water distribution, wastewater, and related systems. We have the ability to deliver meaningful energy reductions to water and sewage systems through our core competency and experience in energy conservation. Johnson Controls will team with strategic partners to deliver process-related expertise.

### *Water Conservation*

The following list shows a subset of our water conservation capabilities:

- Retrofit flush valves, showerheads, faucets, toilets
- Automated water systems
- Cooling tower retrofits
- Ice machine upgrades
- High efficiency domestic water heaters
- Waste heat recovery
- Water control systems
- Plumbing systems
- Irrigation systems
- Domestic water
- Rain water harvesting
- Water metering system

#### ***Water Supply/Treatment/Distribution***

- Raw water pumping
- High service pumps
- Backwash water pumps (filtration plants)

#### ***Wastewater Collection and Treatment***

- Wastewater lift pumps
- Aeration system improvements (diffusers, controls, blowers)
- Digester gas to energy projects

Pumping is an excellent candidate for low-cost/no-cost improvements. Pumps are most frequently over-designed to ensure that future hydraulic capacity is available. Facilities that have operated over time have found that the available pumping capacity in many systems is underutilized and may not provide the low-flow service characteristics desired. By evaluating the needs and method of operation of a facility, we often replace existing pumps with much smaller ones that can provide the low-flow characteristics desired for the system. Variable speed drives, higher efficiency pumps, and improved debris removal systems often serve to improve energy consumption.

Johnson Controls is highly experienced in cooling tower modifications and other chilled water systems, since these are central to our business of saving energy for customers.

### **Renewable Energy Systems**

Our Advanced Solutions Team focuses on helping our customers develop solar, wind power, energy storage, geothermal, or biomass solutions. 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.

From small school districts to large cities – even our own corporate offices – Johnson Controls has vast experience with renewables.

Our renewable energy team has the capability to evaluate, design, and develop a diverse array of renewable energy technologies, such as solar, wind, bio-mass, landfill gas, and geothermal. We have made a significant investment in expert resources to develop this critical technology in all of our energy projects.

The following list shows a subset of our renewable energy system capabilities:

- Solar photovoltaic
- Wind turbines
- Geothermal heat pumps
- Microgrid
- Energy storage
- Solar daylighting
- Biomass plants
- Solar thermal pool heating
- Solar thermal domestic water heating
- Solar transpired walls

#### ***Solar PV Team***

The Solar PV team is responsible for engineering design or oversight of design on solar PV projects, including product selection, vendor relationships, output modeling for PV systems, and preliminary cost estimation. This team has implemented over 100 Solar projects, including recent projects at Tulare, CA where we installed a 30 Kw PV system in the carport and a 1 MW system on land that generates 1,860,000Kwh annually.

The **State of Utah** implemented a **Solar for Schools** program with Johnson Controls that provided 73 5-kilowatt, high efficiency solar modules with inverters, mounting racks, spec sheets, and full warranties. The goal of the program is to mount at least one module in each of the state's 41 districts. We also provided training in renewable energy to help school staff ensure performance.

Other projects include the State of Utah, Mount Wachusett Community College, the U.S. Bureau of Land Management, and the Marine Corps Air Ground Combat Center in Twentynine Palms, California.

**At the U.S. Marine Corps Air Ground Combat Center at Twentynine Palms**, Johnson Controls implemented a solar array as an energy source to a central utility plant.

Johnson Controls installed their Metasys Building Automation System (BAS) to control the energy use of a 7-megawatt, dual-fueled cogeneration plant, and an on-site 1.2-megawatt, single axis-tracking photovoltaic solar array. The plant produces electricity and heat, helps reduce energy costs and energy consumption, and increases power reliability and self-sufficiency. The solar array provides a renewable energy source.

The cogeneration plant provides enough power to meet all critical needs for up to six days. If an outage occurs on the utility company's distribution line, the base operates without interruption. The dual-fueled cogeneration plant also makes it possible to switch seamlessly between diesel and natural gas should there be an interruption of either fuel supply, thereby ensuring a reliable, continuous source of electricity independent of the grid.

### ***Distributed Energy Storage Team***

Batteries are a core business for Johnson Controls. We have 100+ years of experience delivering batteries that meet our customers' evolving needs. We're the world's largest supplier of vehicle batteries, producing one-third of the industry's total output every year. Our distributed energy storage systems include cell-level monitoring and control, as well as smart algorithms that promote long-term cell life.

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 advanced Li-Ion battery technologies and our many decades of experience as a pioneer in the development of energy control systems.



*Solar for Schools is expected to remove more than 8,000 tons of carbon dioxide from the atmosphere over 20 years, equivalent to the carbon offset that would be generated by planting 11,000 trees and letting them grow for ten years.*



*At Twentynine Palms, we achieved:*

- *\$5.8M in annual energy cost savings from the cogeneration plant provides payback for construction costs in just four years*
- *\$1.1M in annual energy cost savings from the photovoltaic solar array*
- *\$138M in total energy cost savings*

Energy storage is the process of collecting and preserving energy for on-demand use and is accomplished through the introduction and use of devices or physical media that store energy to perform useful processes at a later time.

With this solution, Johnson Controls employs world-class battery technology, building systems expertise, and intelligent controls to facilitate energy storage at the lowest lifecycle cost. Johnson Controls' energy storage solutions include:



- Battery Power Stationary Storage
- Solar PV
- Thermal Energy Storage Systems
- Ice Storage
- Microgrids

By combining advanced energy technology with in-depth building knowledge, Johnson Controls provides clients with holistic energy storage solutions that work best based on specific application needs and requirements, in front of or behind the meter. Because each client's needs vary greatly, Johnson Controls' energy storage solutions have been designed with scalability in mind.

### Battery Power Stationary Storage

Stationary Storage has improved to the point where customers are seeing significant economic benefit from employing battery systems to provide a hedge against spiking demand charges. Our stationary battery systems store excess energy when the power-generating systems are running, and provide power when the power-generating systems are offline.

### Energy Storage System - In-Building

In-building distributed energy storage systems help to manage energy use, cut costs, and provide backup power for single buildings as well as entire campuses or enterprises.



*L1000 In-Building Energy Storage System*

### Modular Container Distributed Energy Storage System

This scalable system can provide hours of high-energy output within a proven modular design, drawing on our decades of experience in modular data centers and chiller plants. The result: an efficient, cost-effective solution that can be integrated into the energy control system of a utility, regional transmission organization or facility, at the lowest total lifecycle cost.

### Thermal Energy Storage Systems

Thermal Energy Storage systems reduce on-peak electrical demand and energy costs. With adequate access to unobstructed sunlight, solar thermal energy can be created by absorbing the sun's heat with devices such as flat-plate solar energy collectors. A heat transfer fluid passes through tubes within the solar collectors where it is warmed and then distributed to the heating system.



### Ice Storage

Ice storage air conditioning is the process of using ice for thermal energy storage. This system provides efficient cooling during the day by circulating refrigerant through coils in its ice storage tank, eliminating the need to run an energy-intensive compressor during peak daytime hours. The system re-freezes ice each night when electricity generation is cleaner, more efficient, and less expensive.

### ***Sewer Heat Recovery***

Johnson Controls also has experience providing sewer heat recovery solutions. At the **Beaufort-Jasper Water & Sewer Authority** in South Carolina, Johnson Controls used finished water (i.e. potable or drinking water) as a heat sink via a plate and frame heat exchanger for controlling the environment within their administrative building.

This concept is similar to a Geothermal HVAC. By using reversible heat pump chillers to meet their heating/cooling needs, Johnson Controls was able to provide both heating and cooling for water source heat pumps in the older building section as well as newer VAV/Air Handling system in the newer part of the facility. This project qualified for local utility incentives of approximately \$132,000 and had an annual expected energy savings of approximately \$48,000 per year.

### ***Waste Heat Recovery and Urban Biogas Utilization***

Many of our projects make use of waste heat recovery technology. For the **City of Baltimore Back River WWTP**, Johnson Controls developed a combined heat and power plant that uses the remainders of treated wastewater as fuel.

The plant will generate more than 2.4 megawatts of electricity per year, provide steam to offset process-heating requirements and produce hot water for boilers. As an added benefit, the digester gas cogeneration plant will reduce emissions, save taxpayer dollars, address workforce development, and support the local economy.



Johnson Controls also designed and constructed a 1,000 kW ground-mount PV system located at the Back River Waste Water Treatment Plant. Using SolarWorld modules and leveraging a grant from the Maryland Energy Administration, this project supports the City's objectives toward self-generation of 30% of all energy. This is a fixed-tilt, custom racking system suitable for the site's topography.



At the **City of Fort Worth**, Johnson Controls began an energy efficiency partnership in 2003 that has grown to seven phases of major infrastructure improvements in 107 city-owned facilities. The \$69 million investment will save the City \$93 million over a 15-year period. Johnson Controls guarantees these savings under the Energy Savings Performance Contract (ESPC) funding vehicle authorized by the State of Texas for public entities.

The largest of the seven projects occurred at the **Village Creek Water Reclamation Plant** – a \$35 million initiative that has significantly benefitted the City's goal to establish Village Creek as a Net Zero Energy Facility. This ESPC project reduced electrical consumption by 39%, which has taken more than \$2.5 million off the plant's electric bills each year. In addition, Oncor Electric provided \$1.3 million in rebates to the City due to electric demand reductions.

For this project, Johnson Controls developed and implemented a 50,000 lb/hour, 235-psig steam system. Heat was recovered from combustion turbine exhaust, and supplemented with heat created by burning biogas produced at the wastewater treatment plant in a duct burner. This project also involved improvements to increase the production of biogas through the addition of high-strength waste to the digesting bio solids.

## Microgrids

With our strong background in designing and building renewable applications, Johnson Controls develops or participates in many microgrid implementations.

For example, at **Isle Royale National Park** Johnson Controls installed Distributed Generation and Control Systems to operate as a remote microgrid. This project included three separate locations up to 40 miles apart from one another, including Mott Island, Windigo, and Rock Harbor.

Johnson Controls installed 23 solar thermal domestic hot water pre-heating systems including 61 collection panels across various facilities at the Rock Harbor and Windigo campuses. The solar thermal systems provide approximately 78% of the estimated annual energy required for domestic hot water at Windigo.

At the Rock Harbor site, the systems displace 87% of the estimated annual electricity use and 45.7% of estimated fuel oil use for domestic hot water. They conducted energy efficient lighting upgrades, and installed solar PV hybrid system, solar attic fans, and water conservation system.

The project will alleviate dependence on diesel and showcase the island as a model of sustainability for other Government agencies to follow. The total facility size for Phase 1 is 66,931 square feet. This will result in 2,724 million Btus saved annually and 19,000-gallon reduction in annual diesel fuel consumption.

## Specialty Systems

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

### Kitchen/Laundry Equipment

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

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

### Pool Systems/Environment and Recreational Spaces

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

### Additional Systems

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

- |                             |                          |
|-----------------------------|--------------------------|
| ▪ Loading dock air curtains | ▪ Turbine generators     |
| ▪ Ceiling systems           | ▪ Switch gear            |
| ▪ Electrical power systems  | ▪ Elevator modernization |
| ▪ Emergency generators      | ▪ Waste management       |

“

Johnson Controls was the most qualified ESCO to assist Isle Royale with our savings goals. Their ECM options are innovative and their strong local resources are unmatched. The Johnson Controls Team understands our objectives and is committed to building a relationship with us.

”

**Phyllis Green**  
Isle Royale Superintendent

- Waste compactors
- Red bag waste
- Pool covers and pool heat recovery
- 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

## Public Relations

Often, a key driver of a project’s success is buy-in and commitment from the people in your organization and the larger community. One of the ways to build support is to communicate about the steps you are taking to save energy, protect the environment, and keep costs down. We also lend our expertise for your special communications needs, such as managing sensitive issues or crises that affect your organization. We can assist you in reaching out through activities such as:

- Dedicated website for the ESPC project
- News stories in print, radio and television
- Special public presentations
- Newsletters and other publications
- Community goodwill efforts

## Business Unit Dedicated to Ensuring Project Performance

Our Buildings group also ensures project performance through our quality control, service and maintenance, and M&V teams.

### Construction Phase Quality Control

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

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

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



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

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

### Quality of Work

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

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

### Service and Maintenance Capabilities

Although Johnson Controls has a large national and international footprint, we understand the importance of having a local presence in the communities we serve. This is why we have over **3,500 front-line service providers** nationwide in over **160 branch locations**.

This local presence allows us to provide local decision-making authority and respond to the needs of customers in a timely manner. Johnson Controls understands our customers at the local level and is committed to being the best competitor in each local market. Local employees will be dedicated to your project to ensure its successful development and implementation.

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

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

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



*3,500+ front-line service providers nationwide deliver technical and maintenance services, including controls, mechanical, and electrical. They support over 18,000 current maintenance contracts.*

### Improving the Performance of Your Facilities

We are a global leader in HVAC technology with significant in-house and field service expertise to support any design, implementation, and service needs. Our technicians are field-trained experts that specialize in improving

the reliability and efficiency of customers' plants and systems. Our services optimize assets and achieve measurable life-cycle results through reliable proven processes, facility experts, and technology.

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

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

We deliver unparalleled OEM service support for our industry-leading YORK chillers and Metasys building management system, as well as the expertise to service **any competitive brand** of equipment, including chillers, boilers, HVAC mechanical equipment, and controls systems. When it comes to servicing HVAC equipment or controls system, we will provide customers with the expertise, resources, professionalism, and results expected from a global industry leader – with the attention to detail and commitment to community of a local service provider.

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

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

### **Emergency Repair Service**

Johnson Controls service team provides emergency and/or call-as-needed service. Dispatched through our 24-hour operation center, professional tradesmen and technicians are available whenever and wherever needed. We have the capabilities to answer emergency calls within two hours of the original call if required by the customer. We also provide next day service for routine service calls.

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



*Our service team provides:*

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

## Maintenance

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

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

### Reactive Maintenance

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

### Preventative Maintenance

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

### Predictive Maintenance

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

### Proactive Maintenance

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

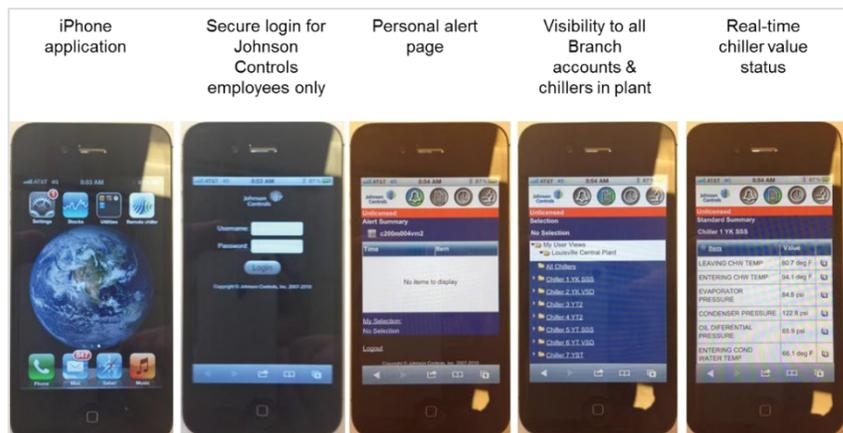
## Johnson Controls Connected Services

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

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

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

This application also allows our customers to sign off on completed work, which is immediately available for viewing on the **Customer Portal**. This tool also gives our technicians access to the internet for updated information on third party equipment and Johnson Controls compiled database on third party equipment.



## Affiliation with Energy or Business Organizations

In addition to affiliations with countless local groups, Johnson Controls has affiliations with the following industry, community, and environmental organizations.

### U.S. 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.



### NAESCO

Johnson Controls earned the highest accreditation of the National Association of Energy Services Companies (NAESCO), which is Energy Service Provider.

NAESCO is a national trade association that has been promoting the benefits of the widespread use of energy efficiency for more than 25 years.

Johnson Controls was one of the first companies accredited by National Association of Energy Service Companies (NAESCO) as an energy service company (ESCO) in May 1997 (the program began in May 1996).



Our company was first accredited as an Energy Service Provider (ESP) in May 2003, the first time it was even possible to apply for an ESP, signifying our leadership in the energy efficiency industry.

Our Director of State Government Solutions, Charles McGinnis, is on the Board of Directors for NAESCO, showing our commitment to the growth of this industry and increasing benefits to our customers.

The significance of the NAESCO accreditation lies in the high level of expertise required to obtain it. Applications are reviewed by a committee of industry experts who are unaffiliated with any ESCO or other company under consideration for accreditation. Applicants undergo a rigorous examination of their core competencies and business practices. The review committee also consults with selected customer references. Evaluation criteria include:

- The nature of the applicant's business
- The range of measures and services offered to customers
- The availability of a performance-based project approach
- Ethical business practice commitment
- Engineering, financing, project management, operations, and maintenance capabilities
- The capability of verifying and monitoring energy cost savings

Accredited Energy Service Providers also possess the technical capabilities and managerial competence to provide energy supply through the development and implementation of build/own/operate distributed generation, cogeneration, combined heat and power projects, or arrangement of firm contracting of energy supply.

## Leadership in Energy and Environmental Design

As a charter member of the U.S. Green Building Council's (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 more than 1,200 LEED credentialed employees, we are able to help our clients navigate the LEED rating system and certification process for both new and existing buildings.

## ISO Registration

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

## Sustainability

Johnson Controls is involved in the following sustainability organizations:

- Better Buildings Challenge, U.S. Department of Energy
- Business Council for Sustainable Energy
- Carbon Disclosure Project-Supply Chain program
- Center for Climate and Energy Solutions' (C2ES) Business Environmental Leadership Council
- Clinton Global Initiative
- The Conference Board
- Corporate Environmental Enforcement Coalition (CEEC)
- ENERGY STAR Low Carbon IT Campaign
- European Partnership for Energy and the Environment (EPEE)
- Renewable Energy & Energy Efficiency Partnership
- Supplier Partnership for the Environment
- United Nations Global Compact
- United States Energy Association (USEA)
- United States EPA SmartWay
- United States Green Button Initiative
- World Environment Center (WEC)



## Ethics and Governance

Johnson Controls has been named one of the "**World's Most Ethical Companies**" for over 10 years by the Ethisphere Institute. Ethisphere is dedicated to the creation, advancement and sharing of best practices in business ethics, corporate social responsibility, anti-corruption and sustainability. We are one of a select group of companies to make this prestigious list for all nine years of its existence.



Corporate Responsibility Magazine has recognized our long-standing commitment to corporate responsibility. Year after year, the magazine ranks Johnson Controls among the **100 Best Corporate Citizens**. The performance of each company is analyzed based on seven key areas: climate change, employee relations, environmental, financial, governance, human rights, and philanthropy.

## Diversity

Johnson Controls was recognized by US Black Engineer & Information Technology magazine as a top supporter of historically black colleges and universities. The magazine recognized our commitment to supporting diversity and the development of top technologists, scientists and engineers at HBCUs and other minority institutions. To achieve the magazine's honor, businesses must meet several support criteria, including faculty development, scholarships, student projects, infrastructure modernization, research, and career opportunities.



We are proud to have received the following recognition of our efforts in supporting diversity and DBEs:

- Diversity Inc. 25 Noteworthy Company 2013
- 2012 Chrysler Supplier of the Year Award for Supplier Diversity
- 2012 Superior Award for Supplier Diversity Initiatives from Toyota North America
- 2011 Ford World Excellence Award for Supplier Diversity
- 2012 Best Diversity Companies Diversity/Careers in Engineering and Information Technology
- 2011 "Corporation of the Year" by the South Region Minority Supplier Development Council
- Recognized as 2010 "Corporation of the Year" by the Michigan Minority Supplier Development Council
- DiversityBusiness.com named Johnson Controls to its Top 50 Organizations for Multicultural Business Opportunities in 2010.
- Johnson Controls is the first business-to-business company to be honored twice as Corporation of the Year by the National Minority Supplier Development Council (NMSDC) in 2003 and 2008.
- 2007 - "CEO Diversity Leadership Award" was presented to Chairman and CEO John Barth and seven other chief executive officers, for his commitment to diversity and inclusion. Barth has made minority business development a priority for everyone at Johnson Controls. The award was presented Nov. 1, 2007 in Washington D.C. from Diversity Best Practices (DBP) and the Business Women's Network.
- 2006 - John Barth, then chairman and chief executive officer of Johnson Controls, was honored with the 2006 Leadership Award from the National Minority Supplier Development Council (NMSDC), which is given to executives for their significant long-term achievements in minority business development.
- 2001-2005 sponsor of Trumpet Awards, an annual event created by Turner Broadcasting that honors the accomplishments of Black Americans who have succeeded against immense odds
- 2004 "Corporation of the Year" - Tennessee Minority Supplier Development Council
- Awarded the U.S. Black Engineer Supplier Diversity Award in 2005
- Florida Minority Supplier Development Council (FMSDC) 2004 Corporation of the Year Award
- Corporation of the Year Award from the Greater Atlanta Economic Alliance 2003



## Staffing / Personnel

When embarking on a major project like an energy savings performance contract, you want to choose a proven contractor that is responsible, experienced, and has employees with the expertise and knowledge to work efficiently and make the best choices for your facilities.

Worldwide, Johnson Controls has more than 128,000 employees. The Buildings group has over 50,000 employees in more than 125 countries. In the United States alone, our company has more than 44,000 employees, including nearly 19,000 employees supporting energy efficiency and building controls projects.

In addition to professional licenses in all 50 states, our team members hold licenses, certifications, and accreditations by various professional organizations. Professional certification or accreditation indicates a certain proven amount of knowledge and experience in a particular subject area. 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 table below identifies just a few of the professional certifications held by Johnson Controls team members, relevant to energy efficiency projects. 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.

Professional Category	Number of Representatives within Johnson Controls
Licensed Professional Engineers – PE	110
LEED Credentialed Professionals (LEED AP and LEED-GA)	900
Certified Energy Managers (CEM)	249
Certified Measurement and Verification Professionals (CMVP)	93
Certified Energy Auditors (CEA)	42
Certified Business Energy Professionals (CBEP)	15
Certified Building Commissioning Professionals (CBCP)	15
Certified Energy Procurement Professional	4
Certified Demand-Side Professionals (CDSP)	12
Certified Sustainable Development Professionals (CSDP)	7
Certified Green Building Engineers (GBE)	7
Certified Carbon Reduction Managers (CRM)	4

These leadership resources will have oversight over any TIPS contract that results from this RFQ process.

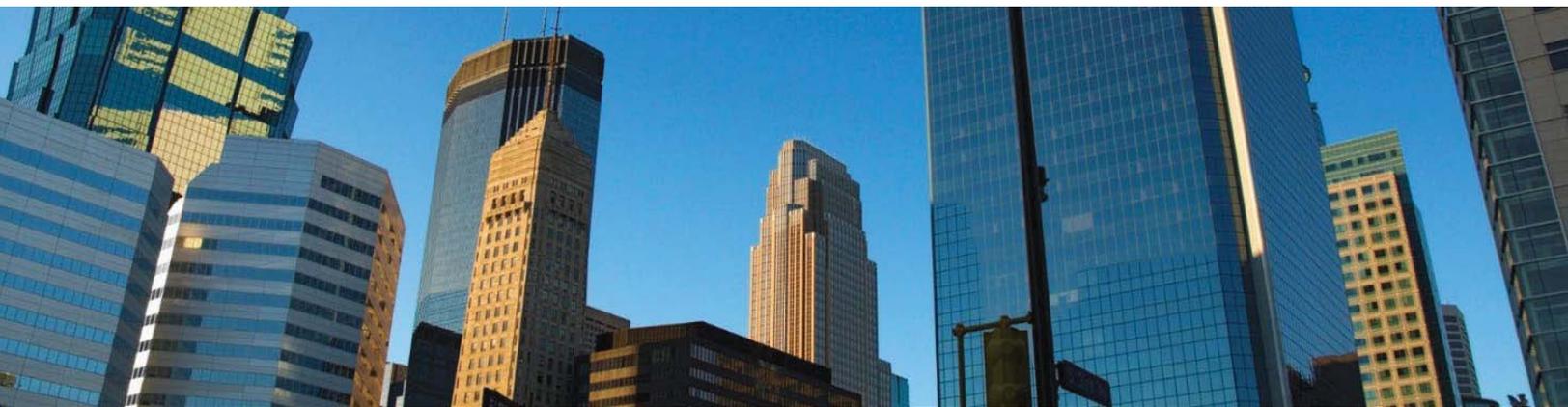
### **Al Young Vice President & General Manager Building Technologies & Solutions North America**

Over the past 28 years Al has held numerous sales, operations, and general management roles. Prior to his current role, Al was the vice president of NA Business operations where he oversaw day-to-day business operations, maintained a focus on growth, productivity and cash flow, drives safety, and customer satisfaction across North America.

Throughout his years of service, Al has served in numerous positions within the company including; vice president of North America branch sales; vice president of HVAC Sales, Systems NA; vice president and general manager of the systems Mid-Atlantic region; and general manager of the Philadelphia branch. Al has a Bachelor's Degree in Mechanical Engineering from Drexel University.

### **Charles McGinnis, VP Sales, Energy Solutions**

Joining Johnson Controls in 2000, Chuck has held positions of increasing responsibility in Branch Management, Regional Management and National Director roles, most recently serving as Director of Higher Education and State Government for Energy Solutions. He has been a two-time Masters sales recognition winner and Chairman's Team Award recipient for Global Growth. Chuck holds a bachelor's degree in Business Administration/Marketing from the University of Wisconsin-Stout and an Executive Master's degree of Business Administration from the University of Wisconsin. Prior to Johnson Controls, Chuck worked for Honeywell, Erie Controls, North American Mechanical Inc. and Siemens Building Technologies in sales management, product management, operations, and general management roles. He has more than 30 years of industry experience.



# Financial Strength

## Financial Viability

Johnson Controls is a financially solid Fortune 100 company with annual revenue exceeding \$30 billion. Our strength and longevity are important as you look for a partner to accept financial risk for facility improvements. We have the financial resources to support each and every customer for as long as they require our services. As a company that has been around for over 130 years, you can ensure that we will be there to support you long after this project reaches the finish line.

As an industry leader, we have considerable financial resources to support our customers and ensure they can achieve their desired objectives. Since the early 1980s, we have provided financing for ESPC projects. We are able to raise substantial capital, both debt and equity, to finance our performance contracting activities. Financing is not a profit center for Johnson Controls. We work closely with many lending organizations worldwide. Due to our corporate size, financial strength, and history, our customers receive the most competitive financing rates and terms available.

As with all aspects of our approach, savings generated by the performance energy project will offset costs associated with interest or the cost of capital. In addition, our financial strength enables us to properly invest in the development, research, and engineering necessary to make each effort successful without out-of-pocket costs incurred by our customers.

In addition, Johnson Controls' financial reputation in the industry is monitored regularly. Our credit ratings information is summarized below:

	Long-Term Rating	Short-Term Rating	Outlook
<b>Moody's:</b>	Baa1	P-2	Stable
<b>S&amp;P:</b>	BBB+	A-2	Stable
<b>Fitch:</b>	BBB+	F-2	Stable
<b>D&amp;B Rating:</b>	5A3		

## Honoring Our Guarantee

Since 2000, we have generated \$7.5 billion in energy cost savings for our customers. Our yearly payout for shortfalls averages less than 1% of the guarantee amount. This number illustrates our high-level of performance. In the rare case where savings do not match our estimates, we honor our guarantee by giving you the choice of monetary compensation or additional equipment and services.

We have a straightforward process that defines, measures, tracks, and reconciles performance contracts in a fair and transparent manner. Our process, outlined below, has been refined through the implementation of more than 3,000 projects.

- Johnson Controls guarantees the savings amount in the contract.
- We begin monitoring the savings performance at the onset of the construction period and continue throughout the guarantee period. At the same time, we suggest and implement operational enhancements to fine-tune the overall performance.
- We monitor savings during the year, produce scheduled reports that describe the results, and reconcile the guarantee at the end of each year (or as dictated by the M&V plan).
- If the dollar savings are equal to or greater than the guarantee amount, you receive all of the excess benefit. If there is a shortfall, Johnson Controls will pay the difference between the actual and the guaranteed amount in the form of a check or as additional equipment and services.
- We repeat the annual tracking and reconciliation process each year throughout the term of the agreement.

## Financing Capability and Lines of Credit

The following excerpt from our Form 10-Q for the quarterly period ending December 31, 2016, addresses our financing capability and lines of credit. Our most recent annual report has been uploaded to the TIPS system for your review.

### Liquidity and Capital Resources:

The Company believes its capital resources and liquidity position at December 31, 2016 are adequate to meet projected needs. The Company believes requirements for working capital, capital expenditures, dividends, stock repurchases, minimum pension contributions, debt maturities and any potential acquisitions in fiscal 2017 will continue be funded from operations, supplemented by short- and long-term borrowings, if required. The Company currently manages its short-term debt position in the U.S. and euro commercial paper markets and bank loan markets. In the event the Company and its wholly-owned indirect subsidiary, Tyco International Holding S.à.r.l ("TSarl"), are unable to issue commercial paper, they would have the ability to draw on their \$2.0 billion and \$1.0 billion revolving credit facilities, respectively. Both facilities mature in August 2020. There were no draws on the revolving credit facilities as of December 31, 2016. As such, the Company believes it has sufficient financial resources to fund operations and meet its obligations for the foreseeable future.

Johnson Controls has helped customers arrange financing for billions of dollars of energy improvements in their facilities. Our Structured Finance Team presents financing solutions and programs that drive successful project execution and financial performance.

Our team considers various aspects of our customer's financial situation and project parameters to design the best deal structure. We believe in flexibility in order to match the right financing structure with what is best for you and most appropriate for the project. Structured Finance has relationships with multiple financiers to ensure that you have access to financing at the lowest cost with minimal risk.

Ben Speed, Executive Director Structured Finance, and his team focus on their mission to use innovative financing structures, relationships, and asset management techniques to assist with financing solutions for our customers. He has expertise with project finance, project development, deal structuring, and contract negotiations. In addition to his 15 years of finance experience, Ben has extensive experience with project sales, development, construction, and operations. He has worked with a wide range of customers, including governments, school districts, universities, hospitals, and corporations.

### **Contingent Payment Program**

This option is an alternative to traditional debt financing. In the Contingent Payment program, the customer would not borrow money from a bank or bond investors. Instead, Johnson Controls would fund the cost of the project and would allow the customer to pay for the project over time. The customer would not make any payments to Johnson Controls until the project is completed. Once the installation is complete, the customer would make scheduled payments to Johnson Controls equal to the amount of savings that the project is expected to deliver.

Most importantly, the customer does not have an unconditional debt obligation to Johnson Controls. Instead, the amount that the customer pays is "contingent" upon Johnson Controls' delivery of savings. If Johnson Controls does not deliver the savings as expected, the customer is able to withhold the shortfall amount from its payment. This variable structure creates a maximum payment amount that could be due, but no minimum. Johnson Controls bears the risk if it fails to deliver the savings.

### **Lease-Purchase with Third-Party Banks**

For most clients, the most common form of financing for performance contract projects is a tax-exempt lease-purchase. Johnson Controls can leverage its deep relationship with lenders to structure a lease payment schedule that corresponds to the savings generated to create a cash flow neutral transaction so that the lease does not create a financial strain for our customers. We can help identify lenders that can offer lease-purchase terms that are as long as the law will allow. The longer amortization term allows the implementation of more facility improvements with the same amount of savings. This reduces the amount of upgrades that a customer needs to purchase through its capital budget or other debt financing.

### **Lease-Purchase with Johnson Controls**

Johnson Controls can enter into a lease-purchase directly with the customer. Johnson Controls would use the same strategy to maximize the term so that the customer gets as many upgrades as possible and still be cash flow neutral with savings and debt service. From the customer's perspective, they receive an installment purchase arrangement with Johnson Controls rather than borrowing directly from a bank or bond issuance. Johnson Controls assigns its receivables to manage project liquidity.

### **Qualified Energy Conservation Bonds (QECB)**

In 2009, Congress authorized the funding of \$3.2 billion for states, territories, large local governments, and tribal governments to issue QECBs to finance renewable energy and energy efficiency projects. QECBs do not have an expiration, but the quantity available is limited to the original allocation. The treasury pays 70% of the financing rate, which gives the owner a much lower cost to ultimately fund projects. A 20% energy reduction is one of the requirements to qualify for this funding instrument.

## **Power Purchase Agreements**

For energy generation projects, such as central utility plants and solar PV arrays, Johnson Controls and its financial partners can offer a Power Purchase Agreement (PPA) program that installs new equipment, transfers operational and capital responsibility and enables our customers to buy energy output. This works with a retrofit or expansion of an existing plant as well as with new construction. This arrangement allows our customers to focus on their core mission, transfer risk and simply pay for chilled water, hot water, steam or electricity.

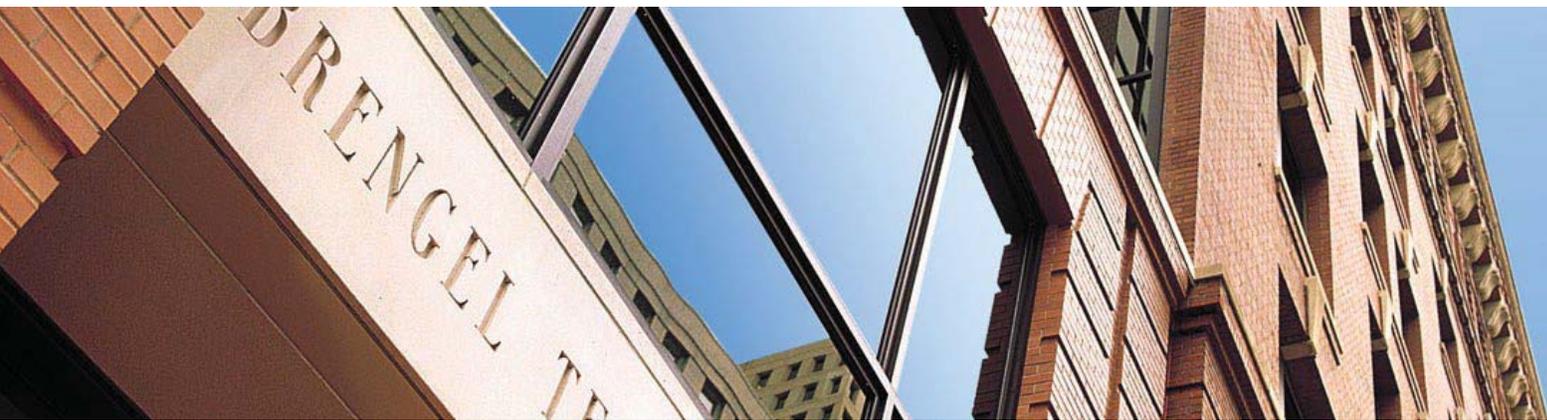
## **LoneSTAR Revolving Loan Program**

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

## **Grants, Rebates & Incentives**

Customers have full access to our Grant Research and Development team, which has helped secure more than \$372 million in alternative sources of funding for our clients since 2009: government and private grants, utility rebates and incentives, and government subsidized loans.

Focusing on each client's needs, our grant team will collaborate to identify financial support to expedite and ensure successful implementation. After researching opportunities, a Johnson Controls grant specialist can help customers navigate the competitive grant application process by providing research and data coordination, writing assistance, and editing and formatting services. We also provide follow-up services, including a post-award kick-off meeting to provide the project team with an overview of program and financial requirements, as well as compliance and reporting information. The assigned grant specialist is available to provide information and answer questions about funding requirements throughout the project period.



## Bonding Capacity

The following pages contain a letter from Liberty Mutual Surety that describes our ability to bond savings through a third party surety.

According to Moody's Investor Service, Johnson Controls has a **Baa2** long-term and **Prime-2** short-term rating.