



Fire Protection

Sourcewell Cooperative Contract  
#031517-SGL



Awarded Contract

Contract # 031517-SGL

Sourcewell Customer:

Site Name:

Street Address:

City, State, Zip

Williamson County  
Williamson County  
301 SE Inner Loop STE 106  
Georgetown, TX 78626-8207

CCA Use Only:

Sourcewell Region Code#

AR#

Ship to Customer #

Bill to Customer #

Sourcewell Rev 3 Effective 9-05-19

Sourcewell Member #:

9076

Sales Representative

Angela Bremer

Annual Contract Value:

\$0.00

Contract Period Begin and End Date

Pricing Breakout by Product Line & Inspection Information

**Fire Alarm (Test & Inspect)**

Quantity:

Inspect Frequency:

Inspect Month(s):

Make/Model:

Annual

Fire Panel(s)

0

Pull Stations

0

Smoke Detector - Sensitivity report from panel per 250

0

SmokeDetectors - Test & Inspect

0

SmokeDetector - Cleaning

Not included

SmokeDetector - Sensitivity

Not included

Duct Detectors - Functional test

0

Duct Detectors - Cleaning

Not included

Duct Detectors - Sensitivity

Not included

Elevator Recall

0

AV's, Horn/Strobes

0

Speakers

0

Heat Detectors

0

Warden Phone Jacks

0

Transponder

0

NAC

0

Annunciator

0

Other (AHU input, relays, etc.)

0

Vesda Early Detection Device

0

WaterFlow

0

Tamper Switches

0

Dact (Dialer Panel)

0

Door Holder

0

Optional Standard Labor Coverage

No

Optional 24/7 Labor Coverage

No

Optional Full Service Parts Coverage

No

Inspection After-Hours

No

W/T Frequency:

Annual Cost

\$0.00

\$0.00

**Monitoring**

Quantity:

MONITORING:

Single building fire alarm service

0

Single building burglar alarm service

0

Multi building applications / and or partitions

0

Single building combo panel service (fire/security)

0

Elevator Monitoring

0

UL Certified Fire Alarm Monitoring

0

By ordering this service you are agreeing to the Master Monitoring Terms and Conditions applicable with this contract. These terms can be referenced in the monitoring tab below.

\$0.00

\$0.00

**Sprinkler System (Test & Inspect)**

Quantity:

Inspect Frequency:

Inspect Month(s):

Wet Risers

0

Dry Risers

0

Dry Sprinkler Trip Test

0

Pre-Action (Quarterly pricing includes trip test. Pricing does not reflect additional FA panel or devices. If needed, see FA pricing above).

0

Additional Control Assemblies (Tamper and Flow)

0

PIV's (Post indicator valve)

0

Deluge Risers

0

AFFF (Foam tank inspect & lab analysis of foam)

0

Fire Hose Stations

0

Standpipe

0

Anti-Freeze Loops

0

Fire Pump

0

Monthly Pump Run (each)

0

Private Fire Hydrants

0

Backflow Preventer (Sprinkler, Domestic, Irrigation)

0

Backflow preventer: LA, IN, MN, MD, IL, MO, MI

0

Monthly Valve Inspections (# of Valves - select inspection frequency)

0

Optional Sprinkler Standard Labor Coverage

No

After-Hours Sprinkler Inspection

No

Annual Wet Sprinkler Cost

\$0.00

\$0.00

Annual Cost of Monthly Valve Inspections

\$0.00

\$0.00

Annual Dry Sprinkler Cost

\$0.00

\$0.00

Annual Anti-Freeze Cost

\$0.00

\$0.00

Annual Backflow Cost

\$0.00

\$0.00

Annual Deluge Cost

\$0.00

\$0.00

Annual Fire Hose Cost

\$0.00

\$0.00

Annual Fire Pump Inspection Cost

\$0.00

\$0.00

Annual Monthly Fire Pump Run Cost

\$0.00

\$0.00

Annual Pre-Action Cost

\$0.00

\$0.00

Annual Standpipe Cost

\$0.00

\$0.00

Annual Fire Hydrant Cost

\$0.00

\$0.00

**Annual Recurring Cost:** \$0.00 **Date:** \_\_\_\_\_  
**Customer Signature:** \_\_\_\_\_

# Sourcewell Labor Rates Effective 9-05-19

	USA	Canada
Product Line	FY19	FY19
<b>Sprinkler</b>		
Sprinkler Non Union	122	N/A
Sprinkler Union	148	140
Metro Area (NY) 2hr. Min	170	
<b>Suppression</b>		
Suppression Extinguishers	117	122
Suppression Special Hazards	143	143
Metro Area Ext. 2 hr. Min	127	
Metro Area SP HZD 2hr. Min	180	
<b>Fire Alarm</b>		
Alarm & Detection	148	148
Metro Area (NY) 2hr. Min	186	

## All Labor Subject to the Following:

- Overtime Multiplier 1.50
- Double-time Multiplier 2.0

Time Classification	Start Time	End Time	Hourly Rate Modifier
Standard Time M-F	8:00 AM	5:00 PM	N/A
Standard Hours M-T Except Friday	5:01 PM 12:01 PM	7:59 AM 12:00 AM Midnight	1.5x
Saturday	12:01 AM	12:00 AM Midnight	1.5x
Sunday & Holidays	12:01 AM	12:00 AM Midnight	2x

- Minimum Charge for an Emergency and a Priority Call Is 3 Hours
- Maximum Travel Charge Is 4 Hours
- Prices are subject to change

## **Monitoring Service Agreement Terms and Conditions**

Instructions and Explanation List

**SUBSCRIBER'S NAME:**

The Subscriber's legal name. If a business, this would be the name as indicated on the business license. Also include name of the building or premise if the Subscriber is a commercial property manager.

**MONITORING ACCOUNT #**

The account number (location address code) given to you by the Monitoring Center.

**ADDRESS:**

This must be the street address of the monitored premises, along with any additional address information such as Suite or Building #. Post office boxes cannot be allowed for obvious reasons. If a separate address or P.O. Box is used for billing purposes, please provide where indicated.

**CITY:**

City, Township, etc. where the Subscriber is located.

**STATE:**

State in which Subscriber is located.

**ZIP:**

Zip code in which Subscriber is located.

**ALARM PERMIT #**

Required by some Police Departments before they will respond to alarm activations. Usually there is a 4 to 6 week grace period to obtain Alarm Permit, after which time the police will no longer respond until a valid permit for the customer premise is obtained. Check the laws as they pertain to your area. For more information, contact your authority having jurisdiction.

**CUSTOMER NUMBER/SEQUENCE:**

The eight digit number assigned to this customer in the Johnson Controls Fire Protection billing system, along with the four digit Sequence Number which identifies the monitoring unit created for this account.

**PREMISE TELEPHONE #**

Subscriber's phone number. Used to verify alarm signals and to contact subscriber in the event of alarm malfunction.

**PREMISE FAX #**

Subscriber's fax number, if appropriate.

**CROSS STREET:**

Authority having jurisdiction often asks for the nearest cross street in order to expedite dispatching of emergency response personnel.

**BILLING ADDRESS:**

Subscriber billing address if it is different from the premise address.

**CONTACT / CALL LIST (RESPONSIBLE PARTIES)**

**KEY:**

Check box if responsible party has keys to Subscriber's premises and is able to disarm alarm system. At least two of the responsible parties should have keys to the premises.

**NAME:**

Responsible parties' names in the order in which they are to be called. Names listed should be persons who can shut off the alarm system and if necessary respond to the premises when notified of an alarm activation by the Monitoring Center.

**PHONE #**

Phone number at which the responsible party can be contacted by the Monitoring Center. This is presumed to be a residence phone

**PASS CODE / ABORT CODE:**

This can be a number, word, or combination of letters and numbers. It is a secret code selected by the Subscriber to confirm that the user is authorized to access account information, place the system on test and verify false alarms. All security alarm monitoring accounts must have a Pass Code; Pass Codes on fire alarm monitoring accounts are recommended but not required. On fire alarm accounts, the monitoring account number will function as the Pass Code if one is not selected by the Subscriber.

**EMERGENCY CALL LIST:**

List telephone number, including area code, of correct local emergency dispatch authority/agency (Police, Fire Department, 911, etc.). Be sure to verify that the Subscriber is located within the jurisdiction of the agency given. The number should be the 24-hour emergency dispatch number, not the administrative office.

**COMMUNICATOR:**

Manufacturer's name and type of dialer (DACT) used.

**MODEL #**

Model number of dialer (DACT) used.

**INTRUSION PANEL MODEL**

# Example: 3001, 3007, etc.

**FORMAT REPORTING:**

Check appropriate box or write in specific type of communications format to be used by the dialer (DACT).

**TIME ZONE:**

EST, CST, MST, PST.

**AUTOMATIC TEST TIMER INTERVAL:**

The interval between Automatic Timer tests, i.e. 24 hours (Daily), Weekly, Monthly or None.

**OPENING AND CLOSING SIGNALS:**

On security alarm systems only, dialers can be programmed to send a signal to the Monitoring Center each time the system is disarmed (opening signal) or armed (closing signal).

**OPEN / CLOSE - LOG ONLY:**

All opening and closing signals received by the Monitoring Center are logged in the account's activity history, but no action is taken by an operator.

**OPEN / CLOSE - SUPERVISED:**

The monitoring center will call on any opening or closing signals which are received outside of the scheduled "window" for the account.

**WINDOW:**

If the Subscriber's business will be reporting Open/Close signals from a security alarm system which are to be supervised by the monitoring center, the default time set for the "window" is 60 minutes. The window works as follows: If a business is scheduled to open at 0800 and has a 60 minute window, the business will receive a call from the monitoring center for an Early Open if the system is disarmed prior to 0700. If the business does not open by 0900, the Monitoring Center will call on a No Open received. If the business is scheduled to close at 1700, but remains open (alarm system is not armed) past 1800, the Monitoring Center will call on the No Close Received.

**ACTIVITY REPORTS:**

Computer generated reports of all account activity, including Open/Close signals if applicable, which are to be sent periodically to the customer. Specify whether reports are to be sent monthly, weekly, or on some other basis.

**ZONE:**

Zones transmitted by the alarm system dialer to the Monitoring Center, i.e. 1, 2, 3, 31, 32, etc., depending on the electronic communications format used. It is necessary to list all zone information to be used by the dialer.

**PROTECTED AREA:**

Description of area the alarm zone would cover, i.e. Front Door, Warehouse, etc. on a security alarm. Please note that although you may have the resolution code list, be sure to always include the description of that zone in order to assure accuracy.

**AUD / SIL / VFY / DISP:**

Check appropriate box.

AUD = Audible Alarm; SIL = Silent Alarm; VFY = Verify; DISP = Dispatch

**ALARM TYPE:**

Fire, duress, burglary, etc.

**SIGNAL:**

Numeric or alphanumeric code sent by the alarm dialer to the Monitoring Center. Example: 1 or 01, 3 or 03, etc. depending on format.

**SPECIAL INSTRUCTIONS:**

Please note as specifically as possible any special instructions on how alarm activations are to be handled by the Monitoring Center if they differ in any way from normal dispatch and notification procedures. Example: "Call customer premise first to verify before dispatching on alarms received during normal business hours."

**STATE LICENSE #**

Include Johnson Controls Fire Protection State License # on this form, if applicable. Some states require this number to be printed on all correspondence. Check state and local jurisdiction laws or codes as they pertain to your area.

**DISTRICT CODE:**

This will normally be the district office listing number.

**COMPLETED BY:**

Name of person completing form.

**DATE:**

Date form was completed and signed.

**MAINTENANCE AGREEMENT COVERAGE CODE:**

Insert technical support response code for contracted response services.

**ANNUAL MONITORING FEE:**

Write in the dollar amount to be billed to the customer on an annual basis.

**SUBSCRIBER AUTHORIZED SIGNATURE:**

This acknowledges Subscriber's agreement to pay the Annual Monitoring Fee, as well as Subscriber's agreement to be bound by the Terms and Conditions set forth by Johnson Controls Fire Protection on the reverse side of the Monitoring Service Agreement form.

**TERMS AND CONDITIONS**

1. Introduction. Subscriber has contracted with Johnson Controls Fire Protection for monitoring services at the location indicated on the front side of this Agreement.

2. Johnson Controls Fire Protection's Duties. Subscriber agrees and acknowledges that Johnson Controls Fire Protection's sole and only obligation under this Agreement shall be to monitor signals sent by various media including, but not limited to, telephone lines, cellular devices, satellite technology, and radio telemetry and received by means of a protective system (hereinafter "System") and to respond thereto by notifying the party (or parties) identified by Subscriber. Upon receipt of a protective system signal, Johnson Controls Fire Protection shall WITHOUT WARRANTY attempt to notify the party (or parties) that has been identified by Subscriber as the proper party to notify under the circumstances encountered.

3. Waiver of Warranty; Exculpatory Clause. Subscriber understands that Johnson Controls Fire Protection offers several levels of protection services and that the level described has been chosen by Subscriber after considering and balancing various levels of protection afforded and their related costs. IT IS UNDERSTOOD AND AGREED THAT: Johnson Controls Fire Protection IS PROVIDING A SERVICE DESIGNED TO REDUCE THE RISK OF LOSS; THAT Johnson Controls Fire Protection IS NOT AN INSURER; THAT INSURANCE, IF ANY, SHALL BE OBTAINED BY SUBSCRIBER COVERING PERSONAL INJURY, INCLUDING DEATH, AND REAL OR PERSONAL PROPERTY LOSS OR DAMAGE; THE PAYMENTS HEREUNDER ARE BASED SOLELY ON THE VALUE OF THE MONITORING SERVICES AS DESCRIBED HEREIN AND ARE UNRELATED TO THE VALUE OF ANY OF SUBSCRIBER'S PROPERTY, OR THE PROPERTY OF OTHERS LOCATED AT SUBSCRIBER'S LOCATION, THE VALUE OF WHICH IS KNOWN ONLY BY SUBSCRIBER; THAT Johnson Controls Fire Protection IS NOT LIABLE FOR LOSSES CAUSED BY THE MALFUNCTION OR NON-FUNCTION OF THE SYSTEM OR EQUIPMENT OR THE MONITORING, REPAIRING, SIGNAL HANDLING OR DISPATCHING SERVICES EVEN IF DUE TO Johnson Controls Fire Protection'S NEGLIGENCE OR FAILURE TO PERFORM. Johnson Controls Fire Protection MAKES NO GUARANTEE OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SERVICES OR EQUIPMENT SUPPLIED WILL AVERT OR PREVENT OCCURRENCES, OR THE CONSEQUENCES THEREFROM, WHICH THE SERVICES OR EQUIPMENT ARE DESIGNED TO DETECT. Johnson Controls Fire Protection MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, THAT THE EQUIPMENT SUPPLIED, OR ANY HARDWARE, SOFTWARE OR NETWORKS USED IN CONNECTION WITH THE SYSTEM SHALL CORRECTLY HANDLE THE PROCESSING OF DATES BEFORE AND AFTER DECEMBER 31, 1999, OR THAT THE SERVICES HEREUNDER SHALL ENSURE SUCH CORRECT DATE HANDLING.

4. Third Party Indemnification. Since the parties agree that Subscriber retains the sole responsibility for the life and safety of all persons on its premises, and for protecting against losses to its own property and the property of others located on its premises, Subscriber agrees to indemnify, defend, and hold harmless Johnson Controls Fire Protection, its officers, employees, agents, subcontractors, suppliers, or representatives, from and against all claims, lawsuits, and losses, including attorneys' fees, by persons not a party to this Agreement, alleged to be caused by the improper operation of the system, whether due to malfunctioning or nonfunctioning of the system or the negligent performance or nonperformance of the monitoring services or other installation, maintenance, or other services by Johnson Controls Fire Protection or its officers, employees, agents, subcontractors, suppliers, or representatives. Additionally, Subscriber agrees to list Johnson Controls Fire Protection, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insured on all insurance policies in effect on the premises.

5. Limitation of Liability; Liquidated Damages. SUBSCRIBER ACKNOWLEDGES THAT IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX ACTUAL DAMAGES, IF ANY, WHICH MAY PROXIMATELY RESULT FROM FAILURE ON THE PART OF Johnson Controls Fire Protection TO PERFORM ANY OF ITS OBLIGATIONS OR SERVICES HEREIN, INCLUDING, BUT NOT LIMITED TO, MONITORING SERVICES, INSTALLATION OR MAINTENANCE, THE FAILURE OF THE EQUIPMENT (SYSTEM) TO OPERATE PROPERLY, BY ACTIVE OR PASSIVE NEGLIGENCE, OR BY FAILURE TO PERFORM ANY OF THE OBLIGATIONS HEREIN, BECAUSE OF AMONG OTHER THINGS: (A) THE UNCERTAIN AMOUNT OR VALUE OF SUBSCRIBER'S PROPERTY OR THE PROPERTY OF OTHERS KEPT AT THE MONITORED LOCATION WHICH MAY BE LOST, STOLEN, DESTROYED, DAMAGED OR OTHERWISE AFFECTED BY OCCURRENCES WHICH THE EQUIPMENT (SYSTEM) AND/OR SERVICES IS DESIGNED TO DETECT; (B) THE UNCERTAINTY OF THE RESPONSE TIME OF ANY POLICE DEPARTMENT, FIRE DEPARTMENT, PARAMEDIC UNIT, PATROL SERVICE OR OTHERS, SHOULD ANY OF THESE PARTIES BE DISPATCHED AS A RESULT OF A SIGNAL BEING RECEIVED OR AN AUDIBLE DEVICE SOUNDING; (C) THE INABILITY TO ASCERTAIN WHAT PORTION, IF ANY, OF ANY LOSS WOULD BE PROXIMATELY CAUSED BY Johnson Controls Fire Protection'S FAILURE TO PERFORM OR BY ITS EQUIPMENT'S FAILURE TO OPERATE; OR (D) THE UNCERTAIN NATURE OF OCCURRENCES WHICH MIGHT CAUSE INJURY OR DEATH TO SUBSCRIBER OR ANY OTHER PERSON. THEREFORE, SUBSCRIBER ACKNOWLEDGES AND AGREES THAT IF ANY LOSS OR LIABILITY IS ALLEGED AGAINST Johnson Controls Fire Protection, IRRESPECTIVE OF CAUSE, INCLUDING, BUT NOT LIMITED TO, WHETHER THE LOSS OR LIABILITY IS CAUSED BY Johnson Controls Fire Protection'S OWN NEGLIGENCE, SUCH LIABILITY SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE ANNUAL MONITORING FEE OR TWENTY FIVE HUNDRED (2500.00) DOLLARS, WHICHEVER IS LESS. THIS SUM SHALL BE PAID AND RECEIVED AS EITHER (1) LIQUIDATED DAMAGES AND NOT AS A PENALTY, OR (2) AS A LIMITATION OF LIABILITY APPROVED AND AGREED UPON BY THE PARTIES. THE PAYMENT OF THIS AMOUNT SHALL BE Johnson Controls Fire Protection'S SOLE AND EXCLUSIVE LIABILITY. UNDER NO CIRCUMSTANCES SHALL Johnson Controls Fire Protection BE LIABLE TO SUBSCRIBER OR ANY OTHER PERSON FOR GENERAL, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE IN EXCESS OF SUCH AMOUNT, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO REAL OR PERSONAL PROPERTY, LOSS OF PROPERTY OR REVENUE, COST OF CAPITAL, COSTS OF PURCHASED OR REPLACED GOODS, OTHER ECONOMIC LOSS HOWEVER OCCASIONED, AND WHETHER ALLEGED AS CAUSED BY THE INSTALLATION, REPAIR, DESIGN, SALE, LEASE, OR FAILURE OF THE MONITORING EQUIPMENT OR SERVICE OR THE PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS UNDER THIS AGREEMENT OR BREACH OF WARRANTY OR NEGLIGENCE, ACTIVE, PASSIVE, JOINT, SEVERAL OR OTHERWISE, STRICT LIABILITY, TORT, OR OTHERWISE BY Johnson Controls Fire Protection, ITS OFFICERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, SUPPLIERS, OR REPRESENTATIVES. Subscriber agrees to obtain insurance coverage adequate to protect Subscriber's interest in light of the limitation of liability stated in this Agreement. If subscriber wishes Johnson Controls Fire Protection to increase the amount of the above limitation of liability or liquidated damages, Subscriber may inquire about obtaining an increase to this amount in exchange for the payment of an additional monthly charge, but such additional monthly charge shall not be construed to mean that Johnson Controls Fire Protection is an insurer or to relieve Subscriber of the sole responsibility to obtain and maintain insurance. The foregoing shall survive the termination or expiration of this Agreement. Johnson Controls Fire Protection assumes no responsibility for any loss in excess of such amount.

6. Subscriber's Duties. In addition to Subscriber's duty to indemnify, defend, and hold Johnson Controls Fire Protection harmless as provided above: (a) Subscriber shall carefully and properly test and set the system immediately prior to the securing of the premises and carefully test the system in a manner prescribed by Johnson Controls Fire Protection during the term of this Agreement. Subscriber shall be solely responsible for testing the System for accurate date handling capabilities, and for maintaining such capabilities. Subscriber agrees that it is responsible for any losses or damages due to malfunction, miscommunication, or failure of Subscriber's system to accurately handle, process, or communicate date data. If any defect in operation of the System develops, or in the event of a power failure, interruption of telephone service, or other interruption at Subscriber's premises of signal or data transmission through any media, Subscriber shall notify Johnson Controls Fire Protection immediately. If space/interior protection (i.e., ultrasonic, microwave, infrared, etc.) is part of the System, Subscriber shall walk test the system in the manner recommended by Johnson Controls Fire Protection. (b) When any device or protection is used, including, but not limited to, space protection, which may be affected by turbulence of air, occupied airspace change or other disturbance, forced air heaters, air conditioners, horns, bells, animals and any other source of air turbulence or movement which may interfere with the effectiveness of the System during closed periods while the alarm system is on, Subscriber shall notify Johnson Controls Fire Protection. (c) Subscriber shall notify Johnson Controls Fire Protection regarding any remodeling or other changes to the protected premises that may affect operation of the System. (d) Subscriber shall cooperate with Johnson Controls Fire Protection in the installation, operation, and maintenance of the system and agrees to follow all instructions and procedures which may be prescribed for the operation of the System, the rendering of services and the provision of security for the premises. (e) Subscriber shall pay all charges made by any telephone company or other utility for installation, leasing, and service charges of telephone lines connecting Subscriber's premises to Johnson Controls Fire Protection. Subscriber acknowledges that alarm signals from Subscriber's premises to Johnson Controls Fire Protection are transmitted over Subscriber's telephone service and that in the event the telephone service is out of order, disconnected, placed on "vacation," or otherwise interrupted, signals from Subscriber's alarm system will not be received by Johnson Controls Fire Protection during any such interruption in telephone service and the interruption will not be known to Johnson Controls Fire Protection. Subscriber agrees that in the event the equipment or system continuously transmits signals reasonably determined by Johnson Controls Fire Protection to be false and/or excessive in number, Subscriber shall be subject to the additional costs and fees incurred by Johnson Controls Fire Protection in receiving and/or responding to the excessive signals.

7. Authorized Personnel & Emergency Information. Subscriber agrees to furnish forthwith a written list of the names, addresses and telephone numbers of all persons authorized to enter or remain on Subscriber's premises and/or that should be notified in the event of an alarm. Subscriber agrees to provide all changes, revision and modifications to the above to Johnson Controls Fire Protection in writing in a timely manner. Subscriber shall furnish to Johnson Controls Fire Protection certain emergency information and shall keep it current by providing Johnson Controls Fire Protection with any changes in writing, providing the required identifying information in a timely manner.



8. Assignees and/or Subcontractors of Johnson Controls Fire Protection. Johnson Controls Fire Protection shall have the right to assign this Agreement in whole or in part to any other person, firm, or corporation and shall have the further right to subcontract any surveillance, monitoring, maintenance, patrol, emergency response, or other services which it may be required to perform hereunder. Subscriber acknowledges that this Agreement, and particularly those paragraphs relating to Johnson Controls Fire Protection's maximum liability and third party indemnification, shall inure to the benefit of and are applicable to any assignees and/or subcontractors of Johnson Controls Fire Protection, and that they bind Subscriber with respect to said assignees and/or subcontractors with the same force and effect as they bind Subscriber to Johnson Controls Fire Protection.

9. Assignment by Subscriber. Subscriber acknowledges that the sale or transfer of Subscriber's premises shall not relieve Subscriber of duties and obligations under this Agreement unless Johnson Controls Fire Protection agrees in writing to the transfer of the Agreement.

10. Taxes, Fees, Fines, Licenses, and Permits. (a) Subscriber agrees to pay all sales tax, use tax, property tax, utility tax and other taxes required in connection with the equipment and services listed, including telephone company line charges, if any. Johnson Controls Fire Protection shall have the right, at any time, to pass along to Subscriber any increases in the monthly charges which hereafter may be imposed on Johnson Controls Fire Protection by utility or government agencies relating to the service(s) provided under the terms of this Agreement, and Subscriber hereby agrees to pay the same. (b) Subscriber agrees to assume all responsibility for any false alarms or signals given by the protective equipment. Subscriber will indemnify, pay and defend Johnson Controls Fire Protection and its authorized contractors and hold each of them harmless from and against any responsibility or liability for payment of associated fines, penalties or other costs. (c) Subscriber shall comply with all laws and regulations relating to the equipment and its use and shall promptly pay when due all sales, use, property, excise and other taxes and all license and registration fees now or hereafter imposed by any government body or agency upon the equipment or its use. If Subscriber fails to maintain any required licenses or permits, Johnson Controls Fire Protection shall not be responsible for performing the services and may terminate the services with notice to Subscriber.

11. Increase in Service Charges. Johnson Controls Fire Protection shall have the right to increase the Service Charges provided for herein by giving Subscriber thirty (30) days written notice in advance of the effective date of such increase. Charges for time and materials services are based upon Johnson Controls Fire Protection's service rates in effect at the time of the service, and are subject to change without notice.

12. Delay or Interruptions. Johnson Controls Fire Protection assumes no liability for delay in the installation of the System or for interruption of monitoring services due to strikes, riots, floods, storms, earthquakes, fire, power failures, insurrections, interruption of availability of telephone, cable, cellular, satellite, or radio service or service through any other medium, malfunction or unavailability of the system related to date handling problems, irrespective of cause, acts of God, or for any other cause beyond the control of Johnson Controls Fire Protection, and will not be required to provide installation or other services to Subscriber while interruption of service due to any such cause may continue. Johnson Controls Fire Protection assumes no liability for delay of installation or services due to non-cooperation of the Subscriber or his agents in providing access to that area of installation or service on any device or devices of the Subscriber or of others to which Johnson Controls Fire Protection's equipment is attached.

13. Outside Charges. Subscriber understands and accepts that Johnson Controls Fire Protection specifically denies any responsibility for charges associated with the notification or dispatching of anyone, including, but not limited to, fire department, police department, paramedics, doctors, or any other emergency personnel, and if there are any charges incurred as a result of said notification or dispatch, said charges shall be the responsibility of Subscriber, whether requested or not and whether such entities were correctly or incorrectly notified by Johnson Controls Fire Protection, its agents, or subcontractors.

14. Default/Termination. In the event Subscriber fails to pay any amount, Subscriber abuses the equipment or the use of the monitoring facility, Subscriber fails to comply with any of the terms and conditions hereof, Subscriber makes an assignment for the benefit of creditors, an order for relief is entered against Subscriber under any chapter of the National Bankruptcy Code, as amended, a receiver or trustee is appointed for all, or substantially all, the assets of Subscriber, or there is a dissolution or termination of existence of Subscriber, or if Subscriber is in default under this Agreement and such default continues for ten (10) days after Johnson Controls Fire Protection gives Subscriber written notice of such default, in addition to any other remedies provided by law, Johnson Controls Fire Protection may pursue any one or more of the following remedies, which are cumulative and nonexclusive: (a) Terminate all services subscribed for hereunder by giving ten (10) days written notice to Subscriber, without terminating this Agreement, and recover all amounts due to Johnson Controls Fire Protection; (b) Take possession of all Johnson Controls Fire Protection owned equipment wherever situated and for such purpose enter upon Subscriber's property without liability for so doing; (c) By notice to Subscriber, declare immediately due and payable all moneys to be paid by Subscriber during the Primary Term or, if the Primary Term has then expired, declare immediately due and payable all moneys to be paid during any Renewal Term then in effect, and Subscriber shall thereupon be obligated to pay such moneys to Johnson Controls Fire Protection immediately. Subscriber shall in any event remain fully liable for reasonable damages as provided by law and for all costs and expenses incurred by Johnson Controls Fire Protection on account of such default including all court costs and reasonable attorneys' fees. The waiver by Johnson Controls Fire Protection of a breach of any obligation of Subscriber shall not be deemed a waiver of such obligation or any subsequent breach of the same or any other obligation. The subsequent acceptance of payment hereunder by Johnson Controls Fire Protection shall not be deemed a waiver of any prior existing breach, regardless of Johnson Controls Fire Protection's knowledge of such prior existing breach at the time of acceptance of such payments.

15. One Year Limitation on Actions. It is agreed that no suit or cause of action shall be brought against Johnson Controls Fire Protection more than one (1) year after the accrual of the cause of action therefor.

16. Waiver of Subrogation. Subscriber does hereby for itself and all other parties claiming under it release and discharge Johnson Controls Fire Protection from and against all hazards covered by Subscriber's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against Johnson Controls Fire Protection.

17. Entire Agreement; Modification; Waiver. This writing is intended by the parties as a final expression of their Agreement and as a complete and exclusive statement of the terms thereof. This Agreement supersedes all prior representations, understandings or agreements of the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. This Agreement can be modified only in writing, signed by the parties or their duly authorized representatives. No waiver of a breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach.

18. Choice of Law; Venue. The laws of the Commonwealth of Massachusetts shall govern the validity, enforceability and interpretation of the Agreement. It is agreed that any suit or action initiated as a result of this Agreement or in any way arising out of this Agreement or the Monitoring Services to be provided under this Agreement shall be brought in a court of competent jurisdiction within the Commonwealth of Massachusetts.

Offer to NA	Old PID	New PID	Size	Item	Sourcewell Price
<b>All inclusive Hydrotest Extinguishers</b>					
Y		<b>EX3302</b>	2.5	2.5 LB D/C All inclusive Hydrotest Extinguisher	\$45
Y		<b>EX3305</b>	5	5 LB D/C All inclusive Hydrotest Extinguisher	\$50
Y		<b>EX3310</b>	10	10 LB D/C All inclusive Hydrotest Extinguisher	\$55
Y		<b>EX3320</b>	20	20 LB D/C All inclusive Hydrotest Extinguisher	\$75
Y		<b>EX6905</b>	5	5 LB CO2 All Inclusive Hydrotest Extinguisher	\$65
Y		<b>EX6910</b>	10	10 LB CO2 All Inclusive Hydrotest Extinguisher	\$70
Y		<b>EX6915</b>	15	15 LB CO2 All Inclusive Hydrotest Extinguisher	\$75
Y		<b>EX6920</b>	20	20 LB CO2 All Inclusive Hydrotest Extinguisher	\$80
Y		<b>EX6925</b>	2.5g	Pressurized water All inclusive Hydrotest Extir	\$65
Y		<b>EX2903</b>	6L	K-class All inclusive Hydrotest Extinguisher	\$175
<b>All inclusive 6yr Extinguishers</b>					
Y		<b>EX3202</b>	2.5	2.5 LB D/C All inclusive 6yr Maint Extinguisher	\$40
Y		<b>EX3205</b>	5	5 LB D/C All inclusive 6yr Maint Extinguisher	\$45
Y		<b>EX3210</b>	10	10 LB D/C All inclusive 6yr Maint Extinguisher	\$50
Y		<b>EX3220</b>	20	20 LB D/C All inclusive 6yr Maint Extinguisher	\$70
<b>All inclusive Recharged Extinguishers</b>					
Y		<b>EX3402</b>	2.5	2.5 LB D/C All inclusive Recharge Extinguisher	\$35
Y		<b>EX3405</b>	5	5 LB D/C All inclusive Recharge Extinguisher	\$40
Y		<b>EX3410</b>	10	10 LB D/C All inclusive Recharge Extinguisher	\$45
Y		<b>EX3420</b>	20	20 LB D/C All inclusive Recharge Extinguisher	\$65
Y		<b>EX5905</b>	5	5 LB CO2 All Inclusive Recharge Extinguisher	\$50
Y		<b>EX5910</b>	10	10 LB CO2 All Inclusive Recharge Extinguisher	\$55
Y		<b>EX5915</b>	15	15 LB CO2 All Inclusive Recharge Extinguisher	\$60
Y		<b>EX5920</b>	20	20 LB CO2 Ext All Inclusive Recharge Extinguis	\$65
Y		<b>EX5925</b>	2.5g	Pressurized water All inclusive Recharge Extin	\$60
Y		<b>EX5903</b>	6L	K-class All inclusive Recharge Extinguisher	\$155
<b>New Equipment</b>					
	<b>Generic SG</b>	<b>Ansul US</b>			
Y	EX1025	<b>438735</b>	2.5	ABC dry chemical fire extinguisher	\$52.00
Y	EX1050	<b>442257</b>	5	ABC dry chemical fire extinguisher	\$68.00
Y	EX1010	<b>436500</b>	10	ABC dry chemical fire extinguisher	\$93.00
Y	EX1020	<b>434747</b>	20	ABC dry chemical fire extinguisher	\$195.00
Y	EX1150	<b>431553</b>	5	CO2 fire extinguisher	\$198.00
Y	EX1110	<b>431554</b>	10	CO2 fire extinguisher	\$257.00
Y	EX1115	<b>431555</b>	15	CO2 fire extinguisher	\$301.00
Y	EX1120	<b>431556</b>	20	CO2 fire extinguisher	\$453.00
Y	EX1250	<b>442255</b>	5	Clean Guard fire extinguisher	\$233.00
Y	EX1210	<b>429021</b>	9	Clean Guard fire extinguisher	\$470.00
Y	EX1214	<b>429022</b>	13	Clean Guard fire extinguisher	\$745.00
Y	EX1560	<b>434909</b>	6L	K-class fire etinguisher	\$224.00
Y	EX1425	<b>430847</b>	2.5g	Pressurized water fire extinguisher	\$162.00

				<b>Recharge</b>	
Y	EX3025	<b>EX8025</b>	2..5	ABC dry chemical fire extinguisher	\$12.00
Y	EX3050	<b>EX8050</b>	5	ABC dry chemical fire extinguisher	\$17.00
Y	EX3010	<b>EX8010</b>	10	ABC dry chemical fire extinguisher	\$22.00
Y	EX3020	<b>EX8020</b>	20	ABC dry chemical fire extinguisher	\$42.00
Y	EX3021	<b>EX8150</b>	5	CO2 fire extinguisher	\$28.00
Y	EX3110	<b>EX8110</b>	10	CO2 fire extinguisher	\$35.00
Y	EX3115	<b>EX8115</b>	15	CO2 fire extinguisher	\$40.00
Y	EX3120	<b>EX8120</b>	20	CO2 fire extinguisher	\$45.00
Y	EX3060	<b>EX8030</b>	6L	K-class fire extinguisher	\$132.00
Y	EX3200	<b>EX8035</b>	2.5g	Pressurized water fire extinguisher	\$27.00

				<b>Hydrostatic testing</b>	
Y		EX2089		Pressurized water fire extinguisher	\$20.00
Y		EX2084		Dry chemical fire extinguisher	\$20.00
Y		EX2080		CO2 fire extinguisher	\$20.00
Y		<b>EX8070</b>		HYDROTEST K-CLASS	\$20.00
N				Cartridge operated fire extinguisher	
N				Clean Guard fire extinguisher	

Y		EX2060		<b>Six Year Maintenance</b>	\$10.00
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				<b>Service Parts</b>	
Y		EX4005		Valve stem	\$12.00
Y		EX4100		VR seal (o-ring)	\$5.00
Y		EX4002		Service collar	\$4.00
Y		EX4001		Locking pin	\$2.50
Y		EX4004		Tamper device	\$2.00
Y		EX4412		CO2 SAFETY RELEASE DEVICE	\$15.00

				<b>Parts</b>	
Y		EX4200		Extinguisher gauge	\$13.00
Y		EX5100		Extinguisher stick on sign	\$4.50
Y		EX5102		Extinguisher stand out sign	\$18.00
Y		EX5200		Extinguisher hanger	\$6.00
Y		EX5002		Decal class	\$2.00
Y		EX5002		Decal hazmat	\$2.00
Y		EX5002		Decal DOT	\$2.00
Y		EX5503		Bracket Economy	\$25.00
Y		EX5504		Bracket Heavy Duty	\$50.00

				<b>Other service charges</b>	
Y		EX2017		Hazmat shipping	\$30.00

				<b>Batteries Updated description</b>	
Y		EE6101		4V 4.6AH BATTERY	\$65.00
Y		EE6102		4V 10AH BATTERY	\$65.00

Y	EE6103	<b>6V 4AH/5AH BATTERY</b>	\$50.00
Y	EE6104	6V 7AH BATTERY	\$60.00
Y	EE6105	6V 8AH BATTERY	\$65.00
Y	EE6106	<b>6V 10AH/12AH BATTERY</b>	\$50.00
Y	EE6107	6V 20AH BATTERY	\$130.00
Y	EE6108	6V 36AH BATTERY	\$145.00
Y	EE6109	12V 32AH BATTERY	\$175.00
Y	EE6110	12V 55AH BATTERY	\$225.00
Y	EE6201	AC BULB	\$12.00
Y	EE6202	DC BULB	\$10.00
Y	EE6203	SEALED BEAM BULB	\$50.00
Y	EE6204	FLUORESCENT BULB	\$25.00
Y	EE6205	LED BULB	\$75.00
Y	<b>EE6004</b>	BATTERY DISPOSAL	\$10.00
Y	<b>EE6116</b>	4.8v 800MAH NICAD	\$75.00
Y	<b>EE6116</b>	4.8v 800MAH NICAD	\$75.00
Y	<b>EE6116</b>	4.8v 800MAH NICAD	\$75.00
Y	<b>EE6116</b>	4.8v 800MAH NICAD	\$75.00
Y	<b>EE6114</b>	2.4v 800MAH NI-CAD	\$50.00
Y	<b>EE6115</b>	3.6v 700MAH NI-CAD	\$50.00
Y	<b>EE6113</b>	1.2v 1200MAH NI-CAD	\$50.00
Y	<b>EE6113</b>	1.2v 1200MAH NI-CAD	\$50.00
<b>E-Light Units</b>			
Y	<b>BELR1</b>	ECONOMY EMERGENCY LIGHT	\$50.00
		ECONOMY EXIT SIGN LED	
Y	<b>LED1</b>	W/BATTERY BACK UP LIGHT	\$50.00
Y	<b>LED4</b>	COMBINATIONS EXIT EMERGENCY LIGHT	\$100.00
Y	<b>LED1B</b>	RED/BLACK LED EXIT SIGN AC/DC	\$100.00
Y	<b>LED4B</b>	RED LED EXIT/EMERG BLK COMBO UNIT	\$100.00
Y	<b>BELR1B</b>	EMERG LIGHT BLK 6V, 10.8W	\$50.00
Y	<b>BELR1</b>	EMERGENCY LIGHT 6V, 10.8W	\$50.00

**NA pricing - labor included in charge for replace battery & bulbs**  
**NA will quote labor to replace E light units**



Sourcewell #031

Effective Date:

Customer Name:

Location Name:

Location Address:

Contact Name:

Contact Phone:

Contact Email:

Sales Representative:

Branch:

COVERED EQUIPMENT:

## **NON-RECCURING SERVICES**

Quantity:

### **Monitoring Setup and Installation**

One-time configuration and connection charge

0

Monitoring equipment and installation includes digital communicator and programming

0

### **Fire Damper and Doors**

Smoke/Fire Damper Inspections

0

Fire Door Inspections

0

Rolling Fire Doors Inspections

0

Actuators

0

Smoke/Fire Damper Minimum Fee To be used if the total of fire dampers and doors does not equal (\$2,185.00) . If the minimums are not met, line item quantities should be removed and just select yes on line 43.

No

Smoke/Fire Damper Inspections (*Pricing for AK, HI*)

0

Fire Door Inspections (*Pricing for AK, HI*)

0

Rolling Fire Doors Inspections(*IPricing for AK, HI*)

0

Actuators (*Pricing for AK, HI*)

0

Smoke/Fire Damper Minimum Fee To be used if the total of fire dampers and doors does not equal (\$5,175.00) . If the minimums are not met, line item quantities should be removed and just select yes on line 48. (*pricing for AK, HI*)

No

### **One-Time Cost**

### **Sprinkler System (5 Year Inspect)**

Quantity:

FDC 5-Year Certification Test - (1) Riser & (1) FDC

0

5 Year Obstruction/Investigation - Risers

0

Lift rental (enter number of days)

0

Obstruction/Investigation - In the State of California

No

## 5 Year Cost

### Additional Tech Time

0

### Customer Training Center

5 Day Security System Administrator Training (PID: 9500-0057)  
3 Day Service And Maintenance Training (PID: 9500-0058)  
2 Day Integrated System Upgrade Training (PID: 9500-0059)  
4 Day Integrated Security System Admin Training (PID: 9500-0129)  
2 Day ID Badge Training (PID: 9500-0127)  
2 Day ID Badge Training (PID: 9500-0144)  
2 Day Integrated Graphical Maps Training (PID: 9500-0141)  
2 Day Integrated CCTV Control Training (PID: 9500-0128)  
4 Hours Of Integrated System Training (PID: 9500-0145)  
1 Day Integrated Security System Pre-Delivery Svcs (PID: 9500-0146)  
4 Hour Integrated Security System Programming (PID: 9500-0147)  
6 Day Enhanced Security Training (PID: 9500-0148)  
Training Guide (PID: 3700-9315)

0  
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Reduction

### **Training Total Cost**

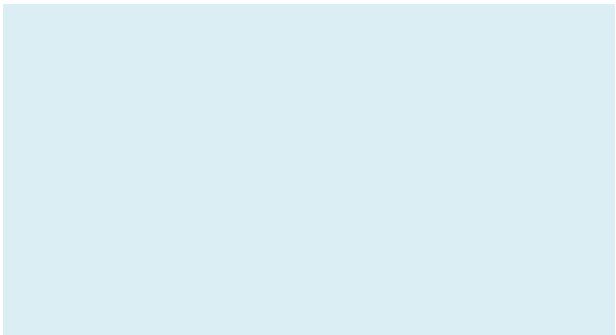
### ***Insert addt'l services***

**Customer Signature:**

**Date :**

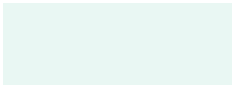
**Total non-recurring cost**

.517-SGL



**Frequency:**

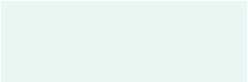
One-Time



\$0.00

**\$0.00**

**Inspect Month:**



\$0.00



\$0.00

\$0.00	Fire Alarm
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\$0.00

- \$0.00
- \$0.00
- \$0.00
- \$0.00
- \$0.00

\$0.00

# Sourcewell Premier Communicat

**EMERGENCY CALL:** System/unit is not operational and backup system/unit is not available. Life safety and proper significant damage.

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

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

- Technician will be on site within 24 hours

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

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

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

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

ALL SERVICE RATES WILL BE BILLED ACCORDING TO NJPA PREFERRED HOURLY SERVICE RATES

Minimum charge for an Emergency and a Priority

Maximum travel charge is 4 hours

Overtime fees prevail before 7:00 AM or after 4:30 PM and double time f

# ion Standards

ty protection is non-existent or property assets are in imminent danger of

egrity.

ork.

Call is 3 hours

ees prevail on weekends and holidays