Form C

EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS, AND SOLUTIONS REQUEST

Company Name: Johnson Control s,I rc.

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
8.20, pg 29	Asbestos Containing-Materials and Other Hazardous Materials.	See explanation on following page	See below.
N/A	Waiver of Consequential Damages and Limitation of Liability	See explanation on following page	See below.

Proposer's Signature: _____ **Date:** 03/02/2017

NJPA's clarification on exceptions listed above:

The proposed exceptions are not accepted. They are site specific and addressed specifically in Member's purchase orders.

LEGAL Initials 5-1-17 Date

State of wisconsin, county of milwaukee
on this 2nd day of march, 2017
signed by Danya Foster, Notary Public
my certification expires may 30, 2020
Danya Foster

Asbestos Containing-Materials and Other Hazardous Materials.

(a) Asbestos-Containing Materials: Neither Party desires to or is licensed to undertake direct obligations relating to the identification, abatement, cleanup, control, removal or disposal of asbestos-containing materials ("ACM"). Consistent with applicable laws, Owner shall supply JCI with any information in its possession relating to the presence of ACM in areas where JCI undertakes any Work or Services that may result in the disturbance of ACM. If either Owner or JCI becomes aware of or suspects the presence of ACM that may be disturbed by JCI's Work or Services, it shall immediately stop the Work or Services in the affected area and notify the other's contacts. As between Owner and JCI, Owner shall be responsible at its sole expense for addressing the potential for or the presence of ACM in conformance with all applicable laws and addressing the impact of its disturbance before JCI continues with its Work or Services, unless JCI had actual knowledge that ACM was present and acted with intentional disregard of that knowledge, in which case (i) JCI shall be responsible at is sole expense for remediating areas impacted by the disturbance of the ACM, and (ii) Owner shall resume its responsibilities for the ACM after JCI's remediation has been completed.

(b) Other Hazardous Materials: "Hazardous Materials" means any material or substance that, whether by its nature or use, is now or hereafter defined or regulated as a hazardous waste, hazardous substance, pollutant or contaminant under any local, state or federal law, regulation or ordinance, relating to or addressing public and employee health and safety and protection of the environment, or which is toxic, explosive, corrosive, flammable, radioactive, carcinogenic, mutagenic or otherwise hazardous or which is or contains petroleum, gasoline, diesel, fuel, another petroleum hydrocarbon product or polychlorinated biphenyls. "Hazardous Materials" specifically includes mold and lead-based paints and specifically excludes ACM. JCI shall have no obligations relating to the identification, abatement, cleanup, control, removal or disposal of mold, regardless of the cause of the mold. JCI shall be responsible for removing or disposing of any Hazardous Materials that it uses in providing Work or Services ("JCI Hazardous Materials") and for the remediation of any areas impacted by the release of JCI Hazardous Materials. For other Hazardous Materials that may be otherwise present at its facilities ("Non-JCI Hazardous Materials"), Owner shall supply JCI with any information in its possession relating to the presence of such materials if their presence may affect JCI's performance of the Work or Services. If either Owner or JCI becomes aware of or suspects the presence of Non-JCI Hazardous Materials that may interfere with JCI's Work or Services, it shall immediately stop the Work or Services in the affected area and notify the other's contacts. As between Owner and JCI, Owner shall be responsible at its sole expense for removing and disposing of Non-JCI Hazardous Materials from it facilities and the remediation of any areas impacted by the release of the Non-JCI Hazardous Materials, unless JCI had actual knowledge that Non-JCI Hazardous Materials were present and acted with intentional disregard of that knowledge, in which case (i) JCI shall be responsible at its sole expense for the remediation of any areas impacted by its release of such Hazardous Materials, and (ii) Owner shall remain responsible at its sole expense for the removal of Hazardous Materials that have not been released and for releases not resulting from JCI's performance of the Work or Services.

(c) Environmental Indemnity: Notwithstanding any other provision of the Contract, and to the fullest extent permitted by law, Owner shall indemnify and hold harmless JCI and its subcontractors, and their respective directors, officers, employees, agents, representatives, shareholders, affiliates, and assigns and successors, from and against any and all losses, costs, damages, expenses (including reasonable legal fees and defense costs), claims, causes of action or liability, directly or indirectly, relating to or arising from the Owner's use, or the storage, release, discharge, handling or presence of ACM, mold (actual or alleged and regardless of the cause of such condition) or Non-JCI Hazardous Materials on, under or about the facility, or the noncompliance with this section titled, "Asbestos Containing-Materials and Other Hazardous Materials."

Waiver of Consequential Damages and Limitation of Liability

In no event, whether in contract, tort or otherwise (including breach of warranty, negligence and strict liability in tort), will a party be liable for indirect or consequential (including loss of business, loss of profits, and the like), exemplary, punitive or special damages, even if such party has been advised of the possibility of such damages in advance and even if a remedy set forth herein is found to have failed of its essential purpose. In no event shall JCI be liable for any damages in excess of the Contract Amount.

Contract Award
RFP #030817

FORM D

Formal Offering of Proposal
(To be completed only by the Proposer)

HVAC SYSTEMS, INSTALLATION, AND SERVICE WITH RELATED PRODUCTS AND SUPPLIES

In compliance with the Request for Proposal (RFP) for HVAC SYSTEMS, INSTALLATION, AND SERVICE WITH RELATED PRODUCTS AND SUPPLIES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: Johnson Controls, Inc. Date: 03/02/2017

Company Address: 5757 North Green Bay Avenue, P.O. Box 591

City: Milwaukee State: WI Zip: 53201

Contact Person: Andrew Pergande Title: Andrew.Pergande@jci.com

Authorized Signature: Brandon Jackson
(Name printed or typed)

State of Wisconsin, County of Milwaukee
on this 2nd day of March, 2017
Signed by Danya Foster, Notary Public.
my certification expires May 30, 2020
Danya Foster

FORM E
CONTRACT ACCEPTANCE AND AWARD

(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

NJPA Contract #: 030817-JHN

Proposer's full legal name: Johnson Controls, Inc.

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be May 8, 2017 and will expire on May 8, 2021 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:

NJPA DIRECTOR OF COOPERATIVE CONTRACTS AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on May 8, 2017

NJPA Contract # 030817-JHN

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Johnson Controls

Authorized Signatory's Title GPO / Corporative Manager

VENDOR AUTHORIZED SIGNATURE

Andrew Pergande
(NAME PRINTED OR TYPED)

Executed on 5/8, 2017

NJPA Contract # 030817-JHN

Form F

PROPOSER ASSURANCE OF COMPLIANCE

Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.

2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.

3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.

4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.

5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.

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

7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: Johnson Controls, Inc.

Address: 5757 North Green Bay Avenue, P.O. Box 591

City/State/Zip: Milwaukee, WI 53201

Telephone Number: 414 524 4708

E-mail Address: Brandon.L.Jackson@jci.com

Authorized Signature: _____

Authorized Name (printed): Brandon Jackson

Title: Vice President of Branch Sales

Date: 03/02/2017

Notarized

Subscribed and sworn to before me this 2nd day of March, 2017

Notary Public in and for the County of Milwaukee State of WI

My commission expires: May 30, 2020

Signature: Danyia Potts

Form P

PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: Johnson Controls

Questionnaire completed by: Andrew Pergande

Payment Terms and Financing Options

1) What are your payment terms (e.g., net 10, net 30)?

Johnson Controls uses Net 30 payment terms.

2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?

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

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

Johnson Controls will help NJPA members:

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

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

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

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

3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.

Systems and Services North America has a wholly owned branch network that provides proposals directly to customers for requested product or service purchases. Each proposal procured through the NJPA contract will have the NJPA contract number and will be logged. Upon customer award, each sale will be reported to NJPA quarterly (or on NJPA's desired frequency).

4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

We do accept P-card procurement and payment, and we do not pass on any fees to the customer.

Warranty

5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.
Do your warranties cover all products, parts, and labor?
Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?
Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?
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?
What are your proposed exchange and return programs and policies?

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

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

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

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

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

The following table provides answers to the questions from the RFP.

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 NJPA 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.

6) Describe any service contract options for the items included in your proposal.

We will guarantee the performance of our company's labor by supplying proposals based on our nationwide project-estimating program, Project Estimating Tool. This program has been refined over many years using thousands of service calls to establish acceptable rates and labor hours to perform mechanical tasks.

As described in Form A, question 19, 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.

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

Pricing, Delivery, Audits, and Administrative Fee

7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

Johnson Controls offers efficient energy solutions for all types of buildings. We have been the leader in high quality building environments and mechanical services and contracting for decades. We are the market leader in performance contracting, with a greater market share and more experience than any of our competitors.

We offer NJPA members experience and expertise in HVAC system design, installation, and service. This include such items as smart building services, controls, building automation systems, lighting, and building envelop. We also provide distribution systems, cogeneration plants, water conservation, and water and sewage systems. Our renewable energy offerings include solar, wind, microgrids, and distributed energy storage.

We have installed our products 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.

Our 4,500 front-line service providers operate out of 160 company-owned branch locations, providing local expertise that is able to respond to customer needs 24 hours a day, 7 days a week. As a vendor neutral company, we service all makes and models of equipment. We also provide assistance to our customers with finding and procuring grants and rebates, public relations campaigns, training, and energy awareness education for your residents, students, or guests.

8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

This agreement will apply to all Johnson Controls Systems and Services North America (SSNA) branches across the United States. Johnson Controls strives to be a company that is easy to do business with. Therefore, our approach for this opportunity is to keep our pricing model simple, easy to use, and transparent.

Labor Rates

For labor rates, each branch location has **published street labor rates** that are **competitive in their local markets.** We will be using the approach **discounting 10%** off of our local branch published street rates (benchmark: Our labor pricing approach is the same approach utilized by Johnson Controls for GSA Schedule 84, which can be used by most state and local government entities). Local labor rates change annually.

Equipment, Controls, and Solutions

- For equipment, controls, fire alarm, and parts manufactured by Johnson Controls, our approach is to discount off of our North American List Price (NALP)
- For outside purchased HVAC equipment, controls, fire, security, technology equipment, and miscellaneous components, our approach is to mark up over our cost
- For Packaged Central Plant solutions (400-4500 tons), cooling towers and pumps, our price depends upon the complexity and size of the system
- HVAC Specialty Air Quality Products are custom built, so pricing will vary
- For miscellaneous 3rd party parts, mechanical subcontracts, electrical subcontracts, piping subcontracts, insulation subcontracts, job services such as cranes, facilities assessments, job specific tools, management & engineering services and surveys, our approach is to mark up over our cost as verified by 3rd party invoice to Johnson Controls.

Pricing Table

The following table describes our pricing for the services products and services offered:

Product/Service	Discount Type	Discount
Non-Johnson Controls HVAC control, security, fire and equipment products: includes subcontracts, non-Johnson Controls controls, assessments, tools, management & engineering services and surveys	Mark up over cost	Cost + 30%
Miscellaneous parts	Mark up over cost	Cost + 30%
York Chillers (air-cooled and water cooled)	Discounts from North America List Price (NALP)	NALP less 55%
York Air Handling Equipment	Discounts from North America List Price (NALP)	NALP less 55%
Johnson Controls Terminal Units (VAV & FCU)	Discounts from North America List Price (NALP)	NALP less 55%

Johnson Controls Commercial Unitary Equipment (Series 5-40)	Discounts from North America List Price (NALP)	NALP less 55%
Johnson Controls Large Commercial Unitary Equipment (Series 100)	Discounts from North America List Price (NALP)	NALP less 55%
Johnson Controls DDC controls & Johnson Controls Security products	Discounts from North America List Price (NALP)	NALP less 55%
Fire Alarm Systems	Discount from list price	List less 15%
Johnson Controls Labor	Local Branch Published Street Labor Rates	Local Branch Published Street Rate less 10%
Packaged Central Plant (400-4500 tons)	Pricing varies depending upon complexity, but customers will receive a minimum of a 5% discount	

Pricing Notes:

1. All labor rates are based upon standard hours.
2. Overtime rates (afterhours, Saturday, Sunday): 1.5 x standard labor rates
3. Overtime rates (Holidays): 2 x standard labor rates
4. Per diem rates: Based upon location and job role to be provided
5. Minimum charge of 4 hours for all overtime work
6. Local branch published street labor rates may be updated annually at the discretion of each local branch

Not to exceed pricing:

The above pricing is submitted as not to exceed pricing and can be adjusted lower but cannot exceed the pricing above for those projects purchased under the agreement. Customer must indicate on the purchase order their intent to use the NJPA Agreement.

9) **Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.**

Discounts vary based on equipment and labor. Maximum equipment discounts are 55%. See our response to question 8.

10) The pricing offered in this proposal is

~~_____a. the same as the Proposer typically offers to an individual municipality, university, or school district.~~

____X___b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.

____X___c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.

~~_____d. other than what the Proposer typically offers (please describe).~~

Both B and C apply to our response. Depending on the opportunity, the discounts will be **equal or better** than we offer to GPOs.

11) Describe any quantity or volume discounts or rebate programs that you offer.

Volume discounts will be considered on a project-by-project basis. Most SSNA solutions are customized for each facility and do not qualify for volume discounts.

12) Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.

We supply these items at cost + 30%.

13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.

We offer turnkey pricing that includes all costs. Everything included in the costs is documented in the contract.

14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.

Shipping costs are included, as is disposal.

15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

Shipping costs are included in the price.

16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

We strive to achieve just in time delivery to avoid storage costs and costs associated with damage that can occur when equipment and parts are stored on site or in a facility for any length of time. Additionally, we do not enforce your warranty until we reach substantial completion. This helps save our customers a little money by not starting the warranty period too early, when the system is not yet in use.

17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.

Pricing calculations under the NJPA contract will leverage estimating tools with defined pricing discounts for NJPA members. This pricing methodology makes it easy for our field organization and customers to understand pricing practices. Pricing transparency is provided to the customer with each NJPA proposal including reference to the NJPA contract. Pricing for large sales often have multiple reviews (sales, sales management, and cooperative program office). Small transactional sales are sample reviewed by the cooperative program office. If a pricing discrepancy would be identified all sales by that sales rep through the NJPA contract would be self-audited. The sales reporting and administrative fee remittance function is independent from the field sales organization. Fee processing is completed by a centralized GPO and cooperative processing team. This process will help to eliminate issues relating to unreported sales or missing fees under the NJPA contract. The centralized team utilizes data contained with our Customer Relationship Management system, booking system, and cooperative proposal log to help ensure completeness in sales reporting and fee submission.

18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

We propose a 1.5% annual administration fee with a reduction to 1% in any subsequent year that total contract volume exceeds $60M.

Industry-Specific Questions

19) For the solutions that you are proposing in your response, what is your market share relating to NJPA's specific member sectors (i.e., governmental, educational, or not-for-profit entities)? If you are unable to cite reasonably accurate data or credible estimates, please state this.

Our market share in the Education and Government vertical markets are:

Item	2014	2015	2016
Education	25.4%	22.4%	23.1%
Government	21.2%	23.6%	23.1%

We do not track market share data for non-profit customers.

20) Detail your ongoing training programs for your service/installation technicians, including the training frequency and time requirements.

Annual mandatory training for front-line service providers typically includes training in safety, sexual harassment class, diversity, ethics, manager training, energy management, fire and life safety, HVAC mechanical services, life sciences, building controls, networking and connectivity, security systems, systems integration, and others.

Mandatory training for all employees typically includes training in sexual harassment, diversity, and ethics.

Johnson Controls also encourages external training that develops employees' skill and knowledge base, thus promoting career growth and development. External training is also provided as needed to meet account-specific requirements.

For injury prevention, it is critical that employees understand the hazards and potential hazards they could encounter when working on the job. The SSA Safety Training Program focuses on the identification of hazards specific to Johnson Controls work, and the safe work practices necessary to eliminate or control the hazardous conditions identified. As part of the annual or monthly training, employees are encouraged to discuss individual safety experiences on what has and hasn't worked from their perspective. To the extent that lessons learned play a role in accident prevention, employees can save their co-workers from potential injury by discussing these experiences along with their accidents or near misses. Through training and discussion, the idea is to help employees develop a personal stake in the process of making a worksite safer.

Field supervisors receive safety training at a minimum of annually during a kick-off session held during the first quarter of the fiscal year. In addition to a review of relevant safety issues and Area office safety metrics, a train-the-trainer session is conducted for field supervision. In this session, the supervisor learns to conduct the annual safety training for their employees (down to the specific topics chosen for the year), along with the process and resources for conducting and documenting monthly toolbox training.

At a minimum, team leaders conduct toolbox safety training for their team on a monthly basis. A "Toolbox of the Month" topic is posted on the Advisor Safety homepage and is retrieved by the team leader to conduct the training. The "Toolbox of the Month" format is used as a means to convey recent Group/Area safety issues, injury information, and other up-to-the minute safety topics. Each quarter, the supervisor completes a safety checklist in place of a toolbox session. This checklist is used to validate each employee's understanding of the safety training topics discussed earlier

in the year. The checklist is on Advisor, in place of the Toolbox of the Month topic each quarter. The completed checklists are documented the same way as monthly toolbox training. Additional toolbox topics are also available on the Advisor and in handbook format. The supervisor uses these topics to supplement the Toolbox of the Month or to provide training on an as needed basis based on the type of work being performed, the environment, and/or customer requirements.

21) Describe and demonstrate what specifically differentiates you from your key competitors in the areas of organizational structure and product/service offerings.

Our extensive branch network of 4,500 front-line service providers nationwide is **100% company owned** and operated. Full ownership of our branch network benefits our customers because we are able to provide:

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

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

Additionally, we have entire teams dedicated to State Government, Higher Education, K-12 Schools and Districts, Local Government, Federal Government, Healthcare, and Public Housing. Our ability to dedicate resources and specialize in these markets ensures that NJPA members will receive service from experts with extensive experience serving similar customers in similar facilities facing similar problems.

22) In addition to the general narrative of equipment/products and related services requested in Form P, question 7, describe in detail what is included within your response in terms of installation, maintenance, and turn-key services.

We sell, install, commission, maintain, and service customers with cooling, HVAC, heating, energy management, and controls systems needs. Our 4,500 front-line service providers operate out of 160 company-owned branch locations, providing local expertise that is able to respond to customer needs 24 hours a day, 7 days a week.

Our turnkey projects provide equipment, installation, and your choice of maintenance and service needs for a single price. However, our value goes beyond equipment and maintenance programs. We have specialized experts and the experience to improve efficiency at your facilities, address maintenance issues, and prolong the life of the equipment through a life cycle program management approach, increase responsiveness through technical advantages and knowhow, and improve efficiency and downtime. Johnson Controls offers NJPA members the broadest array of offerings to maximize their savings, upgrade their infrastructure, and allow them to invest in staff, facilities, and their communities.

Working with the Johnson Controls team, you can expect:

- Expertise delivered by highly skilled and trained teams
- Expertise delivered by our project managers and engineers who develop solutions to reduce operational costs and improve environmental conditions
- A fast response from our local branches serving the entire state(s)
- A high level of trust through consistent service delivery, accountability and communication
- A flexible service solution with options that can be tailored to meet your requirements and budget
- The highest degree of service, utilizing innovative industry-leading technologies
- Risk mitigation to protect your building and equipment investments

23) Which industry-specific quality management system certifications (if any) does your company hold? You may also include applicable ISO certifications in your answer.

Johnson Controls is ISO:9001 compliant.

Signature: _____ Date: _____

Signature: _____ Date: 03/02/2017

State of Wisconsin, County of Milwaukee
on this 2nd day of March, 2017
signed by Danya Foster, Notary Public
my certification expires May 30, 2020

Danya Foster

Sourcewell Contract #030817-JHN - Maturity Date: 05/08/2021 **Mod Request Clarification of Mileage and Fuel Surcharge 10-9-2019**

The following table describes our pricing for the services products and services offered:

Product/Service	Discount Type	Discount
Non-Johnson Controls HVAC control, security, fire and equipment products: includes subcontracts, non-Johnson Controls, controls, assessments, tools, management & engineering services and surveys	Mark up over cost	Cost + 30%
Miscellaneous parts	Mark up over cost	Cost + 30%
York Chillers (air-cooled and water cooled)	Discounts from North America List Price (NALP)	NALP less 55%
York Air Handling Equipment	Discounts from North America List Price (NALP)	NALP less 55%
Johnson Controls Terminal Units (VAV & FCU)	Discounts from North America List Price (NALP)	NALP less 55%
Johnson Controls Commercial Unitary Equipment (Series 5-40)	Discounts from North America List Price (NALP)	NALP less 55%
Johnson Controls Large Commercial Unitary Equipment (Series 100)	Discounts from North America List Price (NALP)	NALP less 55%
Johnson Controls DDC controls & Johnson Controls Security products	Discounts from North America List Price (NALP)	NALP less 55%
Fire Alarm Systems	Discount from list price	List less 15%
Johnson Controls Labor	Local Branch Published Street Labor Rates	Local Branch Published Street Rate less 10%
Packaged Central Plant (400-4500 tons)	Pricing varies depending upon complexity, but customers will receive a minimum of a 5% discount	
Energy Efficient Projects with General Requirements and internal/external Purchase Orders for Construction	All Related Services and Products	Cost Plus 30%

Pricing Notes:

1. All labor rates are based upon standard hours.
2. Overtime rates (afterhours, Saturday, Sunday): 1.5 x standard labor rates
3. Overtime rates (Holidays): 2 x standard labor rates
4. Per diem rates: Based upon location and job role to be provided
5. Minimum charge of 4 hours for all overtime work
6. Local branch published street labor rates may be updated annually at the discretion of each local branch
7. The Mileage Charge for USA is $1.84 per Mile. The Fuel Surcharge fee is $15.00. (Applied to Service Calls)

Not to exceed pricing:

The above pricing is submitted as not to exceed pricing and can be adjusted lower but cannot exceed the pricing above for those projects purchased under the agreement. Customer must indicate on the purchase order their intent to use the Sourcewell Agreement.