

# Request for Legislative Action

Res. #20725

Sponsor: Theresa Cass Galvin

Date: July 19, 2021

Completed by County Counselor's Office			
Action Requested:	Resolution	Res.Ord No.:	20725
Sponsor(s):	Theresa Galvin	Legislature Meeting Date:	7/19/2021

Introduction
<b>Action Items:</b> ['Authorize']
<b>Project/Title:</b>
Requesting Authorization of Funds from Capital Projects Fund 013 – Capital Improvement for Improvements to the Downtown Courthouse Fire Alarm and Notification and Smoke Control System.

Request Summary
<p>In order to proactively create an improved environment within the Downtown Courthouse, the Fire Notification and Smoke Control systems within the building require investment.</p> <p>The Fire Notification system is the first line of fire protection and is comprised of various audio/visual and communication devices, including strobes, alarms, pull stations, transponding equipment, heat sensors, speakers and smoke detection devices. These various communications relay information to the Fire Panel and communicate the same information to emergency providers that enable response to proper locations of emergency. The occupants of the facility receive similar information and instruction on how to safely exit or dispatch within building, depending on the emergency. The current system is aged and requires improvements to confidently notify occupants of an emergency.</p> <p>The Smoke Control system is important to ensure that methods of egress would be safe to traverse and be clear of smoke caused by potential fire. This system would consist of door closing devices, air circulation and smoke filtering equipment. In order for the appropriate smoke control system to be recommended, it must be designed. Johnson Controls International has proposed to test, model and design the system in this initial phase. Subsequent phasing will be required at additional cost to implement the recommended design. Again, the current system is aged and required improvement.</p> <p>The scope of service fees for requested services break down in the following manner.</p> <p>Fire Notification Services - \$994,091.00 Smoke Control Design Services - \$19,466.65 10% Contingency for Unanticipated Work - \$101,355.77 <b>Total Fee for Services - \$1,114,914</b></p> <p>The request is to utilize funds within the Capital Projects Fund 013 – County Improvement for the amount to complete all necessary improvements to the Fire Notification and Smoke Control systems within the Downtown Courthouse, as dictated in the scope of services provided. Jackson County Facilities Management has requested that Johnson Controls International and Simplex Grinnell complete the scoped work under the terms and conditions set forth in the Sourcewell contract #031517-SGL for fire protection services.</p>

## Request for Legislative Action

Contact Information			
<b>Department:</b>	Public Works	<b>Submitted Date:</b>	6/1/2021
<b>Name:</b>	Brian Gaddie	<b>Email:</b>	BGaddie@jacksongov.org
<b>Title:</b>	Director of Public Works	<b>Phone:</b>	816-881-4496

Budget Information			
Amount authorized by this legislation this fiscal year:			\$1,114,914
Amount previously authorized this fiscal year:			\$ 0
Total amount authorized after this legislative action:			\$1,114,914
Is it transferring fund?			No
Single Source Funding:			
<b>Fund:</b>	<b>Department:</b>	<b>Line Item Account:</b>	<b>Amount:</b>
013 (County Improvement Fund)	1507 (Special Projects in Public Works)	58060 (Other Improvements)	\$1,114,914

## Request for Legislative Action

<b>Prior Legislation</b>	
<b>Prior Ordinances</b>	
Ordinance:	Ordinance date:
<b>Prior Resolution</b>	
Resolution:	Resolution date:

<b>Purchasing</b>	
Does this RLA include the purchase or lease of supplies, materials, equipment or services?	Yes
Chapter 10 Justification:	Fixed Price Contract
Core 4 Tax Clearance Completed:	Not Applicable
Certificate of Foreign Corporation Received:	Not Applicable
Have all required attachments been included in this RLA?	Yes

<b>Compliance</b>	
<b>Certificate of Compliance</b>	
In Compliance	
<b>Minority, Women and Veteran Owned Business Program</b>	
Goals Not Applicable for following reason: Contract is with another government agency	
MBE:	.00%
WBE:	.00%
VBE:	.00%
<b>Prevailing Wage</b>	
Construction projects over \$75000	['Separate bid']

<b>Fiscal Information</b>	
<ul style="list-style-type: none"> <li>There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered.</li> </ul>	

## Request for Legislative Action

### History

Brian Gaddie at 6/1/2021 5:08:43 PM - [Submitted | ]  
Department Director: Anne E. Collier at 6/30/2021 7:32:49 PM - [ Approved | Restaring workflow due to workflow issue. Original comments are as follows:Brian Gaddie at 6/1/2021 5:08:43 PM - [Submitted | ]Department Director: Brian Gaddie at 6/1/2021 5:58:42 PM - [ Approved | ]Finance (Purchasing): Barbara J. Casamento at 6/2/2021 9:00:31 AM - [ Returned for more information | Please reference Chapter 10 Section 1030.4 in your Request Summary Please provide a copy of the contract for Sourcewell No. 031517-SGL (this is not a County Term and Supply Contract) Quote must match contract ]Submitter: Brian Gaddie at 6/2/2021 4:33:46 PM - [ Submitted | ]Department Director: Brian Gaddie at 6/2/2021 5:05:18 PM - [ Approved | ]Finance (Purchasing): Barbara J. Casamento at 6/3/2021 1:24:12 PM - [ Returned for more information | attached Sourcewell Contract No. 031517-SGL offers 10 discount but it is unclear what the discount is offered on attached 1st quote in the amount of \$994,091 does not reference contract or how pricing was calculated attached 2nd quote in the amount of \$19,466.65 does not show how pricing was calculated ]Submitter: Brian Gaddie at 6/28/2021 11:47:21 AM - [ Submitted | Added updated Sourcewell contract provided by Simplex/JCI. Pricing terms, conditions and Sourcewell verification letter also included. ]Department Director: Brian Gaddie at 6/28/2021 3:41:47 PM - [ Approved | ]"  
Finance (Purchasing): Barbara J. Casamento at 7/6/2021 12:47:19 PM - [ Approved | ]  
Compliance: Jaime Guillen at 7/7/2021 11:07:53 AM - [ Approved | ]  
Finance (Budget): Mark Lang at 7/7/2021 1:18:48 PM - [ Returned for more information | On the "Budget Info" tab, under "Single Source Funding", please change the fund to "013 County Improvement Fund". ]  
Submitter: Brian Gaddie at 7/7/2021 2:47:55 PM - [ Submitted | ]  
Department Director: Brian Gaddie at 7/7/2021 2:56:35 PM - [ Approved | ]  
Finance (Purchasing): Barbara J. Casamento at 7/7/2021 3:32:30 PM - [ Approved | ]  
Compliance: Jaime Guillen at 7/7/2021 3:48:52 PM - [ Approved | ]  
Finance (Budget): Mark Lang at 7/9/2021 10:00:42 AM - [ Approved | The fiscal note has been attached. ]  
Executive: Troy Schulte at 7/9/2021 12:33:11 PM - [ Approved | Total of \$1.5 million budgeted for this expense in 2021 ]  
Legal: Elizabeth Freeland at 7/15/2021 11:35:15 AM - [ Approved | ]



June 11, 2021,

Brian Gaddie  
Director of Public Works  
415 E 12<sup>th</sup> Street  
Kansas City, MO 64106

Dear Mr. Gaddie

I have reviewed the proposals for the Jackson County Courthouse for a fire alarm Upgrade totaling \$991,091.00 and a smoke control test totaling \$19,466.65. The proposals are compliant with Sourcewell contract #031517-SGL as they meet the pricing requirements established by the contract.

If you have any questions or require any additional information, please don't hesitate to reach out to me directly at 218-895-4124 or [Corey.jensen@sourcewell-mn.gov](mailto:Corey.jensen@sourcewell-mn.gov).

Respectfully,



Corey Jensen  
218-895-4124  
[Corey.jensen@sourcewell-mn.gov](mailto:Corey.jensen@sourcewell-mn.gov)



11019 Strang Line Rd  
 LENEXA, KS 66215-2181  
 (913) 894 0010  
 FAX: (913) 894 0020

## Johnson Controls Quotation

TO:  
 Jackson County Courthouse  
 415 E 12th St 3M RM 105  
 KANSAS CITY, MO 64106-2706  
 Attn: Brian Gaddie

Project: Jackson Co Court Fire Alarm  
 Customer Reference:  
 Johnson Controls Reference: 332427559  
 Date: 06/14/2021  
 Page 1 of 8

Items cited on this quote are products and services on the Johnson Controls Fire Protection LP Sourcewell Contract **031517 SGL**

Johnson Controls is pleased to offer for your consideration this quotation for the above project.

### Fire Alarm

QUANTITY	MODEL NUMBER	DESCRIPTION
		<b>Fire Alarm</b>
		FACP ES
1	4100-9701	ES-PS MSTR CTRLR 2X40
2	4100-0011	FACTORY USE ONLY-AUDIO SHIPKIT
2	4100-0634	POWER DISTRIBUTION MODULE 120V
1	4100-0636	BOX TO BOX HARNESS KIT
1	4100-0637	AUDIO BOX TO BOX HARNESS KIT
4	4100-0644	120V ES-PS PDM HARNESS
1	4100-1242	MESSAGE EXPANSION, 32 MINUTES
1	4100-1255	AUDIO IF 3-8 CHANNEL
1	4100-1270	MASTER TELEPHONE, 3 NACS
1	4100-1272	EXPANSION PHONE CONTROLLER
8	4100-1279	2 BLANK DISPLAY MODULE
3	4100-1281	8 SWITCH, 8 YELLOW LED MODULE
1	4100-1288	64/64 LED/SWITCH CONTROLLER
2	4100-1329	DIG. 100W AMP,6NAC,120VAC,70V
4	4100-2300	EXPANSION BAY (PHASE 10 ONLY)
1	4100-2303	LEGACY CARD STABILIZER BRKT
2	4100-2320	AUDIO EXPANSION BAY
1	4100-3117	MSTR CTRLR IDNET2, FACTORY ONLY
2	4100-5128	BATTERY DIST TERM MODULE
3	4100-5402	ES-XPS POWER SUPPLY
3	4100-5450	NAC CARD
1	4100-6080	SERIAL DACT SIDE MOUNT
1	4100-9621	BASIC AUDIO W/MIKE-DIGITAL
1	41002153	3Bay Glass Dr Pkg Factory Only
1	41002163	INDICATOR ONLY 3 BAY SOLID
1	41007905	FACTORY BUILT-MAIN CONFIGURED

THIS QUOTATION AND ANY RESULTING CONTRACT SHALL BE SUBJECT TO THE GENERAL TERMS AND CONDITIONS ATTACHED HERETO.

Fire, Security, Communications, Sales & Service  
 Offices & Representatives in Principal Cities throughout North America



## Johnson Controls Quotation

QUANTITY	MODEL NUMBER	DESCRIPTION
Remote Transponder ES		
1	4100-9600	BASIC TRANSPONDER
1	4100-0622	DIGITAL AUDIO RISER MODULE
1	4100-0634	POWER DISTRIBUTION MODULE 120V
4	4100-1327	FLEX 50W AMP W/3 NACS - 70V
2	4100-2300	EXPANSION BAY (PHASE 10 ONLY)
2	4100-2320	AUDIO EXPANSION BAY
2	4100-5101	XPS POWER, 3 NACS, 120VAC
1	4100-5111	X SPS PWR, IDNET, 3 NACS, 120V
1	41002163	INDICATOR ONLY 3 BAY SOLID
1	41007905	FACTORY BUILT-MAIN CONFIGURED
Remote Transponder ES 2		
1	4100-9600	BASIC TRANSPONDER
1	4100-0622	DIGITAL AUDIO RISER MODULE
1	4100-0634	POWER DISTRIBUTION MODULE 120V
4	4100-1327	FLEX 50W AMP W/3 NACS - 70V
2	4100-2300	EXPANSION BAY (PHASE 10 ONLY)
2	4100-2320	AUDIO EXPANSION BAY
2	4100-5101	XPS POWER, 3 NACS, 120VAC
1	4100-5111	X SPS PWR, IDNET, 3 NACS, 120V
1	41002163	INDICATOR ONLY 3 BAY SOLID
1	41007905	FACTORY BUILT-MAIN CONFIGURED
Panels & Misc		
1	2975-9446	3 BAY BB/GDOOR/DRESS PNL PLAT
3	2975-9452	3 BAY BOX& SOLID DOOR PLATINUM
3	4100-0650	BATTERY SHELF
3	4100-5128	BATTERY DIST TERM MODULE
1	4603-9101	LCD ANNUNCIATOR
6	2081-9296	BATTERY 50AH
5	2084-9014	PLUGGABLE PHONE W/5FT CABLE
10	4009-9201	NAC EXTENDER 120VAC, IDNET
10	4009-9803	4 CIRCUIT NAC ADD-ON STYLE Y
20	2081-9272	BATTERY 6.2 AH
1	ETHEDROP	ETHERNET-NETWORK COMPATIBLE
	DPSCD	DP SVCS BLUPRT/CAD/DRAFT/COPY
	DPSVC	DP SVCS (PERMITS/FEES/BONDS)
1	DPFA	DP FIRE ALARM
Initiating/Control Devices		
57	4099-9006	STATION-LED, DA PUSH ADDR
132	4098-9714	PHOTO SENSOR
20	4098-9733	HEAT SENSOR
152	4098-9792	SENSOR BASE
58	4098-9756	DUCT SENSOR HOUSING-4-WIRE
58	4098-9856	"SAMPLING TUBE 49"', PLASTIC"
58	2098-9806	REMOTE TEST STATION
32	4090-9001	SUPERVISED IAM
48	4090-9002	RELAY IAM





### Johnson Controls Quotation

QUANTITY	MODEL NUMBER	DESCRIPTION
	Notification Appliances	
64	2084-9001	REMOTE PHONE JACK
365	4906-9154	SPKR/STROBE MC WHITE CEILING
127	4906-9153	SPKR/STROBE MC WHITE
98	4906-9103	STROBE MC WHITE
2	DH1224SPC	12/24 V, SURFACE MT, CHROME
	Professional Services - Fire Alarm	
	DSGN LAB	DESIGN LABOR
	CAD LAB	CAD LABOR
	PM LAB	PROJECT/CONSTRUCTION MGMT
	Technical Services - Fire Alarm	
	TECH LAB	TECHNICAL SERVICE

**Net selling price for Fire Alarm, \$240,490.00**

Fire Alarm Install		
Install		
DPSUB		SUBCONTRACTING LABOR

**Net selling price for Fire Alarm Install, \$681,122.00**

Smoke Control Panel		
Smoke Control Panel		
1	DPGASS	OP GRAPHIC SMOKE CONTROL PANEL
30	4098-9714	PHOTO SENSOR
30	4098-9792	SENSOR BASE
6	4090-9001	SUPERVISED IAM
4	4090-9002	RELAY IAM
4	4098-9755	DUCT SENSOR HOUSING
4	4098-9857	"SAMPLING TUBE 73"', PLASTIC"
6	2098-9806	REMOTE TEST STATION
	Smoke Control Install	
	DPSUB	SUBCONTRACTING LABOR
	Professional Services - Smoke Control Panel	
	DSGN LAB	DESIGN LABOR
	CAD LAB	CAD LABOR
	PM LAB	PROJECT/CONSTRUCTION MGMT
	Technical Services - Smoke Control Panel	
	TECH LAB	TECHNICAL SERVICE

**Net selling price for Smoke Control Panel, \$72,479.00**



### Johnson Controls Quotation

QUANTITY	MODEL NUMBER	DESCRIPTION
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**Net selling price for Fire Alarm, \$994,091.00**  
**Sourcewell Contract 031517 SGL**

**Total net selling price, \$994,091.00**

#### Pricing Schedule: Sourcewell

##### Comments

**This proposal is in accordance with the Johnson Controls Sourcewell Contract #031517-SGL.**

JCI is pleased to provide a quotation for the **fire alarm and smoke control upgrade** in the Jackson County Courthouse located at 415 E. 12th Street Kansas City MO. The following is included in the above quote.

Equipment as listed above, shop drawings, installation, programming, testing, customer training as discussed and per the Scope of Work.

##### Scope of Work -

**Fire Alarm W/Audio** - Provide a Simplex 4100ES panel with voice evacuation to replace the existing system with two remote transponder panels allowing for distribution of amplifiers and power supplies. Provide an LCD annunciator to provide system status at location designated by the owner. System devices include pull stations at designated exits, smoke detection above panels and in electrical/mechanical rooms including elevator lobbies and elevator control room that also includes heat detectors next to sprinkler heads. Duct detectors with remote test switches and indicators provided for AHU's and shutdown of AHU's. Sprinkler system flow and tamper switches will be monitored with addressable modules along with the fire pump and associated valves. Notification devices include speakers, speaker/strobes and strobes located throughout to satisfy ADA visual requirements and NFPA audible and visual requirements. System allows for selective signaling by floor minimizing disruption to floors not affected and meets code. Fire Fighter phone jacks provided for stairwells, elevator lobbies, elevator cabs, elevator control room and fire pump room.

**Smoke Control** - Provide a graphic smoke control panel for control of two stair pressurization fans. Includes additional detection for stairwell doors, monitoring and control of fans, and interface with the fire alarm system. Mechanical modifications and testing are not included and provided under a separate proposal.

Installation of the system includes conduit, wire-mold, and cable for a complete installation. Some existing conduit will be utilized when available with all new cable. Once complete demo of the existing system and cable is included. Installation to be performed by a qualified local union contractor.

**Exclusions** - Permit, prevailing wage (union rates), repair or replacement of equipment not mentioned above, patching, painting and applicable tax.



Project: Jackson Co Court Fire Alarm  
Customer Reference:  
Johnson Controls Reference: 332427559  
Date: 06/14/2021  
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## Johnson Controls Quotation

Comments (continued)

Kaibni Peyton  
Johnson Controls Fire Protection LP  
PH# 913-894-0010  
CELL 816-200-6043  
kaibni.peyton@jci.com

**TERMS AND CONDITIONS (Rev. 4/20)**

**1. Payment.** Amounts are due upon receipt of the invoice and shall be paid by Customer within 30 days. Invoicing disputes must be identified in writing within 21 days of the invoice date. Payments of any disputed amounts are due and payable upon resolution. All other amounts remain due within 30 days. Work performed on a time and material basis shall be at Company's then-prevailing rate for material, labor, and related items, in effect at the time supplied under this Agreement. Company shall invoice Customer for progress payments to 100% percent based upon equipment delivered or stored, and services performed. In the event project duration exceeds one month, Company reserves the right to submit partial invoices for progress payments for work completed at the project site. Customer agrees to pay any progress invoices in accordance with the payment terms set forth herein. In exchange for close-out documents to be provided by Company, Customer agrees to pay Company the remaining project balance when on-site labor is completed and prior to any final inspections. Customers without established satisfactory credit and Customers who fail to pay amounts when due may be required to make payments of cash in advance, upon delivery or as otherwise specified by Company. Company reserves the right to revoke or modify Customer's credit in its sole discretion. Customer's failure to make payment when due is a material breach of this Agreement and will give Company, without prejudice to any other right or remedy, the right to (a) stop performing any Services and/or withhold further deliveries of Equipment and other materials; terminate or suspend any unpaid software licenses; and/or terminate this Agreement; and (b) charge Customer interest on the amounts unpaid at a rate equal to the lesser of 1.5% per month or the maximum rate permitted under applicable law, until payment is made in full. Customer agrees to pay all of Company's reasonable collection costs, including legal fees and expenses.

**2. Deposit.** Customer agrees to pay a deposit equal to 30% of the project sell price (pre-tax) prior to Company providing any labor or materials on the project. Company will generate an invoice for the 30% deposit within three business days after Company's receipt of a written agreement or order from Customer. Company will not commence work until receipt of the deposit

**3. Pricing.** The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work ("Equipment" and "Services"). If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. If this Agreement extends beyond one year, Company may increase prices upon notice to the Customer. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, however designated, levied or based on the service charges pursuant to this Agreement. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Prices for products covered may be adjusted by Company, upon notice to Customer at any time prior to shipment, to reflect any increase in Company's cost of raw materials (e.g., steel, aluminum) incurred by Company after issuance of Company's applicable proposal or quotation. Pricing for Equipment and material covered by this Agreement does not include any amounts for changes in taxes, tariffs, duties or other similar charges imposed and/or enacted by a government. At any time prior to shipment, Company shall be entitled to an increase in time and money for any costs that it incurs directly or indirectly that arise out of or relate to changes in taxes, tariffs, duties or similar charges due to such changes.

**4. Alarm Monitoring Services.** Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Company's standard alarm monitoring services agreement.

**5. Code Compliance.** Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer

acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

**6. Limitation of Liability; Limitations of Remedy. It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage shall be obtained by the Customer and that amounts payable to company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. In no event shall Company be liable for any damage, loss, injury, or any other claim arising from any servicing, alterations, modifications, changes, or movements of the Covered System(s) or any of its component parts by Customer or any third party. To the maximum extent permitted by law, in no event shall Company and its affiliates and their respective personnel, suppliers and vendors be liable to Customer 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 of any kind; (b) loss of 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. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.**

**7. Reciprocal Waiver of Claims (SAFETY Act).** Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

**8. General Provisions.** Customer has selected the service

level desired after considering and balancing various levels of protection afforded, and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. – 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)"). The Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

**9. Customer Responsibilities.** Customer shall furnish all necessary facilities for performance of its work by Company, adequate space for storage and handling of materials, light, water, heat, heat tracing, electrical service, local telephone, watchman, and crane and elevator service and necessary permits. Where wet pipe system is installed, Customer shall supply and maintain sufficient heat to prevent freezing of the system. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. Customer shall further:

- supply required schematics and drawings unless they are to be supplied by Company in accordance with this Agreement;
- Provide a safe work environment, in the event of an emergency or Covered System(s) failure, take reasonable safety precautions to protect against personal injury, death, and property damage, continue such measures until the Covered System(s) are operational, and notify Company as soon as possible under the circumstances.
- Provide Company access to any system(s) to be serviced,
- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this Agreement.

Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Company 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.

**10. Excavation.** In the event the Work includes excavation, Customer shall pay, as an extra to the contract price, the cost of any additional work performed by Company due to water, quicksand, rock or other unforeseen condition or obstruction encountered or shoring required.

**11. Structure and Site Conditions.** While employees of Company will exercise reasonable care in this respect, Company shall be under no responsibility for loss or damage due to the character, condition or use of foundations, walls, or other structures not erected by Company or resulting from the excavation in proximity thereto, or for damage resulting from concealed piping, wiring, fixtures, or other equipment or condition of water pressure. All shoring or protection of foundation, walls or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of Customer. Customer shall have all things in readiness for installation including, without limitation, structure to support the sprinkler system and related equipment (including tanks), other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event Customer fails to have all things in readiness at the time scheduled for receipt of materials, Customer shall reimburse Company for all expenses caused by such failure. Failure to make areas available to Company during performance in accordance with schedules that are the basis for Company's proposal shall be considered a failure to have things in readiness in accordance with the terms of this Agreement.

**12. Confined Space.** If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

**13. Hazardous Materials.** Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- "permit confined space," as defined by OSHA,
- risk of infectious disease,
- need for air monitoring, respiratory protection, or other medical risk,
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions". Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

**14. OSHA Compliance.** Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the enforcement of the Occupational Safety Health Act (and any amendments or changes thereto) unless said claims, demands or damages are a direct result of causes within the exclusive control of Company.

**15. Interferences.** Customer shall be responsible to coordinate the work of other trades (including but not limited to ducting, piping, and electrical) and for and additional costs incurred by

Company arising out of interferences to Company's work caused by other trades.

**16. Modifications and Substitutions.** Company reserves the right to modify materials, including substituting materials of later design, providing that such modifications or substitutions will not materially affect the performance of the Covered System(s).

**17. Changes, Alterations, Additions.** Changes, alterations and additions to the Scope of Work, plans, specifications or construction schedule shall be invalid unless approved in writing by Company. Should changes be approved by Company, that increase or decrease the cost of the work to Company, the parties shall agree, in writing, to the change in price prior to performance of any work. However, if no agreement is reached prior to the time for performance of said work, and Company elects to perform said work so as to avoid delays, then Company's estimate as to the value of said work shall be deemed accepted by Customer. In addition, Customer shall pay for all extra work requested by Customer or made necessary because of incompleteness or inaccuracy of plans or other information submitted by Customer with respect to the location, type of occupancy, or other details of the work to be performed. In the event the layout of Customer's facilities has been altered, or is altered by Customer prior to the completion of the Work, Customer shall advise Company, and prices, delivery and completion dates shall be changed by Company as may be required.

**18. Commodities Availability.** Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

**19. Project Claims.** Any claim of failure to perform against Company arising hereunder shall be deemed waived unless received by Company, in writing specifically setting forth the basis for such claim, within ten (10) days after such claims arises.

**20. Backcharges.** No charges shall be levied against Company unless seventy-two (72) hours prior written notice is given to Company to correct any alleged deficiencies which are alleged to necessitate such charges and unless such alleged deficiencies are solely and directly caused by Company.

**21. System Equipment.** The purchase of equipment or peripheral devices (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

**22. Reports.** Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are

not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

**23. Limited Warranty.** Subject to the limitations below, Company warrants any equipment (as distinguished from the Software) installed pursuant to this Agreement to be free from defects in material and workmanship under normal use for a period of one (1) year from the date of first beneficial use or all or any part of the Covered System(s) or 18 months after Equipment shipments, whichever is earlier, provided however, that Company's sole liability, and Customer's sole remedy, under this limited warranty shall be limited to the repair or replacement of the Equipment or any part thereof, which Company determines is defective, at Company's sole option and subject to the availability of service personnel and parts, as determined by Company. Company warrants expendable items, including, but not limited to, video and print heads, television camera tubes, video monitor displays tubes, batteries and certain other products in accordance with the applicable manufacturer's warranty. Company does not warrant devices designed to fail in protecting the System, such as, but not limited to, fuses and circuit breakers. Company warrants that any Company software described in this Agreement, as well as software contained in or sold as part of any Equipment described in this Agreement, will reasonably conform to its published specifications in effect at the time of delivery and for ninety (90) days after delivery. However, Customer agrees and acknowledges that the software may have inherent defects because of its complexity. Company's sole obligation with respect to software, and Customer's sole remedy, shall be to make available published modifications, designed to correct inherent defects, which become available during the warranty period. If Repair Services are included in this Agreement, Company warrants that its workmanship and material for repairs made pursuant to this Agreement will be free from defects for a period of ninety (90) days from the date of furnishing.

**EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.**

Warranty service will be performed during Company's normal working hours. If Customer requests warranty service at other than normal working hours, service will be performed at Company's then current rates for after hours services. All repairs or adjustments that are or may become necessary shall be performed by and authorized representative of Company. Any repairs, adjustments or interconnections performed by Customer or any third party shall void all warranties. Company 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.

**24. Indemnity.** Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Company of the existence of said hazardous conditions, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action.

**25. Insurance.** Customer shall name Company, its officers,



employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

**26. Termination.** Any termination under the terms of this Agreement shall be made in writing. In the event Customer terminates this Agreement prior to completion for any reason not arising solely from Company's performance or failure to perform, Customer understands and agrees that Company will incur costs of administration and preparation that are difficult to estimate or determine. Accordingly, should Customer terminate this Agreement as described above, Customer agrees to pay all charges incurred for products and equipment installed and services performed, and in addition pay an amount equal to twenty (20%) percent of the price of products and equipment not yet delivered and Services not yet performed, return all products and equipment delivered and pay a restocking fee of twenty (20%) percent the price of products or equipment returned. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

**27. Default.** An Event of Default shall be (a) failure of Customer to pay any amount when due and payable, (b) abuse of the System or the Equipment, (c) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies: (i) discontinue furnishing Services and delivering Equipment, (ii) by written notice to Customer declare the balance of unpaid amounts due and to become due under this Agreement to be immediately due and payable; (iii) receive immediate possession of any Equipment for which Customer has not paid; (iv) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and (v) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

**28. Exclusions.** Unless expressly included in the Scope of Work, this Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; replacement of batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; system upgrades and the replacement of obsolete systems, equipment, components or parts; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). Repair Services provided pursuant to this Agreement do not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the scope of

work section, the Agreement price does not include travel expenses.

**29. No Option to Solicit.** Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment, for a period of two years after termination of this Agreement.

**30. Force Majeure; Delays.** Company shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Company to perform an obligation under this Agreement, 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 Company, 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 Company. If Company's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Company shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Company is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Company will be entitled to extend the relevant completion date by the amount of time that Company 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 Company's cost to perform the services, Customer is obligated to reimburse Company for such increased costs, including, without limitation, costs incurred by Company for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Company in connection with the Force Majeure Event.

**31. One-Year Claims Limitation; Choice of Law.** No claim or cause of action, whether known or unknown, shall be brought against Company more than one year after the claim first arose. Except as provided for herein, Company's claims must also be brought within one year. Claims not subject to the one-year limitation include claims for unpaid: (a) contract amounts, (b) change order amounts (approved or requested) and (c) delays and/or work inefficiencies. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this

Agreement.

**32. Assignment.** Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement to an affiliate without obtaining Customer's consent.

**33. Entire Agreement.** The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

**34. Severability.** If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

**35. Legal Fees.** Company shall be entitled to recover from the customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

**36. Software and Digital Services.** Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Company'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, Company 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.

**37. License Information (Security System Customers):** AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, Pmb 392, Montgomery, Alabama 36116 (334) 264-9388; AR Regulated by: Arkansas Board of Private Investigators And Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600; CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by N.Y.S. Department of the State; TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, 78752-4422, 512-424-7710. License numbers available at [www.johnsoncontrols.com](http://www.johnsoncontrols.com) or contact your local Johnson Controls office.

**IMPORTANT NOTICE TO CUSTOMER**

In accepting this Proposal, Customer agrees to the terms and conditions contained herein and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS ON THE PRECEDING PAGES. This proposal shall be void if not accepted in writing within 30 days from the date of the Proposal.**

Fire Alarm Sale and Installation Agreement Job Design April 10, 2020 Offered By: Johnson Controls Fire Protection LP License#: 11019 Strang Line Rd LENEXA, KS 66215-2181  Telephone: (913) 894 0010  Representative: _____ _____	Accepted By: (Customer)  Company: _____  Address: _____  Signature: _____  Title: _____  P.O.#: _____ Date: _____
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11019 Strang Line Rd  
LENEXA, KS 66215-2181  
(913) 894 0010  
FAX: (913) 894 0020

### Johnson Controls Quotation

TO:  
Jackson County Facilities  
303 W WALNUT ST  
INDEPENDENCE, MO 64050-3849  
Attn: Rick Gerla

Project: Jackso Co Smoke Control Test  
Customer Reference:  
Johnson Controls Reference: 332431421  
Date: 05/26/2021  
Page 1 of 5

Items cited on this quote are products and services on the Johnson Controls Fire Protection LP Sourcewell Contract **031517 SGL**

Johnson Controls is pleased to offer for your consideration this quotation for the above project.

#### Fire Alarm

QUANTITY	MODEL NUMBER	DESCRIPTION
	<b>Pressurization Testing</b>	
	Pressurization Testing	
1	DPMSUB	CODE CONSULTANT FSC
	DPSVC	FIRE CODE ASSIST HOSS & BROWN
	DPFA	MISC CHARGES
	TECH LAB	TECHNICAL LABOR

**Net selling price for Fire Alarm, \$19,466.65**  
**Sourcewell Contract 031517 SGL**

**Total net selling price, \$19,466.65**

#### Pricing Schedule: Sourcewell

##### Comments

This proposal is in accordance with the Johnson Controls Sourcewell contract #031517-SGL

##### SCOPE OF WORK

Provide testing of existing stairwell pressurization systems and recommend design changes to meet current code requirements:

**THIS QUOTATION AND ANY RESULTING CONTRACT SHALL BE SUBJECT TO THE GENERAL TERMS AND CONDITIONS ATTACHED HERETO.**  
Fire, Security, Communications, Sales & Service  
Offices & Representatives in Principal Cities throughout North America



## Johnson Controls Quotation

### Comments (continued)

1. Meet with building personnel to test existing smoke control system.
2. Provide report with results of testing as compared to current standards.
3. Walk the building to determine dimensions of existing stairwells, associated corridors and adjacent spaces.
4. Build a model using CONTAM modeling software and calculate required stairway pressurization fan sizing based upon the results of this model as informed by the testing.
5. Provide a report with calculations and a narrative that includes design criteria, required airflows, fan sizing, and information on any required relief.
6. Provide a system schematic section for use in the graphics of the fire fighter's control panel in AutoCAD .dwg format.
7. Develop a proposal with recommended changes as determined by the information gathered in the above steps

Note that existing fans must be started and run for the time it will take to measure the differential pressure across all stairwell doors. Pricing will change if testing must be performed outside of normal business hours.

- 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

Mark Hess  
Account Executive  
Johnson Controls Building Solutions  
[Mark.hess@jci.com](mailto:Mark.hess@jci.com) <<mailto:Mark.hess@jci.com>>  
816-783-3443



**TERMS AND CONDITIONS (Rev. 4/20)**

**1. Payment.** Amounts are due upon receipt of the invoice and shall be paid by Customer within 30 days. Invoicing disputes must be identified in writing within 21 days of the invoice date. Payments of any disputed amounts are due and payable upon resolution. All other amounts remain due within 30 days. Work performed on a time and material basis shall be at Company's then-prevailing rate for material, labor, and related items, in effect at the time supplied under this Agreement. Company shall invoice Customer for progress payments to 100% percent based upon equipment delivered or stored, and services performed. In the event project duration exceeds one month, Company reserves the right to submit partial invoices for progress payments for work completed at the project site. Customer agrees to pay any progress invoices in accordance with the payment terms set forth herein. In exchange for close-out documents to be provided by Company, Customer agrees to pay Company the remaining project balance when on-site labor is completed and prior to any final inspections. Customers without established satisfactory credit and Customers who fail to pay amounts when due may be required to make payments of cash in advance, upon delivery or as otherwise specified by Company. Company reserves the right to revoke or modify Customer's credit in its sole discretion. Customer's failure to make payment when due is a material breach of this Agreement and will give Company, without prejudice to any other rights or remedy, the right to (a), stop performing any Services and/or withhold further deliveries of Equipment and other materials, terminate or suspend any unpaid software licenses; and/or terminate this Agreement; and (b) charge Customer interest on the amounts unpaid at a rate equal to the lesser of 1.5% per month or the maximum rate permitted under applicable law, until payment is made in full. Customer agrees to pay all of Company's reasonable collection costs, including legal fees, and expenses.

**2. Deposit.** Customer agrees to pay a deposit equal to 30% of the project sell price (pre-tax) prior to Company providing any labor or materials on the project. Company will generate an invoice for the 30% deposit within three business days after Company's receipt of a written agreement or order from Customer. Company will not commence work until receipt of the deposit

**3. Pricing.** The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work ("Equipment" and "Services"). If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. If this Agreement extends beyond one year, Company may increase prices upon notice to the Customer. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, however designated, levied or based on the service charges pursuant to this Agreement. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Prices for products covered may be adjusted by Company, upon notice to Customer at any time prior to shipment, to reflect any increase in Company's cost of raw materials (e.g., steel, aluminum) incurred by Company after issuance of Company's applicable proposal or quotation. Pricing for Equipment and material covered by this Agreement does not include any amounts for changes in taxes, tariffs, duties or other similar charges imposed and/or enacted by a government. At any time prior to shipment, Company shall be entitled to an increase in time and money for any costs that it incurs directly or indirectly that arise out of or relate to changes in taxes, tariffs, duties or similar charges due to such changes.

**4. Alarm Monitoring Services.** Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Company's standard alarm monitoring services agreement.

**5. Code Compliance.** Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire

Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

**6. Limitation of Liability; Limitations of Remedy.** It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage shall be obtained by the Customer and that amounts payable to Company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. **IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL COMPANY AND ITS AFFILIATES AND THEIR RESPECTIVE PERSONNEL, SUPPLIERS AND VENDORS BE LIABLE TO CUSTOMER 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 DAMAGES OF ANY KIND; (B) LOSS OF 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.** The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of company, whether direct or indirect, company's employees, agents, officers and directors.

**7. Reciprocal Waiver of Claims (SAFETY Act).** Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

**8. General Provisions.** Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. – 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)"). The Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

**9. Customer Responsibilities.** Customer shall furnish all necessary facilities for performance of its work by Company, adequate space for storage and handling of materials, light, water, heat, heat tracing, electrical service, local telephone, watchman, and crane and elevator service and necessary permits. Where wet pipe system is installed, Customer shall supply and maintain sufficient heat to prevent freezing of the system. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. Customer shall further:

- supply required schematics and drawings unless they are to be supplied by Company in accordance with this Agreement;
- Provide a safe work environment, in the event of an emergency or Covered System(s) failure, take reasonable safety precautions to protect against personal injury, death, and property damage, continue such measures until the Covered System(s) are operational, and notify Company as soon as possible under the circumstances.
- Provide Company access to any system(s) to be serviced,
- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this Agreement.

Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Company 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.

**10. Excavation.** In the event the Work includes excavation,

Customer shall pay, as an extra to the contract price, the cost of any additional work performed by Company dues to water, quicksand, rock or other unforeseen condition or obstruction encountered or shoring required.

**11. Structure and Site Conditions.** While employees of Company will exercise reasonable care in this respect, Company shall be under not responsibility for loss or damage due to the character, condition or use of foundations, walls, or other structures not erected by Company or resulting from the excavation in proximity thereto, or for damage resulting from concealed piping, wiring, fixtures, or other equipment or condition of water pressure. All shoring or protection of foundation, walls or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of Customer. Customer shall have all things in readiness for installation including, without limitation, structure to support the sprinkler system and related equipment (including tanks), other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event Customer fails to have all things in readiness at the time scheduled for receipt of materials, Customer shall reimburse Company for all expenses caused by such failure. Failure to make areas available to Company during performance in accordance with schedules that are the basis for Company's proposal shall be considered a failure to have things in readiness in accordance with the terms of this Agreement.

**12. Confined Space.** If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

**13. Hazardous Materials.** Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- "permit confined space," as defined by OSHA,
- risk of infectious disease,
- need for air monitoring, respiratory protection, or other medical risk,
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions". Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

**14. OSHA Compliance.** Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the enforcement of the Occupational Safety Health Act (and any amendments or changes thereto) unless said claims, demands or damages are a direct result of causes within the exclusive control of Company.

**15. Interferences.** Customer shall be responsible to coordinate the work of other trades (including but not limited to ducting, piping, and electrical) and for and additional costs incurred by Company arising out of interferences to Company's work caused

by other trades.

**16. Modifications and Substitutions.** Company reserves the right to modify materials, including substituting materials of later design, providing that such modifications or substitutions will not materially affect the performance of the Covered System(s).

**17. Changes, Alterations, Additions.** Changes, alterations and additions to the Scope of Work, plans, specifications or construction schedule shall be invalid unless approved in writing by Company. Should changes be approved by Company, that increase or decrease the cost of the work to Company, the parties shall agree, in writing, to the change in price prior to performance of any work. However, if no agreement is reached prior to the time for performance of said work, and Company elects to perform said work so as to avoid delays, then Company's estimate as to the value of said work shall be deemed accepted by Customer. In addition, Customer shall pay for all extra work requested by Customer or made necessary because of incompleteness or inaccuracy of plans or other information submitted by Customer with respect to the location, type of occupancy, or other details of the work to be performed. In the event the layout of Customer's facilities has been altered, or is altered by Customer prior to the completion of the Work, Customer shall advise Company, and prices, delivery and completion dates shall be changed by Company as may be required.

**18. Commodities Availability.** Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

**19. Project Claims.** Any claim of failure to perform against Company arising hereunder shall be deemed waived unless received by Company, in writing specifically setting forth the basis for such claim, within ten (10) days after such claims arises.

**20. Backcharges.** No charges shall be levied against Company unless seventy-two (72) hours prior written notice is given to Company to correct any alleged deficiencies which are alleged to necessitate such charges and unless such alleged deficiencies are solely and directly caused by Company.

**21. System Equipment.** The purchase of equipment or peripheral devices (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

**22. Reports.** Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not

intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

**23. Limited Warranty.** Subject to the limitations below, Company warrants any equipment (as distinguished from the Software) installed pursuant to this Agreement to be free from defects in material and workmanship under normal use for a period of one (1) year from the date of first beneficial use or all or any part of the Covered System(s) or 18 months after Equipment shipments, whichever is earlier, provided however, that Company's sole liability, and Customer's sole remedy, under this limited warranty shall be limited to the repair or replacement of the Equipment or any part thereof, which Company determines is defective, at Company's sole option and subject to the availability of service personnel and parts, as determined by Company. Company warrants expendable items, including, but not limited to, video and print heads, television camera tubes, video monitor displays tubes, batteries and certain other products in accordance with the applicable manufacturer's warranty. Company does not warrant devices designed to fail in protecting the System, such as, but not limited to, fuses and circuit breakers. Company warrants that any Company software described in this Agreement, as well as software contained in or sold as part of any Equipment described in this Agreement, will reasonably conform to its published specifications in effect at the time of delivery and for ninety (90) days after delivery. However, Customer agrees and acknowledges that the software may have inherent defects because of its complexity. Company's sole obligation with respect to software, and Customer's sole remedy, shall be to make available published modifications, designed to correct inherent defects, which become available during the warranty period. If Repair Services are included in this Agreement, Company warrants that its workmanship and material for repairs made pursuant to this Agreement will be free from defects for a period of ninety (90) days from the date of furnishing.

**EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.**

Warranty service will be performed during Company's normal working hours. If Customer requests warranty service at other than normal working hours, service will be performed at Company's then current rates for after ours services. All repairs or adjustments that are or may become necessary shall be performed by and authorized representative of Company. Any repairs, adjustments or interconnections performed by Customer or any third party shall void all warranties. Company 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.

**24. Indemnity.** Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Company of the existence of said hazardous conditions, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action.

**25. Insurance.** Customer shall name Company, its officers,



employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

**26. Termination.** Any termination under the terms of this Agreement shall be made in writing. In the event Customer terminates this Agreement prior to completion for any reason not arising solely from Company's performance or failure to perform, Customer understands and agrees that Company will incur costs of administration and preparation that are difficult to estimate or determine. Accordingly, should Customer terminate this Agreement as described above, Customer agrees to pay all charges incurred for products and equipment installed and services performed, and in addition pay an amount equal to twenty (20%) percent of the price of products and equipment not yet delivered and Services not yet performed, return all products and equipment delivered and pay a restocking fee of twenty (20%) percent the price of products or equipment returned. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

**27. Default.** An Event of Default shall be (a) failure of Customer to pay any amount when due and payable, (b) abuse of the System or the Equipment, (c) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, (i) discontinue furnishing Services and delivering Equipment, (ii) by written notice to Customer declare the balance of unpaid amounts due and to become due under this Agreement to be immediately due and payable (iii) receive immediate possession of any Equipment for which Customer has not paid, (iv) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and (v) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

**28. Exclusions.** Unless expressly included in the Scope of Work, this Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; replacement of batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; system upgrades and the replacement of obsolete systems, equipment, components or parts; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). Repair Services provided pursuant to this Agreement do not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the scope of work section, the

Agreement price does not include travel expenses.

**29. No Option to Solicit.** Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment, for a period of two years after termination of this Agreement.

**30. Force Majeure; Delays.** Company shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Company to perform an obligation under this Agreement, 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 Company, 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 Company. If Company's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Company shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Company is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Company will be entitled to extend the relevant completion date by the amount of time that Company 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 Company's cost to perform the services, Customer is obligated to reimburse Company for such increased costs, including, without limitation, costs incurred by Company for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Company in connection with the Force Majeure Event.

**31. One-Year Claims Limitation; Choice of Law.** No claim or cause of action, whether known or unknown, shall be brought against Company more than one year after the claim first arose. Except as provided for herein, Company's claims must also be brought within one year. Claims not subject to the one-year limitation include claims for unpaid: (a) contract amounts, (b) change order amounts (approved or requested) and (c) delays and/or work inefficiencies. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this Agreement.

**32. Software and Digital Services.** Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Company'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, Company 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.

**33. Assignment.** Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement to an affiliate without obtaining Customer's consent.

**34. Entire Agreement.** The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

**35. Severability.** If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

**36. Legal Fees.** Company shall be entitled to recover from the customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

**37. License Information** (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, Pmb 392, Montgomery, Alabama 36116 (334) 264-9388; AR Regulated by: Arkansas Board of Private Investigators And Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600; CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, 78752-4422, 512-424-7710. License numbers available at [www.johnsoncontrols.com](http://www.johnsoncontrols.com) or contact your local Johnson Controls office.

**IMPORTANT NOTICE TO CUSTOMER**

In accepting this Proposal, Customer agrees to the terms and conditions contained herein and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS ON THE PRECEDING PAGES. This proposal shall be void if not accepted in writing within 30 days from the date of the Proposal.**

<p>Offered By:          Johnson Controls Fire Protection LP          License#:          11019 Strang Line Rd          LENEXA, KS 66215-2181</p> <p>Telephone: (913) 894 0010</p> <p>Representative: _____</p>	<p>Accepted By: (Customer)</p> <p>Company: _____</p> <p>Address: _____</p> <p>Signature: _____</p> <p>Title: _____</p> <p>P.O.#: _____ Date: _____</p>
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**Form C**


**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,  
AND SOLUTIONS REQUEST**



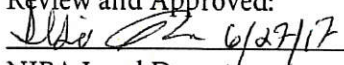
Company Name: SimplexGrinnell, LP

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
	Our team does not have any exceptions to the terms, conditions, or specification detailed in the RFP.		

Proposer's Signature:  Mr. James W. Madson, Vice President of Strategic Sales Date: March 15, 2017

**NJPA's clarification on exceptions listed above:**

Review and Approved:  
 6/27/17  
NJPA Legal Department

Contract Award  
RFP #031517



**FORM D**

**Formal Offering of Proposal**  
(To be completed only by the Proposer)

**FACILITY SECURITY EQUIPMENT, SYSTEMS, AND SERVICES WITH RELATED EQUIPMENT AND SUPPLIES**

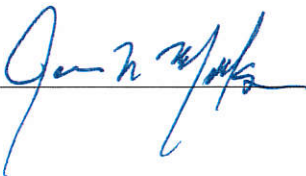
In compliance with the Request for Proposal (RFP) for FACILITY SECURITY EQUIPMENT, SYSTEMS, AND SERVICES WITH RELATED EQUIPMENT AND SUPPLIES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: SimplexGrinnell, LP \_\_\_\_\_ Date: March 15, 2017

Company Address: 50 Technology Drive

City: Westminster State: MA Zip: 01441

Contact Person: Mr. Thomas Staves Title: National Account Sales Manager and NJPA National Account Program Manager

Authorized Signature:  \_\_\_\_\_  
Mr. James W. Madson, Vice President of Strategic Sales  
(Name printed or typed)

**FORM E**  
**CONTRACT ACCEPTANCE AND AWARD**



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

NJPA Contract #: 031517-SGL

Proposer's full legal name: SimplexGrinnell, LP

**Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.**

The effective date of the Contract will be June 30, 2017 and will expire on June 30, 2021 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

**NJPA Authorized Signatures:**

  
\_\_\_\_\_  
NJPA DIRECTOR OF COOPERATIVE CONTRACTS  
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz  
(NAME PRINTED OR TYPED)

  
\_\_\_\_\_  
NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette  
(NAME PRINTED OR TYPED)

Awarded on June 29, 2017

NJPA Contract # 031517-SGL

**Vendor Authorized Signatures:**

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

**Vendor Name** SimplexGrinnell

**Authorized Signatory's Title** Vice President Sales

  
\_\_\_\_\_  
VENDOR AUTHORIZED SIGNATURE

James W. Madson  
\_\_\_\_\_  
(NAME PRINTED OR TYPED)

Executed on June 30, 2017

NJPA Contract # 031517-SGL



**PROPOSER ASSURANCE OF COMPLIANCE**



**Proposal Affidavit Signature Page**

**PROPOSER'S AFFIDAVIT**

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

**[The rest of this page has been left intentionally blank. Signature page below]**

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.


Company Name: SimplexGrinnell, LP

Address: 50 Technology Drive

City/State/Zip: Westminster, MA 01441

Telephone Number: 978-731-2500

E-mail Address: jmadson@simplexgrinnell.com

Authorized Signature: 

Authorized Name (printed): Mr. James W. Madson

Title: Vice President of Strategic Sales

Date: March 10, 2017

**Notarized**

Subscribed and sworn to before me this 10<sup>th</sup> day of March, 20 2017

Notary Public in and for the County of Newport State of RI

My commission expires: 8/30/17

Signature: 

**Kathleen M. Sanderson-Upham**  
Notary Public ID: 755715  
My Commission Expires 08/30/2017





**Form P**

**PROPOSER QUESTIONNAIRE**

**Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions**

Proposer Name: SimplexGrinnell, LP

Questionnaire completed by: Mr. Thomas Staves National Account Sales Manager and NJPA National Account Program Manager

**Payment Terms and Financing Options**

1) What are your payment terms (e.g., net 10, net 30)?

Payment terms are Net 30 for all invoices. For contracting sales, a schedule of values will be outlined and agreed to regarding payment intervals throughout the installation process.

2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?.

Our organization offers various financial solutions in an effort to remain focused on the financing needs of its customers. Program offerings include:

**Direct Purchase**

Direct Purchase offers clients a choice of tailored lease plans, including:

- Capital & Operating Lease Structures
- Fair Market Value (FMV) Purchase Option
- 10% Purchase Option
- \$1 Out Purchase Option
- Municipal Lease, \$1 Purchase Option
- 1 to 5 Year Financing Terms
- Easy to Upgrade - "Refresh Programs"
- No Penalties for Early "Buy-Outs"

**Fair Market Value (FMV) Purchase Option**

This program offers the lowest monthly payment, and when the lease term ends, you can choose among several end-of-lease options:

- Purchase the equipment at a fair market value
- Upgrade your equipment with our "Technology Refresh" program
- Re-lease the equipment
- Return the equipment to us

**10% Purchase Option**

This plan guarantees the end-of-lease purchase price. Clients are not obligated to exercise this purchase option. The 10% purchase option provides end-of-lease flexibility which pre-determines the residual value of the equipment. End-of-lease options include:

- Purchase the equipment at 10% of its original cost
- Upgrade the equipment

- Re-lease the equipment
- Return the equipment

Please see Section 15 of our proposal for additional information regarding leasing.

- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.

Our team's sales representatives will meet with end user customers and will develop a quotation. Throughout the process there will be hooks in place to monitor the entire sales cycle, from initial contact to the closing the individual sales. A lead program will be instituted that will track all NJPA opportunities. Our in place "Salesforce.com" system will be used to track the sales process and will also be able to provide status updates in real-time. Also from an IT perspective, hooks will be in place to monitor overall program compliance and ensure that proper pricing and prevailing wages are being utilized.

In order to process a completed sale, a Purchase Order or customer signature is required. Contract Sales will be entered by our local office sales personnel and the orders will be tracked within our in place "Job Design" system utilizing an NJPA Customer Account Classification Code. All service contracts will be handled by our national accounts centralization team.

- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

Yes. Customers can pay invoices through our online payment system. There is no additional cost to NJPA members for using this system. For security purposes, our organization does not accept credit card numbers over the phone. We request customers pay through the online payment portal. <https://www.simplexgrinnellpayonline.com/>. Payment can also be made online via the Customer Portal.

### **Warranty**

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

- Do your warranties cover all products, parts, and labor?
- Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
- Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?
- Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?
- Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?
- What are your proposed exchange and return programs and policies?

We offer several types of warranties depending on whether we are providing a product installation or service. These warranties are provided at the end of Section 21 of our proposal response.

#### **Conditions and Requirements to Qualify**

Our policy states we will warranty a system installed by our technicians for a period of 1 year from date of the customer beneficial use. Service parts carry a 90 day warranty from the date of installation upon installations by a qualified technician. Any issues caused on the panel by a non-SimplexGrinnell/TycoIFS technician will not be covered. Any issues related to wiring from a third party contractor may not be covered. Additionally, any problems caused by third parties would not be covered. We also would not cover acts of nature such as lightning strikes, flooding, and other events such as that.

#### **Claims Procedure**

All warranty claims are handled through the local company office. To place a warranty claim, simply contact the local district office assigned to your facility, or place a service request through the Customer Portal. A technician will be assigned to diagnose and investigate the equipment under warranty demonstrating a malfunction. If it is a warranty claim, the local office will make repairs under the conditions of the warranty. If it is not, the technician will provide an estimate of the cost to repair. All repairs under or outside of warranty require customer sign off prior to completion.

#### **Overall Structure**

Our warranty structure is set forth to protect our clients against faulty products installed by or workmanship completed by our personnel.

#### **What is Covered**

Our warranties cover all products, parts, and labor associated with the SimplexGrinnell/TycoIFS-installed or serviced system.

#### **Usage Restrictions or Other Limitations**

There are no usage limitations in our warranty system for SimplexGrinnell/TycoIFS-installed or serviced systems.

#### **Technician Travel Time and Mileage**

Technician travel time and mileage to perform warranty repairs is covered under our warranty program.

#### **Geographic Limitations**

Due to the presence of our company-owned district offices throughout North America, we are not aware of any geographic region of the United States or Canada where we cannot provide warranty repair services.

#### **Service on OEM Equipment**

As indicated above, our policy states we will warranty a system installed by our technicians for a period of 1 year from date of the customer beneficial use. Service parts carry a 90 day warranty from the date of installation upon installations by a qualified technician. Different manufacturers may offer their own equipment warranties that cover the replacement cost of specific system components.



### **Exchange and Return Programs**

According to the specific terms of each client's agreement, we can exchange a faulty piece of equipment or system component under warranty for its current equivalent. Equipment that cannot be repaired, or that is part of a legacy system no longer supported, will be replaced at the client's request.

- 6) Describe any service contract options for the items included in your proposal.

### **Pricing, Delivery, Audits, and Administrative Fee**

- 7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

Our NJPA offering includes total support for all fire alarm, fire detection, fire protection, integrated security, healthcare communications, and sound/communications needs. Our capabilities include design, engineering development, integration, installation, project management, programming, testing, commissioning, training, warranty support, and post-warranty service. Our Technicians are highly trained and use state-of-the-art test equipment to ensure high quality results and are trained to perform related repairs, in addition to inspections and responding to emergency maintenance requirements. Our life safety services are "Best-Value" for the following reasons:

- Specialized inspection teams trained to identify and correct problems before they occur, thus preventing costly nuisance alarms and unnecessary downtime.
- Experienced technicians ensure that repairs are done right, and in a timely manner.
- Standardized reporting and documentation.
- Customized service plans to meet any customer's needs.

- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

SimplexGrinnell proposes to utilize line item pricing based upon a Project Level Gross Margin (PLGM) of the previous years top 50 Commercial Customers sales per product family. Pricing for these line items is based upon the selling price. This analysis is performed annually, of the Top 50 Customers, the top and bottom 12.5% are dropped leaving 75% for computing the PLGM average for all contracting related quotes. National Accounts IPP Rev 6D for line item services is based on an average of 10% reduction from that of local district pricing.

Please see the following pricing documents included in Section 11 of this proposal:

#### Service

- National Accounts Rev 6 Line Item Service Pricing
- National Account Rev 6 Labor Pricing (embedded in Service Price file)
- US Domestic Labor Rates (embedded in Service Price file)
- National Account Recommendation quotes form
- National Account Service Quote
- National Account Deficiency Quote
- Hot List Sample (embedded in Service Price file)

Contracting

- NJPA Products and Labor Price File

- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

We will provide NJPA clients with our standard national account labor rates that are on average 10% discount from local district rates.

- 10) The pricing offered in this proposal is

- \_\_\_\_\_ a. the same as the Proposer typically offers to an individual municipality, university, or school district.
- \_\_\_\_\_ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- \_\_\_X\_\_\_ c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- \_\_\_\_\_ d. other than what the Proposer typically offers (please describe).

- 11) Describe any quantity or volume discounts or rebate programs that you offer.

We do not intend to offer a volume discount to NJPA clients.

- 12) Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.

Services

For any non-standard offering, our team will quote using negotiated NJPA approved hourly labor rates and will be offered on a fixed price basis. For all replacement parts, we will utilize standard district pricing for all internal sourced parts. For Outside Purchase products and labor we will utilize a 20% markup over our cost.

Contracting

For any non-standard offering that does not have an associated line item price, we will provide at the approved PLGM rates. (This includes orders with just product and orders with labor combined)

- All Products Except Sprinkler PLGM 30.6%
- Sprinkler PLGM 21.7%

- 13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.



Suppression products are the only line items where we may add additional freight fees. Shipping of large 300 lb cylinders and significant quantities of foam can be expensive. Our team works closely with our customers to develop cost effective delivery arrangements when practical.

- 14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.

We will only charge freight for the following new products:

- Fire Extinguishers/Suppression Products
- Retardant, Foams and Equipment (Sapphire, Pyro-Chem & Ansul Products)

We will ship bulk rate whenever possible and rates/methods are always discussed with customers ahead of time and freight is broken out as a separate line item.

- 15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

SimplexGrinnell owns and operates offices in both Hawaii and Alaska. TycoIFS employs technicians throughout Canada. There are not any different policies for these locations or other remote areas. Standard policy prevails. Related information is outlined in the Warranty Program information included with this proposal.

- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

Our organization provides local support from our North American network of over 150 local offices in the United States and Canada. Each office functions as a "one-stop shop" providing parts, supplies, and equipment specific to each of the clients it serves. Additionally, both SimplexGrinnell and TycoIFS have access to the Tyco Warehouse in Atlanta, Georgia. Staffed with approximately 250 full time personnel, our team ensures orders are filled promptly. This 240,000 square foot facility stocks extensive inventories of all of the products sold by legacy Tyco International companies, including Simplex fire alarm panels and peripherals, Grinnell and ANSUL fire suppression products, SoftwareHouse, Exacq, Kantech, DSC and American Dynamics security equipment, and all brands of Nurse Call solutions offered currently or in the past by Tyco. The warehouse ships an average of over 12,000 orders a month, some 6,000 plus items each month are shipped to SimplexGrinnell and TycoIFS offices.

TycoIFS also maintains a large warehouse and distribution center in Toronto. Key elements of this facility include:

- Faraday, Pyrotronics, Simplex, Notifier, Edwards, and Gamewell parts supply.
- The facility encompasses the following operations; Service Parts, Raw Materials, Finished Products, Receiving, Returns, Domestic, and International Shipping.
- The facility is a two-shift operation with approximately 100 employees.
- The facility has the ability to store over 4,400 pallets of materials.
- The overall size of the facility is 170,000 square feet including the mezzanine.
- The Finished Product Warehouse has over 2,400 part numbers.
- The Raw Materials Warehouse has over 10,000 part numbers.
- The Service Warehouse has over 10,000 part numbers.
- The Shipping Operation handles over 1,500 customer orders a day, and over 30,000 pieces each day with a staff of 41 employees.

- A new overall layout and automated conveyor/sortation system has recently been installed, including a new fully automated radio frequency based Warehouse Management System. This system employs a bar-code recognition system for improved pick and ship accuracy.

- 17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.

We employ an internal auditing group and government compliance/prevaling wage group that is proactive in regards to contract compliance. Sales and Compliance personnel are separate functions in our organization. Our corporate compliance personnel will audit key data. Individual contracting projects and service orders will be audited monthly to verify compliance. If any issues are found, a larger sample is examined.

- 18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

We propose a 1.5 percent annual administration fee with a reduction to 1% in any subsequent year that total contract volume exceeds \$60 million.

#### **Industry-Specific Questions**

**NOTE: You may have addressed some of the following questions elsewhere in your response. If so, please also answer these industry questions completely. Do not leave them blank.**

- 19) Describe any background checks that you require of employees and prospective employees.

How do you vet those personnel that might have access to sensitive NJPA member information?

SimplexGrinnell and TycoIFS complete pre-employment background checks and monitors driving records of all personnel who operate vehicles for company business at least annually. Selective employees are cleared by government agencies to work with sensitive data. Our technicians follow guidelines provided by our Manager of Industrial Security Compliance.

- 20) Articulate your process for screening and hiring contractor candidates.

Our organization completes pre-employment background checks and monitors driving records of all personnel who operate vehicles for company business.

- 21) What term better describes your company: national or regional? Please explain.

SimplexGrinnell and TycoIFS are national companies. We own and operate over 150 offices throughout North America.

- 22) Describe the methods that you use to monitor and conform to prevailing wage rate requirements throughout the U.S.



We employ a prevailing wage group in Westminster, MA. This group checks each service related project for prevailing wage requirements prior to the contract commencing. On the contracting side, a mandatory prevailing wage drop-down box must be implemented by the sales representative when the order is entered. Each project also gets flagged if it is going to be located in a prevailing wage state. SimplexGrinnell is extremely proactive on prevailing wage and compliance in general.

- 23) What reporting methods will you use to provide NJPA details on the service provided to our member agencies?

Our organization is capable of continuing to provide consolidated activity reports to NJPA detailing the specific services SimplexGrinnell and TycoIFS have provided to NJPA members within a specified time period. Reports can be segmented by state, region, life safety system, type of business, or any other parameter set by NJPA. Reports can be provided electronically in Excel, Word, or Adobe PDF to a specific individual or individuals designated by NJPA. We can also provide NJPA with access to our Customer Portal to access reports online. Finally, our organization can provide hard copy reports to NJPA at your request.

Tyco will also continue to provide installation, testing, inspection and service reports to NJPA's members. Reports will be provided to each member by the local company office providing support. We will also continue to provide NJPA members with access to the Customer Portal to provide 24/7/365 access to online reports.

- 24) What is your average response time for both routine and urgent agency requests?

The average response time for routine and urgent agency requests from NJPA's members will continue to be contingent on the type of request: Service or Installation, Emergency or Routine. Average service response times are consistent across the United States and Canada, including Alaska and Hawaii. Individual service response times may vary by company location, according to that location's distance from the specific NJPA member requiring service, for example, an NJPA member in New York City may experience a faster service response time from the New York City district office, which is centrally located in Midtown Manhattan, than an NJPA member in Santa Fe, New Mexico, where the nearest location, Albuquerque, New Mexico is just over an hour away.

#### **Service Response Times**

*EMERGENCY CALL System/unit is not operational and backup system/unit is not available. Life safety and property protection is non-existent or property assets are in imminent danger of 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 integrity.*

- 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 work.*

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

#### **Installation Response Times**



Both SimplexGrinnell and TycoIFS will respond to new equipment installations and upgrade requests according to the deadline set by the NJPA member placing the request. Each local office has the ability to procure manpower, project management, design, and equipment resources from across the Continent to support urgent installations and upgrades.

25) How do you remain ahead of current trends regarding products and technology?

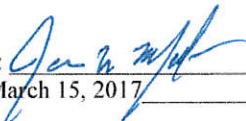
Our organization is dedicated to identifying, developing, and implementing new products and technologies, including service delivery technologies, in support of our clients. In 2015, Tyco International invested \$212,000,000 in research and development. In Fiscal Year 2016, JCI, with whom Tyco merged on September 6, 2016, invested \$316,000,000 in research and development. Individually as wholly-owned subsidiaries, SimplexGrinnell and TycoIFS continually review new and emerging technologies to identify how they will fit into our existing business model to the benefit of our clients. Our Sales Engineering team attends trade shows and industry conferences, performs research, maintains contact with industry leaders and suppliers, and uses our voice of the customer program to determine customer needs and develop the appropriate programs and products. One example of this is our Customer Portal, which was developed in response to client requests for online reporting and service request functionality. Another is our Electronic Information Reporting System (EIR). EIR was developed in response to emerging trends in cloud technology and the use of smartphones and tablets to access real-time inspection data. Tyco Fire Protection Product's engineering and new product development teams work directly with our local district offices to identify current and upcoming trends in life alarm and life safety technology and develop new products to meet our customer's anticipated demands.

26) Clearly describe your rate structure, and demonstrate how NJPA members can effectively determine their cost for your proposed solutions.

We will provide NJPA clients with our standard national account labor rates that are on average 10% discount from local district rates.

27) How do you ensure that your prices are competitive?

Our company continually performs market reviews to determine the average of what the products and services we offer are being priced at throughout the National and Local marketplace. Pricing data for individual products and services, including labor rates and equipment markup percentages, is gathered from a wide array of sources and compared, on an individual and aggregate basis, to SimplexGrinnell and TycoIFS' current pricing models. Prices are then adjusted to ensure we remain competitive in the marketplace.

Signature:  James W. Madson, Vice President of Strategic Sales  
Date: March 15, 2017

**RIDER FOR NAME CHANGE TO JOHNSON CONTROLS FIRE PROTECTION LP**

**THIS RIDER FOR NAME CHANGE TO JOHNSON CONTROLS FIRE PROTECTION LP** ("Rider") effective as of **12/17/2017** ("Effective Date") entered into by and between **Johnson Controls Fire Protection LP (f/k/a SimplexGrinnell LP)** ("Johnson Controls") and **National Joint Powers Alliance** ("Customer") is incorporated into and made part of the Agreement by and between Johnson Controls and Customer (the "Agreement"). Hereinafter Johnson Controls and Customer may be referred to individually as a "party" or collectively as the "parties."

1. The parties hereby acknowledge that on January 25, 2016, Tyco International Plc., SimplexGrinnell LP's ("SimplexGrinnell") ultimate indirect parent, and Johnson Controls, Inc. publicly announced its plan to merge the combined companies to form Johnson Controls, Plc. As part of the reorganization, Simplex Grinnell's name was changed to Johnson Controls Fire Protection LP. Notwithstanding the foregoing, Johnson Controls' obligations to the Customer under the Agreement are not affected by the merger and/or name change and neither activity shall be considered an assignment for purposes of the Agreement.

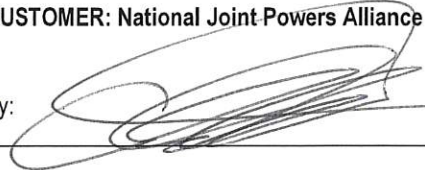
2. Johnson Controls and Customer hereby agree that all references to "SimplexGrinnell" under the Agreement are hereby modified to read Johnson Controls Fire Protection LP or Johnson Controls.

3. The parties hereto mutually agree that the Agreement, of which this Rider is made a part, is and shall be and remain in full force and effect in accordance with all of the terms and conditions thereof, modified only as specifically provided in this Rider. If a conflict or inconsistency exists between the terms and conditions of the Agreement and this Rider, then the terms and conditions of this Rider shall prevail. This Rider may be signed in one or more counterparts, which taken together shall constitute the same Rider, as of the day and year first above written.

**CUSTOMER: National Joint Powers Alliance**

**JOHNSON CONTROLS FIRE PROTECTION LP**

By: \_\_\_\_\_



Its Authorized Representative

Name  
Printed: Chad Coauette

Title: Executive Director / CEO

By: \_\_\_\_\_

Thomas L Staves

Its Authorized Representative

Name  
Printed: Thomas Staves

Title: National Manager, Cooperative Contracts



## Letter of Agreement To Extend the Contract

Between

**Johnson Controls Fire Protection LP**  
**5757 N. Green Bay Ave. #591**  
**Milwaukee, WI 53209**

And

**Sourcewell**  
**202 12<sup>th</sup> Street NE**  
**Staples, MN 56479**  
**Phone: (218) 894-1930**

The Vendor and Sourcewell have entered into an Agreement (Contract #031517-SGL) for the procurement of Facility Security Equipment, Systems, and Services with Related Equipment and Supplies. This Agreement has an expiration date of June 30, 2021, but the parties may extend the Agreement for one additional year by mutual consent.

The parties acknowledge that extending the Agreement for another year benefits the Vendor, Sourcewell and Sourcewell’s members. The Vendor and Sourcewell therefore agree to extend the Agreement listed above for a fifth year. This existing Agreement will terminate on June 30, 2022. All other terms and conditions of the Agreement remain in force.

**Sourcewell**

DocuSigned by:  
BY: Jeremy Schwartz, Its: Director of Operations & Procurement/CPO  
C0FD2A139D06489...

Name printed or typed: Jeremy Schwartz

Date 9/29/2020 | 1:33 PM CDT

**Johnson Controls Fire Protection LP**

DocuSigned by:  
BY: Thomas Staves, Its: Natl Sales Mgr Cooperative Contracts  
E026EC1139B5439...

Name printed or typed: Thomas Staves

Date 9/29/2020 | 11:36 AM PDT

## **Johnson Controls 031517-SGL**

Pricing for contract #031517-SGL offers Sourcewell participating agencies the following discounts:

- 10% Discount from local district rates