

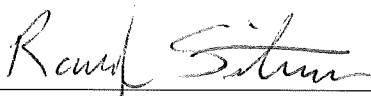
COVER SHEET

Proposer Information

Company Name _____ Johnson Control Inc.
Address _____ 4024 sw Topeka Blvd
City, State, Zip _____ Topeka , KS 66609
Main Phone _____ 785-231-8870

Contact Person Information

Name _____ Randy Sitorius
Job Title _____ Sales
Phone _____ 785-231-8870
Alt. Phone _____
Email _____ Randy.k.sitorius@jci.com

Signature _____ 

Date: _____ 9/12/2024

PRICE QUOTE

Proposer Johnson Controls, Rand SITORIUS

Quincy Street Station HVAC Controls

| | |
|--------------------------|--------------|
| Bldg Controls Automation | \$ 92,517.00 |
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |

Total Cost \$ 92,517.00

Warranty Information 12 months

Estimated Start Date October 2024 Estimated Completion Date March 2025

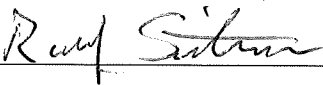
Topeka Metro is tax exempt. Do not include sales tax in your proposed price.

BUY AMERICA CERTIFICATION

Proposer will certify either compliance or non-compliance, not both. This certification must be submitted with the proposer's response.

Certificate of Compliance with 49 USC 5323(j)

The bidder hereby certifies that it will meet the requirements of 49 USC 5323(j), and the applicable regulations in 49 CFR Part 661 and any amendments thereto.

Signature: 

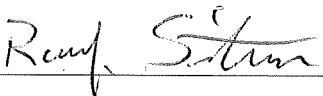
Name & Title: Randy Sitorius, Sales

Company: Johnson Controls Inc.

Date: 09/12/2024

Certificate of Non-Compliance with 49 USC 5323(j)

The bidder hereby certifies that it cannot comply with the requirements of 49 USC 5323(j) and 49 CFR 661.5, but it may qualify for an exception pursuant to 49 USC 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 CFR 661.7.

Signature: 

Name & Title: Randy Sitorius, Sales

Company: Johnson Controls Inc.

Date: 09/12/2024

LOBBYING CERTIFICATION

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. See 49 CFR 20.100.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. [Note: Pursuant to 31 USC 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure. See 49 CFR 20.400.]

The undersigned contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 USC 3801, et seq, apply to this certification and disclosure, if any.

Signature: Randy Sitorius

Name and Title: Randy Sitorius, Sales

Company Name: Johnson Controls Inc.

Date: 09/12/2024

NON-COLLUSION CERTIFICATION

This is my sworn statement to certify that this proposal was not made in the interest of or on behalf of any undisclosed entity. This proposal is not collusive.

This proposer has not been a party to any agreement or collusion in restraint of freedom of competition by agreement to bid a fixed price, to refrain from bidding, or otherwise. This proposer has not, directly or indirectly, by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interest of Topeka Metropolitan Transit Authority, or of any proposer, or anyone else interested in the proposed contract.

Signature: Randy Sitorius

Name and Title: Randy Sitorius, Sales

Company Name: Johnson Controls Inc.

Date: 09/12/2024

SUSPENSION / DEBARMENT CERTIFICATION

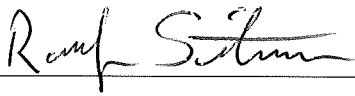
In regard to 2 CFR Parts 180 and 1200

In accordance with 2 CFR Parts 180 and 1200, the contractor is required to verify that none of its principals or affiliates:

- 1) is included on the federal government's suspended and debarred list;
- 2) is proposed for debarment, declared ineligible, voluntarily excluded or disqualified;
- 3) within three years preceding this proposal, has been convicted of or had a civil judgment rendered against them for (a) commission of fraud or criminal offense pertaining to performing a public transaction, (b) violation of any federal or state antitrust statute, or (c) embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- 4) is indicted or charged by a governmental entity for any of the charges in 3) above; and
- 5) has had any public transaction terminated for cause or default within three years preceding this proposal.

The contractor is required to include this requirement in any subcontracts related to this contract.

By signing and submitting its proposal, the proposer certifies that the certification in this clause is a material representation of fact relied upon by Metro. If it is later determined that the proposer knowingly rendered an erroneous certification, in addition to remedies available to Metro, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The proposer agrees to verify that none of its principals or affiliates is included on the federal government's suspended and debarred list at any time throughout the period of this contract. The proposer further agrees to include a provision requiring the same compliance in its subcontracts related to this contract.

Signature: 

Name and Title: Randy Sitorius, Sales

Company Name: Johnson Controls Inc.

Date: 09/12/2024



PROPOSAL
JOHNSON CONTROLS, INC.
4024 SW Topeka Blvd
Topeka, KS 66609
Cell 785/231-8870
Randy.k.sitorius@jci.com

To: Richard Appelhanz, Topeka Metro
Date: September 12, 2024
Project: Topeka Metro Controls Upgrade

Johnson Controls, Inc. proposes to provide the following equipment/labor for the above-mentioned project. Scope is per the project plans dated June 24, 2024, specs and Amendments x.

Quincy Metro Bldg Controls upgrade-

The new work under this project will be applied with current-technology BACnet controls.

Network Controller

Furnish and install Johnson Controls Network controller, this controller will allow users to login to system and see graphics, or text format. This network controller will save the trend logs of points and record the alarms in a history file. This network controller will be the front end to see all the field controllers that will be controlling AHUs, boilers, pumps, exhaust fans, and sensors.

AHU1,2,3 Controllers

Furnish and install Johnson Controls field controllers in existing cabinets and to reuse the wires to the field devices. JCI to replace damper actuators and valves and current relays for fan status. The sensors and relays can be reused. New thermostats will need to be added to be compatible with bacnet field controllers, this will require new four conductor wire to existing thermostat locations.

Zone 1 and 2 on AHU2-3

Furnish new actuators on zone damper and install new thermostat for Zone 1 and 2 control. This will require new four conductor wire on thermostats.

Unit Heaters 1,2 and Exhaust fan 2,4

Furnish new valve for hot water control and provide new space sensor for setpoint control. This will sequence heat and exhaust from same space sensor.

Boiler hot water Controller

Furnish and install Johnson Controls field controllers in existing cabinets and to reuse the wires to the field devices. JCI to replace hot water valves and current relays for pumps. Will reuse the VFDs on pump control also.

Mini split computer room

Furnish and install space sensor to generate alarm and trends for verification of operation of mini split unit.

Electrical Installation. JCI will provide the low-voltage installation for the above systems. Wiring in mechanical rooms will be installed in EMT conduit. Wiring in concealed accessible spaces will be installed using plenum-rated cable run open in a neat and workmanlike manner.

Common Inclusions-

Network Controller. JCI will build all database of alarms, trends in this controller to meet sequence of operations.

Graphics. JCI will provide graphics for the above systems, loaded onto the Network controller.

Training. JCI has included 6hr owner training per spec.

Testing. JCI has included start-up and checkout of system operations to meet sequence.

Submittals and O&M's. JCI will provide submittals and Operation & Maintenance Manuals.

JCI specifically **excludes** the following:

1. Installation of dampers, wells or pressure taps in piping.
2. Temperature gauges in ducts or piping.
3. Pressure gauges in ducts or piping.
4. Mounting or power wiring of the VFD's
5. Smoke detectors or any fire alarm related work.
6. All power wiring, or other wiring typically included on the electrical plans.

Please let me know if you have any questions regarding this proposal.

JCI's price for the above scope of work is: \$ 92,517.00 excluding sales tax

Signatures

This proposal is hereby accepted, and Johnson Controls is authorized to proceed with the work, subject however, to credit approval by Johnson Controls.

This proposal is Valid for 30 Calendar days

| | |
|--------------------|---------------------------------|
| _____ Signature | _____ Signature |
| Company: . | |
| Name: . | Name: Randy Sitorius |
| PO #: . | Phone: 785-231-8870 |
| Date: . | Email: randy.k.sitorius@jci.com |

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.**

Customer agrees to pay Johnson Controls pursuant to the progress-based billing schedule of values below. If the schedule of values includes an upfront deposit, it will be paid within 30 days of contract signing and Johnson Controls will not commence work until the upfront deposit is received. Customer agrees to pay for materials, goods, and equipment (ordered, delivered, or stored) pursuant to the schedule of values, prior to installation commencement. The remaining portion of the total price will be progress billed through completion of the work. Johnson Controls progress-based billing can also include any services performed on-site or off-site. All invoices will be delivered via email, paid via ACH/EFT bank transfer and are due NET 30 days from the date of the invoice. ACH/EFT bank transfer details will be provided upon contract execution. The proposed total price is contingent on Customer agreeing to these payment and invoicing terms

| Planned Monthly Progress Billing Schedule of Values | | |
|---|---------------------------|-----|
| Item # | Description | % |
| 1 | Deposit | 30% |
| 2 | Mobilization/ Engineering | 10% |
| 3 | Materials/Goods/Equipment | 30% |
| 4 | Installation | 20% |
| 5 | Commissioning | 10% |

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 _____