10

SUBJECT: PIGGYBACK GSA CONTRACT #GS-07F-190CA, FOR HVAC EQUIPMENT, INSTALLATION AND FACILITY SERVICES

BID #: PSC-0470-17 **OPEN DATE:**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: PIGGYBACK CONTRACT- FROM DATE OF AWARD THROUGH AUGUST 31, 2020

AGENCY: PUBLIC BUILDINGS

BASIS OF AWARD: PER PIGGYBACK CONTRACT

NUMBER OF BIDS INVITED: ( ) **NUMBER RECEIVED**: ( ) **OTHER** ( )

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommended approval to ratify award to October 1, 2022 through date of award.

Recommend approval to amend and increase piggyback award with Johnson Controls, Inc. (contract #9572-04), increase in the amount of $3,000,000.00, to add a Planned Service Proposal/Agreement for HVAC Facility Services to include Inspections and Preventative Maintenance along with Scheduled Service Materials on Chiller and Chiller Related Equipment for FY23. The cost for the Planned Service Agreement will be $84,990.00 for five buildings, for the Period of Service from date of award through September 30, 2023. The extension of the GSA contract remains through August 31, 2025. Total revised maximum expenditure amount not-to-exceed in the amount of $10,911,868.38.

This award is to be funded by various accounts and executed by contract amendment through Office of General Counsel and processed by individual releases.

Attachments: Recommendation Memo, Johnson Controls Planned Service Proposal, Current Certificate Insurance, Previous Award(s)

BUYER: _____ **RESPECTFULLY SUBMITTED** _____
JACLYN STAMOS DUSTIN FREEMAN, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: **Roy Birbal, Chief, Public Buildings Division**

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

City of Jacksonville, Florida

Lenny Curry, Mayor

Department of Public Works
Public Buildings Division
555 W. 44th Street
Jacksonville, FL 32208
(904) 255-4343
www.coj.net

ONE CITY. ONE JACKSONVILLE.

October 26, 2022

MEMORANDUM

TO: Dustin L. Freeman, Chief, Procurement Division

THRU: Steven D. Long, Jr., P.E., Director, Department of Public Works

FROM: Roy Birbal, Chief

SUBJECT: Johnson Controls, Inc.
PSC-0470-17 Piggybacking General Services Administration (GSA) Federal Supply Schedule Contract # GS-07F-190CA Schedule 84 for HVAC Equipment, Installation and Facility Services. Request to Amend and Increase Award

The Public Buildings Division recommends approval to amend and increase award PSC-0470-17 as follows:

1. Increase the maximum indebtedness by Three Million Dollars ($3,000,000.00).
2. Add a Planned Service Proposal/Agreement for HVAC Facility Services to include Inspections and Preventative Maintenance along with Scheduled Service Materials on Chiller and Chiller Related Equipment for FY23 as described in Johnson Controls, Inc. Planned Service Proposal (Exhibit 10 Revised) dated October 24, 2022 in connection with GSA Contract GS-07F-190CA Schedule 84.

The Planned Service Agreement is for the period 10/01/2022 through 09/30/2023 and applies on the buildings listed below at an annual cost of $84,990.00.

BLDG #	Building Name	Address	Annual Cost
0104	City Hall at St. James	117 W. Duval Street	$ 27,393.00
0201	Department of Health	515 W. 6th Street	$ 7,601.00
0442	Fire/Rescue Administration Building (EOC)	515 N. Julia Street	$ 12,137.00
0323	Police Memorial Building	501 E. Bay Street	$ 18,262.00
0337	Pre-Trial Detention Facility	500 E. Adams Street	$ 19,597.00
		Total:	**$ 84,990.00**

If approved, both above items will be documented by formal amendment to City Contract # 9572-04 through the Office of General Counsel. Funding will be encumbered by individual releases against the master blanket, dependent on funding, the appropriate account and fiscal year.

City of Jacksonville, Florida

Lenny Curry, Mayor

Department of Public Works
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ONE CITY. ONE JACKSONVILLE.

The revised maximum indebtedness will be ~~$10,996,858.38~~: $10 996,868.38 JP

Your assistance in concurring with this recommendation for the respective award would be appreciated.

If you have questions or need additional information, please contact Sheila Kuhl in Public Buildings at 904-255-4340.

Attachments:

- Johnson Controls, Inc. Planned Service Proposal (Exhibit 10 Revised) to Contract 9572-04
- Current Certificate of Insurance
- Prior Award

cc: John Ashe, Public Works Accounting Manager
Jaclyn Stamos, Purchasing Analyst
Sheila Kuhl, Contract Administration Coordinator

Johnson Controls planned service proposal

Prepared for CITY OF JACKSONVILLE PUBLIC BUILDINGS

Exhibit 10

Customer
CITY OF JACKSONVILLE PUBLIC BUILDINGS

Local Johnson Controls Office
4820 EXECUTIVE PARK CT STE 109
JACKSONVILLE, FL 32216-6003

Agreement Start Date:
10/01/2022

Proposal Date
08/25/2022

Estimate No:
1-1HS694AF

Partnering with you to deliver value-driven solutions

Every day, we transform the environments where people live, work, learn and play. From optimizing building performance to improving safety and enhancing comfort, we are here to power your mission.

A Planned Service Agreement with Johnson Controls provides you with a customized service strategy designed around the needs of your facility. Our approach features a combination of scheduled, predictive and preventative maintenance services that focus on your goals.

As your building technology services partner, Johnson Controls delivers an unmatched service experience delivered by factory-trained, highly skilled technicians who optimize operations of the buildings we work with, creating productive and safe environments for the people within.

By integrating our service expertise with innovative processes and technologies, our value-driven planned service solutions deliver sustainable results, minimize equipment downtime and maximize occupant comfort.

With more than a century of healthy buildings expertise, Johnson Controls leverages technologies to successfully deliver smart solutions to facilities worldwide.

FROST & SULLIVAN

2020 Award | North American Company of the Year for Innovation in Smart Connected Chillers

Johnson Controls was recognized by Frost & Sullivan as the 2020 North American Company of the Year for innovation in the Smart connected Chillers market

Executive summary

Planned service proposal for CITY OF JACKSONVILLE PUBLIC BUILDINGS

Dear Jeremy Wright,

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

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

- In this proposal we are offering a basic service agreement for 1 Year starting 10/01/2022 and ending 09/30/2023 in connection with GSA Contract GS-07F-190CA.
- The agreement price for first year is $84,990.00; see Schedule A, Supplemental Price, and Payment Terms, for pricing by building.
- The equipment options and number of visits being provided for each piece of equipment are described in Schedule A, Equipment list.

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

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

Please contact me if you have any questions.

Sincerely,

Paul Dekle
Account Manager
(904) 426-8783

The power behind **your mission**

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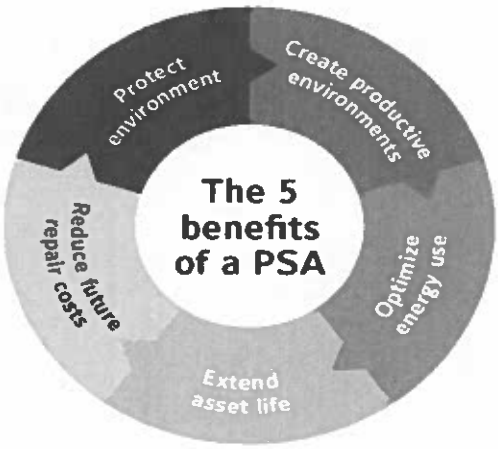
Benefits of planned service

A Planned Service Agreement with Johnson Controls will allow you to optimize your building's facility performance, providing dependability, sustainability and energy efficiency. You'll get a value-driven solution that fits your specific goals, delivered with the attention of a local service company backed by the resources of a global organization.



With this Planned Service Agreement, Johnson Controls can help you achieve the following five objectives:

1. **Identify energy savings Opportunities**
   Since HVAC equipment accounts for a major portion of a building's energy usage, keeping your system performing at optimum levels may lead to a significant reduction in energy costs.
2. **Reduce future repair costs**
   Routine maintenance may maximize the life of your equipment and may reduce equipment breakdowns.
3. **Extend asset life**
   Through proactive, factory-recommended maintenance, the life of your HVAC assets may be extended, maximizing the return on your investment.
4. **Ensure productive environments**
   Whether creating a comfortable place where employees can be productive or controlling a space to meet specialized needs, maintenance can help you achieve an optimal environment for the work that is being accomplished
5. **Promote environmental health and safety**
   When proper indoor conditions and plant requirements are maintained, business outcomes may be improved by minimizing sick leave, reducing accidents, minimizing greenhouse gas emissions and managing refrigerant requirements.

All of the services we perform on your equipment are aligned with "The 5 Values of Planned Maintenance" and our technicians understand how the work they perform can help you accomplish your business objectives.

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Our partnership

Personalized account management

A Planned Service Agreement also provides you with the support of an entire team that knows your site and can closely work with you on budget planning and asset management. Your local Johnson Controls account management team can help guide planned replacement, energy retrofits and other building improvement projects. You'll have peace of mind that an entire team of skilled professionals will be looking out for what is best for your facility and budget.

A culture of safety

Johnson Controls technicians take safety seriously and personally, and integrate it into everything they do. All of our technicians participate in regular and thorough safety training. Because of their personal commitment, we are a leader in the HVAC service industry for workplace safety performance. This means that you do not have to worry about us when we are on your site.

Commitment to customer satisfaction

Throughout the term of your Planned Service Agreement, we will periodically survey you and use your feedback to continue to make improvements to our service processes and products. Our goal is to deliver the most consistent and complete service experience possible. To meet this goal, we've developed and implemented standards and procedures to ensure you receive the ultimate service experience – every time.

Energy & sustainability

A more sustainable world one building at a time – Johnson Controls is a company that started more than 125 years ago with a product that reduced energy use in buildings. We've been saving energy for customers ever since. Today, Johnson Controls is a global leader in creating smart environments where people live, work and play, helping to create a more comfortable, safe and sustainable world.

The value of integrity

Johnson Controls has a long, proud history of integrity. We do what we say we will do and stand behind our commitments. Our good reputation builds trust and loyalty. In recognition for our commitment to ethics across our global operations, we are honored to be named one of the World's Most Ethical Companies by Ethisphere Institute, a leading think tank dedicated to business ethics and corporate social responsibility. In addition, Corporate Responsibility Magazine recognizes Johnson Controls as one of the top companies in its annual "100 Best Corporate Citizens" list.

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Service delivery

As part of the delivery of this Planned Service Agreement, Johnson Controls will dedicate a local customer service agent responsible for having a clear understanding of the agreement scope, and your facility procedures and protocols.

A high-level overview around our service delivery process is outlined below including scheduling, emergency service, on-site paperwork, communication and performing repairs outside of the agreement scope.

Scheduling

Preventative maintenance service will be scheduled using our automated service management system. In advance of the scheduled service visit, our technician is sent a notice of service to a smartphone. Once the technician acknowledges the request, your customer service agent will call or e-mail your on-site contact to let you know the start date and type of service scheduled.

The technician checks in, wears personal protective equipment, performs the task(s) as assigned, checks out with you and asks for a screen capture signature on the smartphone device. A work order is then e-mailed, faxed or printed for your records.

Emergency services

Emergency service can be provided 7 days a week, 24 hours a day, 365 days a year. During normal business hours, emergency service will be coordinated by the customer service agent. After hours, weekends and holidays, the emergency service number transfers to the Johnson Controls after-hours call center and on-call technicians are dispatched as needed.

Johnson Controls is committed to dispatching a technician within hours of receiving your call through the service line. A work order is e-mailed, faxed or printed for your records. Depending on the terms of your agreement, you may incur charges for after hour services.

Communication

A detailed communication plan will be provided to you so you know how often we will provide information to you regarding your Planned Service Agreement. The communication plan will also provide you with your main contacts at Johnson Controls.

Approval process for non-covered items

Johnson Controls will adhere to your procurement process. No work will be performed outside of the agreement scope without prior approval. Johnson Controls will work with you closely to ensure your procurement process is followed before any non-covered item work is started.

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Summary of services and options

Comprehensive and operational inspections

During comprehensive and operational inspections, Johnson Controls will perform routine checks of the equipment for common issues caused by normal wear and tear on the equipment. Additional tests can be run to confirm the equipment's performance.

Routine maintenance, such as lubrication, cleaning and tightening connections, can be performed depending on the type of equipment being serviced. Routine maintenance is one of the keys to the five values of maintenance – it can help identify energy saving opportunities, reduce future repair costs, extend asset life, ensure productive environments, and promote health and safety.

Chiller Tube Brushing

Dirt, minerals (scale), and/or biological elements (algae) on chiller tubes prevent the efficient transfer of heat from the chilled water to the cool refrigerant. This requires operation of the chiller unit at lower evaporator (chiller) temperatures to accomplish the same level or capacity of cooling to satisfy building load. Johnson Controls technicians will brush the tubes to improve heat transfer and system efficiency. When required, they will make recommendations for hard mineral (scale) removal. This service does not include chemical treatment required to control or eliminate biohazards such as Legionella unless chemical water treatment services have been added as a separate option.

Tower/Basin Cleaning

During operation, a cooling tower becomes a natural repository for wind-blown debris. This debris has a tendency to collect in the tower's sump/basin. Johnson Controls technicians will clean the tower and basin to prevent blockage and potential damage to critical system components. This service does not include chemical treatment required to control or eliminate biohazards such as Legionella unless chemical water treatment services have been added as a separate option.

Vibration Analysis - Chiller

Johnson Controls maintains the world's largest database of vibration signatures based on more than 50,000 chiller analyses. Data from your chiller is collected by Johnson Controls personnel and uploaded to our predictive diagnostics team for analysis. It is then compared with vibration standards which have been statistically derived from 20 years of compiled data using patented formulas. This allows you to identify and correct potential issues before they cause unscheduled downtime.

Customer Portal / Service Information Access

The Johnson Controls customer portal is the online gateway to easily access various elements of your service information. This real-time, self-service mechanism is just one more way for you to stay in touch with our service within your facilities. Using the internet, you can view service call history by location, monitor agreements, as well as view asset and invoice information.

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Summary

Thank you for considering Johnson Controls as your building technology services partner. The following agreement document includes all the details surrounding your Planned Service Agreement.

With planned service from Johnson Controls, you'll get a value-driven solution that can help optimize your building controls and equipment performance, providing dependability, sustainability and energy efficiency. You'll get a solution that fits your specific goals, delivered with the attention of a local service company backed by the resources of a global organization.

The power behind **your mission**

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Planned Service Agreement

Customer Name :	CITY OF JACKSONVILLE PUBLIC BUILDINGS
Address:	117 W DUVAL ST STE 375 JACKSONVILLE,FL 32202-5725
Proposal Date:	08/25/2022
Estimate #:	1-1HS694AF

Scope of Service

Johnson Controls, Inc. ("JCI") and the Customer (collectively the "Parties") agree Preventative Maintenance Services, as defined in Schedule A ("Services"), will be provided by JCI at the Customer's facility. This Planned Service Agreement, the Equipment List, Supplemental Price and Payment Terms, Terms and Conditions, and Schedules attached hereto and incorporated by this reference as if set forth fully herein (collectively the "Agreement"), cover the rights and obligations of both the Customer and JCI.

Extended Service Options for Premium Coverage

If Premium Coverage is selected, on-site repair services to the equipment will be provided as specified in this Agreement for the equipment listed in the attached Equipment List.

Equipment List

Only the equipment listed in the Equipment List will be covered as part of this Agreement. Any changes to the Equipment List must be agreed upon in writing by both Parties.

Term / Automatic Renewal

This Agreement takes effect on 10/01/2022 and will continue until 09/30/2023.

Refrigerant Charges

Refrigerant is not included under this Agreement and will be billed separately to the Customer by JCI.

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Price and Payment Terms

The total Contract Price for JCI's Services during the period 10/1/2021 through 09/30/2022 is $84,990.00. This amount will be paid to JCI in monthly installments. All payments will be due and payable; within 30 days of receipt and such timely payment by Customer shall be a condition precedent to JCI's obligation to perform its Services. A penalty of one and a half percent (1.5%) of the amount due per month shall accrue for payments received after the payment due date. Renewal price adjustments are set forth in the Terms and Conditions.

Invoices will be sent to the following location:

PUBLIC BUILDINGS DIVISION
ATTN ACCOUNTS PAYABLE
117 W DUVAL ST
JACKSONVILLE, FL 32202

☒ In lieu of paper invoices sent to the location above, invoices should be emailed to the following email address: pbinvoicing@coj.net with a copy to skuhl@coj.net

This proposal is valid for thirty days from the proposal date.

JOHNSON CONTROLS Inc.

By: Paul Dekle

Signature:

Title: Account Manager **Date: 08/25/2022**

Signature:

Title: **Date:**

By:

Signature:

Title: **Date:**

Customer PO#:

JCI Branch: **JOHNSON CNTRL JACKSONVILLE GAINESVILLE CB - 0N90**
Address: **4820 EXECUTIVE PARK CT STE 109**
JACKSONVILLE, FL 32216-6003
Branch Phone: **(904) 733-1411**
Branch Email:

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Schedule A - Equipment List

ST JAMES BUILDING	117 W DUVAL ST JACKSONVILLE, FL 32202-3700

Product: Pump, Chilled Water, 11-50 HP

Quantity: 4
Coverage Level: Basic

Services Provided

1	Operational
1	Comprehensive

Customer Tag	Manufacturer	Model #	Serial #
CW Pump 1	Write-In		1-S07HL98
CW Pump 2	Write-In		1-S099I6Y
CW Pump 3	Write-In		1-S099I8M
CW Pump 4	Write-In		1-S099I8W

Product: Chiller, Water Cooled, Screw (Single Compressor), 250-449 Tons

Quantity: 2
Coverage Level: Basic

Services Provided

1	Operational
1	Evaporator Tube Brushing (removal and replacement of one head only)
1	Condenser Tube Brushing (removal and replacement of one head only)
1	Comprehensive
1	Oil Sample and Analysis
1	Vibration Analysis

Customer Tag	Manufacturer	Model #	Serial #
Chiller 1	Trane	RTHB300FLE00LWP00 0UNN3LF3LFVOU	U96J07033
Chiller 2	Trane	RTHB300FLE00LWP00 0UNN3LF3LFVOU	U96J07034

Product: Chiller, Electro-Mechanical Starter (EM), Low Voltage, <260 FLA

Quantity: 3
Coverage Level: Basic

Services Provided

1	Operational
1	Comprehensive

Customer Tag	Manufacturer	Model #	Serial #
Chiller 1 Starter	Trane		1-S099I6C
Chiller 2 Starter	Trane		1-S07HLJQ
Chiller 3 Starter	Trane		1-S07HLNC

Product: Chiller, Water Cooled, Screw (Multiple Compressors), 80-120 Tons

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ST JAMES BUILDING	117 W DUVAL ST JACKSONVILLE, FL 32202-3700

Quantity: 1
Coverage Level: Basic

Services Provided

1	Operational
1	Comprehensive
1	Condenser Tube Brushing (removal and replacement of one head only)
1	Oil Sample and Analysis
1	Vibration Analysis

Customer Tag	Manufacturer	Model #	Serial #
Chiller 3	Trane	RTWA0904YB01D1D0W	U96K07984

Product: Pump, Condenser, 11-50 HP

Quantity: 4
Coverage Level: Basic

Services Provided

1	Operational
1	Comprehensive

Customer Tag	Manufacturer	Model #	Serial #
Cond Pump 1	Write-In		1-S099I96
Cond Pump 2	Write-In		1-S099I9G
Cond Pump 3	Write-In		1-S099I9Q
Cond Pump 4	Write-In		1-S099IA0

Product: Cooling Tower, Gravity Distribution, 300-599 Tons

Quantity: 2
Coverage Level: Basic

Services Provided

1	Operational
1	Tower Cleaning
1	Comprehensive

Customer Tag	Manufacturer	Model #	Serial #
Cooling Tower	Marley Cooling Towers		1-S099I5B
Cooling Tower	Marley Cooling Towers		10021444-A2-N08405TAN4F-10

Product: Contractor - Eddy Current

Quantity: 1
Coverage Level: Basic

Services Provided

1	Contractor - Eddy Current

Customer Tag	Manufacturer	Model #	Serial #
Chiller 1	Trane	RTHB300FLE00LWP000UNN3LF3LFVOU	U96J07033
Chiller 2	Trane	RTHB300FLE00LWP000UNN3LF3LFVOU	U96J07034
Chiller 3	Trane	RTWA0904YB01D1D0W	U96K07984

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PRE-TRIAL DETENTION CENTER	500 E ADAMS ST JACKSONVILLE, FL 32202-2813

Product: Pump, Chilled Water, 11-50 HP

Quantity: 3
Coverage Level: Basic

Services Provided

1	Operational
1	Comprehensive

Customer Tag	Manufacturer	Model #	Serial #
CW Pump 1	JCI_YORK		1-S0K7FS5
CW Pump 2	JCI_YORK		1-S0K7FUY
CW Pump 3	JCI_YORK		1-S0K7FVU

Product: Chiller, Water Cooled, Low Pressure Centrifugal, 250-449 Tons

Quantity: 2
Coverage Level: Basic

Services Provided

1	Operational
1	Vibration Analysis
1	Condenser Tube Brushing (removal and replacement of one head only)
1	Comprehensive
1	Oil Sample and Analysis

Customer Tag	Manufacturer	Model #	Serial #
Chiller 1	JCI_YORK	YTE3E3C2CME	MRP310872
Chiller 2	JCI_YORK	YTE3E3C2CME	MRP310871
Chiller 3	JCI_YORK	YTE3E3C2CME	MRP312280

Product: Chiller, Solid State Starter (SSS), Low Voltage without Coolant, 261-510 FLA

Quantity: 3
Coverage Level: Basic

Services Provided

1	Operational
1	Comprehensive

Customer Tag	Manufacturer	Model #	Serial #
Chiller 1 Starter	JCI_YORK		1-S0K7FIK
Chiller 2 Starter	JCI_YORK		1-S0K7FJF
Chiller 3 Starter	JCI_YORK		1-S0K7FKB

Product: Pump, Condenser, 11-50 HP

Quantity: 3
Coverage Level: Basic

Services Provided

1	Operational
1	Comprehensive

Customer Tag	Manufacturer	Model #	Serial #
Cond Pump 1	JCI_YORK		1-S0K7FWY
Cond Pump 2	JCI_YORK		1-S0K7G5D
Cond Pump 3	JCI_YORK		1-S0KPGEN

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PRE-TRIAL DETENTION CENTER	500 E ADAMS ST JACKSONVILLE, FL 32202-2813

Product: Cooling Tower, Gravity Distribution, 300-599 Tons

Quantity: 3
Coverage Level: Basic

Services Provided

1	Operational
1	Comprehensive
1	Tower Cleaning
1	Oil Change (Gear Box)

Customer Tag	Manufacturer	Model #	Serial #
Cooling Tower 1	Marley Cooling Towers		1-S0H2W8Z
Cooling Tower 2	Marley Cooling Towers		1-S0K7FH7
Cooling Tower 3	Marley Cooling Towers		1-S0K7FHT

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

Quantity: 1
Coverage Level: Basic

Services Provided

1	Operational

Customer Tag	Manufacturer	Model #	Serial #
Chiller 2	York	YKEKCPQ6-EJH	TBD

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POLICE MEMORIAL BUILDING	501 E BAY ST JACKSONVILLE, FL 32202-2927

Product: Pump, Chilled Water, 11-50 HP

Quantity: 2
Coverage Level: Basic

Services Provided
1 Operational
1 Comprehensive

Customer Tag	Manufacturer	Model #	Serial #
CW Pump 1	JCI_YORK		1-S0EG4EW
CW Pump 2	JCI_YORK		1-S0EG4G1

Product: Pump, Condenser, 11-50 HP

Quantity: 2
Coverage Level: Basic

Services Provided
1 Operational
1 Comprehensive

Customer Tag	Manufacturer	Model #	Serial #
Cond Pump 1	JCI_YORK		1-S0ERNL3
Cond Pump 2	JCI_YORK		1-S0ERNLY

Product: Cooling Tower, Gravity Distribution, <300 Tons

Quantity: 2
Coverage Level: Basic

Services Provided
1 Operational
1 Tower Cleaning
1 Comprehensive

Customer Tag	Manufacturer	Model #	Serial #
Cooling Tower 1	Marley Cooling Towers		1-S0EG429
Cooling Tower 2	Marley Cooling Towers		1-S0EG4CC

Product: Chiller, Variable Speed Drive (VSD), Low Voltage, <352 HP

Quantity: 2
Coverage Level: Basic

Services Provided
1 Operational
1 Comprehensive

Customer Tag	Manufacturer	Model #	Serial #
	Write-In		1-1DG13U8M
	Write-In		1-1DG13TZB

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

Quantity: 2

Services Provided
1 Operational

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POLICE MEMORIAL BUILDING	501 E BAY ST JACKSONVILLE, FL 32202-2927

Coverage Level: Basic

1	Comprehensive

Customer Tag	Manufacturer	Model #	Serial #
	JCI_YORK	YVWAMDM4EEAE0250 SAX46BXXSSSXNA	2LAM022402
	Write-In		1-1DG13U8S

Product: Chiller, Air Cooled, Scroll, 61-100 Tons

Quantity: 1

Coverage Level: Basic

Services Provided

1	Operational
1	Comprehensive
1	Condenser Coil Cleaning (with louvers)
1	Oil Sample and Analysis

Customer Tag	Manufacturer	Model #	Serial #
Chiller 3	Trane	CGAM080	U16J57355

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EMERGENCY OPERATIONS CENTER	515 N JULIA ST JACKSONVILLE, FL 32202-4128

Product: Chiller, Water Cooled, Screw (Single Compressor), <250 Tons

Quantity: 1
Coverage Level: Basic

Services Provided

1	Operational
1	Vibration Analysis
1	Oil Sample and Analysis
1	Condenser Tube Brushing (removal and replacement of one head only)
1	Comprehensive

Customer Tag	Manufacturer	Model #	Serial #
Carrier Chiller	Carrier	30HXCI36RY-57IKA	0812019882

Product: Cooling Tower, Gravity Distribution, <300 Tons

Quantity: 2
Coverage Level: Basic

Services Provided

1	Operational
1	Comprehensive
1	Tower Cleaning
1	Oil Change (Gear Box)

Customer Tag	Manufacturer	Model #	Serial #
Cooling Tower, Spray Distribution, 300-599 Tons	Marley Cooling Towers		1-S0LNPKQ
Cooling Tower, Spray Distribution, 600-1200 Tons	Marley Cooling Towers		1-S0LNPJU

Product: Pump, Condenser, 11-50 HP

Quantity: 3
Coverage Level: Basic

Services Provided

1	Operational
1	Comprehensive

Customer Tag	Manufacturer	Model #	Serial #
Pump, Chilled Water, 11-50 HP	JCI_YORK		1-S0LNPPV
Pump, Chilled Water, 11-50 HP	JCI_YORK		1-S0LNPP9
Pump, Chilled Water, 11-50 HP	JCI_YORK		1-S0LNPOE

Product: Pump, Chilled Water, 11-50 HP

Quantity: 3
Coverage Level: Basic

Services Provided

1	Operational
1	Comprehensive

Customer Tag	Manufacturer	Model #	Serial #
Pump, Chilled Water, 11-50 HP	JCI_YORK		1-S0M55N3
Pump, Chilled Water, 11-50 HP	JCI_YORK		1-S0M55MH
Pump, Chilled Water, 11-50 HP	JCI_YORK		1-S0M55IK

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EMERGENCY OPERATIONS CENTER	515 N JULIA ST JACKSONVILLE, FL 32202-4128

Product: Chiller, Water Cooled, Screw (Multiple Compressors), 121-240 Tons

Quantity: 1
Coverage Level: Basic

Services Provided

1	Operational
1	Vibration Analysis
1	Comprehensive
1	Condenser Tube Brushing (removal and replacement of one head only)
1	Oil Sample and Analysis

Customer Tag	Manufacturer	Model #	Serial #
Trane Chiller	Trane	RTWD200F2D02A1A1A A2A1A1Y1D0A40	U00C05608

Product: Chiller, Electro-Mechanical Starter (EM), Low Voltage, <260 FLA

Quantity: 2
Coverage Level: Basic

Services Provided

1	Operational
1	Comprehensive

Customer Tag	Manufacturer	Model #	Serial #
	Carrier		1-S0LNPT0
	Trane		1-S0LNPS5

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HEALTH CENTER	515 W 6TH ST JACKSONVILLE, FL 32206-4324

Product: Chiller, Water Cooled, Screw (Multiple Compressors), 121-240 Tons

Quantity: 1
Coverage Level: Basic

Services Provided

1	Operational
1	Vibration Analysis
1	Condenser Tube Brushing (removal and replacement of one head only)
1	Oil Sample and Analysis
1	Comprehensive

Customer Tag	Manufacturer	Model #	Serial #
Chiller 1	Trane	RTWD200F2D02A1A1A A2A1A1Y1D0A40	U15E02191

Product: Chiller, Electro-Mechanical Starter (EM), Low Voltage, <260 FLA

Quantity: 1
Coverage Level: Basic

Services Provided

1	Operational
1	Comprehensive

Customer Tag	Manufacturer	Model #	Serial #
Chiller 1 Starter	Trane		1-S0ITW2P - FIELD UPD. NEEDED

Product: Cooling Tower, Gravity Distribution, <300 Tons

Quantity: 1
Coverage Level: Basic

Services Provided

1	Operational
1	Tower Cleaning
1	Comprehensive
1	Oil Change (Gear Box)

Customer Tag	Manufacturer	Model #	Serial #
Cooling Tower 1	Marley Cooling Towers		10047876-A1-NC34035M

Product: Pump, Chilled Water, 11-50 HP

Quantity: 2
Coverage Level: Basic

Services Provided

1	Operational
1	Comprehensive

Customer Tag	Manufacturer	Model #	Serial #
	JCI_YORK		1-S0LC68C
	JCI_YORK		1-S0LC62P

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HEALTH CENTER	515 W 6TH ST JACKSONVILLE, FL 32206-4324

Product: Pump, Condenser, 11-50 HP

Quantity: 2

Coverage Level: Basic

Services Provided

1	Operational
1	Comprehensive

Customer Tag	Manufacturer	Model #	Serial #
	JCI_YORK		1-S0LGGSH
	JCI_YORK		1-S0LGGMH

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Equipment tasking

Chiller, Air Cooled, Scroll, 61-100 Tons

Condenser Coil Cleaning (with louvers)	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Spray coil(s) with chemical solution Rinse coil(s) thoroughly with water Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
Oil Sample and Analysis	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Remove sample in approved container Drop off for analysis Label and complete paperwork indicating present operating conditions Document tasks performed during visit and report any observations to appropriate customer representative
Operational	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Review control panel for proper operation and recorded fault histories Check for proper chilled water flow Check system pressures and temperatures Check refrigerant charge (sight glass) Check for proper capacity control operation Check for proper crank case heater operation (if applicable) Check for visual signs of refrigerant/oil leak(s) Check for unusual noise and vibration Check for proper condenser fan operation Check overall condition of unit Record and log all operating parameters Document tasks performed during visit and report any observations to appropriate customer representative
Comprehensive	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Review control panel for proper operation and recorded fault histories Check for visual signs of refrigerant/oil leak(s) Conduct refrigerant leak check Check for proper crank case heater operation (if applicable) Perform lock-out and tag-out procedure Inspect condenser fan and compressor contactors for wear Check and tighten electrical connections Perform preventative procedures to flow proving devices Check for unusual noise and vibration Check overall condition of unit Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative

Chiller, Electro-Mechanical Starter (EM), Low Voltage, <260 FLA

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Comprehensive	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Check for proper EM operation Measure and record operating amperages and voltages if appropriate instrumentation is present Perform low voltage lock-out and tag-out procedure Inspect starter contacts for signs of wear Inspect filters, clean and/or replace as required Meg compressor motor Check and tighten electrical connections Check for heat damage Clean inside the EM cabinet Check overall condition of unit Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
Operational	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Measure and record operating amperages and voltages if appropriate instrumentation is present Check for proper fan operation (if applicable) Inspect filters, clean and/or replace as required Check overall condition of unit Document tasks performed during visit and report any observations to appropriate customer representative

Chiller, Solid State Starter (SSS), Low Voltage without Coolant, 261-510 FLA

Comprehensive	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Review control panel for proper SSS operation and recorded fault histories Inspect filters, clean and/or replace as required Meg compressor motor Check and tighten electrical connections Check for heat damage Clean inside the SSS cabinet Check overall condition of unit Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
Operational	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Review control panel for proper SSS operation and recorded fault histories Check for proper fan operation Inspect filters, clean and/or replace as required Check overall condition of unit Document tasks performed during visit and report any observations to appropriate customer representative

Chiller, Variable Speed Drive (VSD), Low Voltage, <352 HP

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

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Review control panel for proper VSD operation and recorded fault histories
Visually inspect coolant circuit for leaks
Check condition of coolant hoses
Meg compressor motor
Check and tighten electrical connections
Inspect fuses for continuity
Check for heat damage
Replace coolant and ensure proper level
Clean inside the VSD cabinet
Clean and/or backflush heat exchanger and strainer
Check overall condition of unit
Remove and dispose any debris from any maintenance activity
Document tasks performed during visit and report any observations to appropriate customer representative

Operational

All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Review control panel for proper VSD operation and recorded fault histories
Visually inspect coolant circuit for leaks
Check for proper coolant level
Check condition of coolant hoses
Check overall condition of unit
Document tasks performed during visit and report any observations to appropriate customer representative

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

Operational

All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Review control panel for proper operation and recorded fault histories
Check for proper condenser and chilled water flow
Check system pressures and temperatures
Check refrigerant levels
Check compressor oil level(s)
Check capacity control and linkage
Check for proper oil temperature and pressure
Lubricate motor bearings (per manufacturer's recommendations)
Visually inspect for refrigerant and oil leaks
Check for unusual noise and vibration
Check overall condition of unit
Record oil level in seal oil bottle
Check for proper operation of oil return system
Record and log all operating parameters
Document tasks performed during visit and report any observations to appropriate customer representative

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

Operational

All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Review control panel for proper operation and recorded fault histories
Check for proper condenser and chilled water flow
Check system pressures and temperatures
Check refrigerant levels
Check compressor oil level(s)
Check capacity control and linkage

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	Check for proper oil temperature and pressure Check for proper purge operation Verify leak integrity of machine via purge count Visually inspect for refrigerant and oil leaks Check for unusual noise and vibration Check overall condition of unit Record oil level in seal oil bottle Check for proper operation of oil return system Record and log all operating parameters Document tasks performed during visit and report any observations to appropriate customer representative
Vibration Analysis	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Record equipment specific information for reference Install pads and labels (if applicable) Install sensors in proper location. Start equipment and run at normal operating conditions. Record readings and remove sensors. Submit readings for report generation and deliver to customer with recommendations. Document tasks performed during visit and report any observations to appropriate customer representative
Comprehensive	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Review control panel for proper operation and recorded fault histories Check compressor oil level(s) Change oil filters (isolation valves must be present and functional) Change oil educter filter dryer (isolation valves must be present and functional) Check for proper purge operation Verify leak integrity of machine via purge count Change purge filter dryers/strainers Lubricate and check capacity control and linkage Verify oil heater operation Check and tighten electrical connections Perform preventative procedures to flow proving devices Lubricate motor bearings (per manufacturer's recommendations) Check for unusual noise and vibration Check overall condition of unit Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
Condenser Tube Brushing (removal and replacement of one head only)	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Isolate tubes Drain water from tubes Remove head Mechanically brush tubes Replace gasket Replace head Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
Oil Sample and Analysis	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies

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	Remove sample in approved container Drop off for analysis Label and complete paperwork indicating present operating conditions Document tasks performed during visit and report any observations to appropriate customer representative
	Chiller, Water Cooled, Screw (Multiple Compressors), 121-240 Tons
Vibration Analysis	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Record equipment specific information for reference Install pads and labels (if applicable) Install sensors in proper location. Start equipment and run at normal operating conditions. Record readings and remove sensors. Submit readings for report generation and deliver to customer with recommendations. Document tasks performed during visit and report any observations to appropriate customer representative
Condenser Tube Brushing (removal and replacement of one head only)	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Isolate tubes Drain water from tubes Remove head Mechanically brush tubes Replace gasket Replace head Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
Oil Sample and Analysis	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Remove sample in approved container Drop off for analysis Label and complete paperwork indicating present operating conditions Document tasks performed during visit and report any observations to appropriate customer representative
Operational	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Review control panel for proper operation and recorded fault histories Check for proper condenser and chilled water flow Check system pressures and temperatures Check refrigerant charge (sight glass) Check oil separator level Check for proper capacity control operation Check for proper oil temperature and pressure Check for visual signs of refrigerant/oil leak(s) Check for unusual noise and vibration Check overall condition of unit Check for proper operation of oil return system Record and log all operating parameters Document tasks performed during visit and report any observations to appropriate customer representative

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

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

Operational	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Review control panel for proper operation and recorded fault histories Check for proper condenser and chilled water flow Check system pressures and temperatures Check refrigerant charge (sight glass) Check oil separator level Check for proper capacity control operation Check for proper oil temperature and pressure Check for visual signs of refrigerant/oil leak(s) Check for unusual noise and vibration Check overall condition of unit Check for proper operation of oil return system Record and log all operating parameters Document tasks performed during visit and report any observations to appropriate customer representative
Comprehensive	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Review control panel for proper operation and recorded fault histories Conduct refrigerant leak check Check oil separator level Verify oil heater operation Perform lock-out and tag-out procedure Inspect contactors for wear Meg compressor motors and record results Check and tighten electrical connections Perform preventative procedures to flow proving devices Check for unusual noise and vibration Check overall condition of unit Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative

Chiller, Water Cooled, Screw (Multiple Compressors), 80-120 Tons

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Vibration Analysis	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Record equipment specific information for reference Install pads and labels (if applicable) Install sensors in proper location. Start equipment and run at normal operating conditions. Record readings and remove sensors. Submit readings for report generation and deliver to customer with recommendations. Document tasks performed during visit and report any observations to appropriate customer representative
Condenser Tube Brushing (removal and replacement of one head only)	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Isolate tubes Drain water from tubes Remove head Mechanically brush tubes Replace gasket Replace head Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
Oil Sample and Analysis	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Remove sample in approved container Drop off for analysis Label and complete paperwork indicating present operating conditions Document tasks performed during visit and report any observations to appropriate customer representative
Operational	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Review control panel for proper operation and recorded fault histories Check for proper condenser and chilled water flow Check system pressures and temperatures Check refrigerant charge (sight glass) Check oil separator level Check for proper capacity control operation Check for proper oil temperature and pressure Check for visual signs of refrigerant/oil leak(s) Check for unusual noise and vibration Check overall condition of unit Check for proper operation of oil return system Record and log all operating parameters Document tasks performed during visit and report any observations to appropriate customer representative
Comprehensive	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Review control panel for proper operation and recorded fault histories Conduct refrigerant leak check Check oil separator level Verify oil heater operation Perform lock-out and tag-out procedure Inspect contactors for wear Meg compressor motors and record results

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	Check and tighten electrical connections Perform preventative procedures to flow proving devices Check for unusual noise and vibration Check overall condition of unit Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
	Chiller, Water Cooled, Screw (Single Compressor), 250-449 Tons
Vibration Analysis	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Record equipment specific information for reference Install pads and labels (if applicable) Install sensors in proper location. Start equipment and run at normal operating conditions. Record readings and remove sensors. Submit readings for report generation and deliver to customer with recommendations. Document tasks performed during visit and report any observations to appropriate customer representative
Condenser Tube Brushing (removal and replacement of one head only)	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Isolate tubes Drain water from tubes Remove head Mechanically brush tubes Replace gasket Replace head Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
Evaporator Tube Brushing (removal and replacement of one head only)	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Isolate tubes Drain water from tubes Remove head Mechanically brush tubes Replace gasket Replace head Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
Oil Sample and Analysis	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Remove sample in approved container Drop off for analysis Label and complete paperwork indicating present operating conditions Document tasks performed during visit and report any observations to appropriate customer representative
Operational	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies

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	Review control panel for proper operation and recorded fault histories Check for proper condenser and chilled water flow Check system pressures and temperatures Check refrigerant charge (sight glass) Check oil separator level Check for proper capacity control operation Check for proper oil temperature and pressure Check for visual signs of refrigerant/oil leak(s) Check for unusual noise and vibration Check overall condition of unit Record oil level in seal oil bottle Check for proper operation of oil return system Record and log all operating parameters Document tasks performed during visit and report any observations to appropriate customer representative
Comprehensive	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Review control panel for proper operation and recorded fault histories Conduct refrigerant leak check Check oil separator level Record oil level in seal oil bottle Change oil filters (isolation valves must be present and functional) Change oil educter filter dryer (isolation valves must be present and functional) Verify oil heater operation Check and tighten electrical connections Perform preventative procedures to flow proving devices Lubricate motor bearings (per manufacturer's recommendations) Check for unusual noise and vibration Check overall condition of unit Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
	Chiller, Water Cooled, Screw (Single Compressor), <250 Tons
Vibration Analysis	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Record equipment specific information for reference Install pads and labels (if applicable) Install sensors in proper location. Start equipment and run at normal operating conditions. Record readings and remove sensors. Submit readings for report generation and deliver to customer with recommendations. Document tasks performed during visit and report any observations to appropriate customer representative
Condenser Tube Brushing (removal and replacement of one head only)	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Isolate tubes Drain water from tubes Remove head Mechanically brush tubes Replace gasket Replace head Remove and dispose any debris from any maintenance activity

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	Document tasks performed during visit and report any observations to appropriate customer representative
Oil Sample and Analysis	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Remove sample in approved container Drop off for analysis Label and complete paperwork indicating present operating conditions Document tasks performed during visit and report any observations to appropriate customer representative
Operational	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Review control panel for proper operation and recorded fault histories Check for proper condenser and chilled water flow Check system pressures and temperatures Check refrigerant charge (sight glass) Check oil separator level Check for proper capacity control operation Check for proper oil temperature and pressure Check for visual signs of refrigerant/oil leak(s) Check for unusual noise and vibration Check overall condition of unit Record oil level in seal oil bottle Check for proper operation of oil return system Record and log all operating parameters Document tasks performed during visit and report any observations to appropriate customer representative
Comprehensive	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Review control panel for proper operation and recorded fault histories Conduct refrigerant leak check Check oil separator level Record oil level in seal oil bottle Change oil filters (isolation valves must be present and functional) Change oil educter filter dryer (isolation valves must be present and functional) Verify oil heater operation Check and tighten electrical connections Perform preventative procedures to flow proving devices Lubricate motor bearings (per manufacturer's recommendations) Check for unusual noise and vibration Check overall condition of unit Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
	Cooling Tower, Gravity Distribution, 300-599 Tons
Comprehensive	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Check condition of sump and basin Check for proper operation of make up water controller and adjust as needed Disassemble and clean sump level sensor (if applicable) Check for proper condenser water temperature control (if applicable) Check operation of bypass valve (if applicable) Check condition of tower fill

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Check for blockage in water distributers
Check fan mechanical drive system and lubricate per manufacturer's recommendation
Check belt(s) (if applicable)
Check and tighten electrical connections
Check operation of basin heater (if applicable)
Check tower sump screens
Check for unusual noise and vibration
Check overall condition of unit
Remove and dispose any debris from any maintenance activity
Document tasks performed during visit and report any observations to appropriate customer representative

Oil Change (Gear Box)

All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Remove used oil
Refill unit with new manufacturer recommended oil
Energize unit
Remove and dispose any debris from any maintenance activity
Document tasks performed during visit and report any observations to appropriate customer representative

Operational

All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Check condition of sump and basin
Check for proper operation of make up water controller
Check for proper condenser water temperature control (if applicable)
Check operation of bypass valve (if applicable)
Check condition of tower fill
Check for blockage in water distributers
Check fan mechanical drive system
Check belt(s) (if applicable)
Check operation of basin heater (if applicable)
Check for unusual noise and vibration
Check overall condition of unit
Document tasks performed during visit and report any observations to appropriate customer representative

Tower Cleaning

All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Drain tower and basin
Remove soot and debris
Clean basin
Fill tower and basin
Remove and dispose any debris from any maintenance activity
Document tasks performed during visit and report any observations to appropriate customer representative

Cooling Tower, Gravity Distribution, <300 Tons

Comprehensive

All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Check condition of sump and basin
Check for proper operation of make up water controller and adjust as needed
Disassemble and clean sump level sensor (if applicable)
Check for proper condenser water temperature control (if applicable)
Check operation of bypass valve (if applicable)

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	Check condition of tower fill Check for blockage in water distributers Check fan mechanical drive system and lubricate per manufacturer's recommendation Check belt(s) (if applicable) Check and tighten electrical connections Check operation of basin heater (if applicable) Check tower sump screens Check for unusual noise and vibration Check overall condition of unit Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
Oil Change (Gear Box)	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Remove used oil Refill unit with new manufacturer recommended oil Energize unit Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
Operational	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Check condition of sump and basin Check for proper operation of make up water controller Check for proper condenser water temperature control (if applicable) Check operation of bypass valve (if applicable) Check condition of tower fill Check for blockage in water distributers Check fan mechanical drive system Check belt(s) (if applicable) Check operation of basin heater (if applicable) Check for unusual noise and vibration Check overall condition of unit Document tasks performed during visit and report any observations to appropriate customer representative
Tower Cleaning	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Drain tower and basin Remove soot and debris Clean basin Fill tower and basin Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
	Pump, Chilled Water, 11-50 HP
Comprehensive	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Check for leaks Check coupling Lubricate pump and motor bearing(s) per manufacturer's recommendation Record and log all operating parameters

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	Check for unusual noise and vibration Check overall condition of unit Document tasks performed during visit and report any observations to appropriate customer representative
Operational	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Check for leaks Check pressures Visually inspect coupling Check for unusual noise and vibration Check overall condition of unit Document tasks performed during visit and report any observations to appropriate customer representative
	Pump, Condenser, 11-50 HP
Comprehensive	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Check for leaks Check coupling Lubricate pump and motor bearing(s) per manufacturer's recommendation Record and log all operating parameters Check for unusual noise and vibration Check overall condition of unit Document tasks performed during visit and report any observations to appropriate customer representative
Operational	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Check for leaks Check pressures Visually inspect coupling Check for unusual noise and vibration Check overall condition of unit Document tasks performed during visit and report any observations to appropriate customer representative

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Supplemental Price & Payment Terms

Building	Monthly Price	12 Month Price
EOC	$1,011.42	$12,137.00
Health Center	$633.42	$7,601.00
Pretrial	$1,633.08	$19,597.00
St. James	$2,282.75	$27,393.00
PMB	$1,521.83	$18,262.00
Total	**$7082.50**	**$84,990.00**

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Special Additions and Exceptions

1. Refrigerant is not included in pricing
2. Repair Labor and Repair Materials outside the scope of these defined services will be provided using approved rates in GSA contract GS-07F-190CA

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TERMS AND CONDITIONS
DEFINITIONS (REV 4/22)

DIGITAL ENABLED SERVICES mean services provided hereunder that employ JCI software and cloud-hosted software offerings and tools to improve and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting.

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

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

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

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

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

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

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

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

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

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

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

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

A. JCI'S SERVICES FOR COVERED EQUIPMENT

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

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

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

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

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the ROC are responsible for damages. Customer is responsible for any and all costs and expenses arising from Customer's failure to provide timely updates for any of the contact information submitted to the ROC.

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

B. OUT OF SCOPE SERVICES

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

C. EXCLUSIONS

JCI's Services and warranty obligations expressly exclude:

(a) the repair or replacement of ductwork, casings, cabinets, structural supports, tower fill/slats/basin, hydronic and pneumatic piping, and vessels, gaskets, and piping not normally replaced or maintained on a scheduled basis, and removal of oil from pneumatic piping;

(b) disposal of hazardous wastes (except as otherwise expressly provided herein);

(c) disinfecting of chiller condenser water systems and other components for biohazards, such as but not limited to, Legionella unless explicitly set forth in the scope of services between the parties. Unless explicitly provide for within the scope of services, this is Out of Scope Services and the Customer's exclusive responsibility to make arrangements for such services with a provider other than JCI. Mentions of chiller tube cleaning, condenser cleaning, cooling tower cleaning or boiler tube cleaning in any scope of services, only involve work to remove normal buildup of debris and scale using tube brush cleaning, pressure washing or acid flushing. Reference to such cleaning does not include chemical cleaning, disinfection or chemical water treatment required to eliminate, control or disinfect against biohazards such as but not limited to Legionella;

(d) refrigerant; supplies, accessories, or any items normally consumed during the use of Covered Equipment, such as ribbons, bulbs and paper;

(e) the furnishing of materials and supplies for painting or refinishing equipment;

(f) the repair or replacement of wire in conduit, buried cable/transmission lines, or the like, if not normally replaced or maintained on a scheduled basis;

(g) replacement of obsolete parts; and

(h) damages of any kind, including but not limited to personal injury, death, property damage, and the costs of repairs or service resulting from:

- abuse, misuse, alterations, adjustments, attachments, combinations, modifications, or repairs to Covered Equipment not performed, provided, or approved in writing by JCI;
- equipment not covered by this Agreement or attachments made to Covered Equipment;
- acts or omissions of the Customer, including but not limited to the failure of the Customer to fulfill the Customer Obligations and Commitments to JCI as described in Section F of this Agreement, operator error, Customer's failure to conduct preventive maintenance, issues resulting from Customer's previous denial of JCI access to the Covered Equipment, and Customer's failure to keep the site clean and free of dust, sand, or other particles or debris, unless such conditions are previously expressly acknowledged by JCI in writing;
- use of the Covered Equipment in a manner or environment, or for any purpose, for which it was not designed by the manufacturer;
- site-related and environmental conditions, including but not limited to power failures and fluctuations in electrical current (or "power surges") and biohazards such as but not limited to Legionella associated with condenser water, cooling tower systems and subcomponent systems;
- the effects of erosion, corrosion, acid cleaning, or damage from unexpected or especially severe freezing weather;
- issues or failures not specifically covered by this Agreement; or
- occurrences beyond JCI's reasonable control and without JCI's fault or negligence.

D. PAYMENT TERMS; PRICE ADJUSTMENTS

Unless otherwise agreed by the parties in writing, fees for Services to be performed shall be paid annually in advance. Fees and other amounts due hereunder are due upon receipt of the invoice, which shall be paid by Customer via electronic delivery via EFT/ACH . Such payment is a condition precedent to JCI's obligation to perform Services under the Agreement. Any invoice disputes must be identified in writing by Customer within 21 days of the date of invoice. Payments of any disputed amounts are due and payable upon resolution. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and that failure by Customer to make payment in full when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to company and will give JCI, without prejudice to any other right or remedy, the right to, without notice: (i) suspend,

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discontinue or terminate performing any services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend JCI's obligations under or terminate this Agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. JCI's election to continue providing future services does not, in any way diminish JCI's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. JCI shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring services or the JCI otherwise performs services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or JCI's efforts to collect payment. Customer shall immediately notify JCI in writing and explain the basis of the dispute. Customer will pay all of JCI's reasonable collection costs (including legal fees and expenses). In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable.

JCI may increase prices upon notice to the Customer to reflect increases in material and labor costs. All stated prices are exclusive of and Customer agrees to pay any taxes, fees, duties, tariffs, false alarm assessments, installation or alarm permits and levies or other similar charges imposed and/or enacted by a government, however designated or imposed, including but not limited to value-added and withholding taxes that are levied or based upon the amounts paid under this Agreement. If this Agreement is renewed, JCI will provide Customer with notice of any adjustments in the Contract Price applicable to any Renewal Term. Unless Customer terminates this Agreement in writing at least ninety (90) days prior to the end of the then-current Term, the adjusted Contract Price shall be the price for the Renewal Term. Prices for products covered by this Agreement may be adjusted by Company, upon notice to Customer at any time prior to shipment and regardless of Customer's acceptance of the Company's proposal or quotation, to reflect any increase in Company's cost of raw materials (e.g., steel, aluminum) inability to secure Products, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements.

E. WARRANTIES

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

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

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

F. CUSTOMER OBLIGATIONS AND COMMITMENTS TO JCI

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

(1) operate the Covered Equipment according to the manufacturer's and/or JCI's recommendations;

(2) keep accurate and current work logs and information about the Covered Equipment as recommended by the manufacturer and/or JCI;

(3) provide an adequate environment for Covered Equipment as recommended by the manufacturer and/or JCI, including, but not limited to adequate space, electrical power, water supply, air conditioning, and humidity control;

(4) notify JCI immediately of any Covered Equipment malfunction, breakdown, or other condition affecting the operation of the Covered Equipment;

(5) provide JCI with safe access to its Premises and Covered Equipment at all reasonable and necessary times for the performance of the Services;

(6) allow JCI to start and stop, periodically turn off, or otherwise change or temporarily suspend equipment operations so that JCI can perform the Services required under this Agreement;

(7) as applicable, provide proper condenser, cooling tower and boiler water treatment for the proper functioning of Covered Equipment and protect against any environmental issues and instances of biohazards such as but not limited to Legionella;

(8) carefully and properly set and test the intrusion alarm system each night or at such other time as Customer shall close the Premises;

(9) obtain all necessary licenses and permits required for and pay all taxes associated with the Services;

(10) notify JCI immediately of any claimed inadequacy in, or failure of, the Covered Equipment or other condition affecting the operation of the Covered Equipment;

(11) furnish any necessary 110 volt A/C power and electrical outlets at its expense;

(12) properly maintain, repair, service, and assure the proper operation of any other property, system, equipment, or device of Customer or others to which the Covered Equipment may be attached or connected, in accordance with manufacturer recommendations, insurance

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carrier requirements, or the requirements of any fire rating bureau, agency, or other authorities having jurisdiction thereof;

(13) not tamper with, alter, adjust, disturb, injure, remove, or otherwise interfere with any Covered Equipment (including any related software) and not permit the same to be done;

(14) refrain from causing false alarms, and reimburse JCI for any fine, penalty, or fee paid by or assessed against JCI by any governmental or municipal agency as a result thereof;

(15) be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply JCI secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access; and

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

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

G. INSURANCE

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

H. INDEMNITY

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

I. LIMITATION OF LIABILITY

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

J. FORCE MAJEURE

JCI shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by JCI to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of JCI, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of JCI. If JCI's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, JCI shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if JCI is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, JCI will be entitled to extend the relevant completion date by the amount of time that JCI was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases JCI's cost to perform the services, Customer is obligated to reimburse JCI for such increased costs, including, without limitation, costs incurred by JCI for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by JCI in connection with the Force Majeure Event.

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K. RESOLUTION OF DISPUTES

If a dispute arises under this Agreement, the parties shall promptly attempt in good faith to resolve such dispute by negotiation. In the event the dispute is unable to be resolved, either party shall have the right to initiate arbitration by filing with the American Arbitration Association provided no other legal action has been previously filed. Upon filing of the arbitration, the AAA shall have the exclusive jurisdiction over the Dispute. Thus, either party may decide to file an action in a court of competent jurisdiction. If that court filing is the first legal proceeding filed, that court shall have jurisdiction over the Dispute to the exclusion of any arbitration. Arbitration shall be conducted in accordance with the then current arbitration rules of the American Arbitration Association or other arbitration service mutually agreed to by the parties. Arbitration must be completed within sixty (60) days after the Dispute is submitted to arbitration unless the parties mutually agree otherwise. The award rendered by the arbitrator shall be final, and judgment issued by the Arbitrator may be entered in accordance with applicable law in any court having competent jurisdiction. The party prevailing in the arbitration or court proceeding shall be entitled to an award of its reasonable costs, including reasonable attorneys' fees, incurred as a result of the Dispute. CUSTOMER MUST BRING ANY CLAIM AGAINST JCI WITHIN ONE (1) YEAR AFTER THE CLAIM AROSE. IF CUSTOMER DOES NOT, CUSTOMER WILL HAVE IRREVOCABLY WAIVED ITS RIGHT TO SUE JCI AND/OR INSTITUTE OTHER PROCEEDINGS, AND JCI SHALL HAVE NO LIABILITY TO CUSTOMER FOR SUCH CLAIM. TIME IS OF THE ESSENCE RELATIVE TO CUSTOMER PURSUING ANY SUCH CLAIM. THE PROVISIONS OF THIS AGREEMENT WHICH APPLY TO ANY CLAIM SHALL REMAIN IN EFFECT EVEN AFTER THE AGREEMENT IS TERMINATED. JCI AND CUSTOMER EACH WAIVE THEIR RIGHT TO A JURY TRIAL.

L. TERM AND TERMINATION

1. The Original Term is as set forth herein. At the conclusion of the Original Term, this Agreement shall NOT automatically renew.

2. Remote Monitoring Services and Remote Operating Services may be immediately canceled by either party if JCI's Remote Operations Center, connecting wires, or monitoring systems are destroyed by fire or other catastrophe, or where the Premises are so substantially damaged that it is impractical to continue Services.

3. If either party fails to perform any of its material obligations under this Agreement, the other party shall provide written notice thereof to the party alleged to be in default. Should the party alleged to be in default fail to respond in writing or take action to cure the alleged default within ten (10) days of receiving such written notice, the notifying party may terminate this Agreement by providing written notice of such termination.

4. Either party may terminate this Agreement and discontinue any Services if JCI is unable to obtain or continue to support technologies, equipment or component parts that are discontinued, become obsolete or are otherwise not commercially available, or for convenience upon forty-five (45) days written notice. JCI will not be liable for any damages or subject to any penalty as a result of any such termination.

5. Upon termination of this Agreement for any reason, Customer shall pay to JCI all undisputed amounts owed through the date of termination within thirty (30) days of such termination. If Customer terminates this Agreement, other than in accordance with this Section L, Customer shall also pay Johnson Controls 35% of the charges for Services remaining to be paid for the unexpired Term of this Agreement as liquidated damages and not as a penalty. Customer shall provide JCI with reasonable access to the Premises to remove the Gateway Device and any other JCI property and to un-program any controls, intrusion, fire, or life safety system, as applicable. Customer shall be liable for all fees, costs, and expenses that JCI may incur in connection with the enforcement of this Agreement, including without limitation, reasonable attorney fees, collection agency fees, and court costs.

M. ASBESTOS, MOLD, BIOAHAZARDS, AND HAZARDOUS MATERIALS

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

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

N. CUSTOMER DATA

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

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products created as a result of its performance of Services.

O. JCI'S INTELLECTUAL PROPERTY

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

P. DIGITAL ENABLED SERVICES

If JCI provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the installation and deployment of site assessment tools and the collection, transfer and ingestion of building, equipment, system time series, and other data to JCI's cloud-hosted software applications. **Customer consents to the installation and deployment of site assessment tools and the collection, transfer and ingestion and use of such data by JCI to enable JCI to provide, maintain, protect and improve the Digital Enabled Services and JCI's products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all loss, or guarantee a certain level of performance and that JCI shall not be liable for any injury, loss or damage caused by any act of omission of JCI related to or arising from the monitoring of the equipment under the Digital Enabled Services.** Certain equipment sold hereunder includes by default JCI's Connected Equipment Services. **Digital Enabled Services may be on by default and the remote connection will continue to connect to Customer's Equipment through the full equipment lifecycle, unless Customer specifically requests in writing that JCI disable the remote connection or JCI discontinues or removes such remote connection.** If Customer's equipment includes Digital Enabled Services, JCI will provide a cellular modem or other gateway device ("Gateway Device") owned by JCI or Customer will supply a network connection suitable to establish a remote connection with Customer's applicable equipment to permit JCI to perform Digital Enabled Services. For certain subscriptions, Customer will be able to access equipment information from a mobile or smart device using Digital Enabled Service's mobile or web application. Any Gateway Devices provided hereunder shall remain JCI's property, and JCI may upon reasonable notice access and remove such Gateway Device and discontinue services in accordance with the Software Terms. If Customer does not permit JCI to connect via a connection validated by JCI for the equipment or the connection is disconnected by Customer, and a service representative must therefore be dispatched to the Customer site, then the Customer shall pay JCI at JCI's then-current standard applicable contract regular time and/or overtime rate for services performed by the service representative.

Q. JCI DIGITAL SOLUTIONS

JCI Digital Solutions. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, JCI's standard terms for such Software and Software related professional services in effect from time to time at https://www.johnsoncontrols.com/techterms (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, JCI and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Notwithstanding any other provisions of this Agreement, unless otherwise set forth in the applicable order, quote, proposal or purchase documentation, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"):

Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted in the applicable order, quote, proposal or purchase documentation. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Customer shall pay all invoiced amounts within thirty calendar days after the date of invoice. Payments not made within such time period shall be subject to late charges as set forth in the Software Terms. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at Johnson Controls' then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

R. Privacy.

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

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

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5. MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

7. JCI expressly disclaims any requirement, understanding or agreement, express or implied, included directly or incorporated by reference, in any Customer purchase order, solicitation, notice or otherwise, that any of JCI's personnel be vaccinated against Covid-19 under any federal, state/provincial or local law, regulation or order applicable to government contracts or subcontracts, including, without limitation, Presidential Executive Order 14042 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors") and Federal Acquisition Regulation (FAR) 52.223-99 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors"). Any such requirement shall only apply to JCI's personnel if and only to the extent contained in a written agreement physically signed by an authorized officer of JCI.

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

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

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

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

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

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

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

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available for Internet transmission under this Agreement.

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

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

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

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

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

d. Images. Customer shall be solely responsible for the Video System Images produced or captured by the Video System and Customer shall defend, indemnify and hold harmless JCI and its officers, agents, directors, and employees, from any and all damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of third party claims, demands, or suits in connection with the use, operation, location and position of the Video System, and the Video System Images resulting there from, including, but not limited to, any claims of any person depicted in a Video System image, including but not limited to, any claim by such person that his or her privacy has been invaded or intruded upon or his or her likeness has been misappropriated. Any duty to obtain the consent or permission of any person depicted in a Video System Image to have his or her likeness to be depicted, received, transmitted or otherwise used, and the duty to determine and comply with any and all applicable laws, regulations, standards and other obligations that govern the legal, proper and ethical use of video capturing devices, such as the Video System, including, but not limited to, notification that the Video System is in use at the Premises, shall be the sole responsibility of the Customer. JCI agrees to make Video System Images available to Customer and upon their respective request. JCI makes no promise, warranty or representation as to the length of time that it retains Video Images, or the quality thereof.

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

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of any person or persons on or around the premises who are not authorized by Customer. **JCI WILL NOT ARREST OR DETAIN ANY PERSON.**

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

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

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

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CUSTOMER ACCEPTANCE

In accepting this Agreement, Customer agrees to the terms and conditions contained herein including those on the following page(s) of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes requested by Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.**

Pricing is based upon the following billing and payment terms: Invoices will be delivered via email, payment due date of NET 30, and invoices are to be paid via ACH bank transfer. Johnson Controls ACH/EFT bank transfer details will be forth coming upon contractual agreement.

This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing: ☐ NO: This signed contract satisfies requirement

☐ YES: Please reference this PO Number: _____

AR Invoices are accepted via e-mail: ☐ YES: E-mail address to be used: _____

☐ NO: Please submit invoices via mail ☐ NO: Please submit via _____

[END OF DOCUMENT]

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SUBJECT: PIGGYBACK GSA CONTRACT #GS-07F-190CA, FOR HVAC EQUIPMENT, INSTALLATION AND FACILITY SERVICES

BID #: PSC-0470-17 **OPEN DATE:**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: PIGGYBACK CONTRACT- FROM DATE OF AWARD THROUGH AUGUST 31, 2020

AGENCY: PUBLIC BUILDINGS

BASIS OF AWARD: PER PIGGYBACK CONTRACT

NUMBER OF BIDS INVITED: ( ) **NUMBER RECEIVED:** ( ) **OTHER** ( )

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

Recommend approval to amend and increase piggyback award with Johnson Controls, Inc. (contract #9572-04), increase in the amount of $3,000,000.00, to add a Planned Service Proposal/Agreement for HVAC Facility Services to include Inspections and Preventative Maintenance along with Scheduled Service Materials on Chiller and Chiller Related Equipment for FY22. The cost for the Planned Service Agreement will be $79,428.00 for five buildings, for the Period of Service from October 1, 2021, through September 30, 2022. Total revised maximum expenditure amount not-to-exceed in the amount of $7,911,868.38.

This award is to be funded by various accounts and executed by contract amendment through Office of General Counsel and processed by individual releases against the master blanket.

Attachments: Recommendation Memo, Johnson Controls Planned Service Proposal, Current Certificate Insurance, Previous Award(s)

BUYER: Marilyn Laidler
MARILYN LAIDLER

RESPECTFULLY SUBMITTED
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: Roy Birbal, Chief, Public Buildings Division

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 3 MEMBERS DISAPPROVING 0 DATE: 9/2/2021

Teresa R. Eichner

Michael Reed

OTHER:

ACTION OF AWARDING AUTHORITY DATE 9-3-21

APPROVED ✓ DISAPPROVED

OTHER

SIGNATURE OF AUTHENTICATION

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of
Executive Order No. 2019-02

SUBJECT: PIGGYBACK GSA CONTRACT #GS-07F-190CA, FOR HVAC EQUIPMENT, INSTALLATION AND FACILITY SERVICES

BID #: PSC-0470-17

OPEN DATE:

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: PIGGYBACK CONTRACT- FROM DATE OF AWARD THROUGH AUGUST 31, 2020

AGENCY: PUBLIC BUILDINGS

BASIS OF AWARD: PER PIGGYBACK CONTRACT

NUMBER OF BIDS INVITED: ( ) NUMBER RECEIVED: ( ) OTHER ( )

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to amend piggyback award with Johnson Controls, Inc. (contract #9572-04), to add a Planned Service Proposal/Agreement for HVAC Facility Services to include Inspections and Preventative Maintenance along with Scheduled Service Materials on Chiller and Chiller Related Equipment. The cost for the Planned Service Agreement for the Period of Service from November 1, 2020 through September 30, 2021 will be $64,975.00 for five buildings. Total award amount shall remain unchanged at $4,911,868.38.

This award is to be funded by various accounts and executed by contract amendment through Office of General Counsel and processed by individual releases against the master blanket.

Attachments: Recommendation Memo, Johnson Controls Planned Service Proposal, Current Certificate Insurance, Previous Award(s)

BUYER: Marilyn Laidler
MARILYN LAIDLER

RESPECTFULLY SUBMITTED
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: Roy Birbal, Chief, Public Buildings Division

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 3 MEMBERS DISAPPROVING 0 DATE: 10/29/2020

OTHER:

ACTION OF AWARDING AUTHORITY DATE 10.29.20

APPROVED ✓ DISAPPROVED

OTHER

Brian Hughes
Chief Administrative Officer
For Mayor Lenny Curry
Under Authority of
Executive Order No. 2019-02

SIGNATURE OF AUTHENTICATION

SUBJECT: PIGGYBACK GSA CONTRACT #GS-07F-190CA, FOR HVAC EQUIPMENT, INSTALLATION AND FACILITY SERVICES

BID #: PSC-0470-17 **OPEN DATE:**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: PIGGYBACK CONTRACT- FROM DATE OF AWARD THROUGH AUGUST 31, 2020

AGENCY: PUBLIC BUILDINGS

BASIS OF AWARD: PER PIGGYBACK CONTRACT

NUMBER OF BIDS INVITED: ( ) NUMBER RECEIVED: ( ) OTHER ( )

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to amend piggyback award with Johnson Controls, Inc. (contract #9572-04), to utilize the 5-year extension per GSA contract, and increase in the amount of $1,000,000.00. Period of Service will be from September 1, 2020 through August 31, 2025. Total revised award amount not-to-exceed $4,911,868.38.

This award is to be funded by various accounts and executed by contract amendment through Office of General Counsel and processed by individual releases against the master blanket.

Attachments: Recommendation Memo, Amendment to GSA Contract GS-07F-190CA, Certificate of Insurance, Previous Award(s)

BUYER: Marilyn Laidler
MARILYN LAIDLER

RESPECTFULLY SUBMITTED
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: Roy Birbal, Chief, Public Buildings Division

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 3 MEMBERS DISAPPROVING Ø DATE: 8/27/20

Teresa R. Eubanks _____ OTHER _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE 8/28/20

APPROVED ✓ _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

Brian Hughes
~~Chief Administrative Officer~~
For: Mayor Lenny Curry
Under Authority of:
Executive Order No: 2019-02

SUBJECT: PIGGYBACK GSA CONTRACT #GS-07F-190CA, FOR HVAC EQUIPMENT, INSTALLATION AND FACILITY SERVICES

BID #: PSC-0470-17 **OPEN DATE:**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: PIGGYBACK CONTRACT- FROM DATE OF AWARD THROUGH AUGUST 31, 2020

AGENCY: PUBLIC BUILDINGS

BASIS OF AWARD: PER PIGGYBACK CONTRACT

NUMBER OF BIDS INVITED: ( ) NUMBER RECEIVED: ( ) OTHER ( )

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to amend and utilize Second and final renewal of the Planned Service Proposal (Exhibit 7) with Johnson Controls, Inc. (contract #9572-04), piggybacking on GSA Contract #GS-07F-190CA, to include inspections and preventative maintenance along with scheduled service materials on Chiller and Chiller related equipment. The annual cost for Year 3 (7-month renewal) will be $61,452.37 ($8,778.91 per month). Period of service will be from February 1, 2020 through August 31, 2020. Total revised award amount not-to-exceed $3,911,868.38.

This award is to be funded by various accounts executed by contract amendment through Office of General Counsel, and processed by individual Purchase Order releases against the master blanket.

Attachments: Recommendation Memo, Vendor's Planned Service Proposal, Current Certificate of Insurance, Previous Award(s)

BUYER: Marilyn Laidler **RESPECTFULLY SUBMITTED**
MARILYN LAIDLER
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: Roy Birbal, Chief, Public Buildings Division

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 3 MEMBERS DISAPPROVING Ø DATE: 1/23/20

Teresa R. Eichey _____ OTHER: _____

Michael Rood _____

Ken R. McCaig _____

ACTION OF AWARDING AUTHORITY DATE 1/23/20

APPROVED ✓ BH DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____
Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No: 2019-02

SUBJECT: PIGGYBACK GSA CONTRACT #GS-07F-190CA, FOR HVAC EQUIPMENT, INSTALLATION AND FACILITY SERVICES

BID #: PSC-0470-17

OPEN DATE:

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: PIGGYBACK CONTRACT- FROM DATE OF AWARD THROUGH AUGUST 31, 2020

AGENCY: PUBLIC BUILDINGS

BASIS OF AWARD: PER PIGGYBACK CONTRACT

NUMBER OF BIDS INVITED: ( ) NUMBER RECEIVED: ( ) OTHER ( )

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to increase piggyback award with Johnson Controls, Inc. (contract #9572-04), to add funding in the amount of $1,000,000.00 for as needed HVAC Equipment, Installation and Facility Services. Total revised award amount not-to-exceed $3,850,416.01.

This award is to be funded by various accounts and executed by contract amendment through Office of General Counsel and processed by individual releases against the master blanket.

Attachments: Recommendation Memo, Previous Award(s)

BUYER: Marilyn Laidler
MARILYN LAIDLER

RESPECTFULLY SUBMITTED
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: Roy Birbal, Chief, Public Buildings Division

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 3 MEMBERS DISAPPROVING 0 DATE: 10/24/19

Teresa R. Eilman

OTHER:

ACTION OF AWARDING AUTHORITY

DATE 10/24/19

APPROVED ✓ BH

DISAPPROVED

OTHER

SIGNATURE OF AUTHENTICATION

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2019-02

SUBJECT: PIGGYBACK GSA CONTRACT #GS-07F-190CA, FOR HVAC EQUIPMENT, INSTALLATION AND FACILITY SERVICES

BID #: PSC-0470-17

OPEN DATE:

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: PIGGYBACK CONTRACT- FROM DATE OF AWARD THROUGH AUGUST 31, 2020

AGENCY: PUBLIC BUILDINGS

BASIS OF AWARD: PER PIGGYBACK CONTRACT

NUMBER OF BIDS INVITED: ( ) NUMBER RECEIVED: ( ) OTHER ( )

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to increase piggyback award with Johnson Controls, Inc. (contract #9572-04), to add funding in the amount of $1,500,000.00 for as needed HVAC Equipment, Installation and Facility Services. Total revised award amount not-to-exceed $2,850,416.01.

This award is to be funded by various accounts and executed by contract amendment through Office of General Counsel and processed by individual releases against the master blanket.

Attachments: Recommendation Memo, Previous Award(s)

BUYER: MARILYN LADLER

RESPECTFULLY SUBMITTED GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Roy Birbal, Chief, Public Buildings Division

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 3 MEMBERS DISAPPROVING Ø DATE 4/25/19

OTHER

ACTION OF AWARDING AUTHORITY DATE 4/25/19

APPROVED DISAPPROVED

OTHER

SIGNATURE OF AUTHENTICATION

Sam E. Mousa
Chief Administrative Officer
For Mayor Lenny Curry
Under Authority of
Executive Order No. 2013-03

SUBJECT: PIGGYBACK GSA CONTRACT #GS-07F-190CA, FOR HVAC EQUIPMENT, INSTALLATION AND FACILITY SERVICES

BID #: PSC-0470-17

OPEN DATE:

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: PIGGYBACK CONTRACT- FROM DATE OF AWARD THROUGH AUGUST 31, 2020

AGENCY: PUBLIC BUILDINGS

BASIS OF AWARD: PER PIGGYBACK CONTRACT

NUMBER OF BIDS INVITED: ( ) NUMBER RECEIVED: ( ) OTHER ( )

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to utilize first renewal with Johnson Controls, Inc. (contract #9572-04), for piggyback GSA Contract #GS-07F-190CA, to include inspections and preventative maintenance along with scheduled service materials on Chiller and Chiller related equipment. The annual cost for Year 2 will be $60,906.00 ($5,075.00 per month). Period of service will be from February 1, 2019 through January 31, 2020; Year 3 (02/01/20-08/31/20) will be awarded at a later date. Total award remains unchanged at 1,350,416.01.

This award is to be executed by contract amendment through Office of General Counsel, no additional funding being encumbered.

Attachments: Recommendation Memo, Vendor Proposal, Current Certificate of Insurance, Previous Award(s)

BUYER: Marilyn Laidler
MARILYN LAIDLER

RESPECTFULLY SUBMITTED:
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: Roy Birbal, Chief, Public Buildings Division

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 3 MEMBERS DISAPPROVING Ø DATE: 2/04/19

OTHER:

ACTION OF AWARDING AUTHORITY DATE 2/04/19

APPROVED DISAPPROVED

OTHER

SIGNATURE OF AUTHENTICATION

Sam E. Moss
Chief Administrative Officer
For: Mayor Leroy Carry
Under Authority of
Executive Order No. 2015-05

SUBJECT: PIGGYBACK GSA CONTRACT #GS-07F-190CA, FOR HVAC EQUIPMENT, INSTALLATION AND FACILITY SERVICES

BID #: PSC-0470-17 OPEN DATE:

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: PIGGYBACK CONTRACT- FROM DATE OF AWARD THROUGH AUGUST 31, 2020

AGENCY: PUBLIC BUILDINGS

BASIS OF AWARD: PER PIGGYBACK CONTRACT

NUMBER OF BIDS INVITED: ( ) NUMBER RECEIVED: ( ) OTHER ( )

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to amend and increase piggyback award with Johnson Controls, Inc. (contract #5572-04), to add funding for fiscal year 19 in the amount of $300,000.00 for as needed basis for City-wide Heating, Ventilation and Air Conditioning (HVAC) Equipment. Total revised award amount not-to-exceed $1,350,416.01.

This award to be funded by account: PWPB5A1MAPR-03410 to be executed by contract amendment through Office of General Counsel.

Attachments: Recommendation Memo, Previous Award(s)

BUYER: Marilyn Landler MARILYN LANDLER RESPECTFULLY SUBMITTED Gregory Pease GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Ray Birkel, Chief, Public Buildings Division

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 3 MEMBERS DISAPPROVING Ø DATE: 11/15/18

AWD

OTHER

ACTION OF AWARDING AUTHORITY DATE 11/15/18

APPROVED DISAPPROVED

OTHER

SIGNATURE OF AUTHENTICATION

Sam E. Mears
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05

SUBJECT: FIGGYBACK GSA CONTRACT GS-07F-1306A, FOR HVAC EQUIPMENT, INSTALLATION AND FACILITY SERVICES

BID #: PSC-0170-17 OPEN DATE:

GENERAL GOVERNMENT AWARDS COMMITTEE

XIND AND BASIS OF CONTRACT: FIGGYBACK CONTRACT - FROM DATE OF AWARD THROUGH AUGUST 31, 2020

AGENCY: PUBLIC BUILDINGS

BASIS OF AWARD: PER FIGGYBACK CONTRACT

NUMBER OF BIDS INVITED: ( ) NUMBER RECEIVED: ( ) OTHER ( )

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to amend and increase piggyback award with Johnson Controls, Inc. (contract 05572-04), to add funding for fiscal year 18 in the amount of $250,000.00 for as needed basis for City-wide Heating, Ventilation and Air Conditioning (HVAC) Equipment. Unencumbered unused funds in the amount of $17,167.99 from award approved on 11/16/17 (Amendment No 2) due to project came in under budget, CTPW1E000035-04, Account No. FWCP32EFB513-062SCS-FV/0118-02. Total revised award amount not-to-exceed $1,050,416.01.

This award to be funded by account FWFBSA1MAPR-00110 to be executed by contract amendment through Office of General Counsel.

Attachment: Recommendation Memo, Previous Award(s)

BUYER: MARILYN LADLER RESPECTFULLY SUBMITTED: [signature] DIRECTOR-PEASE CHIEF PROCUREMENT OFFICER

CONCURRENCE BY: Ray Birbal, Chief, Public Buildings Division

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 3 MEMBERS DISAPPROVING 0 DATE. 8/09/18

[signature] OTHER.

[signature]

[signature]

ACTION OF AWARDING AUTHORITY DATE 8/9/18

APPROVED [signature] DISAPPROVED

OTHER

SIGNATURE OF AUTHENTICATION [signature]

Chief Administrative Officer
Fiscal Administration
Office of Administration
Effective Date: 2015-03

SUBJECT: PIGGYBACK GSA CONTRACT #GS-07F-190CA, FOR HVAC EQUIPMENT, INSTALLATION AND FACILITY SERVICES

BID #: PSC-0470-17

OPEN DATE:

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: PIGGYBACK CONTRACT- FROM DATE OF AWARD THROUGH AUGUST 31, 2020

AGENCY: PUBLIC BUILDINGS

BASIS OF AWARD: PER PIGGYBACK CONTRACT

NUMBER OF BIDS INVITED: ( ) NUMBER RECEIVED: ( ) OTHER ( )

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to amend piggyback award with Johnson Controls, Inc. (contract#9572-04), to add funding in the amount of $150,000.00 for as needed basis for City-wide Heating, Ventilation and Air Conditioning (HVAC) Equipment, also amend to add funding for HVAC Facility Services to include Inspections and Preventative Maintenance along with Scheduled Service Materials on Chiller and Chiller related equipment, in the amount of $67,500.00 at $5,625.00 per month for one (1) year (February 1, 2018 – January 31, 2019). Total revised award amount not-to-exceed $717,610.00.

This award to be funded by account: PWPBSA1MAPR-03410 to be executed by contract amendment through Office of General Counsel.

Attachments: Recommendation Memo, Vendor Proposal, Previous Award(s)

BUYER: MARILYN WADLER

RESPECTFULLY SUBMITTED GREGORY FEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Ray Bibbal, Chief, Public Buildings Division

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 3 MEMBERS DISAPPROVING 0 DATE: 1-25-19

OTHER.

ACTION OF AWARDING AUTHORITY DATE 1/31/19

APPROVED DISAPPROVED

OTHER

SIGNATURE OF AUTHENTICATION

Sam E. Mouse
Chief Administrative Officer
Under Authority of
Executive Order No. 20 5-05

SUBJECT: PIGGYBACK GSA CONTRACT GS-07F-[illegible] FOR HVAC EQUIPMENT, INSTALLATION AND FACILITY SERVICES

BID #: PSC-000-17

OPSII DATE:

GENERAL CONTRACT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: PIGGYBACK CONTRACT - FROM DATE OF AWARD THROUGH AUGUST 31, 2018

AGENCY: PUBLIC BUILDINGS

BASIS OF AWARD: PER PIGGYBACK CONTRACT

NUMBER OF BIDS INVITED: ( ) NUMBER RECEIVED: ( ) OTHER ( )

SUMMARY OF BID AND RECOMMENDED ACTIONS:
Recommend Approval to [illegible] Contracts, Inc. to add funding to the amount of [illegible] for other requirements and necessary repairs at the Farm Detention Correction Center. Total revised award amount not to exceed $[illegible].

This award to be funded by account: PH [illegible] to be executed by formal contract through Office of General Counsel.

Attachments: Recommendation Memo, Previous Award(s)

BUYER: [illegible] MARILYN LANIER

RESPECTFULLY SUBMITTED: [illegible]
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: For Buyer, Chief, Buyer Supervisor, Director

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GCAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 3 MEMBERS DISAPPROVING Ø DATE: 11/09/17

[illegible] OTHER:

ACTION OF AWARDING AUTHORITY DATE 11/10/17

APPROVED [illegible] DISAPPROVED

OTHER

SIGNATURE OF AUTHENTICATION [illegible]
[illegible]
Chief Administrative Officer
[illegible]
[illegible]
[illegible] 2015-05

SUBJECT: PIGGYBACK GSA CONTRACT #GS-07F-[illegible], FOR HVAC EQUIPMENT, INSTALLATION AND FACILITY SERVICES

BID #: PSC-047[illegible]-17 OPEN DATE:

CENTRAL CONTRACTING AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: PIGGYBACK CONTRACT - FROM DATE OF AWARD THROUGH AUGUST 31, 2013

AGENCY: PUBLIC BUILDINGS

BASIS OF AWARD: PER PIGGYBACK CONTRACT

NUMBER OF BIDS INVITED: ( ) NUMBER RECEIVED: ( ) OTHER ( )

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to award piggyback sales with Johnson Controls, Inc., for additional plants in the amount of $103,110.00 for work to be performed at the Main Library. Total [illegible] award amount not to exceed $250,110.00

The award is to be funded by [illegible]; PLEASE [illegible] PLEASE CODE [illegible] as directed by Contract Control through Office of General Counsel.

Attachments: Recommendation Memo, Previous Award(s)

BUYER: MARILYN LANDER RESPECTFULLY SUBMITTED: GREGORY FEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: For Donal, Chief, Public Buildings Division

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF CCAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 3 MEMBERS DISAPPROVING 0 DATE: 7/28/17

OTHER

ACTION OF AWARDING AUTHORITY DATE 7/28/17

APPROVED DISAPPROVED

OTHER

SIGNATURE OF AUTHENTICATOR

Sam E. Morris
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of
Executive Order No. 2015-03

SUBJECT: PIGGYBACK GSA CONTRACT [illegible] FOR HVAC EQUIPMENT, INSTALLATION AND FACILITY SERVICES

BID #: PSC-[illegible]-11

OPEN DATE:

GENERAL GOVERNMENT AWARDS COMMITTEE

TERM AND BASIS OF CONTRACT: PIGGYBACK CONTRACT- FROM DATE OF AWARD THROUGH AUGUST 31, [illegible]

AGENCY: PUBLIC BUILDINGS

BASIS OF AWARD: PER PIGGYBACK CONTRACT

NUMBER OF BIDS INVITED: ( ) NUMBER RECEIVED: ( ) OTHER ( )

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to extend payments (was approved on 08/13/17 with Johnson Controls, Inc., by adding Exhibit 2 (Modification) and Exhibit 3 (Maintenance Requirements) per Risk Management, Department which were inadvertently omitted from the original request package. The Exhibits are to make part of the formal contract through Office of General Counsel.

Attachments: Recommendation Memo, Previous Award

BUYER: Mark Fuller
MARK FULLER

RESPECTFULLY SUBMITTED:
[illegible] PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: Ray Gibbs, Chief, Public Buildings Division

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GOAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 3 MEMBERS DISAPPROVING 0 DATE: 6/5/18

[illegible] OTHER:

ACTION OF AWARDING AUTHORITY DATE 6/05/18

APPROVED [illegible] DISAPPROVED

OTHER

SIGNATURE OF AUTHENTICATION: [illegible]
Chief Administrative Officer
For Airport Luxury Corp
Under Authority of
Executive Order No. 10-1 CS

SUBJECT: PIGGYBACK GSA CONTRACT [illegible], FOR HVAC EQUIPMENT, INSTALLATION AND FACILITY SERVICES

SOL #: PSC-0110-17 OPEN DATE:

CONTRACT PROCUREMENT REVIEW COMMITTEE

KIND AND BASIS OF CONTRACT: PIGGYBACK CONTRACT - FROM DATE OF AWARD THROUGH AUGUST 31 [illegible]

AGENCY: PUBLIC BUILDINGS

BASIS OF AWARD: PER PIGGYBACK CONTRACT

NUMBER OF BIDS/PROPOSALS ( ) INVITED/RECEIVED ( ) OTHER ( )

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
[illegible]

[illegible]

[illegible]

SUBMITTED: [illegible] MANAGER

RECOMMENDED SUBMITTED: [illegible] DIRECTOR, REAL USE CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: [illegible]

(ALL AWARD ACTIONS SUBJECT TO CONTRACT APPROPRIATED FUNDS)
ACTION OF BOARD COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 3 MEMBERS DISAPPROVING 0 DATE 2/13/17

[illegible] OTHER: [illegible]

[illegible]

[illegible]

ACTION OF AWARDING AUTHORITY DATE 4/17/17

APPROVED [illegible] DISAPPROVED

OTHER [illegible]

SIGNATURE OF AUTHORIZATION: [illegible]

[illegible]
Chief Administrative Officer
For Miami-Dade County
[illegible]
Executive Order # 70-[illegible]