



## Bullitt County Public Schools

1040 Highway 44 East  
Shepherdsville, Kentucky 40165

502-869-8000  
Fax 502-543-3608  
[www.bullittschools.org](http://www.bullittschools.org)

### MEMO

TO: Jesse Bacon *JB*

FROM: Mark Mitchell *msm*

DATE: February 6, 2019

RE: Board Agenda Item – Fire Systems Inspection & Service Agreement –  
Johnson Controls/SimplexGrinnell

The Department of Facilities is requesting Board approval of the fire systems inspection and service agreement with Johnson Controls/SimplexGrinnell.

The service agreement covers the annual inspections of all fire alarms and suppression systems. The cost for the services is \$54,619.00 and is included in the FY19 budget in 0352 – Other Technical Services. The service agreement has been reviewed by Joe Mills and is acceptable as to form and legality.

I recommend the Board approve the request for the fire systems inspection and service agreement with Johnson Controls/SimplexGrinnell.

Attachment: Service Agreement – Johnson Controls/SimplexGrinnell

*B. Dwyer*

***SimplexGrinnell* BE SAFE.**

**Fire Systems Inspection & Service  
agreement**

**Custom Prepared For  
Mark Mitchell**

**Bullitt County School System**



## SERVICE SOLUTION

**Customer:**  
**Bullitt County Board Of Education**  
**Date: 28-JAN-19**  
**Proposal #:663550**  
**Term:01-DEC-18 to 30-NOV-19**

**Billing Customer:**  
Bullitt County Board Of Education  
1040 Highway 44 E  
SHEPHERDSVILLE, KY 40165-6122

**Service Location:**  
Bullitt County Board Of Education  
1040 Highway 44 E  
SHEPHERDSVILLE, KY 40165-6122

**Johnson Controls Fire Protection LP**  
**Sales Representative:**  
JOHN E WATERBURY  
10610 Bluegrass Pkwy  
LOUISVILLE, KY 40299-2212  
john.waterbury@jci.com

### INVESTMENT SUMMARY

*(Excludes applicable Sales Tax ■ Service Solution Valid for 45 Days)*

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
<b>Recurring Annual Investment</b>			
FIRE ALARM ADVANCED SERVICE OFFER			
SIMPLEX PROG 4010 SYSTEM			
Fire Alarm Battery Test (each)	4	Annual	
Smoke Sensor Addressable	29	Annual	
Pull Station	10	Annual	
Audio-Visual Unit Addressable	31	Annual	
Elevator Recall	1	Annual	
Main Fire Alarm Panel	2	Annual	
<b>FIRE ALARM ADVANCED SERVICE OFFER Total:</b>			<b>\$1,338.00</b>
SPRINKLER BASIC SERVICE OFFER			
WET SPRINKLER SYSTEM			
Control valve - with tamper switch	2	Annual	
Wet System Test & Inspect (Includes Tamper, Flow, Gate Valve, Fire Dept Connection Plastic Caps, Valve Trim & Main Drain Valve)	1	Annual	
Water Flow Switch (Each Additional)	2	Annual	
<b>SPRINKLER BASIC SERVICE OFFER Total:</b>			<b>\$269.00</b>
<b>Total Recurring Annual Investment:</b>			<b>\$1,607.00</b>



## SERVICE SOLUTION

**Customer:**  
**Bullitt County Board Of Education**  
**Date: 28-JAN-19**  
**Proposal #:663550**  
**Term:01-DEC-18 to 30-NOV-19**

**Billing Customer:**  
Bullitt County Board Of Education  
1040 Highway 44 E  
SHEPHERDSVILLE, KY 40165-6122

**Service Location:**  
North Bullitt High School  
3200 E Hebron Ln  
SHEPHERDSVILLE, KY 40165-8976

**Johnson Controls Fire Protection LP**  
**Sales Representative:**  
JOHN E WATERBURY  
10610 Bluegrass Pkwy  
LOUISVILLE, KY 40299-2212  
john.waterbury@jci.com

### INVESTMENT SUMMARY

*(Excludes applicable Sales Tax ■ Service Solution Valid for 45 Days)*

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
<b>Recurring Annual Investment</b>			
<b>FIRE ALARM ADVANCED SERVICE OFFER</b>			
SIMPLEX 4100U SYSTEM			
Main Fire Alarm Panel	1	Annual	
Fire Alarm Battery Test (each)	8	Annual	
Annunciator	2	Annual	
Smoke Sensor Addressable	7	Annual	
Duct Sensor Addressable	8	Annual	
Pull Station	25	Annual	
Audio-Visual Notification Conventional	155	Annual	
Elevator Recall	1	Annual	
Door Holder	25	Annual	
Remote Power Supply/NAC Extender	3	Annual	
<b>FIRE ALARM ADVANCED SERVICE OFFER Total:</b>			<b>\$2,315.00</b>
<b>SPRINKLER BASIC SERVICE OFFER</b>			
WET SPRINKLER SYSTEM			
Control valve	1	Annual	
Wet System Test & Inspect (Includes Tamper, Flow, Gate Valve, Fire Dept Connection Plastic Caps, Valve Trim & Main Drain Valve)	5	Annual	
<b>SPRINKLER BASIC SERVICE OFFER Total:</b>			<b>\$774.00</b>
<b>SPRINKLER BASIC SERVICE OFFER</b>			
BACKFLOW SYSTEM			
Backflow Preventer-Domestic	3	Annual	
<b>SPRINKLER BASIC SERVICE OFFER Total:</b>			<b>\$212.00</b>



## SERVICE SOLUTION

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
SPRINKLER BASIC SERVICE OFFER			
HYDRANT SYSTEM			
Hydrant Test & Inspect	1	Annual	
SPRINKLER BASIC SERVICE OFFER Total:			\$23.00
SPRINKLER BASIC SERVICE OFFER			
FIRE HOSE SYSTEM			
Hose valve outlets	1	Annual	
Hose Houses	1	Annual	
SPRINKLER BASIC SERVICE OFFER Total:			\$50.00
Total Recurring Annual Investment:			\$3,374.00



## SERVICE SOLUTION

**Customer:**  
**Bullitt County Board Of Education**  
**Date: 28-JAN-19**  
**Proposal #:663550**  
**Term:01-DEC-18 to 30-NOV-19**

**Billing Customer:**  
Bullitt County Board Of Education  
1040 Highway 44 E  
SHEPHERDSVILLE, KY 40165-6122

**Service Location:**  
Zoneton Middle School  
797 Old Preston Highway North  
SHEPHERDSVILLE, KY 40165-1229

**Johnson Controls Fire Protection LP**  
**Sales Representative:**  
JOHN E WATERBURY  
10610 Bluegrass Pkwy  
LOUISVILLE, KY 40299-2212  
john.waterbury@jci.com

### INVESTMENT SUMMARY

*(Excludes applicable Sales Tax ■ Service Solution Valid for 45 Days)*

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
<b>Recurring Annual Investment</b>			
FIRE ALARM ADVANCED SERVICE OFFER			
SIMPLEX PROG 4010 SYSTEM			
Fire Alarm Battery Test (each)	6	Annual	
Smoke Sensor Addressable	51	Annual	
Heat Detector Restorable	1	Annual	
Duct Sensor Addressable	5	Annual	
Pull Station	26	Annual	
Audio-Visual Unit Addressable	121	Annual	
Elevator Recall	1	Annual	
Door Holder	12	Annual	
Remote Power Supply/NAC Extender	2	Annual	
Main Fire Alarm Panel	1	Annual	
<b>FIRE ALARM ADVANCED SERVICE OFFER Total:</b>			<b>\$2,614.00</b>
SPRINKLER BASIC SERVICE OFFER			
WET SPRINKLER SYSTEM			
Wet System Test & Inspect (Includes Tamper, Flow, Gate Valve, Fire Dept Connection Plastic Caps, Valve Trim & Main Drain Valve)	2	Annual	
<b>SPRINKLER BASIC SERVICE OFFER Total:</b>			<b>\$329.00</b>
SPRINKLER BASIC SERVICE OFFER			
BACKFLOW SYSTEM			
Backflow Preventer-Domestic	1	Annual	
<b>SPRINKLER BASIC SERVICE OFFER Total:</b>			<b>\$71.00</b>



## SERVICE SOLUTION

Total Recurring Annual Investment:

\$3,014.00



## SERVICE SOLUTION

**Customer:**  
**Bullitt County Board Of Education**  
**Date: 28-JAN-19**  
**Proposal #:663550**  
**Term:01-DEC-18 to 30-NOV-19**

**Billing Customer:**  
Bullitt County Board Of Education  
1040 Highway 44 E  
SHEPHERDSVILLE, KY 40165-6122

**Service Location:**  
Brooks Elementary  
1430 Brooks Hill Road  
BROOKS, KY 40109-5101

**Johnson Controls Fire Protection LP**  
**Sales Representative:**  
JOHN E WATERBURY  
10610 Bluegrass Pkwy  
LOUISVILLE, KY 40299-2212  
john.waterbury@jci.com

### INVESTMENT SUMMARY

*(Excludes applicable Sales Tax ■ Service Solution Valid for 45 Days)*

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
<b>Recurring Annual Investment</b>			
<b>FIRE ALARM ADVANCED SERVICE OFFER</b>			
SIMPLEX PROG 4010 SYSTEM			
Fire Alarm Battery Test (each)	4	Annual	
Smoke Sensor Addressable	1	Annual	
Duct Sensor Addressable	2	Annual	
Pull Station	17	Annual	
Audio-Visual Notification Conventional	86	Annual	
Door Holder	4	Annual	
Remote Power Supply/NAC Extender	1	Annual	
Main Fire Alarm Panel	1	Annual	
<b>FIRE ALARM ADVANCED SERVICE OFFER Total:</b>			<b>\$1,125.00</b>
<b>SPRINKLER BASIC SERVICE OFFER</b>			
WET SPRINKLER SYSTEM			
Wet System Test & Inspect (Includes Tamper, Flow, Gate Valve, Fire Dept Connection Plastic Caps, Valve Trim & Main Drain Valve)	2	Annual	
Post Indicator Valve	1	Annual	
<b>SPRINKLER BASIC SERVICE OFFER Total:</b>			<b>\$354.00</b>
<b>SPRINKLER BASIC SERVICE OFFER</b>			
HYDRANT SYSTEM			
Hydrant Test & Inspect	3	Annual	
<b>SPRINKLER BASIC SERVICE OFFER Total:</b>			<b>\$68.00</b>
<b>SPRINKLER BASIC SERVICE OFFER</b>			
BACKFLOW SYSTEM			





## SERVICE SOLUTION

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
Backflow Preventer-Domestic	2	Annual	
SPRINKLER BASIC SERVICE OFFER Total:			\$142.00
Total Recurring Annual Investment:			\$1,689.00



## SERVICE SOLUTION

**Customer:**  
**Bullitt County Board Of Education**  
**Date: 28-JAN-19**  
**Proposal #:663550**  
**Term:01-DEC-18 to 30-NOV-19**

**Billing Customer:**  
Bullitt County Board Of Education  
1040 Highway 44 E  
SHEPHERDSVILLE, KY 40165-6122

**Service Location:**  
Pleasant Grove Elementary  
6415 Highway 44 E  
MOUNT WASHINGTON, KY 40047-6700

**Johnson Controls Fire Protection LP**  
**Sales Representative:**  
JOHN E WATERBURY  
10610 Bluegrass Pkwy  
LOUISVILLE, KY 40299-2212  
john.waterbury@jci.com

### INVESTMENT SUMMARY

*(Excludes applicable Sales Tax ■ Service Solution Valid for 45 Days)*

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
<b>Recurring Annual Investment</b>			
FIRE ALARM ADVANCED SERVICE OFFER			
SIMPLEX 4004/4005 SYSTEM			
Fire Alarm Battery Test (each)	4	Annual	
Annunciator	1	Annual	
Smoke Detector Conventional	1	Annual	
Duct Detector Conventional	11	Annual	
Pull Station	10	Annual	
Audio-Visual Notification Conventional	88	Annual	
Remote Power Supply/NAC Extender	1	Annual	
Main Fire Alarm Panel	1	Annual	
<b>FIRE ALARM ADVANCED SERVICE OFFER Total:</b>			<b>\$1,186.00</b>
SPRINKLER BASIC SERVICE OFFER			
WET SPRINKLER SYSTEM			
Wet System Test & Inspect (Includes Tamper, Flow, Gate Valve, Fire Dept Connection Plastic Caps, Valve Trim & Main Drain Valve)	2	Annual	
<b>SPRINKLER BASIC SERVICE OFFER Total:</b>			<b>\$329.00</b>
SPRINKLER BASIC SERVICE OFFER			
FIRE HOSE SYSTEM			
Hose valve outlets	1	Annual	
Hose Houses	1	Annual	
<b>SPRINKLER BASIC SERVICE OFFER Total:</b>			<b>\$50.00</b>
SPRINKLER BASIC SERVICE OFFER			



BACKFLOW SYSTEM

## SERVICE SOLUTION



## SERVICE SOLUTION

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
Backflow Preventer-Domestic	1	Annual	
SPRINKLER BASIC SERVICE OFFER Total:			\$71.00
Total Recurring Annual Investment:			\$1,636.00



## SERVICE SOLUTION

**Customer:**  
**Bullitt County Board Of Education**  
**Date: 28-JAN-19**  
**Proposal #:663550**  
**Term:01-DEC-18 to 30-NOV-19**

**Billing Customer:**  
Bullitt County Board Of Education  
1040 Highway 44 E  
SHEPHERDSVILLE, KY 40165-6122

**Service Location:**  
Bullitt Co Board of Education Lebanon Junction ES  
10920 S Preston Hwy  
LEBANON JUNCTION, KY 40150-8110

**Johnson Controls Fire Protection LP**  
**Sales Representative:**  
JOHN E WATERBURY  
10610 Bluegrass Pkwy  
LOUISVILLE, KY 40299-2212  
john.waterbury@jci.com

### INVESTMENT SUMMARY

*(Excludes applicable Sales Tax ■ Service Solution Valid for 45 Days)*

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
<b>Recurring Annual Investment</b>			
<b>FIRE ALARM ADVANCED SERVICE OFFER</b>			
EDWARDS FIRE ALARM SYSTEM			
EST3			
Main Fire Alarm Panel	1	Annual	
Fire Alarm Battery Test (each)	6	Annual	
Digital Alarm Communicator Transmitter (DACT)	1	Annual	
Annunciator	1	Annual	
Smoke Sensor Addressable	4	Annual	
Pull Station	10	Annual	
Audio-Visual Notification Conventional	71	Annual	
Elevator Recall	1	Annual	
Door Holder	4	Annual	
Remote Power Supply/NAC Extender	2	Annual	
<b>FIRE ALARM ADVANCED SERVICE OFFER Total:</b>			<b>\$1,189.00</b>
<b>SPRINKLER BASIC SERVICE OFFER</b>			
WET SPRINKLER SYSTEM			
Wet System Test & Inspect (Includes Tamper, Flow, Gate Valve, Fire Dept Connection Plastic Caps, Valve Trim & Main Drain Valve)	2	Annual	
Post Indicator Valve	1	Annual	
<b>SPRINKLER BASIC SERVICE OFFER Total:</b>			<b>\$354.00</b>
<b>SPRINKLER BASIC SERVICE OFFER HYDRANT SYSTEM</b>			



## SERVICE SOLUTION

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
Hydrant Test & Inspect	2	Annual	
SPRINKLER BASIC SERVICE OFFER Total:			\$46.00
SPRINKLER BASIC SERVICE OFFER BACKFLOW SYSTEM			
Backflow Preventer-Domestic	1	Annual	
SPRINKLER BASIC SERVICE OFFER Total:			\$71.00
Total Recurring Annual Investment:			\$1,660.00



## SERVICE SOLUTION

**Customer:**  
**Bullitt County Board Of Education**  
**Date: 28-JAN-19**  
**Proposal #:663550**  
**Term:01-DEC-18 to 30-NOV-19**

**Billing Customer:**  
Bullitt County Board Of Education  
1040 Highway 44 E  
SHEPHERDSVILLE, KY 40165-6122

**Service Location:**  
Bernheim Middle School  
700 Audubon Dr  
SHEPHERDSVILLE, KY 40165-8881

**Johnson Controls Fire Protection LP**  
**Sales Representative:**  
JOHN E WATERBURY  
10610 Bluegrass Pkwy  
LOUISVILLE, KY 40299-2212  
john.waterbury@jci.com

### INVESTMENT SUMMARY

*(Excludes applicable Sales Tax ■ Service Solution Valid for 45 Days)*

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
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#### Recurring Annual Investment

##### FIRE ALARM BASIC SERVICE OFFER

MULTI-VENDOR OTHER NON  
PROGRAMMABLE

Fire Alarm Battery Test (each)	2	Annual
Digital Alarm Communicator Transmitter (DACT)	1	Annual
Pull Station	10	Annual
Audio-Visual Notification Conventional	55	Annual
Main Fire Alarm Panel	1	Annual

**FIRE ALARM BASIC SERVICE OFFER Total:** \$616.00

##### SPRINKLER BASIC SERVICE OFFER

WET SPRINKLER SYSTEM

Control valve	3	Annual
Wet System Test & Inspect (Includes Tamper, Flow, Gate Valve, Fire Dept Connection Plastic Caps, Valve Trim & Main Drain Valve)	2	Annual

**SPRINKLER BASIC SERVICE OFFER Total:** \$384.00

##### SPRINKLER BASIC SERVICE OFFER

HYDRANT SYSTEM

Hydrant Test & Inspect	1	Annual
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**SPRINKLER BASIC SERVICE OFFER Total:** \$23.00

**Total Recurring Annual Investment:**

**\$1,023.00**



## SERVICE SOLUTION





## SERVICE SOLUTION

**Customer:**  
**Bullitt County Board Of Education**  
**Date: 28-JAN-19**  
**Proposal #:663550**  
**Term:01-DEC-18 to 30-NOV-19**

**Billing Customer:**  
Bullitt County Board Of Education  
1040 Highway 44 E  
SHEPHERDSVILLE, KY 40165-6122

**Service Location:**  
Bullitt County Board Of Education Bullitt Lick MS  
555 W Blue Lick Rd  
SHEPHERDSVILLE, KY 40165-7916

**Johnson Controls Fire Protection LP**  
**Sales Representative:**  
JOHN E WATERBURY  
10610 Bluegrass Pkwy  
LOUISVILLE, KY 40299-2212  
john.waterbury@jci.com

### INVESTMENT SUMMARY

*(Excludes applicable Sales Tax ■ Service Solution Valid for 45 Days)*

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
<b>Recurring Annual Investment</b>			
FIRE ALARM ADVANCED SERVICE OFFER			
EDWARDS FIRE ALARM SYSTEM			
PROGRAMMABLE			
Fire Alarm Battery Test (each)	2	Annual	
Smoke Sensor Addressable	9	Annual	
Pull Station	18	Annual	
Audio-Visual Notification Conventional	94	Annual	
Door Holder	8	Annual	
Main Fire Alarm Panel	1	Annual	
<b>FIRE ALARM ADVANCED SERVICE OFFER Total:</b>			<b>\$1,333.00</b>
SPRINKLER BASIC SERVICE OFFER			
HYDRANT SYSTEM			
Hydrant Test & Inspect	2	Annual	
<b>SPRINKLER BASIC SERVICE OFFER Total:</b>			<b>\$46.00</b>
SPRINKLER BASIC SERVICE OFFER			
BACKFLOW SYSTEM			
Backflow Preventer-Domestic	2	Annual	
<b>SPRINKLER BASIC SERVICE OFFER Total:</b>			<b>\$142.00</b>
SPRINKLER BASIC SERVICE OFFER			
WET SPRINKLER SYSTEM			
Wet System Test & Inspect (Includes Tamper, Flow, Gate Valve, Fire Dept Connection Plastic Caps, Valve Trim & Main Drain Valve)	2	Annual	
<b>SPRINKLER BASIC SERVICE OFFER Total:</b>			<b>\$329.00</b>



## SERVICE SOLUTION

Total Recurring Annual Investment:

\$1,850.00



## SERVICE SOLUTION

**Customer:**  
**Bullitt County Board Of Education**  
**Date: 28-JAN-19**  
**Proposal #:663550**  
**Term:01-DEC-18 to 30-NOV-19**

**Billing Customer:**  
Bullitt County Board Of Education  
1040 Highway 44 E  
SHEPHERDSVILLE, KY 40165-6122

**Service Location:**  
Bullitt County Board Of Education Cedar Grove ES  
1900 Cedar Grove Rd  
SHEPHERDSVILLE, KY 40165-8538

**Johnson Controls Fire Protection LP**  
**Sales Representative:**  
JOHN E WATERBURY  
10610 Bluegrass Pkwy  
LOUISVILLE, KY 40299-2212  
john.waterbury@jci.com

### INVESTMENT SUMMARY

*(Excludes applicable Sales Tax ■ Service Solution Valid for 45 Days)*

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
<b>Recurring Annual Investment</b>			
FIRE ALARM ADVANCED SERVICE OFFER			
EDWARDS FIRE ALARM SYSTEM			
EST2			
Fire Alarm Battery Test (each)	8	Annual	
Digital Alarm Communicator Transmitter (DACT)	1	Annual	
Annunciator	1	Annual	
Smoke Sensor Addressable	4	Annual	
Pull Station	16	Annual	
Audio-Visual Notification Conventional	98	Annual	
Door Holder	2	Annual	
Remote Power Supply/NAC Extender	3	Annual	
Main Fire Alarm Panel	1	Annual	
<b>FIRE ALARM ADVANCED SERVICE OFFER Total:</b>			<b>\$1,376.00</b>
SPRINKLER BASIC SERVICE OFFER			
WET SPRINKLER SYSTEM			
Wet System Test & Inspect (Includes Tamper, Flow, Gate Valve, Fire Dept Connection Plastic Caps, Valve Trim & Main Drain Valve)	2	Annual	
Post Indicator Valve	1	Annual	
<b>SPRINKLER BASIC SERVICE OFFER Total:</b>			<b>\$354.00</b>
SPRINKLER BASIC SERVICE OFFER			
HYDRANT SYSTEM			
Hydrant Test & Inspect	1	Annual	



## SERVICE SOLUTION

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
SPRINKLER BASIC SERVICE OFFER BACKFLOW SYSTEM Backflow Preventer-Domestic	2	Annual	
SPRINKLER BASIC SERVICE OFFER Total:			\$23.00
SPRINKLER BASIC SERVICE OFFER Total:			\$142.00
Total Recurring Annual Investment:			\$1,895.00



## SERVICE SOLUTION

**Customer:**  
**Bullitt County Board Of Education**  
**Date: 28-JAN-19**  
**Proposal #:663550**  
**Term:01-DEC-18 to 30-NOV-19**

**Billing Customer:**  
Bullitt County Board Of Education  
1040 Highway 44 E  
SHEPHERDSVILLE, KY 40165-6122

**Service Location:**  
Hebron Middle School  
3300 E Hebron Ln  
SHEPHERDSVILLE, KY 40165-8975

**Johnson Controls Fire Protection LP**  
**Sales Representative:**  
JOHN E WATERBURY  
10610 Bluegrass Pkwy  
LOUISVILLE, KY 40299-2212  
john.waterbury@jci.com

### INVESTMENT SUMMARY

*(Excludes applicable Sales Tax ■ Service Solution Valid for 45 Days)*

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
<b>Recurring Annual Investment</b>			
FIRE ALARM ADVANCED SERVICE OFFER			
SIMPLEX PROG 4010 SYSTEM			
Fire Alarm Battery Test (each)	2	Annual	
Annunciator	1	Annual	
Smoke Sensor Addressable	7	Annual	
Duct Sensor Addressable	2	Annual	
Pull Station	15	Annual	
Audio-Visual Notification Conventional	89	Annual	
Door Holder	6	Annual	
Main Fire Alarm Panel	1	Annual	
<b>FIRE ALARM ADVANCED SERVICE OFFER Total:</b>			<b>\$1,256.00</b>
SPRINKLER BASIC SERVICE OFFER			
WET SPRINKLER SYSTEM			
Wet System Test & Inspect (Includes Tamper, Flow, Gate Valve, Fire Dept Connection Plastic Caps, Valve Trim & Main Drain Valve)	2	Annual	
Post Indicator Valve	1	Annual	
<b>SPRINKLER BASIC SERVICE OFFER Total:</b>			<b>\$354.00</b>
SPRINKLER BASIC SERVICE OFFER			
HYDRANT SYSTEM			
Hydrant Test & Inspect	2	Annual	
<b>SPRINKLER BASIC SERVICE OFFER Total:</b>			<b>\$46.00</b>
SPRINKLER BASIC SERVICE OFFER			
BACKFLOW SYSTEM			



## SERVICE SOLUTION

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
Backflow Preventer-Domestic	1	Annual	
SPRINKLER BASIC SERVICE OFFER Total:			\$71.00
Total Recurring Annual Investment:			\$1,727.00



## SERVICE SOLUTION

**Customer:**  
**Bullitt County Board Of Education**  
**Date: 28-JAN-19**  
**Proposal #:663550**  
**Term:01-DEC-18 to 30-NOV-19**

**Billing Customer:**  
Bullitt County Board Of Education  
1040 Highway 44 E  
SHEPHERDSVILLE, KY 40165-6122

**Service Location:**  
Bullitt County Board Of Education Maryville ES  
4504 Summers Dr  
Maryville ES  
LOUISVILLE, KY 40229-3538

**Johnson Controls Fire Protection LP**  
**Sales Representative:**  
JOHN E WATERBURY  
10610 Bluegrass Pkwy  
LOUISVILLE, KY 40299-2212  
john.waterbury@jci.com

### INVESTMENT SUMMARY

*(Excludes applicable Sales Tax ■ Service Solution Valid for 45 Days)*

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
<b>Recurring Annual Investment</b>			
FIRE ALARM ADVANCED SERVICE OFFER			
EDWARDS FIRE ALARM SYSTEM			
EST2			
Main Fire Alarm Panel	1	Annual	
Fire Alarm Battery Test (each)	4	Annual	
Smoke Sensor Addressable	22	Annual	
Pull Station	16	Annual	
Audio-Visual Notification Conventional	99	Annual	
Remote Power Supply/NAC Extender	1	Annual	
<b>FIRE ALARM ADVANCED SERVICE OFFER Total:</b>			<b>\$1,580.00</b>
SPRINKLER BASIC SERVICE OFFER			
WET SPRINKLER SYSTEM			
Wet System Test & Inspect (Includes Tamper, Flow, Gate Valve, Fire Dept Connection Plastic Caps, Valve Trim & Main Drain Valve)	2	Annual	
<b>SPRINKLER BASIC SERVICE OFFER Total:</b>			<b>\$329.00</b>
SPRINKLER BASIC SERVICE OFFER			
HYDRANT SYSTEM			
Hydrant Test & Inspect	1	Annual	
<b>SPRINKLER BASIC SERVICE OFFER Total:</b>			<b>\$23.00</b>
SPRINKLER BASIC SERVICE OFFER			
BACKFLOW SYSTEM			
Backflow Preventer-Fire	1	Annual	
Backflow Preventer-Domestic	1	Annual	



## SERVICE SOLUTION

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
SPRINKLER BASIC SERVICE OFFER Total:			\$208.00

Total Recurring Annual Investment:

\$2,140.00





## SERVICE SOLUTION

**Customer:**  
**Bullitt County Board Of Education**  
**Date: 28-JAN-19**  
**Proposal #:663550**  
**Term:01-DEC-18 to 30-NOV-19**

**Billing Customer:**  
Bullitt County Board Of Education  
1040 Highway 44 E  
SHEPHERDSVILLE, KY 40165-6122

**Service Location:**  
Mt Washington Middle School  
269 Water St  
MOUNT WASHINGTON, KY 40047-7666

**Johnson Controls Fire Protection LP**  
**Sales Representative:**  
JOHN E WATERBURY  
10610 Bluegrass Pkwy  
LOUISVILLE, KY 40299-2212  
john.waterbury@jci.com

### INVESTMENT SUMMARY

*(Excludes applicable Sales Tax ■ Service Solution Valid for 45 Days)*

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
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#### Recurring Annual Investment

##### FIRE ALARM ADVANCED SERVICE OFFER

###### SIMPLEX 4004/4005 SYSTEM

Fire Alarm Battery Test (each)	4	Annual
Digital Alarm Communicator Transmitter (DACT)	1	Annual
Smoke Detector Conventional	30	Annual
Heat Detector Restorable	1	Annual
Duct Detector Conventional	2	Annual
Pull Station	27	Annual
Audio-Visual Notification Conventional	101	Annual
Elevator Recall	2	Annual
Door Holder	35	Annual
Remote Power Supply/NAC Extender	1	Annual
Main Fire Alarm Panel	1	Annual

**FIRE ALARM ADVANCED SERVICE OFFER Total:**

**\$2,843.00**

##### SPRINKLER BASIC SERVICE OFFER

###### WET SPRINKLER SYSTEM

Wet System Test & Inspect (Includes Tamper, Flow, Gate Valve, Fire Dept Connection Plastic Caps, Valve Trim & Main Drain Valve)	2	Annual
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**SPRINKLER BASIC SERVICE OFFER Total:**

**\$329.00**

##### SPRINKLER BASIC SERVICE OFFER BACKFLOW SYSTEM



Backflow Preventer-Domestic

## SERVICE SOLUTION

1

Annual



## SERVICE SOLUTION

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
SPRINKLER BASIC SERVICE OFFER Total:			\$71.00

Total Recurring Annual Investment:

\$3,243.00



## SERVICE SOLUTION

**Customer:**  
**Bullitt County Board Of Education**  
**Date: 28-JAN-19**  
**Proposal #:663550**  
**Term:01-DEC-18 to 30-NOV-19**

**Billing Customer:**  
Bullitt County Board Of Education  
1040 Highway 44 E  
SHEPHERDSVILLE, KY 40165-6122

**Service Location:**  
Bullitt County Board Of Education Nichols ES  
10665 Highway 44 W  
Nichols ES  
WEST POINT, KY 40177-6909

**Johnson Controls Fire Protection LP**  
**Sales Representative:**  
JOHN E WATERBURY  
10610 Bluegrass Pkwy  
LOUISVILLE, KY 40299-2212  
john.waterbury@jci.com

### INVESTMENT SUMMARY

*(Excludes applicable Sales Tax ■ Service Solution Valid for 45 Days)*

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
<b>Recurring Annual Investment</b>			
<b>FIRE ALARM ADVANCED SERVICE OFFER</b>			
EDWARDS FIRE ALARM SYSTEM			
EST3			
Fire Alarm Battery Test (each)	4	Annual	
Digital Alarm Communicator Transmitter (DACT)	1	Annual	
Smoke Sensor Addressable	2	Annual	
Heat Detector Restorable	1	Annual	
Pull Station	7	Annual	
Audio-Visual Notification Conventional	43	Annual	
Remote Power Supply/NAC Extender	1	Annual	
Main Fire Alarm Panel	1	Annual	
<b>FIRE ALARM ADVANCED SERVICE OFFER Total:</b>			<b>\$798.00</b>
<b>SPRINKLER BASIC SERVICE OFFER</b>			
WET SPRINKLER SYSTEM			
Wet System Test & Inspect (Includes Tamper, Flow, Gate Valve, Fire Dept Connection Plastic Caps, Valve Trim & Main Drain Valve)	1	Annual	
Post Indicator Valve	1	Annual	
<b>SPRINKLER BASIC SERVICE OFFER Total:</b>			<b>\$212.00</b>
<b>SPRINKLER BASIC SERVICE OFFER</b>			
HYDRANT SYSTEM			
Hydrant Test & Inspect	1	Annual	
<b>SPRINKLER BASIC SERVICE OFFER Total:</b>			<b>\$23.00</b>



## SERVICE SOLUTION

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
SPRINKLER BASIC SERVICE OFFER BACKFLOW SYSTEM Backflow Preventer-Domestic	1	Annual	
SPRINKLER BASIC SERVICE OFFER Total:			\$71.00
Total Recurring Annual Investment:			\$1,104.00



## SERVICE SOLUTION

**Customer:**  
**Bullitt County Board Of Education**  
**Date: 28-JAN-19**  
**Proposal #:663550**  
**Term:01-DEC-18 to 30-NOV-19**

**Billing Customer:**  
Bullitt County Board Of Education  
1040 Highway 44 E  
SHEPHERDSVILLE, KY 40165-6122

**Service Location:**  
Bullitt County Board Of Education Overdale ES  
80 Overdale Dr  
Overdale ES  
LOUISVILLE, KY 40229-3199

**Johnson Controls Fire Protection LP**  
**Sales Representative:**  
JOHN E WATERBURY  
10610 Bluegrass Pkwy  
LOUISVILLE, KY 40299-2212  
john.waterbury@jci.com

### INVESTMENT SUMMARY

*(Excludes applicable Sales Tax ■ Service Solution Valid for 45 Days)*

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
<b>Recurring Annual Investment</b>			
FIRE ALARM ADVANCED SERVICE OFFER			
EDWARDS FIRE ALARM SYSTEM QUICKSTART			
Fire Alarm Battery Test (each)	4	Annual	
Smoke Sensor Addressable	24	Annual	
Pull Station	13	Annual	
Audio-Visual Unit Addressable	98	Annual	
Elevator Recall	1	Annual	
Door Holder	10	Annual	
Remote Power Supply/NAC Extender	1	Annual	
Main Fire Alarm Panel	1	Annual	
<b>FIRE ALARM ADVANCED SERVICE OFFER Total:</b>			<b>\$1,613.00</b>
SPRINKLER BASIC SERVICE OFFER			
WET SPRINKLER SYSTEM			
Wet System Test & Inspect (Includes Tamper, Flow, Gate Valve, Fire Dept Connection Plastic Caps, Valve Trim & Main Drain Valve)	1	Annual	
<b>SPRINKLER BASIC SERVICE OFFER Total:</b>			<b>\$187.00</b>
SPRINKLER BASIC SERVICE OFFER BACKFLOW SYSTEM			
Backflow Preventer-Domestic	2	Annual	
<b>SPRINKLER BASIC SERVICE OFFER Total:</b>			<b>\$142.00</b>
SPRINKLER BASIC SERVICE OFFER			



HYDRANT SYSTEM

## SERVICE SOLUTION



## SERVICE SOLUTION

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
Hydrant Test & Inspect	2	Annual	
SPRINKLER BASIC SERVICE OFFER Total:			\$46.00
Total Recurring Annual Investment:			\$1,988.00





## SERVICE SOLUTION

**Customer:**  
**Bullitt County Board Of Education**  
**Date: 28-JAN-19**  
**Proposal #:663550**  
**Term:01-DEC-18 to 30-NOV-19**

**Billing Customer:**  
Bullitt County Board Of Education  
1040 Highway 44 E  
SHEPHERDSVILLE, KY 40165-6122

**Service Location:**  
Bullitt County Board Of Education Roby ES  
1148 Highway 44 East  
Roby ES  
SHEPHERDSVILLE, KY 40165-6153

**Johnson Controls Fire Protection LP**  
**Sales Representative:**  
JOHN E WATERBURY  
10610 Bluegrass Pkwy  
LOUISVILLE, KY 40299-2212  
john.waterbury@jci.com

### INVESTMENT SUMMARY

*(Excludes applicable Sales Tax ■ Service Solution Valid for 45 Days)*

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
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#### Recurring Annual Investment

##### FIRE ALARM ADVANCED SERVICE OFFER

###### SIMPLEX PROG 4010 SYSTEM

Fire Alarm Battery Test (each)	6	Annual
Annunciator	1	Annual
Smoke Sensor Addressable	1	Annual
Duct Sensor Addressable	3	Annual
Pull Station	20	Annual
Audio-Visual Unit Addressable	132	Annual
Door Holder	20	Annual
Remote Power Supply/NAC Extender	2	Annual
Main Fire Alarm Panel	1	Annual

##### FIRE ALARM ADVANCED SERVICE OFFER Total:

\$1,505.00

##### SPRINKLER BASIC SERVICE OFFER

###### WET SPRINKLER SYSTEM

Wet System Test & Inspect (Includes Tamper, Flow, Gate Valve, Fire Dept Connection Plastic Caps, Valve Trim & Main Drain Valve)	2	Annual
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##### SPRINKLER BASIC SERVICE OFFER Total:

\$329.00

##### SPRINKLER BASIC SERVICE OFFER

###### BACKFLOW SYSTEM

Backflow Preventer-Domestic	1	Annual
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##### SPRINKLER BASIC SERVICE OFFER Total:

\$71.00



## SERVICE SOLUTION

Total Recurring Annual Investment:

\$1,905.00



## SERVICE SOLUTION

**Customer:**  
**Bullitt County Board Of Education**  
**Date: 28-JAN-19**  
**Proposal #:663550**  
**Term:01-DEC-18 to 30-NOV-19**

**Billing Customer:**  
Bullitt County Board Of Education  
1040 Highway 44 E  
SHEPHERDSVILLE, KY 40165-6122

**Service Location:**  
Mt Washington Elementary  
9234 Highway 44 E  
MOUNT WASHINGTON, KY 40047-7309

**Johnson Controls Fire Protection LP**  
**Sales Representative:**  
JOHN E WATERBURY  
10610 Bluegrass Pkwy  
LOUISVILLE, KY 40299-2212  
john.waterbury@jci.com

### INVESTMENT SUMMARY

*(Excludes applicable Sales Tax ■ Service Solution Valid for 45 Days)*

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
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#### Recurring Annual Investment

##### FIRE ALARM ADVANCED SERVICE OFFER

###### EDWARDS FIRE ALARM SYSTEM EST3

Fire Alarm Battery Test (each)	4	Annual
Annunciator	1	Annual
Smoke Sensor Addressable	7	Annual
Heat Detector Restorable	7	Annual
Duct Sensor Addressable	2	Annual
Pull Station	16	Annual
Audio-Visual Notification Conventional	95	Annual
Remote Power Supply/NAC Extender	1	Annual
Main Fire Alarm Panel	1	Annual

##### FIRE ALARM ADVANCED SERVICE OFFER Total:

\$1,325.00

##### SPRINKLER BASIC SERVICE OFFER

###### WET SPRINKLER SYSTEM

Wet System Test & Inspect (Includes Tamper, Flow, Gate Valve, Fire Dept Connection Plastic Caps, Valve Trim & Main Drain Valve)	2	Annual
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##### SPRINKLER BASIC SERVICE OFFER Total:

\$329.00

##### SPRINKLER BASIC SERVICE OFFER

###### BACKFLOW SYSTEM

Backflow Preventer-Domestic	1	Annual
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##### SPRINKLER BASIC SERVICE OFFER Total:

\$71.00



## SERVICE SOLUTION

Total Recurring Annual Investment:

\$1,725.00



## SERVICE SOLUTION

**Customer:****Bullitt County Board Of Education****Date: 28-JAN-19****Proposal #:663550****Term:01-DEC-18 to 30-NOV-19****Billing Customer:**

Bullitt County Board Of Education

1040 Highway 44 E

SHEPHERDSVILLE, KY 40165-6122

**Service Location:**

Bullitt County Board Of Education Old Mill ES

11540 Hwy 44 E

Old Mill Elementary

MOUNT WASHINGTON, KY 40047-7214

**Johnson Controls Fire Protection LP****Sales Representative:**

JOHN E WATERBURY

10610 Bluegrass Pkwy

LOUISVILLE, KY 40299-2212

john.waterbury@jci.com

### INVESTMENT SUMMARY

*(Excludes applicable Sales Tax ■ Service Solution Valid for 45 Days)*

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
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**Recurring Annual Investment****FIRE ALARM ADVANCED SERVICE OFFER****SIMPLEX 4100U SYSTEM**

Main Fire Alarm Panel	1	Annual
Fire Alarm Battery Test (each)	2	Annual
Annunciator	1	Annual
Smoke Sensor Addressable	72	Annual
Pull Station	12	Annual
Audio-Visual Unit Addressable	39	Annual
Door Holder	6	Annual

**FIRE ALARM ADVANCED SERVICE OFFER Total:****\$2,379.00****SPRINKLER BASIC SERVICE OFFER****WET SPRINKLER SYSTEM**

Wet System Test & Inspect (Includes Tamper, Flow, Gate Valve, Fire Dept Connection Plastic Caps, Valve Trim & Main Drain Valve)	1	Annual
Post Indicator Valve	1	Annual

**SPRINKLER BASIC SERVICE OFFER Total:****\$212.00****SPRINKLER BASIC SERVICE OFFER****BACKFLOW SYSTEM**

Backflow Preventer-Domestic	1	Annual
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**SPRINKLER BASIC SERVICE OFFER Total:****\$71.00****Total Recurring Annual Investment:****\$2,662.00**



## SERVICE SOLUTION



## SERVICE SOLUTION

**Customer:**  
**Bullitt County Board Of Education**  
**Date: 28-JAN-19**  
**Proposal #:663550**  
**Term:01-DEC-18 to 30-NOV-19**

**Billing Customer:**  
Bullitt County Board Of Education  
1040 Highway 44 E  
SHEPHERDSVILLE, KY 40165-6122

**Service Location:**  
Bullitt County Board Of Education Bullitt Central  
1330 Highway 44 E  
Bullitt Central HS  
SHEPHERDSVILLE, KY 40165-7180

**Johnson Controls Fire Protection LP**  
**Sales Representative:**  
JOHN E WATERBURY  
10610 Bluegrass Pkwy  
LOUISVILLE, KY 40299-2212  
john.waterbury@jci.com

### INVESTMENT SUMMARY

*(Excludes applicable Sales Tax ■ Service Solution Valid for 45 Days)*

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
<b>Recurring Annual Investment</b>			
FIRE ALARM ADVANCED SERVICE OFFER			
SIMPLEX 4100U SYSTEM			
Main Fire Alarm Panel	1	Annual	
Fire Alarm Battery Test (each)	8	Annual	
Annunciator	1	Annual	
Smoke Sensor Addressable	6	Annual	
Pull Station	35	Annual	
Audio-Visual Notification Conventional	223	Annual	
Door Holder	14	Annual	
Remote Power Supply/NAC Extender	3	Annual	
<b>FIRE ALARM ADVANCED SERVICE OFFER Total:</b>			<b>\$2,384.00</b>
SPRINKLER BASIC SERVICE OFFER			
WET SPRINKLER SYSTEM			
Wet System Test & Inspect (Includes Tamper, Flow, Gate Valve, Fire Dept Connection Plastic Caps, Valve Trim & Main Drain Valve)	4	Annual	
Post Indicator Valve	1	Annual	
<b>SPRINKLER BASIC SERVICE OFFER Total:</b>			<b>\$639.00</b>
SPRINKLER BASIC SERVICE OFFER			
HYDRANT SYSTEM			
Hydrant Test & Inspect	1	Annual	
<b>SPRINKLER BASIC SERVICE OFFER Total:</b>			<b>\$23.00</b>
SPRINKLER BASIC SERVICE OFFER			
BACKFLOW SYSTEM			



## SERVICE SOLUTION

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
Backflow Preventer-Domestic	1	Annual	
SPRINKLER BASIC SERVICE OFFER Total:			\$71.00
Total Recurring Annual Investment:			\$3,117.00





## SERVICE SOLUTION

**Customer:**  
**Bullitt County Board Of Education**  
**Date: 28-JAN-19**  
**Proposal #:663550**  
**Term:01-DEC-18 to 30-NOV-19**

**Billing Customer:**  
Bullitt County Board Of Education  
1040 Highway 44 E  
SHEPHERDSVILLE, KY 40165-6122

**Service Location:**  
Bullitt County Board Of Education Technical Ctr  
395 High School Dr  
SHEPHERDSVILLE, KY 40165-7119

**Johnson Controls Fire Protection LP**  
**Sales Representative:**  
JOHN E WATERBURY  
10610 Bluegrass Pkwy  
LOUISVILLE, KY 40299-2212  
john.waterbury@jci.com

### INVESTMENT SUMMARY

*(Excludes applicable Sales Tax ■ Service Solution Valid for 45 Days)*

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
<b>Recurring Annual Investment</b>			
FIRE ALARM ADVANCED SERVICE OFFER			
SIMPLEX 4007ES FIRE ALARM PANEL			
Fire Alarm Battery Test (each)	2	Annual	
Heat Detector Restorable	4	Annual	
Duct Sensor Addressable	8	Annual	
Audio-Visual Unit Addressable	8	Annual	
Main Fire Alarm Panel	1	Annual	
<b>FIRE ALARM ADVANCED SERVICE OFFER Total:</b>			<b>\$536.00</b>
SPRINKLER BASIC SERVICE OFFER			
WET SPRINKLER SYSTEM			
Control valve	1	Annual	
Wet System Test & Inspect (Includes Tamper, Flow, Gate Valve, Fire Dept Connection Plastic Caps, Valve Trim & Main Drain Valve)	1	Annual	
<b>SPRINKLER BASIC SERVICE OFFER Total:</b>			<b>\$206.00</b>
SPRINKLER BASIC SERVICE OFFER			
HYDRANT SYSTEM			
Hydrant Test & Inspect	1	Annual	
<b>SPRINKLER BASIC SERVICE OFFER Total:</b>			<b>\$23.00</b>
SPRINKLER BASIC SERVICE OFFER			
BACKFLOW SYSTEM			
Backflow Preventer-Domestic	1	Annual	
<b>SPRINKLER BASIC SERVICE OFFER Total:</b>			<b>\$71.00</b>



## SERVICE SOLUTION

Total Recurring Annual Investment:

\$836.00



## SERVICE SOLUTION

**Customer:**  
**Bullitt County Board Of Education**  
**Date: 28-JAN-19**  
**Proposal #:663550**  
**Term:01-DEC-18 to 30-NOV-19**

**Billing Customer:**  
Bullitt County Board Of Education  
1040 Highway 44 E  
SHEPHERDSVILLE, KY 40165-6122

**Service Location:**  
Bullitt County Board of Education Bullitt East HS  
11450 Hwy 44 E  
Po Box 69  
MOUNT WASHINGTON, KY 40047-0069

**Johnson Controls Fire Protection LP**  
**Sales Representative:**  
JOHN E WATERBURY  
10610 Bluegrass Pkwy  
LOUISVILLE, KY 40299-2212  
john.waterbury@jci.com

### INVESTMENT SUMMARY

*(Excludes applicable Sales Tax ■ Service Solution Valid for 45 Days)*

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
<b>Recurring Annual Investment</b>			
FIRE ALARM ADVANCED SERVICE OFFER			
SIMPLEX 4100ES FIRE ALARM PANEL			
Main Fire Alarm Panel	1	Annual	
Fire Alarm Battery Test (each)	4	Annual	
Annunciator	2	Annual	
Smoke Sensor Addressable	6	Annual	
Duct Sensor Addressable	3	Annual	
Pull Station	39	Annual	
Audio-Visual Notification Conventional	142	Annual	
Door Holder	44	Annual	
Remote Power Supply/NAC Extender	1	Annual	
<b>FIRE ALARM ADVANCED SERVICE OFFER Total:</b>			<b>\$2,404.00</b>
SPRINKLER BASIC SERVICE OFFER			
WET SPRINKLER SYSTEM			
Wet System Test & Inspect (Includes Tamper, Flow, Gate Valve, Fire Dept Connection Plastic Caps, Valve Trim & Main Drain Valve)	3	Annual	
Post Indicator Valve	1	Annual	
<b>SPRINKLER BASIC SERVICE OFFER Total:</b>			<b>\$497.00</b>
SPRINKLER BASIC SERVICE OFFER			
HYDRANT SYSTEM			
Hydrant Test & Inspect	2	Annual	
<b>SPRINKLER BASIC SERVICE OFFER Total:</b>			<b>\$46.00</b>
SPRINKLER BASIC SERVICE OFFER			



## SERVICE SOLUTION

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
BACKFLOW SYSTEM Backflow Preventer-Domestic	2	Annual	
SPRINKLER BASIC SERVICE OFFER Total:			\$142.00
Total Recurring Annual Investment:			\$3,089.00



## SERVICE SOLUTION

**Customer:**  
**Bullitt County Board Of Education**  
**Date: 28-JAN-19**  
**Proposal #:663550**  
**Term:01-DEC-18 to 30-NOV-19**

**Billing Customer:**  
Bullitt County Board Of Education  
1040 Highway 44 E  
SHEPHERDSVILLE, KY 40165-6122

**Service Location:**  
Riverview Opportunity Center  
Bullitt Co Day Treatment  
381 High School Dr  
SHEPHERDSVILLE, KY 40165-7119

**Johnson Controls Fire Protection LP**  
**Sales Representative:**  
JOHN E WATERBURY  
10610 Bluegrass Pkwy  
LOUISVILLE, KY 40299-2212  
john.waterbury@jci.com

### INVESTMENT SUMMARY

*(Excludes applicable Sales Tax ■ Service Solution Valid for 45 Days)*

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
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#### Recurring Annual Investment

##### FIRE ALARM ADVANCED SERVICE OFFER

##### SIMPLEX PROG 4010 SYSTEM

Fire Alarm Battery Test (each)	4	Annual
Smoke Sensor Addressable	13	Annual
Duct Sensor Addressable	3	Annual
Pull Station	12	Annual
Audio-Visual Unit Addressable	42	Annual
Door Holder	3	Annual
Remote Power Supply/NAC Extender	1	Annual
Main Fire Alarm Panel	1	Annual

**FIRE ALARM ADVANCED SERVICE OFFER Total:**

\$1,055.00

**Total Recurring Annual Investment:**

**\$1,055.00**



## SERVICE SOLUTION

**Customer:**  
**Bullitt County Board Of Education**  
**Date: 28-JAN-19**  
**Proposal #:663550**  
**Term:01-DEC-18 to 30-NOV-19**

**Billing Customer:**  
Bullitt County Board Of Education  
1040 Highway 44 E  
SHEPHERDSVILLE, KY 40165-6122

**Service Location:**  
Freedom Elementary School  
4682 N Preston Hwy  
SHEPHERDSVILLE, KY 40165-9482

**Johnson Controls Fire Protection LP**  
**Sales Representative:**  
JOHN E WATERBURY  
10610 Bluegrass Pkwy  
LOUISVILLE, KY 40299-2212  
john.waterbury@jci.com

### INVESTMENT SUMMARY

*(Excludes applicable Sales Tax ■ Service Solution Valid for 45 Days)*

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
<b>Recurring Annual Investment</b>			
FIRE ALARM ADVANCED SERVICE OFFER			
NOTIFIER FIRE ALARM SYSTEM			
AFP200			
Fire Alarm Battery Test (each)	6	Annual	
Digital Alarm Communicator Transmitter (DACT)	1	Annual	
Annunciator	1	Annual	
Smoke Detector Conventional	25	Annual	
Heat Detector Restorable	1	Annual	
Pull Station	15	Annual	
Audio-Visual Notification Conventional	84	Annual	
Elevator Recall	2	Annual	
Door Holder	10	Annual	
Remote Power Supply/NAC Extender	2	Annual	
Main Fire Alarm Panel	1	Annual	
<b>FIRE ALARM ADVANCED SERVICE OFFER Total:</b>			<b>\$2,152.00</b>
SPRINKLER BASIC SERVICE OFFER			
WET SPRINKLER SYSTEM			
Wet System Test & Inspect (Includes Tamper, Flow, Gate Valve, Fire Dept Connection Plastic Caps, Valve Trim & Main Drain Valve)	2	Annual	
<b>SPRINKLER BASIC SERVICE OFFER Total:</b>			<b>\$329.00</b>
SPRINKLER BASIC SERVICE OFFER			
HYDRANT SYSTEM			



## SERVICE SOLUTION

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
Hydrant Test & Inspect	1	Annual	
SPRINKLER BASIC SERVICE OFFER Total:			\$23.00
SPRINKLER BASIC SERVICE OFFER BACKFLOW SYSTEM			
Backflow Preventer-Domestic	1	Annual	
SPRINKLER BASIC SERVICE OFFER Total:			\$71.00
Total Recurring Annual Investment:			\$2,575.00



## SERVICE SOLUTION

**Customer:**  
**Bullitt County Board Of Education**  
**Date: 28-JAN-19**  
**Proposal #:663550**  
**Term:01-DEC-18 to 30-NOV-19**

**Billing Customer:**  
Bullitt County Board Of Education  
1040 Highway 44 E  
SHEPHERDSVILLE, KY 40165-6122

**Service Location:**  
Bullitt Co Adult Learning Ctr  
1470 Highway 44 E  
SHEPHERDSVILLE, KY 40165-0000

**Johnson Controls Fire Protection LP**  
**Sales Representative:**  
JOHN E WATERBURY  
10610 Bluegrass Pkwy  
LOUISVILLE, KY 40299-2212  
john.waterbury@jci.com

### INVESTMENT SUMMARY

*(Excludes applicable Sales Tax ■ Service Solution Valid for 45 Days)*

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
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#### Recurring Annual Investment

FIRE ALARM ADVANCED SERVICE OFFER  
MULTI-VENDOR OTHER NON  
PROGRAMMABLE  
Smoke Detector Conventional

5

Annual

**FIRE ALARM ADVANCED SERVICE OFFER Total:**

\$150.00

**Total Recurring Annual Investment:**

**\$150.00**





## SERVICE SOLUTION

**Customer:**  
**Bullitt County Board Of Education**  
**Date: 28-JAN-19**  
**Proposal #:663550**  
**Term:01-DEC-18 to 30-NOV-19**

**Billing Customer:**  
Bullitt County Board Of Education  
1040 Highway 44 E  
SHEPHERDSVILLE, KY 40165-6122

**Service Location:**  
Bullitt Co Bus Garage  
1148 C Hwy 44 East  
SHEPHERDSVILLE, KY 40165-7121

**Johnson Controls Fire Protection LP**  
**Sales Representative:**  
JOHN E WATERBURY  
10610 Bluegrass Pkwy  
LOUISVILLE, KY 40299-2212  
john.waterbury@jci.com

### INVESTMENT SUMMARY

*(Excludes applicable Sales Tax ■ Service Solution Valid for 45 Days)*

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
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#### Recurring Annual Investment

##### FIRE ALARM ADVANCED SERVICE OFFER

###### SIMPLEX PROG 4010 SYSTEM

Fire Alarm Battery Test (each)	2	Annual
Smoke Sensor Addressable	3	Annual
Pull Station	4	Annual
Audio-Visual Notification Conventional	13	Annual
Main Fire Alarm Panel	1	Annual

##### FIRE ALARM ADVANCED SERVICE OFFER Total:

\$521.00

##### SPRINKLER BASIC SERVICE OFFER

###### WET SPRINKLER SYSTEM

Wet System Test & Inspect (Includes Tamper, Flow, Gate Valve, Fire Dept Connection Plastic Caps, Valve Trim & Main Drain Valve)	1	Annual
Post Indicator Valve	1	Annual

##### SPRINKLER BASIC SERVICE OFFER Total:

\$212.00

##### SPRINKLER BASIC SERVICE OFFER

###### HYDRANT SYSTEM

Hydrant Test & Inspect	2	Annual
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##### SPRINKLER BASIC SERVICE OFFER Total:

\$46.00

#### Total Recurring Annual Investment:

**\$779.00**



## SERVICE SOLUTION

**Customer:**  
**Bullitt County Board Of Education**  
**Date: 28-JAN-19**  
**Proposal #:663550**  
**Term:01-DEC-18 to 30-NOV-19**

**Billing Customer:**  
Bullitt County Board Of Education  
1040 Highway 44 E  
SHEPHERDSVILLE, KY 40165-6122

**Service Location:**  
Shepherdsville Elementary  
527 W Bluelick Road  
SHEPHERDSVILLE, KY 40165-7915

**Johnson Controls Fire Protection LP**  
**Sales Representative:**  
JOHN E WATERBURY  
10610 Bluegrass Pkwy  
LOUISVILLE, KY 40299-2212  
john.waterbury@jci.com

### INVESTMENT SUMMARY

*(Excludes applicable Sales Tax ■ Service Solution Valid for 45 Days)*

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
<b>Recurring Annual Investment</b>			
FIRE ALARM ADVANCED SERVICE OFFER			
EDWARDS FIRE ALARM SYSTEM QUICKSTART			
Fire Alarm Battery Test (each)	6	Annual	
Smoke Sensor Addressable	30	Annual	
Heat Detector Restorable	13	Annual	
Pull Station	25	Annual	
Audio-Visual Unit Addressable	124	Annual	
Elevator Recall	1	Annual	
Door Holder	8	Annual	
Remote Power Supply/NAC Extender	2	Annual	
Main Fire Alarm Panel	1	Annual	
<b>FIRE ALARM ADVANCED SERVICE OFFER Total:</b>			<b>\$2,092.00</b>
SPRINKLER BASIC SERVICE OFFER			
WET SPRINKLER SYSTEM			
Wet System Test & Inspect (Includes Tamper, Flow, Gate Valve, Fire Dept Connection Plastic Caps, Valve Trim & Main Drain Valve)	2	Annual	
<b>SPRINKLER BASIC SERVICE OFFER Total:</b>			<b>\$329.00</b>
SPRINKLER BASIC SERVICE OFFER			
BACKFLOW SYSTEM			
Backflow Preventer-Domestic	1	Annual	
<b>SPRINKLER BASIC SERVICE OFFER Total:</b>			<b>\$71.00</b>
SPRINKLER BASIC SERVICE OFFER			



## SERVICE SOLUTION

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
HYDRANT SYSTEM Hydrant Test & Inspect	1	Annual	
SPRINKLER BASIC SERVICE OFFER Total:			\$23.00
Total Recurring Annual Investment:			\$2,515.00



## SERVICE SOLUTION

**Customer:**  
**Bullitt County Board Of Education**  
**Date: 28-JAN-19**  
**Proposal #:663550**  
**Term:01-DEC-18 to 30-NOV-19**

**Billing Customer:**  
Bullitt County Board Of Education  
1040 Highway 44 E  
SHEPHERDSVILLE, KY 40165-6122

**Service Location:**  
Eastside Middle School  
6925 Hwy 44 East  
MOUNT WASHINGTON, KY 40047-5737

**Johnson Controls Fire Protection LP**  
**Sales Representative:**  
JOHN E WATERBURY  
10610 Bluegrass Pkwy  
LOUISVILLE, KY 40299-2212  
john.waterbury@jci.com

### INVESTMENT SUMMARY

*(Excludes applicable Sales Tax ■ Service Solution Valid for 45 Days)*

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
<b>Recurring Annual investment</b>			
FIRE ALARM ADVANCED SERVICE OFFER			
SIEMENS PROGRAMMABLE FIRE ALARM SYS			
Fire Alarm Battery Test (each)	4	Annual	
Annunciator	1	Annual	
Smoke Sensor Addressable	65	Annual	
Heat Detector Restorable	5	Annual	
Duct Sensor Addressable	3	Annual	
Pull Station	25	Annual	
Audio-Visual Notification Conventional	154	Annual	
Door Holder	8	Annual	
Remote Power Supply/NAC Extender	1	Annual	
Main Fire Alarm Panel	1	Annual	
<b>FIRE ALARM ADVANCED SERVICE OFFER Total:</b>			<b>\$3,186.00</b>
SPRINKLER BASIC SERVICE OFFER			
WET SPRINKLER SYSTEM			
Wet System Test & Inspect (Includes Tamper, Flow, Gate Valve, Fire Dept Connection Plastic Caps, Valve Trim & Main Drain Valve)	2	Annual	
<b>SPRINKLER BASIC SERVICE OFFER Total:</b>			<b>\$329.00</b>
SPRINKLER BASIC SERVICE OFFER			
HYDRANT SYSTEM			
Hydrant Test & Inspect	2	Annual	
<b>SPRINKLER BASIC SERVICE OFFER Total:</b>			<b>\$46.00</b>



## SERVICE SOLUTION

Total Recurring Annual Investment:

\$3,561.00



## SERVICE SOLUTION

**Customer:**  
**Bullitt County Board Of Education**  
**Date: 28-JAN-19**  
**Proposal #:663550**  
**Term:01-DEC-18 to 30-NOV-19**

**Billing Customer:**  
Bullitt County Board Of Education  
1040 Highway 44 E  
SHEPHERDSVILLE, KY 40165-6122

**Service Location:**  
Crossroads Elementary  
156 Erin Circle  
MOUNT WASHINGTON, KY 40047-6113

**Johnson Controls Fire Protection LP**  
**Sales Representative:**  
JOHN E WATERBURY  
10610 Bluegrass Pkwy  
LOUISVILLE, KY 40299-2212  
john.waterbury@jci.com

### INVESTMENT SUMMARY

*(Excludes applicable Sales Tax ■ Service Solution Valid for 45 Days)*

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
<b>Recurring Annual Investment</b>			
<b>FIRE ALARM ADVANCED SERVICE OFFER</b>			
SIMPLEX PROG 4010 SYSTEM			
Fire Alarm Battery Test (each)	6	Annual	
Annunciator	1	Annual	
Smoke Sensor Addressable	7	Annual	
Duct Sensor Addressable	5	Annual	
Pull Station	25	Annual	
Audio-Visual Notification Conventional	145	Annual	
Door Holder	4	Annual	
Remote Power Supply/NAC Extender	2	Annual	
Main Fire Alarm Panel	1	Annual	
<b>FIRE ALARM ADVANCED SERVICE OFFER Total:</b>			<b>\$1,775.00</b>
<b>SPRINKLER BASIC SERVICE OFFER</b>			
WET SPRINKLER SYSTEM			
Wet System Test & Inspect (Includes Tamper, Flow, Gate Valve, Fire Dept Connection Plastic Caps, Valve Trim & Main Drain Valve)	2	Annual	
Post Indicator Valve	1	Annual	
<b>SPRINKLER BASIC SERVICE OFFER Total:</b>			<b>\$354.00</b>
<b>SPRINKLER BASIC SERVICE OFFER</b>			
FIRE PUMP SYSTEM			
Fire Pump < 750 - Electric	1	Annual	
<b>SPRINKLER BASIC SERVICE OFFER Total:</b>			<b>\$525.00</b>
<b>SPRINKLER BASIC SERVICE OFFER</b>			



## SERVICE SOLUTION

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
HYDRANT SYSTEM Hydrant Test & Inspect	2	Annual	
SPRINKLER BASIC SERVICE OFFER Total:			\$46.00
Total Recurring Annual Investment:			\$2,700.00



## **SERVICE SOLUTION**

### **SUMMARY OF SERVICES**

#### **FIRE ALARM ADVANCED SERVICE OFFER - NOTIFIER AFP2/400 SYSTEM**

##### **TEST AND INSPECTION:**

Inspections and diagnostic tests for the accessible peripheral devices listed and currently connected to the facility fire alarm system. Tests will be scheduled in advance. Includes smoke cleaning and sensitivity testing. 20% discount on T & M labor. 10% discount on system parts (panel and peripherals).

Unless otherwise specified herein, batteries installed within wireless initiating and notification peripheral devices are not covered under this agreement. Replacement of such batteries will be at an additional cost.

##### **DOCUMENTATION:**

Accessible components and devices logged for:

Location of each device tested, including system address or zone location

Test results and applicable voltage readings

any discrepancies found noted

Inspection documentation provided to Customer's representative. NOTE: Certain additional services may be required by the Authority Having Jurisdiction. AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted services are in compliance with these requirements.

#### **FIRE ALARM ADVANCED SERVICE OFFER - SIMPLEX 4007ES FIRE ALARM PANEL**

##### **TEST AND INSPECTION:**

Inspections and diagnostic tests for the accessible peripheral devices listed and currently connected to the facility fire alarm system. Tests will be scheduled in advance. Includes smoke cleaning and sensitivity testing. 20% discount on T & M labor. 10% discount on system parts (panel and peripherals).

Unless otherwise specified herein, batteries installed within wireless initiating and notification peripheral devices are not covered under this agreement. Replacement of such batteries will be at an additional cost.

##### **DOCUMENTATION:**

Accessible components and devices logged for:

Location of each device tested, including system address or zone location

Test results and applicable voltage readings

any discrepancies found noted

Inspection documentation provided to Customer's representative. NOTE: Certain additional services may be required by the Authority Having Jurisdiction. AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted services are in compliance with these requirements.

#### **FIRE ALARM ADVANCED SERVICE OFFER - SIMPLEX 4100ES FIRE ALARM PANEL**

##### **TEST AND INSPECTION:**

Inspections and diagnostic tests for the accessible peripheral devices listed and currently connected to the facility fire alarm system. Tests will be scheduled in advance. Includes smoke cleaning and sensitivity testing. 20% discount on T & M labor. 10% discount on system parts (panel and peripherals).

Unless otherwise specified herein, batteries installed within wireless initiating and notification peripheral devices are not covered under this agreement. Replacement of such batteries will be at an additional cost.

##### **DOCUMENTATION:**

Accessible components and devices logged for:





## SERVICE SOLUTION

Location of each device tested, including system address or zone location

Test results and applicable voltage readings

any discrepancies found noted

Inspection documentation provided to Customer's representative. NOTE: Certain additional services may be required by the Authority Having Jurisdiction. AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted services are in compliance with these requirements.

### **FIRE ALARM ADVANCED SERVICE OFFER - MULTI-VENDOR OTHER NON PROGRAMMABLE**

#### **TEST AND INSPECTION:**

Inspections and diagnostic tests for the accessible peripheral devices listed and currently connected to the facility fire alarm system. Tests will be scheduled in advance. Includes smoke cleaning and sensitivity testing. 20% discount on T & M labor. 10% discount on system parts (panel and peripherals).

Unless otherwise specified herein, batteries installed within wireless initiating and notification peripheral devices are not covered under this agreement. Replacement of such batteries will be at an additional cost.

#### **DOCUMENTATION:**

Accessible components and devices logged for:

Location of each device tested, including system address or zone location

Test results and applicable voltage readings

any discrepancies found noted

Inspection documentation provided to Customer's representative. NOTE: Certain additional services may be required by the Authority Having Jurisdiction. AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted services are in compliance with these requirements.

### **FIRE ALARM ADVANCED SERVICE OFFER - EDWARDS FIRE ALARM SYSTEM QUICKSTART**

#### **TEST AND INSPECTION:**

Inspections and diagnostic tests for the accessible peripheral devices listed and currently connected to the facility fire alarm system. Tests will be scheduled in advance. Includes smoke cleaning and sensitivity testing. 20% discount on T & M labor. 10% discount on system parts (panel and peripherals).

Unless otherwise specified herein, batteries installed within wireless initiating and notification peripheral devices are not covered under this agreement. Replacement of such batteries will be at an additional cost.

#### **DOCUMENTATION:**

Accessible components and devices logged for:

Location of each device tested, including system address or zone location

Test results and applicable voltage readings

any discrepancies found noted

Inspection documentation provided to Customer's representative. NOTE: Certain additional services may be required by the Authority Having Jurisdiction. AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted services are in compliance with these requirements.

### **FIRE ALARM ADVANCED SERVICE OFFER - EDWARDS FIRE ALARM SYSTEM EST3**

#### **TEST AND INSPECTION:**



## SERVICE SOLUTION

Inspections and diagnostic tests for the accessible peripheral devices listed and currently connected to the facility fire alarm system. Tests will be scheduled in advance. Includes smoke cleaning and sensitivity testing. 20% discount on T & M labor. 10% discount on system parts (panel and peripherals).

Unless otherwise specified herein, batteries installed within wireless initiating and notification peripheral devices are not covered under this agreement. Replacement of such batteries will be at an additional cost.

### DOCUMENTATION:

Accessible components and devices logged for:

Location of each device tested, including system address or zone location

Test results and applicable voltage readings

any discrepancies found noted

Inspection documentation provided to Customer's representative. NOTE: Certain additional services may be required by the Authority Having Jurisdiction. AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted services are in compliance with these requirements.

## FIRE ALARM ADVANCED SERVICE OFFER - SIMPLEX PROG 4010 SYSTEM

### TEST AND INSPECTION:

Inspections and diagnostic tests for the accessible peripheral devices listed and currently connected to the facility fire alarm system. Tests will be scheduled in advance. Includes smoke cleaning and sensitivity testing. 20% discount on T & M labor. 10% discount on system parts (panel and peripherals).

Unless otherwise specified herein, batteries installed within wireless initiating and notification peripheral devices are not covered under this agreement. Replacement of such batteries will be at an additional cost.

### DOCUMENTATION:

Accessible components and devices logged for:

Location of each device tested, including system address or zone location

Test results and applicable voltage readings

any discrepancies found noted

Inspection documentation provided to Customer's representative. NOTE: Certain additional services may be required by the Authority Having Jurisdiction. AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted services are in compliance with these requirements.

## FIRE ALARM ADVANCED SERVICE OFFER - SIMPLEX PROG 4100U SYSTEM

### TEST AND INSPECTION:

Inspections and diagnostic tests for the accessible peripheral devices listed and currently connected to the facility fire alarm system. Tests will be scheduled in advance. Includes smoke cleaning and sensitivity testing. 20% discount on T & M labor. 10% discount on system parts (panel and peripherals).

Unless otherwise specified herein, batteries installed within wireless initiating and notification peripheral devices are not covered under this agreement. Replacement of such batteries will be at an additional cost.

### DOCUMENTATION:

Accessible components and devices logged for:

Location of each device tested, including system address or zone location

Test results and applicable voltage readings

any discrepancies found noted

Inspection documentation provided to Customer's representative. NOTE: Certain additional services may be required by the Authority Having Jurisdiction. AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable



## SERVICE SOLUTION

codes and references in order to ensure that contracted services are in compliance with these requirements.

### **FIRE ALARM ADVANCED SERVICE OFFER - SIMPLEX 4004/4005 SYSTEM**

#### **TEST AND INSPECTION:**

Inspections and diagnostic tests for the accessible peripheral devices listed and currently connected to the facility fire alarm system. Tests will be scheduled in advance. Includes smoke cleaning and sensitivity testing. 20% discount on T & M labor. 10% discount on system parts (panel and peripherals).

Unless otherwise specified herein, batteries installed within wireless initiating and notification peripheral devices are not covered under this agreement. Replacement of such batteries will be at an additional cost.

#### **DOCUMENTATION:**

Accessible components and devices logged for:

Location of each device tested, including system address or zone location

Test results and applicable voltage readings

any discrepancies found noted

Inspection documentation provided to Customer's representative. NOTE: Certain additional services may be required by the Authority Having Jurisdiction. AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted services are in compliance with these requirements.

### **FIRE ALARM ADVANCED SERVICE OFFER - SIEMENS PROGRAMMABLE FIRE ALARM SYS**

#### **TEST AND INSPECTION:**

Inspections and diagnostic tests for the accessible peripheral devices listed and currently connected to the facility fire alarm system. Tests will be scheduled in advance. Includes smoke cleaning and sensitivity testing. 20% discount on T & M labor. 10% discount on system parts (panel and peripherals).

Unless otherwise specified herein, batteries installed within wireless initiating and notification peripheral devices are not covered under this agreement. Replacement of such batteries will be at an additional cost.

#### **DOCUMENTATION:**

Accessible components and devices logged for:

Location of each device tested, including system address or zone location

Test results and applicable voltage readings

any discrepancies found noted

Inspection documentation provided to Customer's representative. NOTE: Certain additional services may be required by the Authority Having Jurisdiction. AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted services are in compliance with these requirements.

### **FIRE ALARM ADVANCED SERVICE OFFER - EDWARDS PROGRAMMABLE FIRE ALARM SYS**

#### **TEST AND INSPECTION:**

Inspections and diagnostic tests for the accessible peripheral devices listed and currently connected to the facility fire alarm system. Tests will be scheduled in advance. Includes smoke cleaning and sensitivity testing. 20% discount on T & M labor. 10% discount on system parts (panel and peripherals).

Unless otherwise specified herein, batteries installed within wireless initiating and notification peripheral devices are not covered under this agreement. Replacement of such batteries will be at an additional cost.



## SERVICE SOLUTION

### DOCUMENTATION:

Accessible components and devices logged for:

Location of each device tested, including system address or zone location

Test results and applicable voltage readings

any discrepancies found noted

Inspection documentation provided to Customer's representative. NOTE: Certain additional services may be required by the Authority Having Jurisdiction. AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted services are in compliance with these requirements.

### **FIRE ALARM ADVANCED SERVICE OFFER - EDWARDS FIRE ALARM SYSTEM EST2**

#### TEST AND INSPECTION:

Inspections and diagnostic tests for the accessible peripheral devices listed and currently connected to the facility fire alarm system. Tests will be scheduled in advance. Includes smoke cleaning and sensitivity testing. 20% discount on T & M labor. 10% discount on system parts (panel and peripherals).

Unless otherwise specified herein, batteries installed within wireless initiating and notification peripheral devices are not covered under this agreement. Replacement of such batteries will be at an additional cost.

### DOCUMENTATION:

Accessible components and devices logged for:

Location of each device tested, including system address or zone location

Test results and applicable voltage readings

any discrepancies found noted

Inspection documentation provided to Customer's representative. NOTE: Certain additional services may be required by the Authority Having Jurisdiction. AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted services are in compliance with these requirements.

### **FIRE ALARM BASIC SERVICE OFFER - MULTI-VENDOR OTHER NON PROGRAMMABLE**

#### TEST AND INSPECTION:

Inspections and diagnostic tests for the accessible peripheral devices listed and currently connected to the facility fire alarm system. Tests will be scheduled in advance. System labor discount on parts and peripherals of 10%.

Unless otherwise specified herein, batteries installed within wireless initiating and notification peripheral devices are not covered under this agreement. Replacement of such batteries will be at an additional cost.

### DOCUMENTATION:

Accessible components and devices logged for:

Location of each device tested, including system address or zone location

Test results and applicable voltage readings

any discrepancies found noted

Inspection documentation provided to Customer's representative. NOTE: Certain additional services may be required by the Authority Having Jurisdiction. AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted services are in compliance with these requirements.

### **SPRINKLER BASIC SERVICE OFFER - FIRE HOSE SYSTEM**

#### TEST AND INSPECTION:

Inspections and diagnostic tests for the accessible fire sprinkler devices listed and currently connected to fire sprinkler system. Tests will be scheduled in advance. Labor discount if bundled with Fire Alarm Service Offer (10%



## SERVICE SOLUTION

with FA Basic), (20% with Advance, Precision, or Comprehensive).

### DOCUMENTATION:

Accessible components and devices logged for:

Test results

Any discrepancies found noted

Inspection documentation provided to Customer. NOTE: Certain additional services may be required by the Authority Having Jurisdiction. AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted Services fulfill requirements.

Inspect for accessibility, physical damage, and missing equipment.

Hose valves each to be inspected for damage, leaks or missing parts and tested by opening and closing the the valves.

### SPRINKLER BASIC SERVICE OFFER - WET SPRINKLER SYSTEM

#### TEST AND INSPECTION:

Inspections and diagnostic tests for the accessible fire sprinkler devices listed and currently connected to fire sprinkler system. Tests will be scheduled in advance. Labor discount if bundled with Fire Alarm Service Offer (10% with FA Basic), (20% with Advance, Precision, or Comprehensive).

#### DOCUMENTATION:

Accessible components and devices logged for:

Test results

Any discrepancies found noted

Inspection documentation provided to Customer. NOTE: Certain additional services may be required by the Authority Having Jurisdiction. AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted Services fulfill requirements.

Annual Wet pipe sprinkler test & inspect includes inspecting gauges, systems valves, components and signs; operating control valves; testing tamper and flow switches, and local alarms and signals; opening main drain to record static and residual pressures; inspecting the fire department connection; and doing a building walkthrough to visually inspect sprinklers, piping, fittings and hangers from the floor level.

Each control valve is operated in its full range and lubricated annually. Drain test is conducted after opening

Each control valve is operated in its full range and lubricated annually. Drain test is conducted after opening

Valves to be closed and reopened annually. Check target for proper indication. After this is done a main drain test is run to insure it is fully open.

### SPRINKLER BASIC SERVICE OFFER - HYDRANT SYSTEM

#### TEST AND INSPECTION:

Inspections and diagnostic tests for the accessible fire sprinkler devices listed and currently connected to fire sprinkler system. Tests will be scheduled in advance. Labor discount if bundled with Fire Alarm Service Offer (10% with FA Basic), (20% with Advance, Precision, or Comprehensive).

#### DOCUMENTATION:

Accessible components and devices logged for:



## SERVICE SOLUTION

### Test results

Any discrepancies found noted

Inspection documentation provided to Customer. NOTE: Certain additional services may be required by the Authority Having Jurisdiction. AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted Services fulfill requirements.

Hydrants to be fully opened and closed annually and flowed until all foreign material is cleared [not less than one minute]. Hydrant is lubricated and checked for proper drainage.

### SPRINKLER BASIC SERVICE OFFER - FIRE PUMP SYSTEM

#### TEST AND INSPECTION:

Inspections and diagnostic tests for the accessible fire sprinkler devices listed and currently connected to fire sprinkler system. Tests will be scheduled in advance. Labor discount if bundled with Fire Alarm Service Offer (10% with FA Basic), (20% with Advance, Precision, or Comprehensive).

#### DOCUMENTATION:

Accessible components and devices logged for:

Test results

Any discrepancies found noted

Inspection documentation provided to Customer. NOTE: Certain additional services may be required by the Authority Having Jurisdiction. AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted Services fulfill requirements.

Annual fire pump test includes: an inspection of the pump equipment (pump, driver, controller, piping, valves, etc.); installing calibrated test gauges (suction & discharge); flowing water thru the test header (header requires the use of a flow device); water is flowed at three critical points: churn (no flow), rated (100%), and peak (150%), the following readings are taken at each point, discharge pressure, suction pressure, RPM's, volts and amps\*; the net pressure is calculated (discharge - suction = net);

\*Volts and amp readings will be recorded only when displayed on the exterior of the controller.

### SPRINKLER BASIC SERVICE OFFER - BACKFLOW SYSTEM

#### TEST AND INSPECTION:

Inspections and diagnostic tests for the accessible fire sprinkler devices listed and currently connected to fire sprinkler system. Tests will be scheduled in advance. Labor discount if bundled with Fire Alarm Service Offer (10% with FA Basic), (20% with Advance, Precision, or Comprehensive).

#### DOCUMENTATION:

Accessible components and devices logged for:

Test results

Any discrepancies found noted

Inspection documentation provided to Customer. NOTE: Certain additional services may be required by the Authority Having Jurisdiction. AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted Services fulfill requirements.

In addition to the forward flow test required, For employees that are certified in backflow preventers, a back flow test meeting the requirements of the local water purveyor is to be performed annually



## SERVICE SOLUTION

### **Customer Portal (Basic)**

Basic Customer Portal functionality will be provided.

### **Electronic Inspection Reporting**

Inspection results performed by our technicians can be captured electronically with or without bar codes and inspection reports are provided to the customer via Email and archived for 24x7 viewing on a customer portal. In addition, dynamic queries can be performed by the customer leveraging the inspection documentation database.

### **System labor discount on parts and peripherals of 20%**

System labor discount on parts and peripherals of 20%

### **System parts discount on parts and peripherals of 10%**

System parts discount on parts and peripherals of 10%

### **Smoke Detector Cleaning - 100% of Devices Annual**

#### **DETECTOR CLEANING SMOKE DETECTORS:**

Accessible smoke detection devices will be cleaned using manufacturer's recommended procedures. Devices may be dismantled to expose the smoke chamber (where applicable.) NOTE: Certain types of analog smoke sensors will be cleaned as needed per panel readings.

### **Smoke Detector Sensitivity Testing - 100% of Devices Annual**

#### **SENSITIVITY TESTING FOR CONVENTIONAL SMOKE DETECTORS:**

Smoke detector sensitivity testing will be performed on smoke detectors. Testing will be performed using UL/ULC approved sensitivity testing equipment. Devices performing outside the listed sensitivity range will be re-cleaned and re-tested, and, if necessary, noted and recommended for replacement. NOTE: Certain types of analog smoke sensors automatically satisfy this testing requirement through sensitivity reports printed from the fire alarm panel. Excludes duct smoke detectors.

### **Smoke Detector Sensitivity Testing - 25% of Devices Annual**

#### **SENSITIVITY TESTING FOR CONVENTIONAL SMOKE DETECTORS:**

Smoke detector sensitivity testing will be performed on smoke detectors. Testing will be performed using UL/ULC approved sensitivity testing equipment. Devices performing outside the listed sensitivity range will be re-cleaned and re-tested, and, if necessary, noted and recommended for replacement. NOTE: Certain types of analog smoke sensors automatically satisfy this testing requirement through sensitivity reports printed from the fire alarm panel. Excludes duct smoke detectors.

### **Smoke Detector Sensitivity Testing - 50% of Devices Annual**

#### **SENSITIVITY TESTING FOR CONVENTIONAL SMOKE DETECTORS:**

Smoke detector sensitivity testing will be performed on smoke detectors. Testing will be performed using UL/ULC approved sensitivity testing equipment. Devices performing outside the listed sensitivity range will be re-cleaned and re-tested, and, if necessary, noted and recommended for replacement. NOTE: Certain types of analog smoke sensors automatically satisfy this testing requirement through sensitivity reports printed from the fire alarm panel.



## SERVICE SOLUTION

Excludes duct smoke detectors.





## **SERVICE SOLUTION**

### **SPECIAL PROVISIONS**

Basic Inspection Reporting

Customer Portal (Basic)

System labor discount on parts and peripherals of 20%

System parts discount on parts and peripherals of 10%



## SERVICE SOLUTION

This Service Solution (the "Agreement") sets forth the Terms and Conditions for the provision of equipment and services to be provided by Johnson Controls Fire Protection LP ("Company") to **Bullitt County Board Of Education** and is effective **01-DEC-18** to **30-NOV-19** (the "Initial Term").

**PAYMENT TERM:** *Annual In Advance*

**PAYMENT AMOUNT:**

\$54,619.00

- **Proposal # :** 663550

**CUSTOMER ACCEPTANCE:** In accepting this Agreement, Customer agrees to the Terms and Conditions on the following pages 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 Customer may issue. Any changes in the system requested by Customer after the execution of 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 CONTAINED IN THIS AGREEMENT.**

### Bullitt County Board Of Education

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone#: \_\_\_\_\_

Fax #: \_\_\_\_\_

Email: \_\_\_\_\_

PO#: \_\_\_\_\_

Date: \_\_\_\_\_

### Johnson Controls Fire Protection LP

JOHN E WATERBURY

Phone #: \_\_\_\_\_

Fax #: \_\_\_\_\_

License #: \_\_\_\_\_  
(If Applicable)

Authorized  
Signature: \_\_\_\_\_

Print Name: John Waterbury

Title: PSR

Date: \_\_\_\_\_

## TERMS AND CONDITIONS

**1. Term.** The Initial Term of this Agreement shall commence on the date of this Agreement and continue for the period indicated in this Agreement. At the conclusion of the Initial Term, this Agreement will not automatically extend for successive terms equal to the Initial Term, each and together a "Term" of this Agreement, unless either party gives written notice to the other party at least thirty (30) days prior to the end of the then-current term.

**2. Payment.** Payments shall be invoiced and due in accordance with the terms and conditions set forth in this Agreement. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement.

**3. Pricing.** The pricing set forth in this Agreement is based on the number of devices and services to be performed as set forth in this Agreement. If the actual number of devices installed or services to be performed is greater than that set forth in this Agreement, the price will be increased accordingly. Company may increase prices upon notice to Customer or annually to reflect increases in material and labor costs. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, installation or alarm permits, false alarm assessments, or any charges imposed by any government body, however designated, levied or based on the service charges pursuant to this Agreement. Customer's failure to make payment when due is a material breach of 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.

**4. Code Compliance.** Company does undertake an obligation to inspect for compliance with laws or regulations of the State of Kentucky Life Safety Code(s) unless specifically stated in this Agreement. 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.

**5. Limitation of Liability; Limitations of Remedy.** Customer understands that Company offers several levels of protection services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. It is understood and agreed by Customer that Company is not an insurer and that insurance coverage shall be obtained by 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 Customer's property and the property of others located on the premises. Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury. 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 for Services performed on-site at Customer's premises 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, unless the incident is the result of company's gross negligence and or willful misconduct then company's liability is uncapped. Company's liability with respect to Monitoring Services is set forth in Section 17 of this Agreement. 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), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. 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.

**6. 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.

~~**7. 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, 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. Customer's responsibility with respect to indemnification and defense of Company with respect to Monitoring Services is set forth in Section 17 of this Agreement.~~

**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. All work performed unscheduled unless otherwise specified in this Agreement. Appointments scheduled for four-hour window. Additional charges may apply for special scheduling requests (e.g. working around equipment shutdowns, after hours work). Company will perform the services described in the Service Solution ("Services") for one or more system(s) or equipment as described in the Service Solution or the listed attachments ("Covered System(s)"). 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 regularly test the System(s) in accordance with applicable law and manufacturers' and Company's recommendations. 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 inspection, Company determines that repairs are recommended, repair charges will be submitted for approval by Customer's on-site representative prior to work. Should such repair work be declined, Company shall be relieved from any and all liability arising therefrom.

Customer further agrees to:

- provide Company clear access to Covered System(s) to be serviced including, if applicable, lift trucks or other equipment needed to reach inaccessible equipment;
- supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;
- notify all required persons, including but not limited to authorities having jurisdiction, employees, and monitoring services, of scheduled testing and/or repair of systems;
- provide a safe work environment;
- in the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational; and
- comply with all laws, codes, and regulations pertaining to the equipment and/or Services provided under this Agreement.

Customer represents and warrants that it has the right to authorize the Services to be performed as set forth in this Agreement.

**10. Repair Services.** Where Customer expressly includes repair, replacement, and emergency response services in the Service Solution section of this Agreement, such Services apply only to the components or equipment of the Covered System(s). Customer agrees to promptly request repair services in the event the System becomes inoperable or otherwise requires repair. The Agreement price does not include repairs to the Covered System(s) recommended by Company as a result of an inspection, for which Company will submit independent pricing to Customer and as to which Company will not proceed until Customer authorizes such work and approves the pricing. Repair or replacement of non-maintainable parts of the Covered System(s) including, but not limited to, unit cabinets, insulating material, electrical wiring, structural supports, and all other non-moving parts, is not included under this Agreement.

**11. 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, Customer 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.

**12. 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.

**13. Availability and Cost of Steel, Plastics & Other Commodities.** 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.

**14. 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.

**15. 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; or
- 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.

**16. Remote Service.** If Customer selects Remote Service, Customer understands and agrees that, while Remote Service provides for communication regarding Customer's fire alarm system to Company via the Internet, Remote Service does not constitute monitoring of the system, and Customer understands that Remote Service does not provide for Company to contact the fire department or other authorities in the event of a fire alarm. Customer understands that if it wishes to receive monitoring of its fire alarm system and notification of the fire department or other authorities in the event of a fire alarm, it must select monitoring services as a separate Service under this Agreement. CUSTOMER FURTHER UNDERSTANDS AND AGREES THAT THE TERMS OF SECTION 17.F OF THIS AGREEMENT APPLY TO REMOTE SERVICE.

**17. Monitoring Services.** If Customer has selected Monitoring Services, the following shall apply to such Services:

**A. Alarm Monitoring Service.** Customer agrees and acknowledges that Company's sole and only obligation under this Agreement shall be to provide alarm monitoring, notification, and/or Runner Services as set forth in this Agreement and to endeavor to notify the party(ies) identified by Customer on the Contact/Call List ("Contacts") and/or Local Emergency Dispatch Numbers for responding authorities. Upon receipt of an alarm signal, Company may, at our sole discretion, attempt to notify the Contacts to verify the signal is not

false. If we fail to notify the Contacts or question the response we receive, we will attempt to notify the responding authority. In the event Company receives a supervisory signal or trouble signal, Company shall endeavor to promptly notify one of the Contacts. Company shall not be responsible for a Contact's or responding authority's refusal to acknowledge/respond to Company's notifications of receipt of an alarm signal, nor shall Company be required to make additional notifications because of such refusal. The Contacts are authorized to act on Customer's behalf and, if so designated on the Contact/Call List, are authorized to cancel an alarm prior to the notification of authorities. Customer understands that local laws, ordinances or policies may restrict Company's ability to provide the alarm monitoring and notification services described in this Agreement and/or necessitate modified or additional services and related charges to Customer. Customer understands that Company may employ a number of industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default settings; implementation of "partial clear time bypass" procedures at our alarm monitoring center and other similar measures at our sole discretion from time to time. THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN ALARM ZONE IN CUSTOMER'S PREMISES AFTER THE INITIAL ALARM ACTIVATION UNTIL THE ALARM SYSTEM IS MANUALLY

RESET. Upon receiving notification from Company that a fire or gas detection (e.g. carbon monoxide) signal has been received, the responding authority may forcibly enter the premises. Cellular radio unit test supervision, if provided under this Agreement, provides only the status of the cellular radio unit's current signaling ability at the time of the test communication based on certain programmed intervals and does not serve to detect the potential loss of radio service at the time of an actual emergency event. Company shall not be responsible to provide monitoring services under this Agreement unless and until the communication link between Customer's premises and Company's Monitoring Center has been tested. SUCH SERVICES ARE PROVIDED WITHOUT WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**B Limitation of Liability; Limitations of Remedy.** Customer understands that Company offers several levels of Monitoring Services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. It is understood and agreed by Customer that Company is not an insurer and that insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the Monitoring Services and the scope of liability set forth in this Agreement and are unrelated to the value of Customer's property and the property of others located on the premises. Customer agrees to look exclusively to 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 monitoring 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 with respect to Monitoring Services shall be the lesser of the annual fee for Monitoring Services allocable to the site where the incident occurred or two thousand five hundred (\$2,500) dollars. 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), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED

SYSTEM(S) TO PERFORM. 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.

**C. Indemnity, Insurance.** 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, arising in any way from any act or omission of Customer or Company relating in any way to the Monitoring Services provided 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. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

**D. No modification.** Modification to Sections 17 B or C may only be made by a written amendment to this Agreement signed by both parties specifically referencing Section 17 B and/or C, and no such amendment shall be effective unless approved by the manager of Company's Central Monitoring Center.

**E. Customer's Duties.** In addition to Customer's duty to indemnify, defend, and hold Company harmless pursuant to this Section 17:

i. Customer agrees to furnish the names and telephone numbers of all persons authorized to enter or remain on Customer's premises and/or that should be notified in the event of an alarm (the Contact/Call List) and Local Emergency Dispatch Numbers and provide all changes, revision and modifications to the above to Company in writing in a timely manner. Customer must ensure that all such persons are authorized and able to respond to such notification.

ii. Customer shall carefully and properly test and set the system immediately prior to the securing of the premises and carefully test the system in a manner prescribed by Company during the term of this Agreement. Customer agrees that it is responsible for any losses or damages due to malfunction, miscommunication or failure of Customer's system to accurately handle, process or communicate data. If any defect in operation of the System develops, or in the event of a power failure, interruption of telephone service, or other interruption at Customer's premises of signal or data transmission through any media, Customer shall notify Company immediately. If space/interior protection (i.e. ultrasonic, microwave, infrared, etc.) is part of the System, Customer shall walk test the system in the manner recommended by Company.

iii. When any device or protection is used, including, but not limited to, space protection, which may be affected by turbulence of air, occupied airspace change or other disturbance, forced air heaters, air conditioners, horns, bells, animals and any other sources of air turbulence or movement which may interfere with the effectiveness of the System during closed periods while the alarm system is on, Customer shall notify Company.

iv. Customer shall promptly reset the System after any activation.

v. Customer shall notify Company regarding any remodeling or other changes to the protected premises that may affect operation of the system.

vi. Customer shall cooperate with Company in the installation, operation and/or maintenance of the system and agrees to follow all instructions and procedures which may be prescribed for the operation of the system, the rendering of services and the provision of security for the premises.

vii. Customer shall pay all charges made by any telephone or communications provider company or other utility for installation, leasing, and service charges of telephone lines connecting Customer's premises to Company. Customer acknowledges that alarm signals from Customer's premises to Company are transmitted over Customer's telephone or other transmission service and that in the event the telephone or other transmission service is out of order, disconnected, placed on "vacation," or otherwise interrupted, signals from Customer's alarm system will not be received by Company, during any such interruption in telephone or other transmission service and the interruption will not be known to Company. Customer agrees that in the event the equipment or system continuously transmits signals reasonably determined by Company to be false and/or excessive in number, Customer shall be subject to the additional costs and fees incurred by Company in the receiving and/or responding to the excessive signals and/or Company may at its sole discretion terminate this Agreement with respect to Monitoring services upon notice to Customer.

**F. Communication Facilities.**

i. **Authorization.** Customer authorizes Company, on Customer's behalf, to request services, orders or equipment from a telephone company, wireless carrier or other company providing communication facilities, signal transmission services or facilities under this Agreement (referred to as "Communication Company"). Should any third-party service, equipment or facility be required to perform the Monitoring Services set forth in this Agreement, and should the same be terminated or become otherwise unavailable or impracticable to provide, Company may terminate Monitoring Services upon notice to Customer.

ii. **Digital Communicator.** Customer understands that a digital communicator (DACT), if installed under this Agreement, uses traditional telephone lines for sending signals which eliminate the need for a dedicated telephone line and the costs associated with such dedicated lines.

iii. **Derived Local Channel.** The Communication Company's services provided to Customer in connection with the Services may include Derived Local Channel service. Such service may be provided under the Communication Company's service marks or service names. These services include providing lines, signal paths, scanning and transmission. Customer agrees that the Communication Company's liability is limited to the same extent Company's liability is limited pursuant to this Section 17.

iv. **CUSTOMER UNDERSTANDS THAT COMPANY WILL NOT RECEIVE ALARM SIGNALS WHEN THE TELEPHONE LINE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH OR IS OTHERWISE DAMAGED OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELEPHONE SERVICE FOR ANY REASON INCLUDING NETWORK OUTAGE OR OTHER NETWORK PROBLEMS**

**SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT OTHER POTENTIAL CAUSES OF SUCH A FAILURE OVER CERTAIN TELEPHONE SERVICES (INCLUDING BUT NOT LIMITED TO SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR OR PRIVATE RADIO, ETC. ("NON-TRADITIONAL TELEPHONE SERVICE")) INCLUDE BUT ARE NOT LIMITED TO: (1) LOSS OF NORMAL ELECTRIC POWER TO CUSTOMER'S PREMISES (THE BATTERY BACK-UP FOR THE ALARM PANEL DOES NOT POWER TELEPHONE SERVICE); AND (2) ELECTRONICS FAILURES SUCH AS A MODEM MALFUNCTION. CUSTOMER UNDERSTANDS THAT COMPANY WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF CUSTOMER'S ALARM SYSTEM WITH NON-TRADITIONAL TELEPHONE SERVICE AT THE TIME OF INITIAL CONNECTION TO COMPANY'S MONITORING CENTER AND THAT CHANGES IN CUSTOMER'S TELEPHONE SERVICE'S DATA FORMAT AFTER THE INITIAL REVIEW OF COMPATIBILITY COULD MAKE CUSTOMER'S TELEPHONE SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO COMPANY'S MONITORING CENTERS. IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT IT IS COMPATIBLE, COMPANY WILL PERMIT CUSTOMER TO USE NON-TRADITIONAL TELEPHONE SERVICE AS THE SOLE METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT COMPANY RECOMMENDS THE USE OF AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER REGARDLESS OF THE TYPE OF TELEPHONE SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S NON-TRADITIONAL TELEPHONE SERVICE IS OR LATER BECOMES NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER NON-TRADITIONAL TELEPHONE SERVICE THAT IS NOT COMPATIBLE, THEN COMPANY REQUIRES THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO COMPANY AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER. CUSTOMER UNDERSTANDS THAT TRANSMISSION OF FIRE ALARM SIGNALS BY MEANS OTHER THAN A TRADITIONAL TELEPHONE LINE MAY NOT BE IN COMPLIANCE WITH FIRE ALARM STANDARDS OR SOME LOCAL FIRE CODES, AND THAT IT IS CUSTOMER'S OBLIGATION TO COMPLY WITH SUCH STANDARDS AND CODES. CUSTOMER ALSO UNDERSTANDS THAT IF THE ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT IF A NON-TRADITIONAL TELEPHONE SERVICE LINE IS CUT OR INTERRUPTED, AND THAT COMPANY MAY NOT BE ABLE TO PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-TRADITIONAL TELEPHONE LINE OR SERVICE. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM PANEL MAY BE UNABLE TO SEIZE THE PHONE LINE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION IS OFF THE HOOK DUE TO IMPROPER CONNECTION OR OTHERWISE.**

**G. Verification; Runner Service.** Some jurisdictions may require alarm verification by telephone or on-site verification ("Runner Service") before dispatching emergency services. In the event that a requirement of alarm verification becomes effective after the date of this Agreement, such services may be available at an additional charge. Company shall not be held liable for any delay or failure of dispatch of emergency services arising from such verification. Where Runner Service is indicated, such services may be provided by a third party. COMPANY WILL NOT ARREST OR DETAIN ANY PERSON.

**H. Personal Emergency Response Service.** If Customer has selected Personal Emergency Response Services, Customer agrees that the very nature of Personal Emergency Response Services, irrespective of any delays, involves uncertainty, risk and possible serious injury, disability or death, for which Company should not under any circumstances be held responsible or liable; that the equipment furnished for Personal Emergency Response Services is not foolproof and may experience signal transmission failures or delays for any number of reasons, whether or not our fault or under Company's control; that the actual time required for medical emergency providers to arrive at the premises and/or to transport any person requiring medical attention is unpredictable and that many contributing factors, including but not limited to such things as telephone network operation, distance, weather, road and traffic conditions, alarm equipment function and human factors, both with responding authorities and with Company, may affect response.

**18. Limited Warranty.** COMPANY WARRANTS THAT ITS WORKMANSHIP AND MATERIAL, EXCLUDING MONITORING SERVICES, FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF FURNISHING. Where Company provides product or equipment of others, Company will warrant the product or equipment only to the extent warranted by such third party. 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.**

**19. Taxes, Fees, Fines, Licenses, and Permits.** Customer agrees to pay all sales tax, use tax, property tax, utility tax and other taxes required in connection with the equipment and Services listed, including telephone company line charges, if any. Customer shall comply with all laws and regulations relating to the equipment and its use and shall promptly pay when due all sales, use, property, excise and other taxes and all permit, license and registration fees now or hereafter imposed by any government body or agency upon the equipment or its use. Company may, without notice, obtain any required permit, license or registration for Customer at Customer's expense and charge a fee for this service. If Customer fails to maintain any required licenses or permits, Company shall not be responsible for performing the services and may terminate the services without notice to Customer.

**20. Outside Charges.** Customer understands and accepts that Company specifically disclaims any responsibility for charges associated with the notification or dispatching of anyone, including but not limited to fire department, police department, paramedics, doctors, or any other emergency personnel, and if there are any charges incurred as a result of said notification or dispatch, said charges shall be the responsibility of Customer.

**21. 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.

~~**22. Waiver of Subrogation.** Customer does hereby for itself and all other parties claiming under it release and discharge Company from and against all hazards covered by Customer's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against Company.~~

**23. Force Majeure, Exclusions.** Company shall not be responsible for delays, interruption or failure to render services due to causes beyond its control, including but not limited to material shortages, work stoppages, fires, civil disobedience or unrest, severe weather, fire or any other cause beyond the control of Company. This Agreement expressly excludes, without limitation, provision of fire watches; reloading of, upgrading, and maintaining computer software; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises; vandalism; power failure; current fluctuation; failure due to non- Company installation; lightning, electrical storm, or other severe weather; water; accident; fire; acts of God; 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; batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; corrosion (including but not limited to micro- bacterially induced corrosion ("MIC")); cartridges greater than 16 grams; gas valve installation; or any other cause external to the Covered System(s) and Company shall not be required to provide Service while interruption of service due to such causes shall continue. This Agreement does 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 Service Solution, the Agreement price does not include travel expenses.

**24. Delays.** Company shall have no responsibility or liability to Customer or any other person for delays in the installation or repair of the System or the performance of our Services regardless of the reason, or for any resulting consequences.

**25. Termination.** 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.

**26. 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 with Company, for a period of two years after the termination of this Agreement.

**27. Default.** An Event of Default shall include 1) any full or partial termination of this Agreement by Customer before the expiration of the then-current Term, 2) failure of Customer to pay any amount within ten (10) days after the amount is due and payable, 3) abuse of the System or the Equipment, 4) failure by Customer to observe, keep or perform any term of this Agreement; 5) 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, 1) discontinue furnishing Services, 2) by written notice to Customer declare the balance of unpaid amounts due and to become due under the this Agreement to be immediately due and payable, provided that all past due amounts shall bear interest at the rate of 1 ½% per month (18% per year) or the highest amount permitted by law, 3) receive immediate possession of any equipment for which Customer has not paid, 4) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and 5) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

**28. One-Year Limitation on Actions; Choice of Law.** It is agreed that no suit, or cause of action or other proceeding shall be brought against either party more than one (1) year after the accrual of the cause of action or one (1) year

after the claim arises, whichever is shorter, whether known or unknown when the claim arises or whether based on tort, Agreement, or any other legal theory. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this Agreement.

**29. Assignment.** Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement without obtaining Customer's consent.

**30. 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 relating to the 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.

**31. Headings.** The headings in this Agreement are for convenience only.

**32. 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.

**33. Electronic Media.** Customer agrees that Company may scan, image or otherwise convert this Agreement into an electronic format of any nature. Customer agrees that a copy of this Agreement produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation. Customer agrees that Company's receipt by fax of the Agreement signed by Customer legally binds Customer and such fax copy is legally equivalent to the original for any and all purposes, including litigation.

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

**35. 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 the N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, TX 78752-4422, 512-424-7710. License numbers available at [www.jci.com](http://www.jci.com) or contact your local Johnson Controls office.