

Exhibit No. 3

City of Carson, CA

INVITATION FOR BIDS (IFB) NO. 24-22

Emergency Operations Center (EOC): Specialized Audio-Visual Systems Installation Services



August 22, 2024

Addendum No. 01 Dated August 21 in PlanetBids is Acknowledged and Accepted

Addendum No. 02 Dated August 21 in PlanetBids is Acknowledged and Accepted

Presented to:

The City of Carson, California
Nora A. Garcia
Emergency Services Manager

Submitted by:

Mark Thummel and John Kalinin
Account Executives-Building Solutions NA
(702) 664-9100
mark.a.thummel@jci.com

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A. JOHNSON CONTROLS INC. - PROPOSAL RESPONSE

Johnson Controls is pleased to provide the following proposal outlining the scope of work, specialized audio-visual systems installation services for the bill of material items, which include the following: The installation of the A/V Systems, integration with the Qumulex system, systems engineering, documentation, drawings, programming, material installation, all fabrication with modifications, assembly on and off premises, testing, commissioning, customer training, and project management on and off premises. Labor is provided at Prevailing Wages rates.

Johnson Controls has a deep history of being a security solutions provider for hundreds of municipalities nationwide. We have an appreciation for the work that local city leaders do, the challenges they face, and we are proud to serve as the preferred security solutions provider for so many cities, townships, and others.

This proposal is being submitted by John Kalinin and Mark Thummel for your review and consideration. Part of the management team for this account includes Andrew Krynen. Andrew is authorized to contract with the City of Carson on behalf of Johnson Controls Inc.

Johnson Controls Inc. has locations throughout the state of California, and we are in good standing with the California Secretary of State. Additional information about JCI includes:

Name of Company	Johnson Controls Inc.
Corporate Address	Corporate Headquarters 5757 N. Green Bay Ave. Milwaukee, WI 53209
Form of Ownership	C Corp.
Number of Employees	Johnson Controls Security Inc. has approximately 10,400 employees. Johnson Controls International plc has a global team of approximately 105,000 employees.
FEIN	39-0380010
DIR – Prevailing Wage	100000593
Description of Business	Johnson Controls Inc, a unit of Johnson Controls International plc, is the security industries' leading systems integrator in North America and has been doing business in the United States since 1874.

The contents of this proposal(s) in their entirety are presented solely, as representation of our development, design, and delivery capabilities. The entire contents of this document are confidential may not be disclosed, copied to any other document, or distributed, without sole written permission by an authorized Johnson Controls, Inc. representative.

B. Required Bid Sections and Documents

Required Bid Sections and Documents		
1	<p>Company Certification and Personnel Verification Certification, on company letterhead that the person submitting the bid is authorized to contract on behalf of the prospective vendor. Examples of authorized persons include owner, partner, or corporate officer. Include name, title, address, and contact information. If bidder is a corporation, certification should include statement that corporation is in good standing with the California Secretary of State.</p>	Required Attached Item No. 1
2	<p>Client Reference List Governmental entities preferred. Include client contact information and a brief description of the product provided to each client. Minimum of three (3) references. (download from PlanetBids)</p>	Required Attached Item No. 2
3	<p>Subcontractor List (if applicable) Include the subcontractor's qualifications and the nature and extent of work to be performed by each subcontractor</p>	Required Attached Item No. 3
4	<p>Modification, Changes or Exceptions to the City's Contract Services Agreement (template available for download from PlanetBids) Exceptions to the specifications of any proposed items, contract terms and conditions shall be fully described and stated in writing</p>	Required Attached Item No. 4
5	<p>Cost Include all relative pricing information</p>	Required Attached Item No. 5
6	<p>Affidavit of Non-Collusion and Non-Discrimination (download from PlanetBids)</p>	Required Attached Item No. 6
7	<p>Affidavit of Non-Federal Lobbyist Requirements (download from PlanetBids)</p>	Required Attached Item No. 7
8	<p>Debarment and Suspension Certificate (download from PlanetBids)</p>	Required Attached Item No. 8
9	<p>Acknowledgement of Insurance Endorsement (download from PlanetBids)</p>	Required Attached Item No. 9

1. ITEM NO. 1: COMPANY CERTIFICATION AND PERSONNEL VERIFICATION



DELEGATION OF AUTHORITY CERTIFICATE

The undersigned, Julie Brandt, President, Building Solutions, pursuant to the authority vested in her by: (i) a Sub-Delegation of Authority from the President of **Johnson Controls, Inc.**, a Wisconsin corporation ("JCI"), dated April 24, 2023, (ii) an Incumbency Certificate and Delegation of Authority from the general partner of **Johnson Controls Fire Protection LP**, a Delaware limited partnership ("JCFP"), dated April 24, 2023, and (iii) a Written Consent in Lieu of Special Meeting of the Management Board from **Johnson Controls Security Solutions LLC**, a Delaware limited liability company ("JCSS"), dated April 24, 2023, hereby authorizes:

Andrew Krynen
Market General Manager

(the "**Delegate**") to perform, on behalf of each of JCI, JCFP and JCSS, the acts described below:

To execute and deliver any and all contracts for the performance of work, sale of goods, and furnishing of services, and any other instruments in connection therewith and in the ordinary course of business and in accordance with the current Global Approval Authority Matrix.

This authority does not extend to:

- a. contracts without a (i) financial cap on liability, (ii) fault-based indemnity, and (iii) waiver of consequential damages, unless approved in accordance with the current Global Approval Authority Matrix;
- b. further sub-delegation of the above acts absent necessary approvals in writing;
- c. the execution of surety, performance or bid bonds;
- d. the signing of any notes, contracts, or any other agreement to borrow money in the name of JCI, JCFP and JCSS, or any form of guaranty for the payment or performance of obligations of any subsidiary, affiliate, or joint venture of JCI, JCFP and JCSS; or
- e. the signing, on behalf of JCI, JCFP and JCSS, of any deeds, abstracts, offers to purchase or any other instruments pertaining to the purchase or sale of real property.

Any actions taken by such **Delegate** within the scope of acts authorized herein taken between the date of expiration of any prior delegation of authority and the date hereof are hereby ratified, confirmed and approved as the acts and deeds of JCI, JCFP and JCSS.

This authority shall remain in full force and effect for one year from the date of issue unless earlier terminated by JCI, JCFP or JCSS or shall automatically terminate upon the end of Delegate's employment with any affiliated company of Johnson Controls International plc.

Signed at Milwaukee, Wisconsin, this 25th day of April, 2024.

Johnson Controls, Inc. Johnson Controls
Fire Protection LP, and Johnson Controls
Security Solutions LLC



Julie Brandt
President, Building Solutions, NA

ATTESTS:



Steve W. Keane
Vice President and Assistant Secretary
Johnson Controls, Inc.



Heather A. Brown
Vice President and Secretary
Johnson Controls Fire Protection LP
Vice President and Assistant Secretary
Johnson Controls Security Solutions LLC

In addition to this attached Delegation of Authority Certificate, Johnson Controls, Inc. confirms that Johnson Controls, Inc. is in good standing with the California Secretary of State.

2. ITEM NO. 2: CLIENT REFERENCE LIST

CLIENT REFERENCE LIST

In order to more fully evaluate your background and experience for the project herein proposed, it is requested that you submit a list of references and/or similar projects completed or in progress within the last 24 months or as noted in the requirements of the RFP or IFB. Your cooperation in this matter is greatly appreciated.

Company Name: Johnson Controls, Inc. with AVI-SPL
 Number of years as a contractor in the work of this type: 15 years
 Three projects/clients references for this type of work:

Client Name Elk Grove Police Real Time Information Center
 Address 8400 Laguna Palms Way
Elk Grove, CA 95758-8045
 Contact Name Tamara Lopez, Management Analyst
 Contact Email tlopez@elkgrovepd.org Contact Phone Number (916) 478-8167
 Project Description design a state-of-the-art Real Time Information Center.
with RGB Spectrum Galileo solution managing their video wall.
 Project Start Date 3/2018 Project End Date 6/2019
 Project Amount: \$2M

Client Name Metropolitan Water District of Southern California
 Address 3972 Valley View Ave. Yorba Linda, CA 92886 Contact Name Veena Konanur
 Email VKonanur@mwdh2o.com Phone Number 213.217.6130
 Project Description outfitting a Large Public Boardroom with Dual Arc 'ed 220" (16ft W x 9ft) H
LED Video Walls
 Project Start Date 8/2020 Project End Date 4/2022
 Project Amount: \$3.4M

Client Name Ventura County Security Operations Center
 Address 800 S Victoria Avenue, 93009
 Contact Name Sean Payne Email Sean.Payne@ventura.org Phone Number (805) 654-3816
 Project Description Upgraded the outdated 24/7 security operations room.
 Project Start Date 6/2022 Project End Date: 9/2024
 Project Amount: \$537,000

Bidder's Signature Mark Thummel

NOTE: If requested by the City, the bidder shall furnish a certified financial statement, references, and other information sufficiently comprehensive to permit an appraisal of his current financial condition.

05.08.19sh

3. ITEM NO. 3: SUBCONTRACTOR LIST

Johnson Controls Inc. Response:

Johnson Controls Inc will use AVI-SPL Security as a sub-contractor for this proposal, and we have worked closely we are completely aligned in delivering the highest standards of delivery excellence. AVI-SPL will be providing the systems off site and on site assembly, installation, testing and final commissioning.

The following is information about AVI-SPL Security, plus a copy of their executive summary.

Business Name: AVI-SPL

Contractor's License Number: 1077523

Entity: LLC

Expiration Date: 06/30/2025

All subcontractors are required to submit verification that any of their employees who may perform work at a customer jobsite have undergone drug screening and background checks. When using subcontractors, Johnson Controls always maintains ownership of the project and interacts directly and consistently with the subcontractor to coordinate installations. Every Installation performed by a subcontractor is evaluated and certified by a Johnson Controls field service technician to ensure quality standards are met

4. ITEM NO. 4: MODIFICATION, CHANGES OR EXCEPTIONS TO THE CITY'S CONTRACT SERVICES

Johnson Controls, Inc.
Rider to City of Carson
IFB No. 24-22 Public Works Agreement

This Rider is made as of August 19, 2024, by and between Johnson Controls, Inc. ("Contractor") and City of Carson ("City") and amends the IFB No. 24-22 Emergency Operations Center (EOC): Specialized Audio-Visual Systems Install Services Public Works Agreement (the "Agreement"). This Rider is effective as of the date of last signature below. The provisions of this Rider supersede and replace any other agreement or agreements between Contractor and City with respect to the subject matters covered by this Rider and constitutes the entire agreement of the parties on the subject matter hereof. Notwithstanding anything to the contrary, in the event of a conflict between the provisions of this Rider and the Agreement, the provisions of this Rider shall prevail.

- 1. Price Adjustments:** The pricing set forth in this Agreement is based on Contractor' quoted scope of work and known site conditions ("Scope of Work"). If the City requests additional work beyond that set forth in the Scope of Work, the price will be increased accordingly. Prices for products covered may also be adjusted by Contractor to reflect any increase in Contractor' cost of raw materials (e.g., steel, aluminum) incurred after issuance of Contractor' applicable proposal or quotation. Pricing for Equipment and material covered by this Agreement does not include any amounts for changes in taxes, tariffs, duties or other similar charges imposed and/or enacted by a government.
- 2. Force Majeure:** Contractor shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to perform under this Agreement, caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is an event beyond the reasonable control of Contractor, foreseeable or unforeseeable, including, without limitation, acts of God, severe weather, declared or undeclared natural disasters, acts or omissions of any governmental authority including change in applicable law, epidemics, pandemics, disease, viruses, quarantines or other public health risks and/or responses, strikes, lock-outs, labor shortages or disputes, an increase of 5% or more in tariffs, fires, explosions or other casualties, thefts, vandalism, civil disturbances, riots, war, terrorism, power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation. If Contractor' performance is delayed, impacted, or prevented by a Force Majeure Event or, its continued effects, Contractor shall be excused from performance under the Agreement. If Contractor is delayed in achieving any scheduled milestones due to a Force Majeure Event, Contractor will be entitled to extend such milestones by the amount of time Contractor was delayed as a result of such event, plus additional time to overcome the effect of the delay.
- 3. Indemnity:** Notwithstanding anything to the contrary in the Agreement, Contractor agrees to indemnify the City for all damages, losses and expenses with respect to any third-party claims for personal injury, including death, or tangible property damage but only to the extent such damages, losses and expenses are caused by the negligent acts or willful misconduct of Contractor in fulfilling its obligations under this Agreement.
- 4. Limitation of Liability.** IN NO EVENT SHALL CONTRACTOR AND ITS AFFILIATES AND THEIR RESPECTIVE PERSONNEL, SUPPLIERS AND VENDORS BE LIABLE FOR ANY DAMAGES, CLAIMS, DEMANDS, SUITS, COSTS, OR LOSS RELATING TO THIS AGREEMENT OR THE SERVICES CONTEMPLATED THEREBY IN ANY AMOUNT EXCEEDING THE TOTAL AMOUNT PAID TO CONTRACTOR UNDER THE AGREEMENT, REGARDLESS OF THE CAUSE OR FAULT AND WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE.
- 5. Liquidated Damages.** Taken in the aggregate, shall not exceed 10% of Contractor contract sum and may only be allocated to Contractor to the extent actual project delay occurs impacting the work of others that is directly caused by Contractor and not causes outside of its reasonable control. Liquidated damages are the sole remedy against Contractor for any delays caused by Contractor.

- 6. Payment.** Amounts are due upon receipt of the invoice and shall be paid by the City within thirty (30) days. Invoicing disputes must be identified in writing within twenty-one (21) days of the invoice date. Payments of any disputed amounts are due and payable upon resolution. Work performed on a time and material basis shall be at Contractor' then-prevailing rate for material, labor, and related items, in effect at the time supplied under this Agreement. Contractor shall invoice the City for progress payments to 100% percent based upon equipment delivered or stored, and services performed. In the event project duration exceeds one month, Contractor reserves the right to submit partial invoices for progress payments for work completed at the project site. The City agrees to pay any progress invoices in accordance with the payment terms set forth herein. The City's failure to make payment when due is a material breach of this Agreement and will give Contractor, without prejudice to any other right or remedy, the right to (a) stop performing any Services and/or withhold further deliveries of equipment and other materials; terminate or suspend any unpaid software licenses; and/or terminate this Agreement.
- 7. Waiver of Consequential Damages: IN NO EVENT, WHETHER IN CONTRACT, TORT OR OTHERWISE (INCLUDING BREACH OF WARRANTY, NEGLIGENCE, PRODUCT LIABILITY AND STRICT LIABILITY IN TORT), WILL CONTRACTOR AND ITS AFFILIATES AND THEIR RESPECTIVE PERSONNEL, SUPPLIERS AND VENDORS BE LIABLE TO THE CITY (DIRECTLY OR INDIRECTLY) UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY ARISING FROM, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR ANY: (A) SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES; (B) LOST PROFITS, REVENUES, DATA, CUSTOMER OPPORTUNITIES, BUSINESS, ANTICIPATED SAVINGS, OR GOODWILL; (C) BUSINESS INTERRUPTION; OR (D) DATA LOSS OR OTHER LOSSES ARISING FROM VIRUSES, RANSOMWARE, CYBERATTACKS OR FAILURES OR INTERRUPTIONS TO NETWORK SYSTEMS.**
- 8. Warranty:** Contractor warrants that the work shall be free from defects in material and workmanship arising from normal wear and tear for a period of one year from the date of substantial completion of Contractor. Upon written notice from the City, Contractor shall, at its option, repair or replace the defective work, provided, however, for equipment or materials furnished and/or installed but not manufactured by Contractor, the warranty of Contractor will be limited to extending the warranty terms and conditions which Contractor receives from the manufacturer of said equipment or materials. These warranties do not extend to any work or services that have been abused, altered, misused or repaired by the City or third parties without written approval of Contractor; or if serial numbers or warranty date decals have been removed or altered. The City must promptly report any failure of equipment to Contractor in writing. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE. All other warranties are expressly waived.
- 9. Insurance:** With the exception of its workers' compensation and employer liability obligations, Contractor shall add the required as additional insured, make its policy primary but only to the extent of Contractor' negligence.
- 10. Insurance:** Notwithstanding anything to the contrary in the Agreement, Contractor shall maintain insurance to cover its proportionate share of liability in amounts set forth below in full force and effect at all times until the (a) obligations under the Agreement have been completed or (b) the Agreement is cancelled or terminated and shall provide a certificate evidencing such coverage promptly following the City's request therefor. Copies of Contractor insurance policies will not be provided.

COVERAGES

Workmen's Compensation Insurance or self-insurance, including Employer's Liability

LIMITS OF LIABILITY

Statutory



Commercial General Liability Insurance \$5,000,000 Per Occurrence
\$10,000,000 Aggregate

Comprehensive Automobile Liability Insurance

Professional Liability \$2,000,000 Combined Single Limit
\$5,000,000 Per Occurrence
\$5,000,000 Aggregate

The above limits may be obtained through primary and excess policies and may be subject to self- insured retentions.

Any insurance protection afforded to the City under this policy will be limited to the terms of the certificate of insurance and/or endorsement and will not expand upon, alter, supplant, or supersede Contractor'

contractual obligations hereunder including any indemnification obligations. The amount payable under the policy will be the lesser of the amount required by the contract and limits provided by the policy.

The City shall maintain all insurance coverage that the City believes is necessary to protect the City, the City's property, and persons in or on the premises, including coverage for personal injury and property damage throughout the term of the Agreement.

City of Carson
("City")

Johnson Controls, Inc.
("Contractor")

By: _____
Authorized Signatory

By: _____
Authorized Signatory

Title: _____

Title: _____

5. ITEM NO. 5: COST – SEE “E. TABLE B: COST SHEET

Description	Price
Labor: The installation includes A/V Systems integration with the Qumulex system, systems engineering, documentation, drawings and programming, material installation, all fabrication with modifications, assembly on and off premises, testing, commissioning, customer training, and project management on and off premises. (*Prevailing Wages)	\$356,025.47
Labor: Wire installation, testing with certification Wages)	\$13,913.04
Total Bid:	\$369,938.51
Note: Any equipment installation or service provided by an unauthorized party will void the equipment warranty.	

Line-Item Form Downloaded from Planetbid

City of Carson							
Line Items for Project EMERGENCY OPERATIONS CENTER (EOC): SPECIALIZED AUDIO-VISUAL SYSTEMS INSTALLATION SERVICES (IFB 24-22)							
Issued on 08/07/2024							
Bid Due on August 22, 2024 11:00 AM (PDT)							
Exported on 08/21/2024							
Item Num	Section	Item Code	Item Description	Unit of Measure	Quantity	Reference	Unit Price
1	Section 1		Lump Sum Bib	EA	1	(IFB) No. 24-22	\$369,938.51

6. ITEM NO. 6: AFFIDAVIT OF NON-COLLUSION AND NON-DISCRIMINATION

CITY OF CARSON AFFIDAVIT OF NON-COLLUSION AND NON-DISCRIMINATION

I hereby swear (or affirm) under the penalty of perjury:

That the attached proposal or bid has been arrived at by the responder independently and has been submitted without collusion with and without any agreement, understanding, or planned common course of action with any other firm or entity designed to limit fair and open competition;

That the contents of the proposal or bid response have not been communicated by the responder or its employees or agents to any person not an employee or agent of the responder and will not be communicated to any such persons prior to the official opening of the solicitation responses; and

The proposer/bidder does not and shall not discriminate, will provide equal employment practices, and will adhere to an affirmative action program to ensure that in their employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

I certify that the statements in this affidavit are true and accurate.

<i>Brian D Lyle</i>	8/21/2024
Signature	Date
Brian D Lyle	Regional Sales Manager
Printed Name	Title

ITEM NO. 7: AFFIDAVIT OF NON-FEDERAL LOBBYIST REQUIREMENTS

FEDERAL LOBBYIST REQUIREMENTS CERTIFICATION

Name of Firm: Johnson Controls Inc. Date: 8-21-24

Address: 5770 Warland Dr.

State: CA Zip Code: 90630 Phone No.: (562) 594-3200

Acting on behalf of the above-named firm, as its Authorized Official, I certify as follows:

1. No Federal appropriated funds have been paid, by or on behalf of the above named firm to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of and Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification thereof, and;

2. If any funds other than Federal appropriated funds have paid or will be paid to any person for influencing or attempting to influence an officer or employee or 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 above named firm shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions, and:

3. The above-named firm 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 agreement) 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 the transaction imposed by Section 1352 Title 31, U.S. Code. 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.

Authorized Official:

Name: Brian D Lyle Title: Regional Sales Manager

Signature: Brian D Lyle Date: 8/21/2024

ITEM NO. 8: DEBARMENT AND SUSPENSION CERTIFICATE

DEBARMENT AND SUSPENSION CERTIFICATION

Name of Firm: Johnson Controls, Inc.

Acting on behalf of the above-named firm ("Consultant"), as its Authorized Official, I, the undersigned, certify as follows:

I am a duly authorized representative of ("Consultant"). Consultant certifies, to the best of its knowledge and belief, that Consultant, including its principals:

Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency, and not does not have a proposed debarment pending;

Has not within the three-year period preceding this certification been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction, contract, or subcontract under a public transaction; for violation of federal or state antitrust statutes; or for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2) above; and

Has not within the three-year period preceding this certification had one or more public transactions (federal, state or local) terminated for cause or default.

Consultant further certifies that Consultant, including its principals, is not listed on the government-wide exclusions in the System for Award Management.

Consultant acknowledges that falsely providing this certification may result in criminal prosecution or administrative sanctions, and that this certification is a required component of all proposals in response to this RFP/IFB.

A proposal that does not include a completed and signed version of this certification will be deemed incomplete and materially nonresponsive, and will not be considered.

CONSULTANT

By: Brian D Lyle

Title: Regional Sales Manager

Date: 8/21/2024

9. ITEM NO. 9: Acknowledgement of Insurance Endorsement

ACKNOWLEDGEMENT OF INSURANCE ENDORSEMENTS

In recognition of Johnson Controls, Inc. ("Company") having submitted a proposal or bid to the City of Carson **Request for Proposals/Invitation for Bids** # IFB No. 24-22, dated 08/07, **2024** ("RFP"/"IFB"), issued by the City of Carson ("City"), and in further recognition that the City requires Company to comply with certain insurance requirements (i) as set forth in **Section ____ ("Insurance Provisions")** of the Agreement (which Agreement is defined in and made part of the RFP/IFB) and (ii) the Other Insurance requirements described in the RFP/IFB, if any, I represent that I am the authorized **Insurance Broker of Record** for **Company**, and by signing below, I acknowledge, warrant and represent that **Company** meets the requirements set forth in **Insurance Provisions** and any applicable Other Insurance requirements, and if requested, shall furnish all the insurance endorsements prescribed in the Insurance Provisions and Other Insurance within thirty (30) days of contract award, as respecting.

- General Liability
- Automobile Liability
- Worker's Compensation
- Professional Liability
- Pollution Liability

Other Insurance Provisions:

- Cyber Liability
- Crime Insurance
- Bonds

[PLEASE CHECK ALL THAT APPLY]

Johnson Controls
Name of Insurer [Print]

Brian D Lyle - Regional Sales Manager
Name, Title [Print]

Brian D Lyle
Signature

8/21/2024
Date

C. SCOPE OF WORK

This scope of work includes two integrations, encompassing hardware and software components. For hardware integration, JCI will install and integrate specialized audio-visual equipment as specified by Samsung, Premier Mounts, RGB Spectrum, QSC, Apple, Iport, CISCO, Shure, Logitech, Middle Atlantic, JCI-PSA and Surgex. This includes a direct-view LED video wall, multiple displays, dedicated PCs with HDMI outputs, a comprehensive video wall processor, audio equipment with DSP and microphones, conferencing components, equipment racks, control systems, and wireless access points. The detailed installation plan ensures all components are positioned and interconnected to function cohesively within the audio-visual system. The City will supply all equipment for the project.

The software integration focuses on configuring a robust control system that manages all audio-visual components centrally. This includes designing user interfaces tailored to different roles, implementing functional requirements such as content sharing and conferencing capabilities, developing intuitive graphical user interfaces, customizing systems to align with client preferences, integrating all equipment into the control system, providing comprehensive training and documentation, conducting rigorous testing, offering ongoing support post- installation. The aim is to deliver an optimized audiovisual environment that seamlessly meets the city's operational needs.

In undertaking this substantial project, JCI will collaborate with the material/equipment provider to ensure cohesive oversight and secure equipment storage, minimizing disputes and logistical concerns.

D. TABLE A: BILL OF MATERIALS

The table below lists the materials (City-furnished) that will require installation.

Mfg.	Description	Qty.
Main Wall Displays		
SAMSUNG	IAB 110" 2K - Wall Displays, LED, 1.26M, 640X360 PIXELS, 1600 NITS, 219 LB 109.3"DIA INDO	3
SIDE DISPLAYS		
SAMSUNG	LCD, 55" COMMERCIAL 4K UHD DISPLAY, 700 NIT	2
PREMIER MOUNTS	MOUNT, UNIVERSAL REDUCED DEPTH FLAT WALL FOR 42-63" (BLACK)	2
VIDEO WALL PROCESSOR - 40 IN and 8 OUT		
RGB SPECTRUM	GO56A CHASSIS, WIN10, 2x MD-4H-4, 10x IP4K-E, Raid, Plus, Un	1
RGB SPECTRUM	CABLE RETENTION BRACKET FOR GO IP4K AND IP4K-E CARDS	10
RGB SPECTRUM	ADAPTER, MINI HDMI TO HDMI	40
RGB SPECTRUM	BRACKET, CABLE RETENTION FOR GO MD-4H-4 CARD	2
RGB SPECTRUM	TRANSMITTER, SINGLE CHANNEL CAT-LINX 3 CATX	40
RGB SPECTRUM	RECEIVER, SINGLE CHANNEL CAT-LINX 3 CATX	40
RGB SPECTRUM	SHELF, 6RU FOR UP TO 10 CAT-LINX 2 UNITS	5
RGB SPECTRUM	POWER SUPPLY, 12 PORTS @ 12VDC/25W PER PORT, 400W FULL LOAD	4
RGB SPECTRUM	BRACKET, TABLE OR WALL FOR A SINGLE CAT-LINX 2 OR ZIO ENDP01	40
COMPREHENSIVE VIDEO	CABLE, 6' ULTRA HIGH SPEED 8K 48G HDMI, BLACK	80
SOURCES		
CLIENT PROVIDED	OFE - DELL INSPIRON 27" ALL IN ONE (Owner Furnished Equipment)	33
CLIENT PROVIDED	OFE - GUEST LAPTOPS WITH HDMI OUTPUT (Owner Furnished Equipment)	2
CLIENT PROVIDED	OFE - CABLE TV RECEIVER WITH HDMI OUTPUT (Owner Furnished Equipment)	1
CLIENT PROVIDED	OFE - INTERNET FEED FOR NEWS STATIONS (Owner Furnished Equipment)	2
COMPREHENSIVE VIDEO	CABLE, 6' ULTRA HIGH SPEED 8K 48G HDMI, BLACK	3

AUDIO/CONTROL SYSTEM		
QSC	SYSTEM, UNIFIED SERIES CORE W/ 24 LOCAL I/O CHANNELS, 1RU	1
QSC	SOFTWARE LICENSE, Q-SYS DANTE 32x32 CHANNEL, PERPETUAL	1
QSC	SOFTWARE LICENSE, Q-SYS CORE 110 UCI DEPLOYMENT, PERPETUAL	1
QSC	SOFTWARE LICENSE, Q-SYS CORE 110 SCRIPTING ENGINE, PERPETUAL	1
QSC	Q-SYS PERIPHERAL PROVIDING CONTROL EXPANSION W/1IR RCV/4IR E	1
QSC	NETWORK I/O EXPANDER, 4 SERIAL COMMUNICATION I/O	1
QSC	TRAY, RACK MOUNT AND BALNKGING PANELS, UP TO 4 UNITS	1
QSC	CONTROLLER, 10.1" TOUCH PANEL FOR IN-WALL MOUNT, BLACK	1
QSC	TABLETOP MOUNTING ACCESSORY FOR TSC-70-G3 / TSC-101W- G3	1
APPLE COMPUTER	IPAD PRO, 11", 128GB, WI-FI, silver	6
IPOINT	CASE, 10.9" IPAD AIR 4TH GEN (BLACK)	6
IPOINT	BASE STATION, CONNECT PRO, BLACK	6
CISCO	Wi-Fi Access Point - CB150AX	1
SHURE	MICROPHONE, 24" CEILING ARRAY, SQUARE, WHITE	6
SHURE	RECEIVER, DUAL DIGITAL WIRELESS W/INTERNAL PWR SUP, 1/2 WAVE	1
SHURE	BRACKET, MOUNT AND BNC ADAPTER FOR REMOTE ANTENNA	2
SHURE	CABLE, 25' UHF REMOTE ANTENNA EXTENSION	1
SHURE	CABLE, 50' UHF	1
SHURE	DIGITAL WIRELESS BODYPACK TRANSMITTER W/MINI 4-PIN CONNECTOR	2
SHURE	MICROFLEX CARDIOID LAVALIER MICROPHONE	2
SHURE	DUAL DOCKING CHARGER W/OUT POWER SUPPLY	1
QSC	SPEAKER, 6.5" CEILING LOW PROFILE, 70/100V (ORDER IN PAIRS)	6
QSC	AMPLIFIER, 4 CHANNEL 1/2 RU, ENERGY STAR	1
QSC	AMPLIFIER, 2 CHANNEL 1/2 RU, ENERGY STAR	1
NETGEAR	SWITCH, M2450 40G8F POE PLUS MNGD SW	1
CONFERENCING - BYOM		

QSC	CAMERA, 20X OPTICAL ZOOM PTX, POE W/WALL MNT BRACKET	3
QSC	BRACKET, CEILING MOUNT FOR PTZ CAMERA	3
QSC	ALLOCATION FOR CONFERENCING COMPUTER	1
LOGITECH	KEYBOARD/MOUSE COMBO, WIRELESS DESKTOP WAVE MK550	3
LIBERTY WIRE AND CABLE	EXTENDER, USB 2.0 SET	3
Mfg.	Description	Qty.
COMPREHENSIVE VIDEO	CABLE, 6' USB 2.0 TO B MALE	3
COMPREHENSIVE VIDEO	CABLE, 6' ULTRA HIGH SPEED 8K 48G HDMI, BLACK	3
RACK EQUIPMENT		
MIDDLE ATLANTIC	RACK, 41 SPACE 38" DEEP MULTIBAY BRG RK	2
MIDDLE ATLANTIC	FAN TOP, INTEGRATED 552 CFM DC, INCLUDES 8 FANS	2
MIDDLE ATLANTIC	DOOR, VENTED FRONT, FITS 41 SPACE BGR SERIES RAC	2
MIDDLE ATLANTIC	SIDE PANELS, 41SP/38DP - BGR	2
SURGEX	POWER CONDITIONER, RACK MOUNT 1RU 9 OUTLET 20 AMP W/REMOTE	4
MIDDLE ATLANTIC	SCREW, W/WASHER PHILLIPS 10-32 (100 PC)	1
MIDDLE ATLANTIC	NUT, 10/32 CAGE	2
MIDDLE ATLANTIC	RACKSHELF, 1 SPACE VENTED, 4PK	2
MIDDLE ATLANTIC	1 SPACE (1 3/4") VENT PANEL, 64% OPEN AREA	8
MIDDLE ATLANTIC	2 SPACE (3 1/2") VENT PANEL, 64% OPEN AREA	8
MIDDLE ATLANTIC	"L" SHAPED LACING BAR, 10 PC. PACK	2
DELL OR EQUAL	ALLOCATION FOR NEWS FEED COMPUTER	2
Device Warranty - 5 Years		
SAMSUNG	110" Wall Display – Includes Advanced Replacement Kit	3
SAMSUNG	55" Display	2
RGB SPECTRUM	GALILEO Video Controller, Software, Equipment	1
Room Support and Maintenance		
	Preventative Maintenance Agreement	60 Months

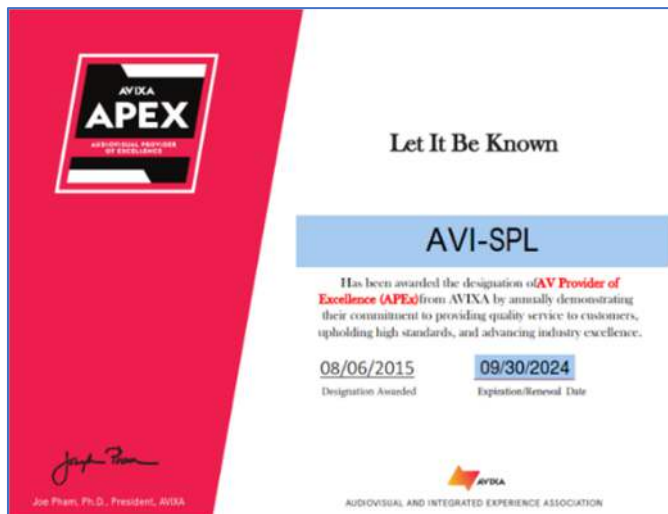
E. TABLE B: COST SHEET

Description	Price
Labor: The installation includes A/V Systems integration with the Qumulex system, systems engineering, documentation, drawings and programming, material installation, all fabrication with modifications, assembly on and off premises, testing, commissioning, customer training, and project management on and off premises. (*Prevailing Wages)	\$356,025.47
Labor: Wire installation, testing with certification Wages)	\$13,913.04
Total Bid:	\$369,938.51
Note: Any equipment installation or service provided by an unauthorized party will void the equipment warranty.	

F. BIDDER QUALIFICATIONS – CERTIFICATIONS

Johnson Controls, and or AVI-SPL currently maintains the following:

- RGB Spectrum: 301 training at RGB HQ in Alameda, CA, within the past year.
- Certification as an AV Provider of Excellence (APEX) by Infocomm/AVIXA
- Certified Technology Specialist (CTS) credentials (including CTS, CTS-Design, and CTS-Installation).
- An operational office within 50 miles of the project site capable of providing service and support, dedicated experience in control room environments, particularly in command and operation centers, extensive project management experience specific to RGB Spectrum projects, and project managers with 5+ years of experience in similar RGB Spectrum projects.
- Recent references demonstrating proficiency with the required equipment within the same geographic market over the last three years is included in the Item No. 2 Client Reference List.





1101 Marina Village Parkway Suite 101
 Alameda, CA 94501
 TEL: (510) 814-7000
<http://www.rgb.com>

Jourdan Finch
 Via Email to Jourdan.Finch@avispl.com

August 23, 2024

Dear Jourdan,

Thank you for reaching out to me on the matter of certifications for RGB Spectrum training.

As you know, RGB Spectrum offers online, instructor-led online, and in person classes as well as field support through on site services.

RGB Spectrum confirms that AVI SPL has achieved 301 level certifications, which is our highest level of certification, through on-line and in person classes. Specifically, Randy Velasquez and Richard Valdez both attended in person training at RGB Spectrum and have current and up to date certifications at the 301-C level. Additionally, RGB Spectrum confirms that AVI-SPL has successfully executed multiple operations center installations in the Southern California region with certification by RGB Spectrum's field service team.

We are grateful to have AVI SPL's support and investment in our training programs.

Sincerely,

Scott Norder
 Chief Operating Officer



Qumulex

9059 Technology Ln.
Fishers, IN 46038
Tele: 317-207-0520
www.qumulex.com

August 20, 2024

Qumulex Certified Channel Partner – Integrator

Johnson Controls, Inc.
5770 Warland Avenue
Cypress, CA 90630
United States

To Whom it may concern,

This affirms that **Johnson Controls, Inc. of Cypress, CA** is an authorized Channel Partner - Integrator in good standing of the Qumulex partner agreement.

Johnson Controls is qualified to install, service, and maintain the Qumulex product line with trained and certified technicians.

Please do not hesitate to contact us with any questions or concerns you may have regarding these matters.

Sincerely,



Adam Messina
Vice President of Sales
amessina@qumulex.com

G. CUSTOMER RESPONSIBILITIES

These are items that JCI is dependent upon to complete the project scope of work on time, however, these requirements and responsibilities are not provided by JCI. For a complete list of exclusions, please refer to the Integration Inclusions and Exclusions section of this proposal. These requirements must be provided by the owner or other 3rd parties and may fall under the responsibility of an Architect, General Contractor, Electrical Contractor, Data Contractor, Security Contractor, Furniture/Millwork Contractor, IT departments, Facilities or Real Estate groups.

- All required backing and any other wall reinforcement required to safely accommodate displays. Any display wall shall be properly backed to withstand the weight of the display with a safety factor of at least 5:1.
- All AC power at the equipment locations, including hardwired power connections.
- All required conduit for low voltage cable paths to AV equipment.
- All ceiling work required to accommodate the projectors, projection screens, or other equipment.
- All required millwork modifications to tables or other millwork.
- Proper heat dissipation venting for the equipment in this system. Where convection cooling is not possible, a powered venting system with thermostatically controlled quiet fans.
- All required network configuration for any network connection to the client network.
- All software or hardware licenses not specifically provided in this scope of work or associated bill of materials.
- All software or hardware configuration for owner furnished equipment.
- Where VoIP is utilized, all required configuration information prior to installation.
- All cable/satellite/over-the-air TV connections and all associated hardware.

Site Readiness

The minimum acceptable site conditions of the project site for the installation of electronic equipment are as follows.

- The rooms and directly adjacent areas into which the equipment will be installed must be dust-free with floor, ceiling, and wall finishes to be completely installed in the rooms affected by the equipment.
- The rooms into which the equipment will be installed must be secure.
- All Electrical power, conduit systems, HVAC systems, IT requirements (wired or wireless services), communication circuits, and or other services required by the systems and equipment should be fully installed, energized, and configured for use.
- All furniture into which components of the equipment will be installed shall be present at the time of staging and/or installation.
- All telephone, POTS, VOIP, modem, PRI, data, LAN, and telecommunications connections are installed, fully tested, and active.
- Configuration of OFE networks, applications, servers, and services to provide interoperation with installed systems.
- Coordination and timely IT support and documentation (such as providing IP addresses or account credentials).

Software Licenses and Service Accounts

Supervised or direct access to systems must be provided as needed for a properly provisioned and licensed account where appropriate. Examples include Zoom Rooms activation codes, Microsoft Teams accounts, calendar service account, and more.

- The customer may decide not to provide credentials to JCI, and to provision the installed hardware themselves. In this case JCI will be unable to fully test the system before receiving sign-off for the installation. All system components will be tested individually to ensure proper stand-alone function, and project sign-off will be requested before technicians leave site.
- If JCI is unable to properly commission and test the system at the time of installation due to issues with access, an additional site visit may be required. Any additional visits will be billed at the standard contracted labor rate, provided Customer is at fault and approves additional cost in advanced and in writing, scheduling will be done on a best effort basis.

Room Environmental Considerations

To maximize the user experience in a conferencing room, the following parameters should be observed:

- The room should have a measured ambient noise level of no more than NC35. For new spaces, the design parameters for the mechanical engineering within the room should have a target NC of 35 or less. Ambient noise includes noise from the air handling systems, mechanical systems, and noises outside the building. Noise levels above this specification adversely affects the meeting environment and may degrade the overall audio quality and intelligibility of a conference call. This is especially important when ceiling microphones are utilized. If a problem is identified with ambient noise levels, JCI can work with your mechanical engineer to identify viable solutions to lower the NC rating and improve the meeting experience.
- Reverberation time (T60) for typical conference rooms should be less than 0.6 seconds in the 125 - 4000 Hz octave bands to provide an optimum meeting experience and acceptable audio quality in a conference call. A considerable number of hard surfaces in a room (glass, drywall, or other surfaces) can adversely affect audio intelligibility and the meeting experience overall. Acoustic treatment is advised for rooms with higher T60 levels. If the room requires acoustically treatment, JCI can provide direction and solutions to overcome this issue and enhance the meeting experience for the participants.
- Evenly distributed lighting is important for videoconferencing applications. Lighting on the faces of the participants should be at least 40-foot candles and should be evenly distributed throughout the camera's field of view. Where the camera's field of view includes windows, recommended window treatment should be employed to provide an acceptable background for the camera to view the participants.
- When microphones are used for local voice reinforcement, the amount of available gain before feedback is dependent on the microphone's location within the room. Placement of the microphone immediately below a ceiling speaker may adversely affect the overall required audio level and cause feedback. Care should be taken to reduce the volume level of the microphone or locate the microphone(s) correctly to minimize the possibility of feedback.

H. INCLUSIONS & EXCLUSIONS

Inclusions:

The following items are included in this proposal unless specifically noted otherwise within this proposal document or scope of work statement:

1. All Equipment, wire, and accessories required for a fully functional audio/visual system per the agreed upon scope of work.
2. Non-Union labor associated with audio/visual system engineering, installation, programming, and testing.
3. Documentation package including complete as-built AV system diagrams, and manufacturer's operation manuals.
4. Coordination and cooperation with the construction team regarding installing the system.
5. User demonstration of the full AV system operation for final sign-off.
6. Pricing assumes normal working hours, Mon-Fri, 8am to 6pm. Excludes all off-hours work.

Exclusions:

The following items are excluded from this proposal unless specifically identified otherwise within this proposal documents or scope of work statement.

1. Demolition work.
2. Low voltage cabling will be installed using plenum rated cables without conduit in concealed, accessible locations. Where exposed or subject to damage, EMT conduit or other suitable raceways shall be provided and installed by others. JCI shall coordinate design of these raceways with the customer.
3. Pole raceways and coverings to be designed, provided, and installed by others.
4. All conduits, high voltage wiring panels, breakers, relays, boxes, receptacles, etc. Any related electrical work including, but not limited to; 110VAC, conduit, core drilling, raceway, and boxes.
5. Voice/data cabling, i.e., analogue phone lines, ISDN lines, network ports, etc.
6. Network connectivity, routing, switching, and port configuration necessary to support audio-visual equipment.
7. Concrete saw cutting and/or core drilling.
8. Firewall, ceiling, roof and floor penetration, patching, removal, or fire stopping.
9. Necessary sheet rock replacement, ceiling tile, T-bar replacement, and/or wall ceiling repair.
10. All mill work (mouldings, trim, etc.) All mill work or modifications to project millwork/furniture to accommodate the AV equipment is to be provided by others.
11. Painting, patching, or finishing, of architectural surfaces.
12. Permits (unless specifically provided for elsewhere in this proposal document or scope of work statement).
13. Engineered (P.E) seal and / or stamped structural / system details.
14. HVAC and plumbing relocation.
15. Rough-in, bracing, framing, or finish trim carpentry for installation.
16. Cutting, structural welding, or reinforcement of structural steel members required for support of assemblies, if required.
17. Owner furnished equipment not listed in the Table A Bill of Materials.
18. Additional or specific manufacturer's "User Adoption" training.
19. Additional cost for union labor.
20. Lighting systems, lighting integration, lighting controls.
21. Excludes any work or services associated with the identification, abatement, clean-up, control, removal or disposal of hazardous materials or substances, including but not limited to asbestos or PCBs.

I. Contractor License Confirmation

Johnson Controls, Inc. Response:

Johnson Controls, Inc. has included a copy of the department of consumer affairs Contractors State License Board Active License. We are licensed as JOHNSON CONTROLS INC and our license number is 22445. This license has an expiration date of 05-31-2026.



DEPARTMENT OF CONSUMER AFFAIRS
CONTRACTORS
STATE LICENSE BOARD

Consumers

Licensees

Applicants

Business Information

JOHNSON CONTROLS INC
P O BOX 3042
BOCA RATON, FL 33431
Business Phone Number:(561) 341-7306

Entity Corporation

Issue Date 07/15/1930

Expire Date **05/31/2026**

License Status

This license is current and active.

J. INSURANCE CERTIFICATE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/09/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA LLC. 155 N. WACKER, SUITE 1200 Chicago, IL 60661 Attn: JCI.Certrequest@marsh.com CN101230596-TyceE-GAWB-23-24	CONTACT NAME: Marsh U.S. Operations PHONE (A/C No. Ext.): (505) 905-4664 FAX (A/C No.): E-MAIL ADDRESS: JCI.certrequest@marsh.com INSURER(S) AFFORDING COVERAGE INSURER A: Old Republic Insurance Company NAIC #: 24147 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
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COVERAGES **CERTIFICATE NUMBER:** CHL010310936-04 **REVISION NUMBER:** 27

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> XCU Included GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			MWZY 313947-23	10/01/2023	10/01/2024	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 5,000,000 MED EXP (Any one person) \$ 50,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 20,000,000 PRODUCTS - COMPROP AGG \$ INC IN GEN AGG \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			MWTB 313946-23 (Excludes New Hamp) MWTB 313948-23 (Primary NH \$250k) MWZX 313950-23 (Excess NH \$4.75mm) Excess NH Auto is Follow Form to Primary NH Auto	10/01/2023	10/01/2024	COMBINED SINGLE LIMIT (EA OCCURRENCE) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			MWC 313943-23 (AOS - see page 2) MWXS 313944-23 (OH & WA)	10/01/2023	10/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	Builds Risk/ Install Contr. or Rental Eqp. / & See Attached						See Attached

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: RFP 22-046 Access Control and Video Surveillance System.
 Subcontractors, City and its officers, officials, employees, and agents, and volunteers are included as additional insured per the attached. See attached Acord 101 for additional information including Additional Insured, Primary-Non-contributory, Waiver of Subrogation and Notice of Cancellation provisions. The above referenced General Liability policy does not exclude coverage for independent Contractors/Subcontractors.

CERTIFICATE HOLDER City of Carson 701 E. Carson Street Carson, CA 90745	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA LLC
---	--

K. BOND REQUIREMENTS – DOCUMENTATION

EXHIBIT C

PERFORMANCE BOND

We, Johnson Controls, Inc., as Principal, and Liberty Mutual Insurance Company, as Surety, jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of Carson (“City”) for payment of the penal sum of **Four Hundred Thousand U.S. Dollars and Zero Cents (\$400,000.00)**. City and Principal have entered into an agreement, or are about to enter into the agreement attached hereto and incorporated by reference herein, for completion of public works for the property(ies) referenced in said agreement. Surety herein approves of the terms and conditions of said agreement and binds itself to faithfully perform the obligations of Principal therein if Principal fails to so perform. Surety acknowledges that the agreement herein referenced shall be that document as executed by City and Principal.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall in all things stand to and abide by, and well and truly keep and perform all of the covenants, conditions, and provisions in said agreement, and any alteration thereof made as therein provided, on Principal's part to be kept and performed at the time and in the manner therein specified, and shall indemnify and save harmless the City, City's engineer, and their consultants, and each of their officials, directors, officers, employees and agents, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

Surety agrees that should it fail to take over and diligently perform the agreement upon Principal's default after notice and within the time specified in the agreement, Surety will promptly on demand deposit with City such amount as City may reasonably estimate as the cost of completing all of Principal's obligations. Surety's obligation for payment herein shall exist, notwithstanding any controversy between Principal and City regarding Principal's failure under the agreement, and payment by Surety should be conclusively presumed between the parties herein to relieve, as demanded, Surety's obligations herein and shall be deemed proper payment as between Principal and Surety.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the agreement, or the work to be performed thereunder or the plans and specifications, or any matters unknown to Surety which may affect Surety's risk shall in any wise affect its obligation on this bond, and it does thereby waive notice thereof.

Principal and Surety agree that if the City is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay City's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

Executed this 23rd day of August 2024.

Seal of Corporation

Johnson Controls, Inc.

By: 
Authorized Representative of Principal

Title: Ashley Alexis, Attorney-in-Fact

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES)

Any claims under this bond may be addressed to: (check one)

Surety's agent for service
of process in California:

Liberty Mutual Insurance Company
[name of surety company]

Vicky Campbell
Name
2010 Main Street, Suite 1050
Street Number
Irvine, CA 92614
City and State
(949) 885-1206
Telephone Number

175 Berkeley Street
Street Number
Boston, MA 02116
City and State
(617) 357-9500
Telephone Number

By: 
Michelle Anne McMahon, Attorney-in-Fact or other
Representative

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)

Furnish the name, address and phone number of the company agent as well as the surety company.

Sureties must be authorized to do business in and have an agent for service of process in California and be on the accredited list of the United States Treasury Department (their bonds will be limited to such amounts as would be acceptable to the Treasury Department), and otherwise meet the requirements of the agreement.

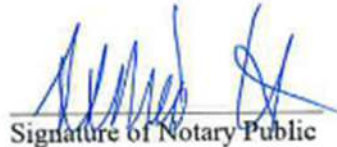
NOTARY ACKNOWLEDGMENT OF PRINCIPAL:

State of Connecticut

County of Hartford ss.

On this the 23rd day of August, 2024, before me, Stephanie Harvey, the undersigned officer, personally appeared Ashley Alexis, who acknowledged himself/herself to be the Attorney-in-Fact of Johnson Controls, Inc. a corporation, and that s/he as such Attorney-in-Fact, being authorized so to do executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as Attorney-in-Fact.

In witness whereof I hereunto set my hand.



Signature of Notary Public

Date Commission Expires: March 31, 2027

Stephanie Harvey
Printed Name of Notary

STEPHANIE HARVEY
NOTARY PUBLIC - CT 18586
My Commission Expires **Mar. 31, 2027**

NOTARY ACKNOWLEDGMENT OF SURETY:

State of Connecticut

County of Hartford ss.

On this the 23rd day of August, 2024, before me, Rhonda Tischofer, the undersigned officer, personally appeared Michelle Anne McMahon, known to me (or satisfactorily proven) to be the person whose name is subscribed as Attorney-In-Fact for Liberty Mutual Insurance Company, and acknowledged that s/he executed the same as the act of his/her principal for the purposes therein contained.

In witness whereof I hereunto set my hand.



Signature of Notary Public
Date Commission Expires: January 31, 2029
Rhonda Tischofer
Printed Name of Notary

RHONDA TISCHOFER
NOTARY PUBLIC - #190920
STATE OF CONNECTICUT
My Commission Expires Jan. 31, 2029



DELEGATION OF AUTHORITY

The undersigned, Authorized Signatory of Johnson Controls, Inc. pursuant to the authority vested in him by a certain Delegation of Authority Certificate issued by the Company on August 19, 2024, hereby authorizes:

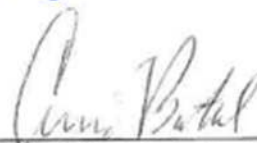
Ashley Alexis
of
Willis Towers Watson

to perform, on behalf of the Company, the acts described below:

To execute, seal and deliver, as attorney-in-fact for the Company, surety bonds forwarded to Willis of New York, Inc. by the Company that do not exceed Two Million Dollars (\$2,000,000.00) that are necessary and proper in carrying on the business of the Company.

This authority shall remain in full force and effect for one (1) year from the date of issue unless earlier revoked in writing by the undersigned or the Company President or any Vice President.

Signed at Milwaukee, Wisconsin, this 23rd day of August 20 24.



Craig Bartol, Authorized Signatory



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

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

Certificate No: 8210646 - 985949

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Connor Wolpert, Dorizta Mojica, Gentry Stewart, Jennifer Godere, Jonathan Gleason, Joshua Sanford, Kathryn Pryor, Kyle Williams, Michelle Anne McMahon, Nicholas Miller, Richard Hackner, Robyn Salley, Sarah Murtha

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 22nd day of August, 2023.



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

By: David M. Carey
David M. Carey, Assistant Secretary

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

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-5840 or email HOSU-F@libertymutual.com

State of PENNSYLVANIA
County of MONTGOMERY

On this 22nd day of August, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1128244
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

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

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 23rd day of August, 2024.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

EXHIBIT D
PAYMENT BOND

We, Johnson Controls, Inc., as Principal, and Liberty Mutual Insurance Company, as Surety, jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of Carson ("City") and those for whose benefit this bond insures in the sum of **Four Hundred Thousand U.S. Dollars and Zero Cents (\$400,000.00)**. City and Principal have entered into an agreement, or are about to enter into the agreement attached hereto and incorporated by reference herein, for completion of public works for the property(ies) referenced in said agreement. Surety herein approves of the terms and conditions of said agreement and binds itself to faithfully perform the obligations of Principal therein if Principal fails to so perform. Surety acknowledges that the agreement herein referenced shall be that document as executed by City and Principal. If Principal or any of Principal's contractors or subcontractors, fails to pay any of the persons named in Section 9000 *et seq.* of the California Civil Code employed in the performance of the agreement for materials furnished or for labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, then Surety shall pay the same in an amount not exceeding the sum specified above, and also shall pay, in case suit is brought upon this bond, such reasonable attorneys' fees as shall be fixed by the court.

Surety agrees that it shall pay the amounts due the persons above named and diligently perform the agreement upon Principal's default after notice and within the time specified in the agreement. If Surety fails to perform within the times specified in the agreement, Surety shall promptly on demand deposit with City such amount as City may reasonably estimate as the cost of completing all of Principal's obligations. Surety's obligation for payment herein shall extend, notwithstanding any controversy between Principal and City regarding Principal's failure under the agreement. Principal and Surety agree that any payment by Surety pursuant to this paragraph should be conclusively presumed between the parties herein to relieve, as demanded, Surety's obligation herein and shall be deemed proper payment as between Principal and Surety.

This bond shall insure to the benefit of any and all of the persons named in Section 9000 *et seq.* of the California Civil Code so as to give a right of action to them or their assigns in any suit brought upon this bond.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the agreement, or the work to be performed thereunder, or the plans and specifications, or any matters unknown to Surety which might affect Surety's risk, shall in any way affect its obligation on this bond, and it does hereby waive notice thereof.

Principal and Surety agree that should City become a party to any action on this bond, that each will also pay City's reasonable attorneys' fees incurred therein in addition to the above sums.

Executed this 23rd day of August, 2024.

Seal of Corporation

Johnson Controls, Inc.

By: 
Authorized Representative of Principal

Title: Ashley Alexis, Attorney-in-Fact

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES)

Any claims under this bond may be addressed to: (check one)

Surety's agent for service
of process in California:

(X) Liberty Mutual Insurance Company
[name of surety]

Vicky Campbell
Name

175 Berkeley Street
Street Number

2010 Main Street, Suite 1050
Street Number

Boston, MA 02116
City and State

Irvine, CA 92614
City and State
(949) 885-1206
Telephone Number

(617) 357-9500
Telephone Number

By: 
Michelle Anne McMahon, Attorney in Fact or other
Representative

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)

Furnish the name, address and phone number of the company agent as well as the surety company.

Sureties must be authorized to do business in and have an agent for service of process in California and be on the accredited list of the United States Treasury Department (their bonds will be limited to such amounts as would be acceptable to the Treasury Department), and otherwise meet the requirements of the agreement.

NOTARY ACKNOWLEDGMENT OF PRINCIPAL:

State of Connecticut

County of Hartford ss.

On this the 23rd day of August, 2024, before me, Stephanie Harvey, the undersigned officer, personally appeared Ashley Alexis, who acknowledged himself/herself to be the Attorney-in-Fact of Johnson Controls, Inc. a corporation, and that s/he as such Attorney-in-Fact, being authorized so to do executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as Attorney-in-Fact.

In witness whereof I hereunto set my hand.

STEPHANIE HARVEY
NOTARY PUBLIC - CT 185862
My Commission Expires Mar. 31, 2027



Signature of Notary Public

Date Commission Expires: March 31, 2027

Stephanie Harvey

Printed Name of Notary

NOTARY ACKNOWLEDGMENT OF SURETY:

State of Connecticut

County of Hartford ss.

On this the 23rd day of August, 2024, before me, Rhonda Tischofer, the undersigned officer, personally appeared Michelle Anne McMahon, known to me (or satisfactorily proven) to be the person whose name is subscribed as Attorney-In-Fact for Liberty Mutual Insurance Company, and acknowledged that s/he executed the same as the act of his/her principal for the purposes therein contained.

In witness whereof I hereunto set my hand.



Signature of Notary Public

Date Commission Expires: January 31, 2029

Rhonda Tischofer

Printed Name of Notary

RHONDA TISCHOFER
NOTARY PUBLIC - #190920
STATE OF CONNECTICUT
My Commission Expires Jan. 31, 2029



DELEGATION OF AUTHORITY

The undersigned, Authorized Signatory of Johnson Controls, Inc. pursuant to the authority vested in him by a certain Delegation of Authority Certificate issued by the Company on August 19, 2024, hereby authorizes:

Ashley Alexis
of
Willis Towers Watson

to perform, on behalf of the Company, the acts described below:

To execute, seal and deliver, as attorney-in-fact for the Company, surety bonds forwarded to Willis of New York, Inc. by the Company that do not exceed Two Million Dollars (\$2,000,000.00) that are necessary and proper in carrying on the business of the Company.

This authority shall remain in full force and effect for one (1) year from the date of issue unless earlier revoked in writing by the undersigned or the Company President or any Vice President.

Signed at Milwaukee, Wisconsin, this 23rd day of August 20 24.



Craig Bartol, Authorized Signatory



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

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

Certificate No. 8210646 - 985949

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Connor Wolpert, Doritza Mojica, Gentry Stewart, Jennifer Godere, Jonathan Gleason, Joshua Sanford, Kathryn Pryor, Kyle Williams, Michelle Anne McMahon, Nicholas Miller, Richard Hackner, Robyn Salley, Sarah Murtha

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 22nd day of August, 2023.



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

By: David M. Carey
David M. Carey, Assistant Secretary

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

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

State of PENNSYLVANIA ss.
County of MONTGOMERY

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



By: Teresa Pastella
Teresa Pastella, Notary Public

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 23rd day of August, 2024.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary