# Johnson Controls Planned Service Proposal Prepared for EAST GRAND FORKS PUBLIC SCHOOLS

Customer
EAST GRAND FORKS PUBLIC SCHOOLS

Local Johnson Controls Office 2320 12TH ST N FARGO, ND 58102-1806

Agreement Start Date: 07/01/2025

Proposal Date 10/23/2025

Estimate No: 1-1QRZWJ3J



# Partnering with you to deliver value-driven solutions

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

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

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

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

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



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

# **Executive Summary**

Planned service proposal for EAST GRAND FORKS PUBLIC SCHOOLS

Dear Kevin Grover,

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

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

- In this proposal we are offering a service agreement for 5 Years starting 07/01/2025 and ending 06/30/2030.
- The agreement price for the first year is \$25,365.00; see Schedule A, Supplemental Price and Payment Terms, for pricing in subsequent years.
- The equipment options and number of visits being provided for each piece of equipment are described in Schedule A, Equipment list.

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

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

Please contact me if you have any questions.

Sincerely,

Nick Thomes Account Manager (763) 923-9170 Nicholas.john.thomes@jci.com

The power behind your mission



### Benefits of planned service

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

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

Identify energy savings Opportunities
 Since HVAC equipment accounts for a major portion of a building's energy usage, keeping your system performing at optimum levels may lead to a significant reduction in energy costs.



### 2. Reduce future repair costs

Routine maintenance may maximize the life of your equipment and may reduce equipment breakdowns.

#### 3. Extend asset life

Through proactive, factory-recommended maintenance, the life of your HVAC assets may be extended, maximizing the return on your investment.

#### 4. Ensure productive environments

Whether creating a comfortable place where employees can be productive or controlling a space to meet specialized needs, maintenance can help you achieve an optimal environment for the work that is being accomplished

#### 5. Promote environmental health and safety

When proper indoor conditions and plant requirements are maintained, business outcomes may be improved by minimizing sick leave, reducing accidents, minimizing greenhouse gas emissions and managing refrigerant requirements.

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

### Our partnership

### Personalized account management

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

### A culture of safety

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

### Commitment to customer satisfaction

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

### **Energy & sustainability**

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

### The value of integrity

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



### Service delivery

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

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

### Scheduling

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

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

### **Emergency services**

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

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

### Communication

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

### Approval process for non-covered items

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



# **Summary of Services and Options**

# **Basic Coverage**

Inspection and maintenance program designed to identify issues preventing covered systems from running efficiently. Recommendations will focus on Johnson Controls 5 Values of Planned Maintenance.

# Premium Coverage

Inspection, maintenance, and repair program for customers who want budget predictability and protection from unplanned failures of covered systems.

Description	Basic	Premium*
Scheduled Operational Inspections	<b>√</b>	<b>√</b>
Scheduled Comprehensive Maintenance and Data Backup	✓	✓
Scheduled Service Parts	✓	✓
Prioritized Unscheduled Service	✓	✓
Unscheduled Repair Parts*		✓
Unscheduled Repair Labor*		✓
24/7 Extended Service Hours		<b>√</b>

# Service Options Included with this Proposal:

Basic Service:
Task based labor and parts based on the Schedule A list of services.
Provided via a collaborative schedule during JCI's normal business hours
Premium Service: Business Hours
On-site repair services will be provided during JCI's normal business hours
Premium Service: 24-5 Extended
JCI will provide response 24 hours a day, 5 days a week
Monday <u>thru</u> Friday, except JCI holidays
Premium Service: 24-7 Extended
JCI will provide on-site response 24 hours a day, 7 days a week; Includes Holidays



# **Summary**

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

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

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#### **Planned Service Agreement**

Customer Name: EAST GRAND FORKS PUBLIC SCHOOLS

Address: 1420 4<sup>TH</sup> AVE NW EAST GRAND FORKS, MN 56721

Proposal Date: 10/23/2025 Estimate #: 1-1QRZWJ3J

#### **Scope of Service**

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

#### **Extended Service Options for Premium Coverage**

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

#### **Equipment List**

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

#### **Term / Automatic Renewal**

This Agreement takes effect on 07/01/2025 and will continue until 06/30/2030 ("Original Term"). The Agreement will automatically renew and extend for successive terms equal to the Original Term unless the Customer or JCl gives the other written notice it does not want to renew prior to the end of the then-current term (each a "Renewal Term"). The notice must be delivered at least (90) days prior to the end of the Original Term or of any Renewal Term. The Original Term and any Renewal Term may be referred to herein as the "Term". Renewal price adjustments are discussed in the Terms and Conditions.

#### **Refrigerant Charges**

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



#### **Price and Payment Terms**

The total Contract Price for JCI's Services during the first year of the Original Term is \$25,365.00. This amount will be paid to JCI in advance in Annual installments. Pricing for each subsequent year of a multiyear Original Term is set forth in the Supplemental Price and Payment Terms. Unless otherwise agreed to by the parties, All payments will be due upon receipt. Renewal price adjustments are set forth in the Terms and Conditions. Any additional taxes, duties, tariffs or similar items imposed prior to shipment will be charged.

Year	<b>Total Annual Dollar Amount</b>	Payment Frequency
Year 1**	\$25,365.00	Annually
Year 2	\$26,126.00	Annually
Year 3	\$26,910.00	Annually
Year 4	\$27,718.00	Annually
Year 3	\$28,550.00	Annually

<sup>\*\*</sup>Year 1 of this contract will be condensed into the remaining 7 months of the term upon approval.

Invoices will be sent to the following location: EAST GRAND FORKS SCHOOLS

ATTN ACCTS PAYABLE

PO BOX 151

EAST GRAND FORKS, MN 58104

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

PO is i	required to facilitate billing:			
[] []	No: This signed contract satisfies requ YES: Please reference this PO number:	uirement		
AR Inv	voices are accepted via e-mail:			
	YES: E-mail address to be used:  No: Please submit invoices via mail  No: Please submit via:  proposal is valid for thirty days from  NO CONTROLS Inc.	n the proposal date.		
JCI Manage	er:	Customer:		
JCI Manag	er Signature:	Customer Signature	9:	
Title:	Date:	Title:	Date:	
	<b>-</b>			
	nch: JOHNSON CONTROLS FARGO ND CB	- 0N43		



FARGO,ND 58102-1806

EAST GRAND FORKS PUBLIC SCHOOLS		1420 4 <sup>TH</sup> AVE NW EAST GRAND FORKS, MN 56721	
Monthly 12hr Service Visits			
Quantity: 12 Coverage Level: Basic Equipment: - Etyle: - Eype: - Eize: -		JCI: Services 12	<b>Provided</b> Monthly 12hr. Service Visits (144hr total)
		OWNER:	Visual Inspection
Asset #	Manufacturer	Model #	Year Installed

<sup>\*\*</sup>Year 1 of this contract will be condensed into the remaining 7 months of the term upon approval.

### **Special Additions and Exceptions**

The Agreement Scope and Coverage as described in these documents will be reviewed and modified annually. The pricing as described above is for the initial plan as described in these documents and will be negotiated annually in good faith based on the modified and agreed on scope and coverage.

JCI is to continue to provide support to East Grand Forks Public School's maintenance staff regarding facility and equipment changes, challenges, technical issues and recommendations.

Any item not covered under the planned service agreement will be brought to the attention of the customer and invoiced separately from the planned service agreement. These items will be invoiced at the prevailing base labor of 10% off or on a quoted basis upon request. Our Service Team is available 24x7 and can be dispatched as requested to resolve any service needs outside of the scope identified under Schedule A.

# Johnson Controls Planned Service Proposal Prepared for EAST GRAND FORKS PUBLIC SCHOOLS

# Terms and Conditions Definitions

SCOPE OF SERVICE AND BASE TERMS AND CONDITIONS: In accepting this Agreement, Customer agrees to the Terms and Conditions found at <a href="https://www.johnsoncontrols.com/legal/hvac-service-psa-us-terms">https://www.johnsoncontrols.com/legal/hvac-service-psa-us-terms</a> (the "Service Terms"). Where services include, use, implement, and deploy software and hosted software products, such software related to these services are governed by Company's standard terms for software found at <a href="https://www.johnsoncontrols.com/techterms">https://www.johnsoncontrols.com/techterms</a> (the "Software Terms"). Both the Service Terms and Software Terms, as in effect from time to time, are fully incorporated into this agreement by reference (collectively, the "Terms and Conditions"). Attention is directed to the Customer's commitments and obligations to Company, limitation of liability, warranty, indemnity and other terms and conditions contained therein. 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 Agreement shall be authorized in writing by the parties. This Planned Service Agreement, Terms and Conditions, and any schedules attached hereto are incorporated by reference as if set forth fully herein (collectively the "Agreement"), cover the rights and obligations of the Parties.

Any additional work or services outside the scope of the Agreement and performed by Company at the direction of Customer shall be subject to the Company's standard customer terms and conditions found at <a href="https://www.johnsoncontrols.com/customerterms">https://www.johnsoncontrols.com/customerterms</a>, which are also incorporated herein by reference.

This proposal is valid for thirty (30) days from the proposal date. In accepting this proposal, Customer agrees to the Terms and Conditions Covering the Agreement herein and understand they shall prevail over any variation in terms and conditions on any Purchase Order or other documents Customer may issue.

[END OF DOCUMENT]