

R-31-2022 A RESOLUTION APPROVING SOLICITATION OF QUOTES AND AWARD OF CONTRACT FOR THE REPLACEMENT OF THE HEATING, VENTILATING, AND AIR CONDITIONING SYSTEM FOR THE CABLE STATION

**City Council of the City of Glenarden, Maryland
2022 Legislation**

Resolution Number: **R-31-2022**
Sponsor: **Derek D. Curtis, II, Council President**
Co-Sponsor: **At the request of the Administration**
Public Hearing: **Tuesday, April 19, 2022**
Session: **Regular Session**
Date of Introduction: **Monday, May 9, 2022**

A RESOLUTION APPROVING SOLICITATION OF QUOTES AND AWARD OF CONTRACT FOR THE REPLACEMENT OF THE HEATING, VENTILATING, AND AIR CONDITIONING SYSTEM FOR THE CABLE STATION

WHEREAS, it is the policy of the City of Glenarden that contracting agencies shall make every effort to construct public improvements at the least cost to the contracting agency; and

WHEREAS, it is the policy of the City of Glenarden to maximize the efficient use of public resources and the purchasing power of public funds; and

WHEREAS, City of Glenarden Charter Section 826 allows for emergency solicitations may be exempt from the bidding requirement; and

WHEREAS, it is still the fiduciary responsibility of the City Manager to assure that the best cost available is given to the City for goods and services; and

WHEREAS, three bids were submitted for the replacement of the heating, ventilation and air conditioning system for the cable station; and

WHEREAS, the apparent low bid for the Project was the bid of Johnson Controls, in the amount of \$11,939.00.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Glenarden, Maryland sitting in Regular Session this **9th day of May 2022** has determined that:

1. The quoted referenced as the 2.5 Ton Lennox RTU Replacement is accepted and is subject to the contractor's warranty and other obligations pursuant to the contract.
2. The City Manager is hereby authorized and directed to enter a contract for the project as expeditiously as is practicable.

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- 1 3. The Public Works Acting Field Supervisor is to oversee the work and installation of
2 the unit.
- 3 4. The source of funds is 10.60.60.7530 Repairs and Maintenance – Building.
- 4
- 5 5. That this resolution shall take effect immediately upon passage of the City
6 Council.
- 7
- 8

9 Date Approved: _____

10
11
12 ATTEST:

City Council of Glenarden

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15 _____
16 Victoria Lewis, Council Clerk

Derek D. Curtis, II, Council President

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18 _____

19 Angela D. Ferguson, Council Vice President

20
21 _____

22 Erika L. Fareed, Councilwoman

23
24 _____

25 Kathleen J. Guillaume, Councilwoman

26
27 _____

28 Maurice A. Hairston, Councilman

29
30 _____

31 James A. Herring, Councilman

32
33 _____

34 Robin Jones, Councilwoman

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VENTILATING, AND AIR CONDITIONING SYSTEM FOR THE CABLE STATION**

- 1
- 2
- 3
- 4
- 5

Votes:

Yes _____

No _____

Abstain _____

PROPOSAL



301-273-5382 | eviliomunoz@hotmail.com

PROPOSAL#	DATE
2170	2/27/21

CUSTOMER ID	TERMS
998	Due Upon Receipt

BILL TO

HOWARD TAYLOR
 htaylor@cityofglenarden.org
 301-276-1501

JOB ADDRESS: 8600 GLENARDEN PKWY GLENARDEN, MD 20706

DESCRIPTION	QTY	UNIT PRICE	AMOUNT
Rent a crane Remove the existing roof top unit and disposal Provide and install (1) new Goodman curb adapter Provide and install (1) new 2.5 ton Goodman brand roof top unit Provide and install new ductwork adapter if is necessary to tight-in unit Provide and install condensation P-trap for rtu Wire-up high and low voltage to the unit			\$12,175.00
<i>***Warranty: 1-year labor warranty covered by Munoz HVAC. 5-years manufactory warranty covered by Goodman as soon as the client registers the units online within 90 days after installation.</i>			

Thank you for your interest in our services! We look forward to the opportunity to work with you.



1/11/2022

SECTION 3 CBE, DBE, MBE, SLBE, MDOT, DDOT & WMATA CERTIFIED

PROPOSAL

Hugee Corporation
1818 New York Avenue, N.E., Suite 208D
Washington, D.C. 20002
P: (202) 636-1041 F: (202) 636-1087

Attention :- Consuela Barbour

CUSTOMERS NAME City of Glenarden	PHONE NUMBER 301 773 2100 - Exln 712 cbarbour@cityofglenarden.org
STREET 8600 Glenarden Parkway	JOB NAME Replacement of Package Unit
CITY, STATE & ZIP CODE Glenarden - MD - 20785	JOB LOCATION 8600 Glenarden Parkway

We propose to supply all labor, material and equipment to repalce 2.5 Ton package unit with new Allied 3 Ton Package unit.

Scope of Work

- Disconnect, and removal old system
- Per EPA regulation remove and dispose of refrigerants.
- Disconnect high and low voltage wiring
- Install curb adaptor to contact old roof curb to fit new configuration of new unit due to new design.
- Set new equipment with crane
- PRPGE1436-072EP-2 3 TON GAS/ELECT 72 MBH GAS 208/230/1PH
- ACONVR834 DOWN FLO CONVERSION KIT
- Modify duct tie in for supply and return
- Tie in electrical to system
- Evacuate system for 400 micron
- Test, balance, and start up system
- Check all safeties for proper operation
- Test and start up the system

We propose hereby to furnish Material, Equipment & Labor to replace 2.5 Ton Package Unit to 3 \$15,300.00

ACCEPTANCE OF PROPOSAL - The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do this work as specified. Payment will be made as outlined above. All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon delays beyond our control. Purchaser agrees to pay all costs of collection, including attorney's fees

Signature _____
Hugee Corporation

Signature _____
City of Glenarden

Date of Acceptance: _____

1818 New York Avenue, NE, Suite 208 D
Washington, DC 20002

www.hugeecorporation.com
8660 Old Ardmore Road - Hyattsville - MD - 20785

Tel: 202-636-1041
Fax: 202-636-1087

TERMS AND CONDITIONS

- Hugee Corporation warrants that the material and workmanship provided herein shall be free from defects for 90 days from the day of completion unless otherwise stated. If any replacement part or item of equipment proves defective after 90 days after the date of completion, Hugee Corporation will extend to customer the benefits of any warranty Hugee Corporation receives from manufacturer. Warranty labor after 90 days from the date of completion will be at customer's expense and at the rates then in effect.
- Customer shall permit Hugee Corporation free and timely access to areas and equipment and allow Hugee Corporation to start and stop the equipment as necessary to perform required services. All work under this agreement will be performed during Hugee Corporation normal working hours unless stated otherwise.
- Customer will promptly pay all invoices within 30 days of receipt. Should a payment become 30 day or more delinquent, Hugee Corporation may stop all work under this agreement without notice and / or cancel this agreement.
- Customer shall be responsible for all taxes applicable to the services and/ or materials provided hereunder.
- Any alteration to , or deviation from, this agreement involving extra labor or material will become the basis of an extra charge over the sum stated in the agreement. Hugee Corporation will notify customer prior to performing any work that would result in additional charges.
- In the event Hugee Corporation must initiate legal action in order to recover an amount due under this agreement, customer shall pay Hugee Corporation court cost and reasonable attorney's fees.
- Hugee Corporation shall not be liable for any delay, loss, damage or detention caused by unavailability or machinery, equipment of materials, delay of carriers, strikes, lockouts, civil or military authority, priority regulations, insurrection or riots, action of elements, forces of nature, or by any cause beyond its control.
- Under no circumstances, whether arising in contract, tort (including negligence), equity or otherwise, will Hugee Corporation be responsible for loss of use, loss of profit, increased operating or maintenance expenses, claims of customer's tenants or clients, or any special, indirect or consequential damages.
- Hugee Corporation reserves the right to add 1.5% per month service charge to any account outstanding over 30 days.
- In the event the customer cancels this contract without default on the part of Hugee Corporation, the customer shall be liable, at Hugee Corporation option, for Hugee Corporation incurred cost and such profit as would have been realized had the customer not breached the agreement.
- The Terms and Conditions of the proposal numerated above shall be deemed severable in the validity and enforceable of any one or more of the Terms and Conditions stated above shall not affect the validity and enforceability of any other Terms and Conditions.
- Hugee Corporation will not provide waivers of subrogation on insurance certificates or indemnity beyond our fault or negligence.
- This agreement shall be governed by laws of District of Columbia. (Washington DC)



2.5 Ton Lennox RTU Replacement (1)
Quote Prepared by Brandon Mullins
04/01/2022



PROPOSAL

Account Information

Bill To: CITY OF GLENARDEN
8600 GLENARDEN PARKWAY
GLENARDEN MD
USA 20706

Quote Reference Number: 1-1HGQ7FZ6

Project Name: 2.5 Ton Lennox RTU Replacement (1)

Site: CITY OF GLENARDEN, MD
8600 GLENARDEN PKWY
GLENARDEN MD 20706-1522

Branch Info: JOHNSON CONTROLS WASHINGTON DC CB - 0N33

Attn: Howard Taylor

Customer Information

Name: Howard Taylor

This proposal is hereby accepted and Johnson Controls is authorized to proceed with the work, subject to credit approval By Johnson Controls, Inc. Milwaukee, WI.
We propose to furnish the materials and/or perform the work below for the net price of: \$11,939.00

This proposal is valid through: 05/01/2022

CITY OF GLENARDEN

Johnson Controls Inc.

Signature: _____
 Name: _____
 Title: _____
 Date: _____
 PO: _____

Signature: _____
 Name: _____
 Title: _____
 Date: _____

Proposal Overview

Benefits/Scope of Work:

Johnson Controls is pleased to provide the following:

- Work with engineer to lock and tag out (1) Lennox 2.5 ton RTU
M: GS16-311-75-6P S: 5697F 04070
- Valve off and disconnect existing gas connections, Disconnect existing electrical and drain piping
- Disconnect thermostat wiring
- Provide rigging in order to remove existing Lennox unit from roof
- Provide and set (1) like for like RTU (Brand un known due to parts shortages)
- Set RTU on existing roof penetration's with new curb (if necessary)
- Reconnect existing gas piping
- Valve in and check for leaks
- Reconnect existing thermostat wiring (Original T stat will be re used)
- Reconnect existing electrical connections, new 60 amp disconnect will be provided
- Start unit and check operations

Exclusions:

- *Any additional work/parts will be quoted separate
- *Straight time only
- *Crane must be set up closest to building as possible
- *Any roof work excluded
- *Quote valid 15days

Exclusions:

- 1.Labor or material not specifically described above is excluded from this proposal.
- 2.Unless otherwise stated, any and all overtime labor is excluded from this proposal.
- 3.Applicable taxes or special freight charges are excluded from this proposal

(IMPORTANT): This proposal incorporates by reference the terms and conditions which are attached to this document. All work is to be performed Monday through Friday during normal Johnson Controls, Inc. (JCI) business hours unless otherwise noted. This proposal, or any accepted alternates, are hereby accepted by Customer, and JCI is authorized to proceed with the work; subject, however, to credit approval by JCI, Milwaukee, Wisconsin.

TERMS AND CONDITIONS

By accepting this proposal, Customer agrees to be bound by the following terms and conditions:

1. SCOPE OF WORK. This proposal is based upon the use of straight time labor only. Plastering, patching, and painting are excluded. Disinfecting of chiller condenser and cooling tower water systems and components for biohazards, such as but not limited to Legionella, are excluded unless otherwise specifically stated in this agreement. In-line duct and piping devices, including, but not limited to valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by JCI, shall be distributed and installed by others under JCI's supervision but at no additional cost to JCI. Customer agrees to provide JCI with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. JCI agrees to keep the job site clean of debris arising out of its own operations. Customer shall not back charge JCI for any costs or expenses without JCI's written consent. Unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any language or provision of the agreement elsewhere contained which may authorize or empower the Customer to change, modify, or alter the scope of work or services to be performed by JCI and shall not operate to compel JCI to perform any work relating to Hazards or Biohazards, such as but not limited to Legionella, without JCI's express written consent.

2. INVOICE AND PAYMENTS. JCI may invoice Customer monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Customer shall pay JCI at the time Customer signs this agreement an advance payment equal to 10% of the contract price, which advance payment shall be credited against the final payment (but not any progress payment) due hereunder. Unless otherwise agreed to by the parties, payment is due to JCI upon Customer's receipt of JCI's invoice. Invoicing disputes must be identified by Customer in writing within 21 days of the date of the invoice. Payment of any disputed amounts are due and payable upon resolution of such dispute. Failure to make payments when due will give JCI, without prejudice to any other right or remedy, the right to: (i) stop performing any services, withhold deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or terminate this agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. Customer will pay all of JCI's reasonable collection costs (including legal fees and expenses). In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable. Lien waivers will be furnished upon request, as the work progresses, to the extent payments are received.

3. MATERIALS. If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of JCI, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, JCI shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.

4. EQUIPMENT WARRANTY. JCI warrants that equipment manufactured or labeled by JCI shall be free from defects in material and workmanship arising from normal usage for a period of one year. No warranty is provided for third-party products and equipment installed or furnished by JCI. Such products and equipment are provided with the third party manufacturer's warranty to the extent available, and JCI will transfer the benefits, together with all limitations, of that manufacturer's warranty to Customer. All transportation charges incurred in connection with the warranty for equipment and/or materials not installed by JCI shall be borne by Customer. These warranties shall not extend to any equipment that has been abused, altered, misused or repaired by Customer or third parties without the supervision of and prior written approval of JCI, or if JCI serial numbers or warranty date decals have been removed or altered. Customer must promptly report any failure of the equipment to JCI in writing.

5. LIMITED WARRANTY. JCI warrants its workmanship or that of its agents (Technicians) in relation to installation of equipment for a period of ninety (90) days from date of installation. Customer shall bear all labor costs associated with replacement of failed equipment still under JCI's equipment warranty or the original manufacturer's warranty, but outside the terms of this express labor warranty. All warranty labor shall be executed on normal business days during JCI normal business hours. These warranties do not extend to any equipment which has been repaired by others, abused, altered, or misused in any way, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE. UNDER NO CIRCUMSTANCES SHALL JCI BE LIABLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATING TO ANY DEFECT IN MATERIAL OR WORKMANSHIP OF EQUIPMENT OR THE PERFORMANCE OF SERVICES. JCI makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread, transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

6. LIABILITY. To the maximum extent permitted by law, in no event shall JCI and its affiliates and their respective personnel, suppliers and vendors ("JCI Parties") be liable to you or any third party under any cause of action or theory of liability even if advised of the possibility of such damages, for any: (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, cyber-attacks or failures or interruptions to network systems. In any case, the entire aggregate liability of the JCI Parties under this proposal for all damages, losses, and causes of action (whether in contract, tort (including negligence), or otherwise) shall be limited to the amounts payable to JCI hereunder.

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

8. TAXES. The price of this proposal does not include duties, sales, use, excise, or other taxes, unless required by federal, state, or local law. Customer shall pay, in addition to the stated price, all taxes not legally required to be paid by JCI or, alternatively, shall provide JCI with acceptable tax exemption certificates. JCI shall provide Customer with any tax payment certificate upon request and after completion and acceptance of the work.

9. DELAYS. JCI shall not be liable for any delay in the performance of the work resulting from or attributed to acts of circumstance beyond JCI's control, including

but not limited to; acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Customer, Owner, or other Contractors or delays caused by suppliers or subcontractors of JCI, etc.

10. COMPLIANCE WITH LAWS. JCI shall comply with all applicable federal, state, and local laws and regulations, and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits a permanent nature shall be procured and paid for by the Customer.

11. PRICING; PAYMENT. JCI may increase prices upon notice to the Customer to reflect increases in material and labor costs. Customer shall pay all invoices when due in accordance with the payment terms provided for herein, and such payment is a condition precedent to JCI's obligation to provide products or perform services hereunder.

12. DISPUTES. All disputes involving more than \$15,000.00 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorneys' fees incurred as a result. Nothing here shall limit any rights under construction lien laws.

13. INSURANCE. Insurance coverage in excess of JCI's standard limits will be furnished when requested and required. No credit will be given or premium paid by JCI for insurance afforded by others.

14. INDEMNITY. The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorney's fees which may arise in connection with the execution of the work herein specified and which are caused, by the negligent act or omission of the indemnifying Party.

15. CUSTOMER RESPONSIBILITIES. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Johnson Controls secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

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

17. SAFETY, HEALTH AND HAZARDOUS MATERIALS. The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of the, Occupational Safety and Health Act relating in any way to the project or project site. ACM /Hazardous Materials: Customer shall supply Johnson Controls with any information in its possession relating to the presence of asbestos-containing materials ("ACM") or hazardous materials at any of its facilities where JCI's undertakes any Work or Services that may result in the disturbance of ACM or hazardous materials. JCI shall not be responsible for abatement and/or removal and disposal of hazardous materials or ACM. If either Customer or JCI becomes aware of or suspects the presence of ACM or hazardous materials that may be disturbed by JCI's Work or Services, JCI shall immediately stop all work until such ACM or hazardous or unsafe condition is rectified by Owner and Owner so notifies JCI in writing that work can safely be resumed, based on test conducted by a licensed testing organization. Timetables for delivery of JCI's products or services and the contract price shall be adjusted appropriately for any associated delay.

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

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

20. JCI DIGITAL SOLUTIONS. Use, implementation, and deployment of the software and cloud-hosted software products ("Software") offered under these terms

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

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

21. Privacy. Company as Processor: Where JCI factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa ("DPA") shall apply. **Company as Controller:** JCI will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with JCI's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges JCI's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by JCI is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

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

23. CHANGES. No change or modification of any of the terms and conditions stated herein shall be binding upon JCI unless accepted by JCI in writing.