

RENEWAL OPTION

NO. 2

HARBOR DEPARTMENT

City of Los Angeles
500 Pier A Street, Wilmington, CA 90744
(Berth 161) (310) 732-3890

DATE: April 4, 2023

Page 1 of 2

V E N D O R	#8715
	JOHNSON CONTROLS FIRE
	PROTECTION LP
	50 TECHNOLOGY DRIVE
	WESTMINSTER, MA 01441

ANNUAL CONTRACT NUMBER
39939-22
DATED: 5/27/2022

THIS NOTICE IS TO ADVISE YOU THAT THE PURCHASING OFFICER IS MAKING THE FOLLOWING CHANGES IN THE ABOVE PURCHASE ORDER. PLEASE CHANGE YOUR RECORDS ACCORDINGLY.

ITEM	QUANTITY ORDERED	UNIT	DESCRIPTION	UNIT PRICE		TOTAL AMOUNT
			CHANGE FROM: Delete date of expiration shown on contract. Annual Contract Reference No.: 39939-22			
			CHANGE TO: Renewal Option Number 2 granted in Vendor's Bid No. F-1097 is hereby exercised. New expiration date of order is now May 26, 2024. Expenditure for the new contract period commencing May 27, 2023 and expiring May 26, 2024 is not to exceed \$3,130,000.00 Annual Contract Reference No.: 39939-23			
REQUISITION NO. E-23-0069		NEW SUBTOTAL \$		NEW SALES TAX \$		NEW TOTAL \$
				NET INCREASE \$		NET DECREASE \$

COMMENTS: Exercise Second and Final Renewal Option.

BUYER: Tricia Carey (310) 732-3890

HARBOR DEPARTMENT - CITY OF LOS ANGELES



Harbor Purchasing Officer for the Executive Director

FURNISH
TRIPLICATE
INVOICES

BILL TO:
HARBOR DEPARTMENT, CITY OF LOS ANGELES
ATTN: ACCOUNTING SECTION
P.O. BOX 191, SAN PEDRO, CA 90733-0191

Transmittal No. 2

RENEWAL OPTION

NO. 2

HARBOR DEPARTMENT

City of Los Angeles
500 Pier A Street, Wilmington, CA 90744
(Berth 161) (310) 732-3890

DATE: April 4, 2023

Page 2 of 2

V E N D O R	#8715
	JOHNSON CONTROLS FIRE
	PROTECTION LP
	50 TECHNOLOGY DRIVE
	WESTMINSTER, MA 01441

ANNUAL CONTRACT NUMBER
39939-22
DATED: 5/27/2022

THIS NOTICE IS TO ADVISE YOU THAT THE PURCHASING OFFICER IS MAKING THE FOLLOWING CHANGES IN THE ABOVE PURCHASE ORDER. PLEASE CHANGE YOUR RECORDS ACCORDINGLY.


ITEM	QUANTITY ORDERED	UNIT	DESCRIPTION	UNIT PRICE		TOTAL AMOUNT
			CHANGE FROM:			
			CHANGE TO:			
			<p>INSURANCE. Contractor shall maintain at its own expense proof of insurance which includes the City of Los Angeles Harbor Department as additional insured in accordance with the types and the minimum limits specified in Bid Request No. <u>F-1097</u>.</p> <p>Insurance carriers must be admitted in the State of California or policies must be written through a California licensed surplus lines broker.</p> <p>NO WORK SHALL BE DONE AND NO PAYMENT WILL BE MADE WITHOUT APPROVED INSURANCE REMAINING IN EFFECT.</p>			

REQUISITION NO. E-23-0069	NEW SUBTOTAL \$	NEW SALES TAX \$	NEW TOTAL \$	NET INCREASE \$	NET DECREASE \$
------------------------------	--------------------	---------------------	-----------------	--------------------	--------------------

COMMENTS: Exercise Second and Final Renewal Option.

BUYER: Tricia Carey (310) 732-3890

HARBOR DEPARTMENT - CITY OF LOS ANGELES

 4/6/23
Harbor Purchasing Officer for the Executive Director

FURNISH
TRIPLICATE
INVOICES

BILL TO:
HARBOR DEPARTMENT, CITY OF LOS ANGELES
ATTN: ACCOUNTING SECTION
P.O. BOX 191, SAN PEDRO, CA 90733-0191

RENEWAL OPTION

NO. 1

HARBOR DEPARTMENT

City of Los Angeles
500 Pier A Street, Wilmington, CA 90744
(Berth 161) (310) 732-3890

DATE: March 14, 2022

Page 1 of 2

V E N D O R	#8715
	JOHNSON CONTROLS FIRE
	PROTECTION LP
	50 TECHNOLOGY DRIVE WESTMINSTER, MA 01441

ANNUAL CONTRACT NUMBER
39939
DATED: 5/27/2021

THIS NOTICE IS TO ADVISE YOU THAT THE PURCHASING OFFICER IS MAKING THE FOLLOWING CHANGES IN THE ABOVE PURCHASE ORDER. PLEASE CHANGE YOUR RECORDS ACCORDINGLY.

ITEM	QUANTITY ORDERED	UNIT	DESCRIPTION	UNIT PRICE		TOTAL AMOUNT
			CHANGE FROM: Delete date of expiration shown on contract. Annual Contract Reference No.: 39939			
			CHANGE TO: Renewal Option Number 1 granted in Vendor's Bid No. F-1097 is hereby exercised. New expiration date of order is now May 26, 2023. Expenditure for the new contract period commencing May 27, 2022 and expiring May 26, 2023 is not to exceed \$3,130,000.00 Annual Contract Reference No.: 39939-22			

REQUISITION NO. E-22-0073	NEW SUBTOTAL \$	NEW SALES TAX \$	NEW TOTAL \$	NET INCREASE \$	NET DECREASE \$
------------------------------	--------------------	---------------------	-----------------	--------------------	--------------------

COMMENTS: Exercise First Renewal Option.

BUYER: Tricia Carey (310) 732-3890

HARBOR DEPARTMENT - CITY OF LOS ANGELES

Mark Bleavins

Harbor Purchasing Officer for the Executive Director

FURNISH
TRIPLICATE
INVOICES

BILL TO:
HARBOR DEPARTMENT, CITY OF LOS ANGELES
ATTN: ACCOUNTING SECTION
P.O. BOX 191, SAN PEDRO, CA 90733-0191

RENEWAL OPTION

NO. 1

HARBOR DEPARTMENT

City of Los Angeles
500 Pier A Street, Wilmington, CA 90744
(Berth 161) (310) 732-3890

DATE: March 14, 2022

Page 2 of 2

V E N D O R	#8715
	JOHNSON CONTROLS FIRE
	PROTECTION LP
	50 TECHNOLOGY DRIVE WESTMINSTER, MA 01441

ANNUAL CONTRACT NUMBER
39939
DATED: 5/27/2021

THIS NOTICE IS TO ADVISE YOU THAT THE PURCHASING OFFICER IS MAKING THE FOLLOWING CHANGES IN THE ABOVE PURCHASE ORDER. PLEASE CHANGE YOUR RECORDS ACCORDINGLY.

ITEM	QUANTITY ORDERED	UNIT	DESCRIPTION	UNIT PRICE		TOTAL AMOUNT
			CHANGE FROM:			
			CHANGE TO:			
			<p>INSURANCE. Contractor shall maintain at its own expense proof of insurance which includes the City of Los Angeles Harbor Department as additional insured in accordance with the types and the minimum limits specified in Bid Request No. <u>F-1097</u>.</p> <p>Insurance carriers must be admitted in the State of California or policies must be written through a California licensed surplus lines broker.</p> <p>NO WORK SHALL BE DONE AND NO PAYMENT WILL BE MADE WITHOUT APPROVED INSURANCE REMAINING IN EFFECT.</p>			

REQUISITION NO. E-22-0073	NEW SUBTOTAL \$	NEW SALES TAX \$	NEW TOTAL \$	NET INCREASE \$	NET DECREASE \$
------------------------------	--------------------	---------------------	-----------------	--------------------	--------------------

COMMENTS: Exercise First Renewal Option.

BUYER: Tricia Carey (310) 732-3890

HARBOR DEPARTMENT - CITY OF LOS ANGELES



Harbor Purchasing Officer for the Executive Director

FURNISH
TRIPLICATE
INVOICES

BILL TO:
HARBOR DEPARTMENT, CITY OF LOS ANGELES
ATTN: ACCOUNTING SECTION
P.O. BOX 191, SAN PEDRO, CA 90733-0191



425 S. Palos Verdes Street Post Office Box 151 San Pedro, CA 90733-0151 TEL/TDD 310 SEA-PORT www.portoflosangeles.org

Eric Garcetti

Mayor, City of Los Angeles

Board of Harbor
Commissioners

Jaime L. Lee
President

Diane L. Middleton
Commissioner

Lucia Moreno-Linares
Commissioner

Anthony Pirozzi, Jr.
Commissioner

Edward R. Renwick
Commissioner

Eugene D. Seroka

Executive Director

June 2, 2021

JOHNSON CONTROLS FIRE PROTECTION LP
12728 SHOEMAKER AVENUE
SANTA FE SPRINGS, CA 90670

Attn: Andrew Beggs

SUBJECT: Los Angeles Harbor Department Contract No. 39939
Fire Alarm and Fire Suppression System Maintenance and Upgrades Port-Wide

The above referenced contract has been awarded to your company. This contract has been funded in the amount of \$3,130,000.00 annually to be furnished and delivered as may be required during the contract period commencing May 27, 2021 through May 26, 2022.

Please proceed with performance of the contract.

All delivery tickets, invoices and allied documents must show the above contract number.

Upon completion of work, submit itemized invoices in triplicate to:

Harbor Department, City of Los Angeles
Attn: Accounting Section
P.O. Box 191
San Pedro, CA 90733-0191

Sincerely,

TRICIA J. CAREY
Director, Contracts & Purchasing Division

Enclosures: Contract No. 39939

cc: Construction and Maintenance, Accounts Payable, Controller

TO: HARBOR DEPARTMENT PURCHASING OFFICE
500 Pier "A" Street
Berth 161
Wilmington, CA 90744

BID NO. F-1097 Page 1
Show this number on envelope

Contract No. 39939

1. COMPLETE CONTRACT

This entire Bid Request shall become the contract upon its execution by the Executive Director on behalf of the Harbor Department of the City of Los Angeles. The complete contract shall consist of the entire Bid (including Specifications), this page, terms and conditions, any addenda, and when required, CONTRACTOR'S BOND. Contractor will be provided with a copy of the executed contract.

2. GOODS AND SERVICES TO BE PROVIDED BY THE CONTRACTOR

The Contractor agrees, upon acceptance of this offer by the City, to furnish the goods and services herein specified according to the terms and conditions as set forth herein.

3. AMOUNT TO BE PAID

The City agrees to pay the contractor for the goods or services in the manner described in the paragraph entitled "PAYMENTS" according to the terms and conditions. Unless otherwise indicated by the Bidder, remittance by the City for goods or services will be made to the address below.

4. CHOICE OF ALTERNATIVE PROVISIONS; OPTIONS; NOTIFICATION

When alternative provisions are requested, or options are offered, the contractor will be notified as to which provision, or option, is being accepted when notification is sent that the Contractor is the successful bidder.

5. DECLARATION OF NON-COLLUSION

The undersigned certifies (or declares) under penalty of perjury that this bid is genuine and not sham or collusive, or made in the interest or on behalf of any person, firm, or corporation not herein named; that the bidder has not directly or indirectly induced or solicited any other bidder to put up a sham bid, or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure any advantage over other bidders.

6. LEGAL JUSTIFICATION

This agreement shall be deemed entered into in Los Angeles, California, and shall be governed and construed in accordance with the laws of the State of California.

EXECUTED AT: San Diego, CA ON THE February 15 DAY OF 2021
City, State Date Month Year

BIDDER MUST COMPLETE AND SIGN BELOW:

Firm Name Johnson Controls Fire Protection LP
Phone (562) 405-3800 Fax (562) 405-3801
Address 12728 Shoemaker Avenue Santa Fe Springs CA 90670
Street City State Zip
Signature Andrew Krynen Printed Name Area General Manager Printed Title

Signature Printed Name Printed Title

(Approved Corporate Signature Methods)

a) **Two signatures:** One by Chairman of Board of Directors, President, or a Vice-President **AND** one by Secretary, Assistant Secretary, Chief Financial Officer or an Assistant Treasurer.

b) **One signature:** By corporate designated individual together with properly attested resolution of Board of Directors authorizing person to sign.

NOTARIZATION: Bids executed outside the State of California must be sworn to and notarized below.

County of _____
State of _____ S.S.
Subscribed and sworn this date
_____, 2021

In witness whereof the Board of Harbor Commissioners of the City of Los Angeles has caused this contract to be executed by the Executive Director of the Harbor Department of said City and said Contractor has executed this contract the day and year written below.

By [Signature]
Executive Director Harbor Department

5/27/2021
Date

Approved as to form and legality

[Signature], 2021

City Attorney

BY [Signature] Deputy

Notary Seal Signature



Johnson Controls Fire Protection LP
6600 Congress Avenue
Boca Raton, FL 33437


Tel: 561-341-7611
www.johnsoncontrols.com

JOHNSON CONTROL FIRE PROTECTION

SECRETARY'S CERTIFICATE

I, Jennifer Leong, Secretary of Johnson Controls Fire Protection, a Delaware limited partnership (the "Company") hereby certify that as of February 8, 2021, **Andrew Krynen**, Area General Manager for the Company, is authorized to sign and to execute documents in connection with **Harbor Department of the City of Los Angeles** Bid Submission for Portwide Fire Alarm and Fire Suppression System and Maintenance and Upgrades and submit all associated paperwork on behalf of the Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate on this 8th day of February, 2021.


Jennifer Leong, Secretary



FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-1097

SUBMIT BID TO :
Los Angeles Harbor Department
Purchasing Office, 1st Floor
500 Pier A Street
Wilmington, CA 90744

OFFICE HOURS:
7:30 a.m. – 4:30 p.m.
Monday through Friday (excluding Holidays)

Buyer: Tricia Carey, Director (310) 732-3890
Email: tcarey@portla.org

ALL ITEMS REQUESTED MAY BE QUOTED AS "OR EQUAL".

AFFIRMATIVE ACTION – AN APPROVED AA PLAN OR CERTIFICATION, IF NOT ON FILE, WILL BE REQUIRED PRIOR TO AWARD OF CONTRACT.

QUANTITY AND UNIT	ITEMS and DESCRIPTION	UNIT PRICE QUOTED	EXTENSION
-------------------	-----------------------	----------------------	-----------

THIS CONTRACT IS IN ACCORDANCE WITH SOURCEWELL CONTRACT #031517-SGL, JOHNSON CONTROLS FIRE PROTECTION LP FOR THE ANNUAL REQUIREMENTS OF THE LOS ANGELES HARBOR DEPARTMENT FOR PORTWIDE FIRE ALARM AND FIRE SUPPRESSION SYSTEM MAINTENANCE AND UPGRADES TO BE FURNISHED AND DELIVERED FOR A PERIOD OF ONE YEAR COMMENCING UPON EXECUTION, INCLUDING TWO, ONE-YEAR RENEWAL OPTIONS, FOR A MAXIMUM TERM OF THREE YEARS. THIS CONTRACT IS AWARDED FOR THE EQUIPMENT, MAINTENANCE AND UPGRADES AS DETERMINED. PRICE AND TERMS OF CONTRACT #031517-SGL BETWEEN SOURCEWELL AND JOHNSON CONTROLS FIRE PROTECTION LP ARE INCORPORATED HEREIN. SEE EXHIBIT 1. COOPERATIVE PURCHASE ARRANGEMENT, PER THE CITY OF LOS ANGELES ADMINISTRATIVE CODE DIVISION 10, CHAPTER 1, CHAPTER 2, SECTION 10.15 (a) (8).

ESTIMATED EXPENDITURE: Total expenditures under this contract are estimated to be **\$3,130,000.00** annually. No guarantee can be given that this total will be reached or that it will not be exceeded. Vendor agrees to furnish more or less at the unit prices quoted in accordance with actual requirements throughout the contract period, however, this amount may not be exceeded without prior written approval from the Board of Harbor Commissioners.

SURVIVABILITY. Contracts awarded using the authority provided by the Sourcewell Contract will survive the Sourcewell Contract itself. As a Customer purchasing, renting or leasing the equipment, the Harbor Department will continue to receive ongoing service from the Successful Vendor at the agreed upon Sourcewell Contract rate through the term of the Harbor Department Contract. The Harbor Department Contract terms and conditions will survive the authorizing Sourcewell Contract through that final term and any subsequent renewals and extensions.

Upon the Contract termination, Customers and Successful Vendors may agree to further extend a placement. Such further extensions shall not be for more than twelve month terms, and the Customer will reserve the right.

REQ. NO.: E-21-0062 NOTIFY: P. Hazelett PAGE 2	STATE TIME OF DELIVERY: _____ DAYS AFTER RECEIPT OF ORDER TERMS _____ % DISCOUNT FOR PAYMENT WITHIN _____ DAYS. BIDDER MUST SIGN THIS BID ON PAGE 1
--	---

FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-1097
(SHOW THIS NUMBER ON ENVELOPE)

SALES TAXES. Sales Taxes will be added at time of order.

FEDERAL EXCISE TAX. The City of Los Angeles Harbor Department is exempt from payment of Federal Excise Taxes, and will furnish vendor with a Tax Exemption Certificate. PRICING NOT TO INCLUDE ANY FEDERAL EXCISE TAX.

SALES TAX PERMIT. Vendor's California State Board of Equalization Permit No. required to collect California State Sales Tax. Permit Number: 100017002-00014.

NEW AND UNUSED. The equipment furnished shall be new and unused, current model.

WARRANTY. Terms of warranty on equipment offered. Free PARTS & SERVICE (LABOR) for defective parts and workmanship for the following time period after equipment has been accepted:

Parts one year; labor 90 days

DELIVERY POINT. Prices to include all delivery charges, F.O.B. the Harbor Department, Various Jobsite Locations.

DELIVERY. Delivery is desired within **10 days** after vendor receives order. If this time cannot be met, show in the space provided on the Bid Sheet the best delivery time you can guarantee. The Harbor Department reserves the right to make award based on delivery time quoted.

CONSTRUCTION MATERIALS. Electrical, plumbing, H.V.A.C. and/or other construction materials, fixtures, devices, appliances, and equipment shall be UL\FM approved when applicable, and comply with the requirements of the City of Los Angeles Building Code (s).

SAFETY AND HEALTH REQUIREMENTS. All equipment, materials, procedures and services furnished and/or used by the Contractor shall comply with applicable current requirements of OSHA and CAL-OSHA. Contractor agrees to indemnify and hold harmless Los Angeles City, The Harbor Department, and agents, officers and employees thereof, for all damages assessed against them as a result of Contractor's failure to comply with said safety and health requirements.

SAFETY APPROVAL. Electrical items listed herein shall have UNDERWRITER'S LABORATORY OR LOS ANGELES CITY ELECTRICAL TESTING LABORATORY approval and meet all current OSHA and CAL-OSHA requirements, where applicable.

AUTHORIZED DISTRIBUTOR/DEALER.

Bidder must indicate if it is an authorized factory distributor/dealer for the manufacturer being quoted (please initial).

Yes: X No:

FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-1097
(SHOW THIS NUMBER ON ENVELOPE)

If bidder is not an authorized distributor/dealer, the bidder shall submit with its Quotation a formal Letter of Certification from the manufacturer, stating that the manufacturer will honor any warranty claims by the City for equipment, parts, and/or materials provided by the bidder.

The manufacturer will be responsible for any default of the supplier that is not corrected by the supplier in a timely and efficient manner. This responsibility includes replacing incorrect or defective parts, trouble shooting, and correcting problems that are traceable to the manufacturer.

COMPATIBILITY. The above item(s) shall match and intermember with existing equipment now in use by the Department.

VENDOR PAYMENT. Please note. Vendor name and address must be submitted exactly as it will appear on the invoice. If invoice remit to (remittance) name and address are different from the bid name and address, please indicate:

REMIT TO: NAME: Johnson Controls Fire Protection LP

ADDRESS: Dept. CH 10320

Palatine, IL 60055-0320

Invoices submitted for payment where the invoice name and address does not match the name as it appears on the purchase order or as indicated in the space above, will not be processed and will be returned to the vendor.

SUPPLIER CONTACT INFORMATION:

Contact Person: Andrew Beggs

Title: Area Owner Sales Manager

Telephone No.: (657) 414-6803

Fax No.: (562) 405-3801

E-Mail Address: andrew.william.beggs@jci.com

24 Hour Contact No.: (888) 746-7539

COMPLIANCE WITH LAWS. Vendor shall comply with all applicable Ordinances, laws, Rules and Regulations of the City and of any County, State or Federal Government, or subdivision thereof.

FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-1097
(SHOW THIS NUMBER ON ENVELOPE)

DEFAULT BY SUPPLIER. In case of default by Vendor, the City reserves the right to procure the articles or services from other sources and to hold the vendor responsible for any excess costs occasioned to the City thereby.

ENVIRONMENTAL MANAGEMENT SYSTEM.

The Los Angeles Harbor Department (Port) is committed to managing resources and conducting Port development and operations in both an environmentally and fiscally responsible manner. The Port will strive to improve the quality of life and minimize the impacts of its development and operations on the environment and surrounding communities through the continuous improvement of its environmental performance and the implementation of pollution prevention measures, in a feasible and cost effective manner that is consistent with the Port's overall mission and goals, as well as with those of its customers and the community. To ensure this policy is successfully implemented the Port will develop an environmental management program that will:

1. Ensure this environmental policy is communicated to Port staff, its customers, and the community;
2. Ensure compliance with all applicable environmental laws and regulations;
3. Ensure environmental considerations are included in planning, property, financial, developmental, and operational decisions, including feasible and cost effective options for exceeding applicable requirements;
4. Define and establish environmental objectives, targets, and best management practices and monitor performance;
5. Ensure the Port maintains a Customer Outreach Program to address common environmental issues; and
6. Fulfill the responsibilities of each generation as trustee of the environment for succeeding generations through environmental awareness and communication with employees, customers, regulatory agencies, and neighboring communities.

The Port is committed to the spirit and intent of this policy and the laws, rules and regulations, which give it foundation.

ETHICS CLAUSE.

Persons who submit a response to this solicitation (bidders) are subject to Charter section 470(c)(12) and related ordinances. As a result, bidders may not make campaign contributions to and or engage in fundraising for certain elected City officials or candidates for elected City office from the time they submit the response until either the contract is approved or, for successful bidders, 12 months after the contract is signed. The bidder's principals and subcontractors performing \$100,000 or more in work on the contract, as well as the principals of those subcontractors, are also subject to the same limitations on campaign contributions and fundraising.

Bidders must submit CEC Forms 50 and 55 (Exhibits 2 and 3) to the awarding authority at the same time the response is submitted. The forms requires bidders to identify their principals, their subcontractors performing \$100,000 or more in work on the contract, and the principals of those subcontractors. Bidders must also notify their principals and subcontractors in writing of the restrictions and include the notice in

FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-1097
(SHOW THIS NUMBER ON ENVELOPE)

contracts with subcontractors. Responses submitted without a completed CEC Form 55 shall be deemed nonresponsive. Bidders who fail to comply with City law may be subject to penalties, termination of contract, and debarment. Additional information regarding these restrictions and requirements may be obtained from the City Ethics Commission at (213) 978-1960 or ethics.lacity.org.

INDEMNIFICATION AND INSURANCE

Indemnification

Except for the sole negligence or willful misconduct of the City, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, Vendor undertakes and agrees to defend, indemnify and hold harmless the City and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including Vendor's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Purchase Order by Vendor or its subcontractors of any tier. Rights and remedies available to the City under this provision are cumulative of those provided for elsewhere in this Purchase Order and those allowed under the laws of the United States, the State of California, and the City.

Acceptable Evidence and Approval of Insurance

Electronic submission is the required method of submitting Vendor's insurance documents. KwikComply is the City's online insurance compliance system, designed to be used primarily by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the ACORD 25 Certificate of Liability Insurance in electronic format. The advantages of KwikComply include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. Vendor's insurance broker or agent shall obtain access to KwikComply at <https://kwikcomply.org/> and follow the instructions to register and submit the appropriate proof of insurance on Vendor's behalf.

Policy Copies

Upon request by City, Vendor must furnish copy of binder of insurance and/or full certified policy of any insurance policy required herein. Such request may occur outside of termination and/or expiration date of this contract.

PRIMARY COVERAGE

The coverages submitted must be primary with respect to any insurance or self insurance of the City of Los Angeles Harbor Department. The City of Los Angeles Harbor Department's program shall be excess of this insurance and non-contributing.

FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-1097
(SHOW THIS NUMBER ON ENVELOPE)

If the Vendor maintains higher limits than the minimums shown below, the City requires and shall be entitled to coverage for the higher limits maintained by the Vendor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

ADDITIONAL INSURED

The City of Los Angeles Harbor Department, its officers, agents, and employees must be included as additional insureds in applicable liability policies to cover the City of Los Angeles Harbor Department's vicarious liability for the acts or omissions of the named insured. Such coverage is not expected to respond to the active negligence of the City of Los Angeles Harbor Department.

NOTICE OF CANCELLATION

By terms of the contract, the contracting company agrees to maintain all required insurance in full force for the duration of the contractor's business with the City of Los Angeles Harbor Department. Each contractually required insurance policy shall provide that it will not be canceled or reduced in coverage until after the Board of Harbor Commissioners, Attention: Risk Manager and the City Attorney of the City of Los Angeles Harbor Department have been given thirty (30) days' prior notice (or 10 day notice of non-payment of premium) by registered mail addressed to 425 S. Palos Verdes Street, San Pedro, California 90731.

RENEWAL

When an existing policy is timely renewed, you are encouraged to submit your renewal policy as soon as it is available to KwikComply. All renewals must continue to meet the policy conditions listed above. As a courtesy, Risk Management sends notifications of expiring or expired insurance. However, it is the responsibility of the contracting company to ensure evidence of insurance remains effective for the duration of the contract.

For further clarification on Insurance procedures, coverage information and documentation please go to <http://www.portoflosangeles.org/business/risk.asp>.

Vendor will be required to furnish, at its own expense and within TEN (10) days of notification of pending award, proof of insurance, in accordance with the types and in the minimum limits shown below:

NOTE

FAILURE TO SUBMIT PROOF OF INSURANCE WITHIN (10) DAYS UPON RECEIPT OF NOTICE OF INTENT TO AWARD WILL DEEM THE BIDDER NON- RESPONSIVE AND THE PROSPECTIVE AWARD MAY BE CANCELLED.

General Liability Insurance

Vendor shall procure and maintain in effect throughout the term of this Purchase Order, without requiring additional compensation from the City, commercial general liability insurance covering personal and advertising injury, bodily injury, and property damage providing contractual liability, independent

FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-1097
(SHOW THIS NUMBER ON ENVELOPE)

contractors, products and completed operations, and premises/operations coverage written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's is not available) within Vendor's normal limits of liability but not less than **One Million Dollars (\$1,000,000.00)** combined single limit for injury or claim. Said limits shall provide first dollar coverage except that Executive Director may permit a self-insured retention or self-insurance in those cases where, in his or her judgment, such retention or self-insurance is justified by the net worth of Vendor. The retention or self-insurance provided shall provide that any other insurance maintained by the Harbor Department shall be excess of Vendor's insurance and shall not contribute to it. In all cases, regardless of any deductible or retention, said insurance shall contain a defense of suits provision and a severability of interest clause. Additionally, each policy shall include an additional insured endorsement (CG 2010 or equivalent) naming the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds, a 10-day notice of cancellation for nonpayment of premium, and a 30-day notice of cancellation for any other reasons.

Auto Liability Insurance

Vendor shall procure and maintain at its expense and keep in force at all times during the term of this Purchase Order, automobile liability insurance written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's is not available) within Consultant's normal limits of liability but not less than **One Million Dollars (\$1,000,000.00)** covering damages, injuries or death resulting from each accident or claim arising out of any one claim or accident. Said insurance shall protect against claims arising from actions or operations of the insured, or by its employees. Coverage shall contain a defense of suits provision and a severability of interest clause. Additionally, each policy shall include an additional insured endorsement (CG 2010 or equivalent) naming the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds, a 10-day notice of cancellation for nonpayment of premium, and a 30-day notice of cancellation for any other reasons.

Workers' Compensation and Employer's Liability

Vendor shall certify that it is aware of the provisions of Section 3700 of the California Labor code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that Vendor shall comply with such provisions before commencing the performance of the tasks under this Purchase Order. Coverage for claims under U.S. Longshore and Harbor Workers' Compensation Act, if required under applicable law, shall be included. Vendor shall submit Workers' Compensation policies whether underwritten by the state insurance fund or private carrier, which provide that the public or private carrier waives its right of subrogation against the City in any circumstance in which it is alleged that actions or omissions of the City contributed to the accident. Such Worker's Compensation and occupational disease requirements shall include coverage for all employees of Vendor, and for all employees of any subcontractor or other vendor retained by Vendor.

FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-1097
(SHOW THIS NUMBER ON ENVELOPE)

INITIAL HERE ACKNOWLEDGING INSURANCE REQUIREMENTS:

 (initial)

Upon approval of insurance, contractor will receive written authorization to proceed.

NO WORK MAY BE PERFORMED WITHOUT SUCH WRITTEN AUTHORIZATION TO PROCEED

SITE MAINTENANCE & CLEAN-UP. Contractor shall keep the premises and worksite clean and free from rubbish and debris. Upon completion of the contract and before acceptance of the work by the City, the Contractor shall at once remove as necessary all plants, tools, equipment and materials, and shall thoroughly clean the worksite leaving it with a neat clean appearance.

EQUAL BENEFITS POLICY

The Board of Harbor Commissioner of the City of Los Angeles adopted Resolution No. 6328 on January 12, 2005, agreeing to adopt the provisions of Los Angeles City Ordinance 172,908, as amended, relating to Equal Benefits (Section 10.8.2 et seq. of the Los Angeles Administrative Code) as a policy of the Harbor Department. Bidder shall comply with the policy whenever applicable. Violation of the policy shall entitle the City to terminate any agreement with Bidder and pursue any or all other legal remedies that may be available.

BUSINESS TAX REGISTRATION CERTIFICATE (BTRC). In accordance with the City of Los Angeles Municipal Code, a Business Tax Registration Certificate may be required of persons engaged in business activity within the City. The Office of Finance, Tax and Permit Division, (213) 473-5901, has sole authority in determining a firm's tax requirements and in issuing Business Tax Registration Certificates or Business Tax Exemption Numbers. Accordingly, firm's current Business Tax Registration Certificate or Business Tax Exemption Number must be clearly shown on all invoices submitted for payment. Bidder, in submitting this bid, acknowledges and accepts the above requirements and recognizes that no invoice will be processed for payment without inclusion of the Business Tax Registration Certificate or Business Tax Exemption Number.

TAXPAYER IDENTIFICATION NUMBER. Contractor declares that it has an authorized Taxpayer Identification Number (TIN), which must be indicated on all invoices. No payments will be made under this agreement without a valid TIN number.

FORMAL REQUEST FOR BID

**CITY OF LOS ANGELES
HARBOR DEPARTMENT**

BID NO. F-1097
(SHOW THIS NUMBER ON ENVELOPE)

GENERAL CONDITIONS READ CAREFULLY

1. **FORM OF BID AND SIGNATURE.** The Bid must be made on this form only, and is limited to the Terms and Conditions contained herein, unless expressly agreed otherwise in writing by the City. No telephonic or facsimile bid is acceptable, unless otherwise indicated. Bid should be enclosed in a sealed envelope, showing the Bid No. in the lower left corner, and addressed to the Port of Los Angeles Contracts and Purchasing Division, 500 Pier "A" Street, Wilmington, CA 90744. Bids must be signed with the firm's corporate name or DBA and by a responsible officer or authorized employee. In case of error in extension of prices, unit price will govern. All prices must be firm unless the specification provides for adjustment.
2. **TAXES:** Do not include any Sales or Federal Excise Tax in prices unless the specifications specifically require that they be included. Sales tax will be added by the City at time of award. The City will furnish Federal Excise Tax Exemption Certificate to Supplier. Any other taxes must be included in bid prices.
3. **SPECIFICATION CHANGES.** Vendor may request in writing that specifications be modified if its provisions restrict vendor from bidding. Such request must be received by the Director of Purchasing at least five (5) working days before bid opening date. All vendors will be notified by Addendum of any approved changes in the specifications.
4. **BRAND NAMES AND SPECIFICATIONS.** The detailed specifications and/or brand name references are descriptive and indicate quality, design, and construction of items required. Offers will be considered to supply articles substantially the same as those described therein but with minor variations. Vendor must describe variations in their Bid.
5. **AWARD OF CONTRACT.** Bid shall be subject to acceptance by the City for a period of three (3) months unless a lesser period is prescribed in the quotation by the vendor. The City may make combined award of all items complete to one vendor or may award separate items to various vendors. Vendors may submit alternate prices, a lump sum or a discount conditional on receiving an award for two or more items. The right is reserved to reject any, or all, bids and to waive informality in bids.
6. **PURCHASE AGREEMENT.** A copy of the Bid, Specifications and General Conditions will remain on file in the Purchasing Office. All material or services supplied by the Contractor shall conform to the applicable requirements of the City Charter, City Ordinances, and all applicable State and Federal Laws, as well as conforming to the Specifications, Terms and Conditions contained herein.
7. **PRICE GUARANTEE.** If during the term of any agreement awarded pursuant to this Bid, the supplier sells the same materials or services under similar quantity and delivery conditions, at prices below those stated herein, such lower prices are to immediately be extended to the City.
8. **DEFAULT BY SUPPLIER.** In case of default by supplier, the City reserves the right to procure the articles or services from other sources and to hold the supplier responsible for any excess costs incurred by the City.
9. **DELIVERY:** If delivery of the commodity or service cannot be made exactly as specified and at the price shown, notify the Director of Contracts and Purchasing immediately. Do not make delivery without his approval. Any correspondence, other than invoices, relating to this order must be sent to the Director of Contracts and Purchasing.
10. **INSPECTION:** All materials furnished on this order will be subject to test and inspection and, if rejected, will be held subject to order of shipper and subject to accrued charges.
11. **INVOICING:** The point of free delivery, terms, contract number, name and address of department must appear on all invoices.

All materials must be marked and tagged with the Contract number and be accompanied by packing list in detail. Material must be packed and shipped in conformity with tariff or classification requirements.

Prices on the contract include delivery to the division within building unless otherwise specified on the contract.

Prepaid charges for transportation must be accompanied by original expense bill marked paid and is not subject to transportation tax, due to the exemption permitted municipalities as indicated.

Materials shall be listed separately on invoices covering repairs or installation service.

The Harbor Department will not be responsible for services, materials, or supplies furnished without prior authorization from the Director of Contracts and Purchasing.

This contract must not be assigned or transferred to anyone without the written approval of the Director of Contracts and Purchasing.

Discount period to be computed from date of receipt of invoice, or complete acceptance of goods or services, whichever is the later date.

In case of delay of payment beyond 30 days after acceptance of goods or services or date of invoice, whichever is later, please write the Harbor Department Accounting Section giving the contract number, stating to which division and on what date delivery was made.

Harbor Department may pay on partial deliveries, but right is reserved by the Director of Contracts and Purchasing to require complete delivery before payment.

12. **TIME AND MATERIALS WITH NO FIXED FEES:** ALL INVOICES WITH PAYMENTS FOR TIME AND MATERIALS MUST BE SUPPORTED / BACKED UP BY TIME SHEETS.

NOTE: THOSE INVOICES WITH FIXED FEE RATES DO NOT REQUIRE TIME SHEETS.

13. **CITY OF LOS ANGELES MUNICIPLE CODE:** All items must meet the requirements of the City of Los Angeles Municipal Code.
14. **PAYMENTS.** Payment terms are NET 30 days unless vendor quotes otherwise. Cash discounts allowing less than 20 days or 20th Proxima will not be considered by the City when evaluating Bids. All Cash Discounts are computed from the date of delivery in full or completion and acceptance of the work or material, or from date of receipt of invoice, whichever is

FORMAL REQUEST FOR COOPERATIVE AGREEMENT

**CITY OF LOS ANGELES
HARBOR DEPARTMENT**

BID NO. F-1097
(SHOW THIS NUMBER ON ENVELOPE)

latest. Partial payments may be made by the City on delivery and acceptance of goods and on receipt of vendor's invoice. Invoices must be submitted as specified on the Purchase Order or Notice to Proceed.

15. **ASSIGNMENT.** The supplier shall not assign or transfer by operation of law any obligation without the prior written consent of the Director of Contracts and Purchasing.
16. **NONDISCRIMINATION.** During the performance of this contract, the contractor shall not discriminate in employment practices against any employee or applicant for employment because of the employee's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition, in accordance with L.A. Admin. Code Sections 10.8 to 10.13, whose provisions are incorporated herein. All subcontracts awarded under any such contract shall contain a like nondiscrimination provision.
17. **SAFETY APPROVAL.** Articles supplied under this contract will not be accepted unless they comply with current safety regulations of the City Department of Building and Safety, U.L., the Safety Orders of the California Division of Occupation Safety and Health (CalOSHA) and OSHA requirements.
18. **PREVAILING WAGES.** Where labor is required for public work as a part of this contract, pursuant to the provisions of the Labor Code of the State of California, contractor shall pay no less than the general prevailing wages for the area as determined by the Director of the Department of Industrial Relations, State of California. Copy of wage schedule is obtainable from the Office of the Board of Public Works, City Hall, Los Angeles.
19. **CONTRACTOR'S LIABILITY.** The contractor agrees to, at all times, relieve, protect, save harmless, and fully indemnify the City of Los Angeles, its officers, agents and employees from any and all liability whatsoever that may arise or be claimed by reason of any acts of said contractor, contractor's employees and agents, in connection with the work to be performed under the contract.
20. **PATENT RIGHTS.** The person, firm, or corporation, upon whom this order is drawn, does, in case the materials or supplies to be furnished are covered wholly or in part by U.S. Letters Patent, by the acceptance of this order agrees to indemnify and hold the City of Los Angeles harmless from any and all injuries or damage which the City may sustain by reason of the sale to or use by it of such materials or supplies and arising out of the alleged or actual infringement of said letters patent.
21. **LEGAL JUSTIFICATION.** This agreement shall be deemed entered into in Los Angeles, California, and shall be governed and construed in accordance with the laws of the State of California.
22. **TERMINATION FOR NON-APPROPRIATION.** The Harbor Department of the City of Los Angeles' (City's) obligation to pay any amount hereunder, for any City fiscal year after the current fiscal year is contingent upon City's appropriation of funds for that purpose. The City's fiscal year ends on June 30th of each calendar year. Accordingly, anything to the contrary notwithstanding, the City may terminate this contract and future monetary obligations hereunder as of the end of any fiscal year.
23. **CANCELLATION.** The contract may be terminated in whole or in part by the Harbor Department of the City of Los Angeles (City) for its convenience, without penalty, provided that the Vendor is given not less than 30 days written notice (delivered by certified mail, return receipt requested) of the intent to terminate. The City will pay for that portion of the orders fulfilled or work performed. The City has the right to cancel the contract for cause at any time.

THE END

No. 285 Rev. 07/15-116

Bidder Certification

This form must be submitted with your bid or proposal to the City department that is awarding the contract noted below. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

☒ **Original Filing** ☐ **Amendment:** Date of Signed Original _____, Date of Last Amendment _____

Reference Number (Bid, Contract, or BAVN)	Awarding Authority (Department awarding the contract)
Contract No. 39939	Harbor Department of the City of Los Angeles
Bidder Name	
Johnson Controls Fire Protection, LP	
Address	
12728 Shoemaker Avenue	
Email Address	Phone Number
matthew.schmit@jci.com	(562) 405-3800

Certification

I certify the following on my own behalf or on behalf of the entity named above, which I am authorized to represent:

A. I am applying for one of the following types of contracts with the City of Los Angeles:

1. A goods or services contract with a value of more than \$25,000 and a term of at least three months;
2. A construction contract with any value and duration;
3. A financial assistance contract, as defined in Los Angeles Administrative Code § 10.40.1(h), with a value of at least \$100,000 and a term of any duration; or
4. A public lease or license, as defined in Los Angeles Administrative Code § 10.40.1(i), with any value and duration.

B. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information in this form is true and complete.

Kathleen Nielsen

Name

Fire Service Manager

Title

**Kathleen
Nielsen**

Signature

02/02/2021

Date

Digitally signed by Kathleen
Nielsen
Date: 2021.02.02 17:25:57
-08'00'

Prohibited Contributors (Bidders)

This form must be completed in its entirety and submitted with your bid or proposal to the City department that is awarding the contract. Failure to submit a completed form may affect your bid or proposal. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

☒ **Original Filing** ☐ **Amendment:** Date of Signed Original _____ Date of Last Amendment _____

Reference Number (Bid, Contract, or BAVN): Contract No. 39939 Date Bid Submitted: 02/02/2021

Contract Description (Title of the RFP or City contract solicitation and description of the services to be provided):
Annual requirements of the Los Angeles Harbor Department for portwide fire alarm and fire suppression system maintenance and upgrades

Awarding Authority (Department awarding the contract): Harbor Department of the City of Los Angeles

Bidder Name: Johnson Controls Fire Protection, LP

Bidder Address: 12728 Shoemaker Avenue

Bidder Email Address: matthew.schmit@jci.com Bidder Phone Number: (562) 405-3800

Schedule Summary

Please complete all three of the following:

- | | | |
|--|--|---|
| 1. SCHEDULE A — Bidder's Principals (check one)
The bidder has one or more PRINCIPALS , as defined in LAMC § 49.7.35(A)(6).
At least one principal is required for entities. (If you check "Yes", Schedule A is required.) | Yes
<input checked="" type="checkbox"/> | No
<input type="checkbox"/> |
| 2. SCHEDULE B — Subcontractors and Their Principals (check one)
The bidder has one or more SUBCONTRACTORS on this bid or proposal with
subcontracts worth \$100,000 or more. (If you check "Yes", Schedule B is required.) | Yes
<input type="checkbox"/> | No
<input checked="" type="checkbox"/> |
| 3. TOTAL NUMBER OF PAGES SUBMITTED (including this cover page): <u>2</u> | | |

Certification

I certify the following under penalty of perjury under the laws of the City of Los Angeles and the state of California:
A) I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter § 470(c)(12) and any related ordinances; B) I understand that I must amend this form within ten business days if any information changes; C) I am the bidder named above or I am authorized to represent the bidder named above, and my name appears below; and D) The information provided in this form is true and complete to the best of my knowledge and belief.

Kathleen Nielsen

Name

Fire Service Manager

Title

Kathleen
Nielsen

Signature

02/02/2021

Date

Digitally signed by Kathleen
Nielsen
Date: 2021.02.02 17:28:25
-08'00'

Prohibited Contributors (Bidders)

Schedule A - Bidder's Principals

Please identify the names and titles of all the bidder's principals (attach additional sheets if necessary). Principals include a bidder's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the bidder of at least 20 percent and employees of the bidder who are authorized by the bid or proposal to represent the bidder before the City.

Name: George Oliver Title: Chairman and Executive Officer
Address: 9 Roszel Road, Princeton, NJ 08540

Name: Olivier Leonetti Title: Executive VP and CFO
Address: 5757 N Green Bay Ave, Milwaukee, WI 53209

Name: Nate Manning Title: VP and President NA Building Solutions
Address: 507 E Michigan St, Milwaukee, WI 53202

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

☐ Check this box if additional Schedule A pages are attached.

Prohibited Contributors (Bidders)

Schedule B - Subcontractors and Their Principals

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

Subcontractor's Name

Subcontractor's Address

Please check one of the following options:

This subcontractor has one or more principals. ☐ Yes* ☐ No

** Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.*

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

☐ Check this box if additional Schedule B pages are attached.

Letter of Agreement To Extend the Contract

Between

Johnson Controls Fire Protection LP
5757 N. Green Bay Ave. #591
Milwaukee, WI 53209

And

Sourcwell
202 12th Street NE
Staples, MN 56479
Phone: (218) 894-1930

The Vendor and Sourcwell have entered into an Agreement (Contract #031517-SGL) for the procurement of Facility Security Equipment, Systems, and Services with Related Equipment and Supplies. This Agreement has an expiration date of June 30, 2021, but the parties may extend the Agreement for one additional year by mutual consent.

The parties acknowledge that extending the Agreement for another year benefits the Vendor, Sourcwell and Sourcwell's members. The Vendor and Sourcwell therefore agree to extend the Agreement listed above for a fifth year. This existing Agreement will terminate on June 30, 2022. All other terms and conditions of the Agreement remain in force.

Sourcwell

DocuSigned by:

By: Jeremy Schwartz, Its: Director of Operations &
C0FD2A139D08489...
Procurement/CPO

Name printed or typed: Jeremy Schwartz

Date 9/29/2020 | 1:33 PM CDT

Johnson Controls Fire Protection LP

DocuSigned by:

By: Thomas Staves, Its: Natl Sales Mgr Cooperative Contracts
E026EC1139B5439...

Name printed or typed: Thomas Staves

Date 9/29/2020 | 11:36 AM PDT

Form C**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**Company Name: SimplexGrinnell, LP

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

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
Our team does not have any exceptions to the terms, conditions, or specification detailed in the RFP.			


Proposer's Signature: 

Mr. James W. Madson, Vice President of Strategic Sales

Date: March 15, 2017

NJPA's clarification on exceptions listed above:

Review and Approved:


NJPA Legal Department

Contract Award
RFP #031517

FORM D



Formal Offering of Proposal

(To be completed only by the Proposer)

FACILITY SECURITY EQUIPMENT, SYSTEMS, AND SERVICES WITH RELATED EQUIPMENT AND SUPPLIES

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

Company Name: SimplexGrinnell, LP _____ Date: March 15, 2017

Company Address: 50 Technology Drive

City: Westminster _____ State: MA _____ Zip: 01441

Contact Person: Mr. Thomas Staves _____ Title: National Account Sales Manager and NJPA National Account Program Manager

Authorized Signature:  Mr. James W. Madson, Vice President of Strategic Sales
(Name printed or typed)

FORM E
CONTRACT ACCEPTANCE AND AWARD



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

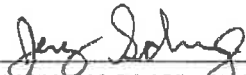
NJPA Contract #: 031517-SGL

Proposer's full legal name: SimplexGrinnell, LP

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

The effective date of the Contract will be June 30, 2017 and will expire on June 30, 2021 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:



NJPA DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CPO SIGNATURE

Jererny Schwartz
(NAME PRINTED OR TYPED)



NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on June 29, 2017


NJPA Contract # 031517-SGL

Vendor Authorized Signatures:

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

Vendor Name SimplexGrinnell

Authorized Signatory's Title Vice President Sales



VENDOR AUTHORIZED SIGNATURE

James W. Madson

(NAME PRINTED OR TYPED)

Executed on June 30, 2017

NJPA Contract # 031517-SGL

PROPOSER ASSURANCE OF COMPLIANCE



Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

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

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

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

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

Company Name: SimplexGrinnell, LP

Address: 50 Technology Drive

City/State/Zip: Westminster, MA 01441

Telephone Number: 978-731-2500

E-mail Address: jmadson@simplexgrinnell.com

Authorized Signature: 

Authorized Name (printed): Mr. James W. Madson

Title: Vice President of Strategic Sales

Date: March 10, 2017

Notarized

Subscribed and sworn to before me this 10th day of March, 20 2017

Notary Public in and for the County of Newport State of RI

My commission expires: 8/30/17

Signature: 

Kathleen M. Sanderson-Upham
Notary Public ID: 755715
My Commission Expires 08/30/2017



Form P

PROPOSER QUESTIONNAIRE

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

Proposer Name: SimplexGrinnell, LP

Questionnaire completed by: Mr. Thomas Staves National Account Sales Manager and NJPA National Account Program Manager

Payment Terms and Financing Options

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

Payment terms are Net 30 for all invoices. For contracting sales, a schedule of values will be outlined and agreed to regarding payment intervals throughout the installation process.

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

Our organization offers various financial solutions in an effort to remain focused on the financing needs of its customers. Program offerings include:

Direct Purchase

Direct Purchase offers clients a choice of tailored lease plans, including:

- Capital & Operating Lease Structures
- Fair Market Value (FMV) Purchase Option
- 10% Purchase Option
- \$1 Out Purchase Option
- Municipal Lease, \$1 Purchase Option
- 1 to 5 Year Financing Terms
- Easy to Upgrade - "Refresh Programs"
- No Penalties for Early "Buy-Outs"

Fair Market Value (FMV) Purchase Option

This program offers the lowest monthly payment, and when the lease term ends, you can choose among several end-of-lease options:

- Purchase the equipment at a fair market value
- Upgrade your equipment with our "Technology Refresh" program
- Re-lease the equipment
- Return the equipment to us

10% Purchase Option

This plan guarantees the end-of-lease purchase price. Clients are not obligated to exercise this purchase option. The 10% purchase option provides end-of-lease flexibility which pre-determines the residual value of the equipment. End-of-lease options include:

- Purchase the equipment at 10% of its original cost
- Upgrade the equipment

- Re-lease the equipment
- Return the equipment

Please see Section 15 of our proposal for additional information regarding leasing.

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

Our team's sales representatives will meet with end user customers and will develop a quotation. Throughout the process there will be hooks in place to monitor the entire sales cycle, from initial contact to the closing the individual sales. A lead program will be instituted that will track all NJPA opportunities. Our in place "Salesforce.com" system will be used to track the sales process and will also be able to provide status updates in real-time. Also from an IT perspective, hooks will be in place to monitor overall program compliance and ensure that proper pricing and prevailing wages are being utilized.

In order to process a completed sale, a Purchase Order or customer signature is required. Contract Sales will be entered by our local office sales personnel and the orders will be tracked within our in place "Job Design" system utilizing an NJPA Customer Account Classification Code. All service contracts will be handled by our national accounts centralization team.

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

Yes. Customers can pay invoices through our online payment system. There is no additional cost to NJPA members for using this system. For security purposes, our organization does not accept credit card numbers over the phone. We request customers pay through the online payment portal.

<https://www.simplexgrinnellpayonline.com/>. Payment can also be made online via the Customer Portal.

Warranty

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

- Do your warranties cover all products, parts, and labor?
- Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
- Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?
- Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?
- Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?
- What are your proposed exchange and return programs and policies?

We offer several types of warranties depending on whether we are providing a product installation or service. These warranties are provided at the end of Section 21 of our proposal response.

Conditions and Requirements to Qualify

Our policy states we will warranty a system installed by our technicians for a period of 1 year from date of the customer beneficial use. Service parts carry a 90 day warranty from the date of installation upon installations by a qualified technician. Any issues caused on the panel by a non-SimplexGrinnell/TycoIFS technician will not be covered. Any issues related to wiring from a third party contractor may not be covered. Additionally, any problems caused by third parties would not be covered. We also would not cover acts of nature such as lightning strikes, flooding, and other events such as that.

Claims Procedure

All warranty claims are handled through the local company office. To place a warranty claim, simply contact the local district office assigned to your facility, or place a service request through the Customer Portal. A technician will be assigned to diagnose and investigate the equipment under warranty demonstrating a malfunction. If it is a warranty claim, the local office will make repairs under the conditions of the warranty. If it is not, the technician will provide an estimate of the cost to repair. All repairs under or outside of warranty require customer sign off prior to completion.

Overall Structure

Our warranty structure is set forth to protect our clients against faulty products installed by or workmanship completed by our personnel.

What is Covered

Our warranties cover all products, parts, and labor associated with the SimplexGrinnell/TycoIFS-installed or serviced system.

Usage Restrictions or Other Limitations

There are no usage limitations in our warranty system for SimplexGrinnell/TycoIFS-installed or serviced systems.

Technician Travel Time and Mileage

Technician travel time and mileage to perform warranty repairs is covered under our warranty program.

Geographic Limitations

Due to the presence of our company-owned district offices throughout North America, we are not aware of any geographic region of the United States or Canada where we cannot provide warranty repair services.

Service on OEM Equipment

As indicated above, our policy states we will warranty a system installed by our technicians for a period of 1 year from date of the customer beneficial use. Service parts carry a 90 day warranty from the date of installation upon installations by a qualified technician. Different manufacturers may offer their own equipment warranties that cover the replacement cost of specific system components.

Exchange and Return Programs

According to the specific terms of each client's agreement, we can exchange a faulty piece of equipment or system component under warranty for its current equivalent. Equipment that cannot be repaired, or that is part of a legacy system no longer supported, will be replaced at the client's request.

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

Pricing, Delivery, Audits, and Administrative Fee

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

Our NJPA offering includes total support for all fire alarm, fire detection, fire protection, integrated security, healthcare communications, and sound/communications needs. Our capabilities include design, engineering development, integration, installation, project management, programming, testing, commissioning, training, warranty support, and post-warranty service. Our Technicians are highly trained and use state-of-the-art test equipment to ensure high quality results and are trained to perform related repairs, in addition to inspections and responding to emergency maintenance requirements. Our life safety services are "Best-Value" for the following reasons:

- Specialized inspection teams trained to identify and correct problems before they occur, thus preventing costly nuisance alarms and unnecessary downtime.
- Experienced technicians ensure that repairs are done right, and in a timely manner.
- Standardized reporting and documentation.
- Customized service plans to meet any customer's needs.

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

SimplexGrinnell proposes to utilize line item pricing based upon a Project Level Gross Margin (PLGM) of the previous years top 50 Commercial Customers sales per product family. Pricing for these line items is based upon the selling price. This analysis is performed annually, of the Top 50 Customers, the top and bottom 12.5% are dropped leaving 75% for computing the PLGM average for all contracting related quotes. National Accounts IPP Rev 6D for line item services is based on an average of 10% reduction from that of local district pricing.

Please see the following pricing documents included in Section 11 of this proposal:

Service

- National Accounts Rev 6 Line Item Service Pricing
- National Account Rev 6 Labor Pricing (embedded in Service Price file)
- US Domestic Labor Rates (embedded in Service Price file)
- National Account Recommendation quotes form
- National Account Service Quote
- National Account Deficiency Quote
- Hot List Sample (embedded in Service Price file)

Contracting

- NJPA Products and Labor Price File

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

We will provide NJPA clients with our standard national account labor rates that are on average 10% discount from local district rates.

- 10) The pricing offered in this proposal is

- ☐ a. the same as the Proposer typically offers to an individual municipality, university, or school district.
- ☐ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- ☒ c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- ☐ d. other than what the Proposer typically offers (please describe).

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

We do not intend to offer a volume discount to NJPA clients.

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

Services

For any non-standard offering, our team will quote using negotiated NJPA approved hourly labor rates and will be offered on a fixed price basis. For all replacement parts, we will utilize standard district pricing for all internal sourced parts. For Outside Purchase products and labor we will utilize a 20% markup over our cost.

Contracting

For any non-standard offering that does not have an associated line item price, we will provide at the approved PLGM rates. (This includes orders with just product and orders with labor combined)

- All Products Except Sprinkler PLGM 30.6%
- Sprinkler PLGM 21.7%

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

Suppression products are the only line items where we may add additional freight fees. Shipping of large 300 lb cylinders and significant quantities of foam can be expensive. Our team works closely with our customers to develop cost effective delivery arrangements when practical.

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

We will only charge freight for the following new products:

- Fire Extinguishers/Suppression Products
- Retardant, Foams and Equipment (Sapphire, Pyro-Chem & Ansul Products)

We will ship bulk rate whenever possible and rates/methods are always discussed with customers ahead of time and freight is broken out as a separate line item.

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

SimplexGrinnell owns and operates offices in both Hawaii and Alaska. TycoIFS employs technicians throughout Canada. There are not any different policies for these locations or other remote areas. Standard policy prevails. Related information is outlined in the Warranty Program information included with this proposal.

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

Our organization provides local support from our North American network of over 150 local offices in the United States and Canada. Each office functions as a "one-stop shop" providing parts, supplies, and equipment specific to each of the clients it serves. Additionally, both SimplexGrinnell and TycoIFS have access to the Tyco Warehouse in Atlanta, Georgia. Staffed with approximately 250 full time personnel, our team ensures orders are filled promptly. This 240,000 square foot facility stocks extensive inventories of all of the products sold by legacy Tyco International companies, including Simplex fire alarm panels and peripherals, Grinnell and ANSUL fire suppression products, SoftwareHouse, Exacq, Kantech, DSC and American Dynamics security equipment, and all brands of Nurse Call solutions offered currently or in the past by Tyco. The warehouse ships an average of over 12,000 orders a month, some 6,000 plus items each month are shipped to SimplexGrinnell and TycoIFS offices.

TycoIFS also maintains a large warehouse and distribution center in Toronto. Key elements of this facility include:

- Faraday, Pyrotronics, Simplex, Notifier, Edwards, and Gamewell parts supply.
- The facility encompasses the following operations; Service Parts, Raw Materials, Finished Products, Receiving, Returns, Domestic, and International Shipping.
- The facility is a two-shift operation with approximately 100 employees.
- The facility has the ability to store over 4,400 pallets of materials.
- The overall size of the facility is 170,000 square feet including the mezzanine.
- The Finished Product Warehouse has over 2,400 part numbers.
- The Raw Materials Warehouse has over 10,000 part numbers.
- The Service Warehouse has over 10,000 part numbers.
- The Shipping Operation handles over 1,500 customer orders a day, and over 30,000 pieces each day with a staff of 41 employees.

- A new overall layout and automated conveyor/sortation system has recently been installed, including a new fully automated radio frequency based Warehouse Management System. This system employs a bar-code recognition system for improved pick and ship accuracy.

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

We employ an internal auditing group and government compliance/prevaling wage group that is proactive in regards to contract compliance. Sales and Compliance personnel are separate functions in our organization. Our corporate compliance personnel will audit key data. Individual contracting projects and service orders will be audited monthly to verify compliance. If any issues are found, a larger sample is examined.

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

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

Industry-Specific Questions

NOTE: You may have addressed some of the following questions elsewhere in your response. If so, please also answer these industry questions completely. Do not leave them blank.

- 19) Describe any background checks that you require of employees and prospective employees.

How do you vet those personnel that might have access to sensitive NJPA member information?

SimplexGrinnell and TycoIFS complete pre-employment background checks and monitors driving records of all personnel who operate vehicles for company business at least annually. Selective employees are cleared by government agencies to work with sensitive data. Our technicians follow guidelines provided by our Manager of Industrial Security Compliance.

- 20) Articulate your process for screening and hiring contractor candidates.

Our organization completes pre-employment background checks and monitors driving records of all personnel who operate vehicles for company business.

- 21) What term better describes your company: national or regional? Please explain.

SimplexGrinnell and TycoIFS are national companies. We own and operate over 150 offices throughout North America.

- 22) Describe the methods that you use to monitor and conform to prevailing wage rate requirements throughout the U.S.

We employ a prevailing wage group in Westminster, MA. This group checks each service related project for prevailing wage requirements prior to the contract commencing. On the contracting side, a mandatory prevailing wage drop-down box must be implemented by the sales representative when the order is entered. Each project also gets flagged if it is going to be located in a prevailing wage state. SimplexGrinnell is extremely proactive on prevailing wage and compliance in general.

23) What reporting methods will you use to provide NJPA details on the service provided to our member agencies?

Our organization is capable of continuing to provide consolidated activity reports to NJPA detailing the specific services SimplexGrinnell and TycoIFS have provided to NJPA members within a specified time period. Reports can be segmented by state, region, life safety system, type of business, or any other parameter set by NJPA. Reports can be provided electronically in Excel, Word, or Adobe PDF to a specific individual or individuals designated by NJPA. We can also provide NJPA with access to our Customer Portal to access reports online. Finally, our organization can provide hard copy reports to NJPA at your request.

Tyco will also continue to provide installation, testing, inspection and service reports to NJPA's members. Reports will be provided to each member by the local company office providing support. We will also continue to provide NJPA members with access to the Customer Portal to provide 24/7/365 access to online reports.

24) What is your average response time for both routine and urgent agency requests?

The average response time for routine and urgent agency requests from NJPA's members will continue to be contingent on the type of request: Service or Installation, Emergency or Routine. Average service response times are consistent across the United States and Canada, including Alaska and Hawaii. Individual service response times may vary by company location, according to that location's distance from the specific NJPA member requiring service, for example, an NJPA member in New York City may experience a faster service response time from the New York City district office, which is centrally located in Midtown Manhattan, than an NJPA member in Santa Fe, New Mexico, where the nearest location, Albuquerque, New Mexico is just over an hour away.

Service Response Times

EMERGENCY CALL System/unit is not operational and backup system/unit is not available. Life safety and property protection is non-existent or property assets are in imminent danger of significant damage.

- Technician will be dispatched within 3 hours, unless a different time frame is required by applicable law

PRIORITY CALL System/unit is operational and maintenance or service work is required to maintain system/unit integrity.

- Technician will be on site within 24 hours

THREE DAY SERVICE CALL System/unit is operational; general repair is required.

- Technician will be on site within three(3) business days

SCHEDULED CALL System/unit is operational; planned appointment for inspection, maintenance, and/or service work.

- Technician will be on site within fourteen (14) calendar days

Installation Response Times

Both SimplexGrinnell and TycoIFS will respond to new equipment installations and upgrade requests according to the deadline set by the NJPA member placing the request. Each local office has the ability to procure manpower, project management, design, and equipment resources from across the Continent to support urgent installations and upgrades.

25) How do you remain ahead of current trends regarding products and technology?

Our organization is dedicated to identifying, developing, and implementing new products and technologies, including service delivery technologies, in support of our clients. In 2015, Tyco International invested \$212,000,000 in research and development. In Fiscal Year 2016, JCI, with whom Tyco merged on September 6, 2016, invested \$316,000,000 in research and development. Individually as wholly-owned subsidiaries, SimplexGrinnell and TycoIFS continually review new and emerging technologies to identify how they will fit into our existing business model to the benefit of our clients. Our Sales Engineering team attends trade shows and industry conferences, performs research, maintains contact with industry leaders and suppliers, and uses our voice of the customer program to determine customer needs and develop the appropriate programs and products. One example of this is our Customer Portal, which was developed in response to client requests for online reporting and service request functionality. Another is our Electronic Information Reporting System (EIR). EIR was developed in response to emerging trends in cloud technology and the use of smartphones and tablets to access real-time inspection data. Tyco Fire Protection Product's engineering and new product development teams work directly with our local district offices to identify current and upcoming trends in life alarm and life safety technology and develop new products to meet our customer's anticipated demands.

26) Clearly describe your rate structure, and demonstrate how NJPA members can effectively determine their cost for your proposed solutions.

We will provide NJPA clients with our standard national account labor rates that are on average 10% discount from local district rates.

27) How do you ensure that your prices are competitive?

Our company continually performs market reviews to determine the average of what the products and services we offer are being priced at throughout the National and Local marketplace. Pricing data for individual products and services, including labor rates and equipment markup percentages, is gathered from a wide array of sources and compared, on an individual and aggregate basis, to SimplexGrinnell and TycoIFS' current pricing models. Prices are then adjusted to ensure we remain competitive in the marketplace.

Signature:  James W. Madson, Vice President of Strategic Sales

Date: March 15, 2017

RIDER FOR NAME CHANGE TO JOHNSON CONTROLS FIRE PROTECTION LP

THIS RIDER FOR NAME CHANGE TO JOHNSON CONTROLS FIRE PROTECTION LP ("Rider") effective as of **12/17/2017** ("Effective Date") entered into by and between **Johnson Controls Fire Protection LP (f/k/a SimplexGrinnell LP)** ("Johnson Controls") and **National Joint Powers Alliance** ("Customer") is incorporated into and made part of the Agreement by and between Johnson Controls and Customer (the "Agreement"). Hereinafter Johnson Controls and Customer may be referred to individually as a "party" or collectively as the "parties."

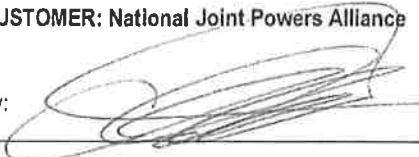
1. The parties hereby acknowledge that on January 25, 2016, Tyco International Plc., SimplexGrinnell LP's ("SimplexGrinnell") ultimate indirect parent, and Johnson Controls, Inc. publicly announced its plan to merge the combined companies to form Johnson Controls, Plc. As part of the reorganization, Simplex Grinnell's name was changed to Johnson Controls Fire Protection LP. Notwithstanding the foregoing, Johnson Controls' obligations to the Customer under the Agreement are not affected by the merger and/or name change and neither activity shall be considered an assignment for purposes of the Agreement.

2. Johnson Controls and Customer hereby agree that all references to "SimplexGrinnell" under the Agreement are hereby modified to read Johnson Controls Fire Protection LP or Johnson Controls.

3. The parties hereto mutually agree that the Agreement, of which this Rider is made a part, is and shall be and remain in full force and effect in accordance with all of the terms and conditions thereof, modified only as specifically provided in this Rider. If a conflict or inconsistency exists between the terms and conditions of the Agreement and this Rider, then the terms and conditions of this Rider shall prevail. This Rider may be signed in one or more counterparts, which taken together shall constitute the same Rider, as of the day and year first above written.

CUSTOMER: National Joint Powers Alliance

By: _____



Its Authorized Representative

Name
Printed: Chad Coquette

Title: Executive Director / CEO

JOHNSON CONTROLS FIRE PROTECTION LP

By: _____

Thomas L Staves

Its Authorized Representative

Name
Printed: Thomas Staves

Title: National Manager, Cooperative Contracts

