

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

---

---

**SERVICES CONTRACT  
FOR FIRE ALARM MONITORING  
(TX-MAS-5-03FACO10)**

---

---

**Important Notice:** County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS CONTRACT is made and entered into by and between **Williamson County, Texas (hereinafter “The County”)**, a political subdivision of the State of Texas, acting herein by and through its governing body, and **Tyco SimplexGrinnell, (hereinafter “Service Provider”)**. The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

**I.**

**Services:** Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she or it is not an employee of The County. The services include, but are not limited to the following items in order to complete the project:

- A. As described in the attached Statement of Work/Quotation(s) (for newly-added buildings), dated December 12, 2017 and marked Exhibit(s) “A1-A5” which are incorporated herein as if copied in full; and**
- B. As described in the attached Fire Alarm Monitoring Summary (for existing facilities being serviced), dated December 12, 2017 and marked Exhibit “B” which is incorporated herein as if copied in full.**

Should The County choose to add services in addition to those described in Exhibit(s) “A1-A5” and “B,” such additional services shall be described in a separate

written amendment to this Contract wherein the additional services shall be described and the parties shall set forth the amount of compensation to be paid by The County for the additional services. Service Provider shall not begin any additional services and The County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

## II.

**Effective Date and Term:** This contract shall be in full force and effect when signed by all parties and shall continue for a reasonable time period for the specific project and shall terminate upon project completion or when terminated pursuant to paragraph X below.

## III.

**Consideration and Compensation:** Service Provider will be compensated based as set forth in Exhibit(s) "A1-A5" and "B." Any changes must be made by a change order or amendment and approved by the Williamson County Commissioners Court. **Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.**

## IV.

**Insurance:** Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by The County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to The County and name The County as an additional insured.

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability	

Bodily Injury by Accident	\$500,000 Ea. Accident
Bodily Injury by Disease	\$500,000 Ea. Employee
Bodily Injury by Disease	\$500,000 Policy Limit

- c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (including premises, completed operations and contractual)	\$ 500,000	\$ 500,000
Aggregate policy limits:	\$1,000,000	

Service Provider, as an independent contractor, meets the qualifications of an “Independent Contractor” under Texas Worker’s Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents and sub-subcontractors worker’s compensation coverage. Contactor shall not be entitled to worker’s compensation coverage or any other type of insurance coverage held by The County.

Upon execution of this Contract, Service Provider shall provide The County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

## V.

**Entire Contract & Incorporated Documents:** This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Contract include the following:

- A. As described in the attached Statement of Work/Quotation(s), dated December 12, 2017 and marked as Exhibit “A1-A5” and “B” which are incorporated herein as if copied in full;**
- B. TX-MAS-5-03FACO10; and**
- C. Any required insurance certificates evidencing required coverages.**

The County reserves the right and discretion (pursuant to public policy and Texas Constitutional principles) to determine applicable provisions where there is any conflict between this Contract and any of the above-referenced contract documents/exhibits or

incorporated documents.

## VI.

**No Agency Relationship & Indemnification:** It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this Contract. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

## VII.

**INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS:** TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

**INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS:** TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM,

DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

### VIII.

**No Waiver of Sovereign Immunity or Powers:** Nothing in this Contract will be deemed to constitute a waiver of sovereign immunity or powers of The County, the Williamson County Commissioners Court, or the Williamson County Judge.

### IX.

**Compliance with All Laws:** Service Provider agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

### X.

**Termination:** This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof.

### XI.

**Venue and Applicable Law:** Venue of this Contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

### XII.

**Severability:** In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this Contract and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

### XIII.

**Right to Audit:** Service Provider agrees that The County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that The County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider reasonable advance notice of intended audits.

**XIV.**

**Confidentiality:** Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

**XV.**

**Good Faith Clause:** Service Provider agrees to act in good faith in the performance of this Contract.

**XVI.**

**No Assignment:** Service Provider may not assign this Contract.

**XVIII.**

**County Judge or Presiding Officer Authorized to Sign Contract:** The presiding officer of The County's governing body who is authorized to execute this instrument by order duly recorded may execute this Contract on behalf of The County.

WITNESS that this Contract shall be effective as of the date of the last party's execution below.

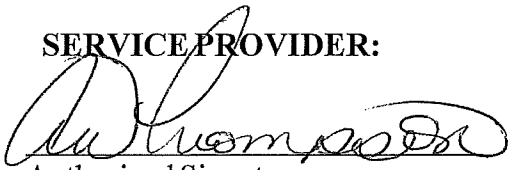
**WILLIAMSON COUNTY:**

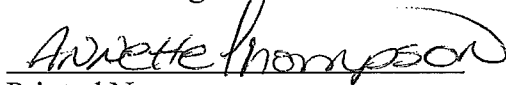
\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

Date: \_\_\_\_\_, 2017

**SERVICE PROVIDER:**

  
Authorized Signature

  
Printed Name

Date: Dec 12, 2017

**Exhibit “A1-A5” & “B”**  
**Statement of Work/Quotation**

## ***SimplexGrinnell Agreement Addendum to Services Contract for Fire Alarm Monitoring***

The underlying Commercial Sales Agreement for monitoring services (the "Agreement") between SimplexGrinnell LP ("SimplexGrinnell") and Williamson County, Texas ("Subscriber") is amended as specifically set forth herein to incorporate the terms and conditions of this Addendum. This Addendum shall take effect as of the date of the Agreement. All terms used in this Addendum shall have the meanings attributed to them in the Agreement. This Addendum supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. In the event there is a conflict between the terms and conditions of the Agreement and the terms and conditions of this Addendum, the following terms and conditions of this Addendum shall control:

1. Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.
2. SimplexGrinnell shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. SimplexGrinnell expressly acknowledges that it is not an employee of Subscriber.
3. Should Subscriber choose to add services in addition to those described in the Agreement, such additional services shall be described in a separate written amendment to this Agreement wherein the additional services shall be described and the parties shall set forth the amount of compensation to be paid by Subscriber for the additional services and the terms and conditions that apply to such services. SimplexGrinnell shall not begin any additional services and Subscriber shall not be obligated to pay for any additional services unless a written amendment to this Agreement has been signed by both parties.
4. SimplexGrinnell will be compensated based as set forth in the Agreement. Any changes to compensation must be made by an amendment and approved by the Williamson County Commissioners Court. Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of the date Subscriber receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by Subscriber in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Subscriber's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that an error appears in an invoice submitted by SimplexGrinnell, Subscriber shall notify SimplexGrinnell of the error not later than the twenty first (21<sup>st</sup>) day after the date Subscriber receives



the invoice. If the error is resolved in favor of SimplexGrinnell, SimplexGrinnell shall be entitled to receive interest on the unpaid balance of the invoice submitted by SimplexGrinnell beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the Subscriber, SimplexGrinnell shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice is not paid by the appropriate date.

5. SimplexGrinnell shall provide and maintain, until the services covered in this Agreement are completed, the minimum insurance coverage in the minimum amounts as described below.

<u>Type of Coverage</u>	<u>Limits of Liability</u>
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	\$500,000 Ea. Accident
Bodily Injury by Disease	\$500,000 Ea. Employee
Bodily Injury by Disease	\$500,000 Policy Limit
c. Comprehensive general including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts.	

<u>Type of Coverage</u>	<u>Per Person</u>	<u>Per Occurrence</u>
Comprehensive General Liability (including premises, completed operations and contractual)	\$500,000	\$500,000
Aggregate policy limits:	\$1,000,000	

Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to Subscriber and name Subscriber as an additional insured, but only to the extent of Supplier's negligence and indemnification obligations. Upon execution of this Addendum, SimplexGrinnell shall provide Subscriber with insurance certificates evidencing compliance with the insurance requirements of this Agreement.

6. No Indemnification by Subscriber. SimplexGrinnell acknowledges and agrees that under the Constitution and the laws of the State of Texas, Subscriber cannot enter into an agreement whereby Subscriber agrees to indemnify or hold harmless any other party, including but not limited to SimplexGrinnell; therefore, all references of any in this Agreement to Subscriber indemnifying, holding or saving harmless any other party, including but not limited to SimplexGrinnell, for any reason whatsoever are hereby deemed void and deleted.

7. No Agency Relationship. It is understood and agreed that SimplexGrinnell shall not in any sense be considered a partner or joint venturer with Subscriber, nor shall SimplexGrinnell hold himself out as an agent or official representative of Subscriber unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. SimplexGrinnell shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of Subscriber other than what may be expressly allowed under this Contract.

8. Indemnification. To the fullest extent permitted by law, SimplexGrinnell shall indemnify and hold harmless Subscriber and its employees, agents, representatives, officers and directors from and against claims, damages, losses and expenses including, but not limited to attorney's fees, directly arising out of or resulting from SimplexGrinnell's onsite negligence while on Subscriber's premises.

9. Termination for Convenience. Either party may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to the other party. In the event of such termination, it is understood and agreed that only the amounts due to SimplexGrinnell for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Subscriber's termination of this Agreement for convenience.

10. Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws or the State of Texas, excluding, however, its choice of law rules.

11. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Subscriber, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Subscriber does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

12. Subscriber's Right to Audit. SimplexGrinnell agrees that Subscriber or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy all invoices and service tickets of SimplexGrinnell which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. SimplexGrinnell agrees that Subscriber shall have access during normal working hours to all necessary SimplexGrinnell facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Subscriber shall give SimplexGrinnell reasonable advance notice of intended audits.

13. Non-Appropriation and Fiscal Funding. The obligations of the Subscriber under this Agreement do not constitute a general obligation or indebtedness of Subscriber to which Subscriber is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that Subscriber shall have the right to terminate this Agreement at the end of any Subscriber fiscal year if the governing body of Subscriber does not appropriate sufficient funds as determined by Subscriber's budget for the fiscal year in question. Subscriber may effect such termination by giving written notice of termination to SimplexGrinnell at the end of its then-current fiscal year to be effective as of the last day of Subscriber's fiscal year.

14. Sales and Use Tax Exemption. Subscriber is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended, and the services and materials subject hereof are being secured for use by Subscriber. Exemption certificates will be provided to contractors and suppliers upon request.

15. Texas Public Information Act. To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.00 et seq. as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Subscriber, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to Subscriber as to whether or not the same are available to the public. It is further understood that Subscriber's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Subscriber, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to Subscriber by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

16. Execution in Counterparts. This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

17. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

18. County Judge or Presiding Officer Authorized to Sign. The presiding officer of Subscriber's governing body who is authorized to execute the Agreement and this Addendum may execute the Agreement and this Addendum on behalf of Subscriber.

19. Assignment. Without prior written notice of Subscriber, SimplexGrinnell may not assign this Agreement. Notwithstanding the foregoing, SimplexGrinnell may assign to an affiliate without obtaining Subscriber's consent.

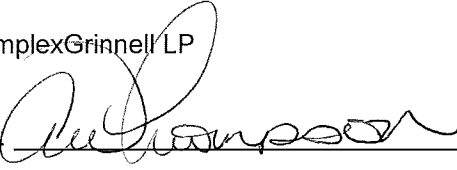
Williamson County  
("Subscriber")

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

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

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

SimplexGrinnell LP

By: 

Title: Market Director

Date: 12/12/2017

Contractor: <b>SimplexGrinnell</b>		SimplexGrinnell TXMAS Schedule										
Sales Representative:		Heather Foster		(District #) 494-019461! Fire Alarm & Suppression Services :				<b>TXMAS-5-03FAC010</b>				
Street:		3101 SE Inner Loop						Fire Alarm Services				
City:		Georgetown										
State:		Texas										
Phone #:												
End-User Facility Name		Williamson County Regional Animal Shelter						<div style="background-color: #cccccc; padding: 5px;"> <b>Full Service Pricing</b>  <b>Includes Annual Inspection</b> </div>				
Address		1855 SE Inner Loop, Georgetown										
Zip Code		78626										
		Enter quantity of each of desired line items below rose colored boxes Total Price will automatically be calculated at botton of sheet.										
<b>LINE ITEMS - Fire Alarm Contract (Conventional) SIN 561-001</b>		<b>Initial Test, Inspect, &amp; Report</b>	<b>Qty</b>	<b>Total Initial Test, Inspect, &amp; Report</b>						<b>Annual Full Maintenance</b>	<b>Qty</b>	<b>Total Annual Full Maintenance</b>
<b>Control Equipment</b>												
Simplex 4004		\$ 160.41		\$ -						\$ 548.00		\$0.00
Simplex 4005		\$ 160.41		\$ -						\$ 543.21		\$0.00
Simplex 4208		\$ 160.41		\$ -						\$ 548.00		\$0.00
Simplex 2001		\$ 160.41		\$ -						\$ 548.00		\$0.00
Simplex 4006		\$ 160.41		\$ -						\$ 522.37		\$0.00
Non-Simplex Fire Alarm Control Panel (Hardwire)		\$ 160.41		\$ -						\$ 882.11		\$0.00
Additional Panel (each)		\$ 76.14		\$ -	For Full Service, must insert panel quantities in lines 13-18.					Test Only See Line 104		
Control Panel Special Systems (ie preaction, CO2, Halon alternative, etc)		\$ 160.41		\$ -						\$ 573.42		\$0.00
Control Panel Central Transmitter		Included								Included		
Central Station Receiver		Included								Included		
Annunciator LED type		\$ 35.53		\$ -						\$ 154.43		\$0.00
Annunciator graphic command center		\$ 76.14		\$ -						Test Only See Line 104		
NAC Power Extender (Includes Battery Testing)		\$ 76.14		\$ -						\$ 152.93		\$0.00
Battery testing - lead acid		Included								Test Only See Line 104		
Battery testing -gel cell		Included								Test Only See Line 104		
Battery testing - Ni-Cad		Included								Test Only See Line 104		
D.A.C.T.		\$ 20.30		\$ -						\$ 71.16		\$0.00
Emergency Telephone		\$ 3.87		\$ -						Test Only See Line 104		
Phone Jacks		\$ 4.06		\$ -						Test Only See Line 104		

LINE ITEMS - Fire Alarm Contract (Conventional) SIN 561-001	Initial Test, Inspect, & Report	Qty	Total Initial Test, Inspect, & Report						Annual Full Maintenance	Qty	Total Annual Full Maintenance
Call-in signal; off-hook indicator	Included								Test Only See Line 104		
Amplifier & tone generators	Included								Test Only See Line 104		
<b>Initiating Devices</b>											
Duct detector Functional Test Only	\$ 20.30		\$ -						\$114.77		\$0.00
Duct detector , Inspection, Cleaning, Sensitivity	\$ 35.53		\$ -						Test Only See Line 104		
Subfloor Detector (Test and Inspect)	\$ 15.23		\$ -						Test Only See Line 104		
Subfloor Detector (Test, Clean and Sensitivity)	\$ 27.41		\$ -						Test Only See		
Heat detector: restorable	\$ 11.17		\$ -						\$37.05		\$0.00
Heat detector: non-restorable	\$ 11.17		\$ -						\$37.05		\$0.00
Smoke detector: photoelectric (Includes Detector Cleaning)	\$ 12.57		\$ -						Test Only See Line 104		
Smoke Detector Test & Inspect	\$ 7.75		\$ -						\$27.20		\$0.00
Smoke detector: beam detection	\$ 42.64		\$ -				For Inspections and Repairs of this device, Lift pricing will be priced separately depending on the device location		\$146.50		\$0.00
Smoke Detector Test/Inspect, Clean, and Sensitivity Testing	\$ 21.32		\$ -						\$67.57		\$0.00
Smoke Detector Sensitivity Report from Panel	\$ 126.90		\$ -						Test Only See Line 104		
Above ceiling grid smoke detector Inspection	\$ 21.32		\$ -						\$64.81		\$0.00
Smoke detector: laser	\$ 40.61		\$ -						Test Only See		
Master Box	\$ 26.40		\$ -						\$171.18		\$0.00
Fire Alarm Box (Manual Pull Station)	\$ 3.87		\$ -						\$14.97		\$0.00
Flame Detector	\$ 40.61		\$ -						\$293.49		\$0.00
Elevator Shunt Trip Test/Per Bank	\$ 21.31		\$ -						Test Only See Line 104		
Vesda Early Detection Device	\$ 42.64		\$ -						\$249.10		\$0.00
Fire Supervisory Signal, Emergency Generator	\$ 3.87		\$ -						Test Only See Line 104		
Fire Supervisory Signal, Air Pressure	\$ 6.60		\$ -						\$24.12		\$0.00
Sprinkler Water Flow Switch Electrical only	\$ 6.60		\$ -						\$25.92		\$0.00
Sprinkler Tamper Switch Electrical only	\$ 6.60		\$ -						\$24.12		\$0.00



[illegible]

If a Reduction is needed, **type** it in here>

Initial Test & Inspect. Sub Total:	\$ 319.80
Difficulty Factor	1.15
Sub Total	\$ 367.77
Spot Reduction	\$ -
Price Reduction	\$ 8.50
<b>Total Initial Test &amp; Inspect</b>	<b>\$ 359.27</b>

If a Reduction is needed, **type** it in here>

Annual Full Maintenance Sub Total:	\$ -
Difficulty Factor	1.15
Sub Total	\$ -
Spot Reduction	\$ -
Price Reduction	\$ 8.50
<b>Total Annual Full Maintenance</b>	<b>\$ -</b>

		Normal Business Hours Order Total
Zip Code	78626	\$ 359.27
End-User Facility Name	Regional Animal	
Address	Loop, Georgetown	
Normal Business Hours are Monday - Friday 7:00 am to 4:30 pm, excluding holidays		

By signing, customer acknowledges and agrees to the additional terms and conditons below. Simplex Grinnell is not obligated to perform services until signature is obtained.

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

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

Zip Code	78626	After Normal Business Hours Order Total
End-User Facility Name	Williamson County Regional Animal Shelter	\$ 538.91
Address	Loop, Georgetown	
Use only if inspections are required to be performed outside normal business hours		

By signing, customer acknowledges and agrees to the additional terms and conditons below. Simplex Grinnell is not obligated to perform services until signature is obtained.

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

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

**The below Negotiated hourly charges are for Repairs and Unscheduled Services Labor only.**

**Fire Alarm Technician (Non-Software based)**

**Rates - NICET Level II Technician (Conventional/Hard Wired System)**

Repair Services per hour during normal hours (Monday through Friday)	Per Hour \$92.39
Repair services per hour outside normal hours (Before 7:00 am and After 4:30 pm Monday Through Friday and all hours on Saturday)	\$137.82
Repair services per hour Sunday and Holidays	\$183.76

Travel time is permitted for all repairs and unscheduled services not covered in the line items ordered above. Maximum travel time charge is (4) hours.

Minimum charge for an Emergency and/or Priority Call is (3) Hours (Inspection Deficiencies are Excluded)

**Repairs and unscheduled services are not to be quoted using this document, please use the applicable quote forms located on our SG Intranet site "<http://simplexgrinnell.ia/government/US/index.asp>" under GSA Schedules; Service.**



## **Additional Terms and Conditions**

As agreed upon by the GSA FSS Contracting Officer and documented in a Modification PS-0020 to the GSA FSS contract, the following SG Commercial Terms and Exclusions are proposed for contractual inclusion in all Orders issued by ordering activities under the GSA FSS Contract, except that for Section H.5 (Limited Warranty), which reflects SG's Standard Commercial Warranty, this language will be included in GSA Advantage and shall be applicable to the GSA FSS master contract level.

For ease of understanding, as used in these SG Commercial Terms and Exclusions the term "Agreement" refers to the Orders issued by ordering activities, "Customer" refers to ordering activities, and "Company" refers to SimplexGrinnell LP.

1. **Services.** Company will perform the services described in the Agreement ("Services") for one or more system(s) or equipment as described in this Agreement or the listed attachments ("Covered System(s)").
2. **Code Compliance.** Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Agreement Scope of Work. Customer
3. **Reciprocal Waiver of Claims (SAFETY Act).** Certain of SimplexGrinnell's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism
4. **Customer Responsibilities.**

a. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customers attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date (this includes the date of all Orders and the date of all requests for work to be performed, whichever first occurs). If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval by Customer's on-site authorized representative prior to work performance. Should such repair work be declined, Company shall be relieved from any and all liability arising there from.

b. Customer further agrees to:

- i. Provide Company clear working access to Covered System(s) to be serviced including, if applicable, lift equipment needed to reach inaccessible equipment (Company can provide at additional price);
- ii. Supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;
- iii. Notify all required persons, including but not limited to authorities having jurisdiction, employees, and monitoring services, of scheduled testing and/or repair of systems;
- iv. Provide a safe work environment;
- v. 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
- vi. Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this Agreement.
- vii. If escorts are required, work must be started within one (1) hour of Company staff arrival to customer site. Any additional waiting / processing time (whether at entry time, during work performance, or exit time) will be billable at quarter hour increments based upon the hourly prices established for Repairs and Unscheduled Services.

### **5. Reserved**

6. **Limitation of Liability; Limitations of Remedy.** It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage, if any, shall be obtained by the Customer and that amounts payable to Company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer' release and waive all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert.

It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the specific GSA Order 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 for the specific GSA order. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the specific site where the incident occurred. Such sum shall be complete and exclusive. If Customer desire Company to assume greater liability, the parties shall amend this Agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the Customer for the assumption by Company of such greater liability, provided however that such rider shall in no way be interpreted to hold Company as an insurer.

**IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. 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.**

7. **Exclusions.** This Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; batteries; recharging of chemical suppression systems; 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, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). This Agreement does not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts.. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

**8. Terms and Conditions Governing Alarm Monitoring Service.**

a. Customer agrees and acknowledges that Company's sole and only obligation 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.

**b. Customer's Duties.**

i. 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.

ii. 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.

iii. 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.

iv. 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.

v. 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.

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

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

viii. ~~Customer shall 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.~~

viii. 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.

**c. Communication Facilities.**

i. **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.

ii. **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.

iii. **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.**

**d. 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.

**e. 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.

**f. System Equipment.** 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.

**g. 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. The 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.

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

Contractor: <b>SimplexGrinnell</b>		SimplexGrinnell TXMAS Schedule										
Sales Representative:		Heather Foster		(District #) 494-019461! Fire Alarm & Suppression Services :				<b>TXMAS-5-03FAC010</b>				
Street:		3101 SE Inner Loop								Fire Alarm Services		
City:		Georgetown										
State:		Texas										
Phone #:												
End-User Facility Name		Williamson County EXPO						<div style="background-color: #cccccc; padding: 5px;"> <b>Full Service Pricing Includes Annual Inspection</b> </div>				
Address		210 Carlos Parker Blvd, Taylor										
Zip Code		76574										
		Enter quantity of each of desired line items below rose colored boxes Total Price will automatically be calculated at botton of sheet.										
<b>LINE ITEMS - Fire Alarm Contract (Conventional) SIN 561-001</b>		<b>Initial Test, Inspect, &amp; Report</b>	<b>Qty</b>	<b>Total Initial Test, Inspect, &amp; Report</b>						<b>Annual Full Maintenance</b>	<b>Qty</b>	<b>Total Annual Full Maintenance</b>
<b>Control Equipment</b>												
Simplex 4004		\$ 160.41		\$ -						\$ 548.00		\$0.00
Simplex 4005		\$ 160.41		\$ -						\$ 543.21		\$0.00
Simplex 4208		\$ 160.41		\$ -						\$ 548.00		\$0.00
Simplex 2001		\$ 160.41		\$ -						\$ 548.00		\$0.00
Simplex 4006		\$ 160.41		\$ -						\$ 522.37		\$0.00
Non-Simplex Fire Alarm Control Panel (Hardwire)		\$ 160.41		\$ -						\$ 882.11		\$0.00
Additional Panel (each)		\$ 76.14		\$ -	For Full Service, must insert panel quantities in lines 13-18.					Test Only See Line 104		
Control Panel Special Systems (ie preaction, CO2, Halon alternative, etc)		\$ 160.41		\$ -						\$ 573.42		\$0.00
Control Panel Central Transmitter		Included								Included		
Central Station Receiver		Included								Included		
Annunciator LED type		\$ 35.53		\$ -						\$ 154.43		\$0.00
Annunciator graphic command center		\$ 76.14		\$ -						Test Only See Line 104		
NAC Power Extender (Includes Battery Testing)		\$ 76.14		\$ -						\$ 152.93		\$0.00
Battery testing - lead acid		Included								Test Only See Line 104		
Battery testing -gel cell		Included								Test Only See Line 104		
Battery testing - Ni-Cad		Included								Test Only See Line 104		
D.A.C.T.		\$ 20.30		\$ -						\$ 71.16		\$0.00
Emergency Telephone		\$ 3.87		\$ -						Test Only See Line 104		
Phone Jacks		\$ 4.06		\$ -						Test Only See Line 104		

LINE ITEMS - Fire Alarm Contract (Conventional) SIN 561-001	Initial Test, Inspect, & Report	Qty	Total Initial Test, Inspect, & Report						Annual Full Maintenance	Qty	Total Annual Full Maintenance
Call-in signal; off-hook indicator	Included								Test Only See Line 104		
Amplifier & tone generators	Included								Test Only See Line 104		
<b>Initiating Devices</b>											
Duct detector Functional Test Only	\$ 20.30		\$ -						\$114.77		\$0.00
Duct detector , Inspection, Cleaning, Sensitivity	\$ 35.53		\$ -						Test Only See Line 104		
Subfloor Detector (Test and Inspect)	\$ 15.23		\$ -						Test Only See Line 104		
Subfloor Detector (Test, Clean and Sensitivity)	\$ 27.41		\$ -						Test Only See		
Heat detector: restorable	\$ 11.17		\$ -						\$37.05		\$0.00
Heat detector: non-restorable	\$ 11.17		\$ -						\$37.05		\$0.00
Smoke detector: photoelectric (Includes Detector Cleaning)	\$ 12.57		\$ -						Test Only See Line 104		
Smoke Detector Test & Inspect	\$ 7.75		\$ -						\$27.20		\$0.00
Smoke detector: beam detection	\$ 42.64		\$ -				For Inspections and Repairs of this device, Lift pricing will be priced separately depending on the device location		\$146.50		\$0.00
Smoke Detector Test/Inspect, Clean, and Sensitivity Testing	\$ 21.32		\$ -						\$67.57		\$0.00
Smoke Detector Sensitivity Report from Panel	\$ 126.90		\$ -						Test Only See Line 104		
Above ceiling grid smoke detector Inspection	\$ 21.32		\$ -						\$64.81		\$0.00
Smoke detector: laser	\$ 40.61		\$ -						Test Only See		
Master Box	\$ 26.40		\$ -						\$171.18		\$0.00
Fire Alarm Box (Manual Pull Station)	\$ 3.87		\$ -						\$14.97		\$0.00
Flame Detector	\$ 40.61		\$ -						\$293.49		\$0.00
Elevator Shunt Trip Test/Per Bank	\$ 21.31		\$ -						Test Only See Line 104		
Vesda Early Detection Device	\$ 42.64		\$ -						\$249.10		\$0.00
Fire Supervisory Signal, Emergency Generator	\$ 3.87		\$ -						Test Only See Line 104		
Fire Supervisory Signal, Air Pressure	\$ 6.60		\$ -						\$24.12		\$0.00
Sprinkler Water Flow Switch Electrical only	\$ 6.60		\$ -						\$25.92		\$0.00
Sprinkler Tamper Switch Electrical only	\$ 6.60		\$ -						\$24.12		\$0.00





[illegible]

If a Reduction is needed, **type** it in here>

Initial Test & Inspect. Sub Total:	\$ 319.80
Difficulty Factor	1.15
Sub Total	\$ 367.77
Spot Reduction	\$ -
Price Reduction	\$ 8.50
<b>Total Initial Test &amp; Inspect</b>	<b>\$ 359.27</b>

If a Reduction is needed, **type** it in here>

Annual Full Maintenance Sub Total:	\$ -
Difficulty Factor	1.15
Sub Total	\$ -
Spot Reduction	\$ -
Price Reduction	\$ 8.50
<b>Total Annual Full Maintenance</b>	<b>\$ -</b>

Zip Code	76574	Normal Business Hours Order Total
End-User Facility Name	EXPO	\$ 359.27
Address	Blvd, Taylor	
Normal Business Hours are Monday - Friday 7:00 am to 4:30 pm, excluding holidays		

By signing, customer acknowledges and agrees to the additional terms and conditons below. Simplex Grinnell is not obligated to perform services until signature is obtained.

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

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

Zip Code	76574	After Normal Business Hours Order Total
End-User Facility Name	Williamson County EXPO	\$ 538.91
Address	Blvd, Taylor	
Use only if inspections are required to be performed outside normal business hours		

By signing, customer acknowledges and agrees to the additional terms and conditons below. Simplex Grinnell is not obligated to perform services until signature is obtained.

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

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

**The below Negotiated hourly charges are for Repairs and Unscheduled Services Labor only.**

**Fire Alarm Technician (Non-Software based)**

**Rates - NICET Level II Technician (Conventional/Hard Wired System)**

Repair Services per hour during normal hours (Monday through Friday)	Per Hour \$92.39
Repair services per hour outside normal hours (Before 7:00 am and After 4:30 pm Monday Through Friday and all hours on Saturday)	\$137.82
Repair services per hour Sunday and Holidays	\$183.76

Travel time is permitted for all repairs and unscheduled services not covered in the line items ordered above. Maximum travel time charge is (4) hours.

Minimum charge for an Emergency and/or Priority Call is (3) Hours (Inspection Deficiencies are Excluded)

**Repairs and unscheduled services are not to be quoted using this document, please use the applicable quote forms located on our SG Intranet site "<http://simplexgrinnell.ia/government/US/index.asp>" under GSA Schedules; Service.**

## **Additional Terms and Conditions**

As agreed upon by the GSA FSS Contracting Officer and documented in a Modification PS-0020 to the GSA FSS contract, the following SG Commercial Terms and Exclusions are proposed for contractual inclusion in all Orders issued by ordering activities under the GSA FSS Contract, except that for Section H.5 (Limited Warranty), which reflects SG's Standard Commercial Warranty, this language will be included in GSA Advantage and shall be applicable to the GSA FSS master contract level.

For ease of understanding, as used in these SG Commercial Terms and Exclusions the term "Agreement" refers to the Orders issued by ordering activities, "Customer" refers to ordering activities, and "Company" refers to SimplexGrinnell LP.

1. **Services.** Company will perform the services described in the Agreement ("Services") for one or more system(s) or equipment as described in this Agreement or the listed attachments ("Covered System(s)").
2. **Code Compliance.** Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Agreement Scope of Work. Customer
3. **Reciprocal Waiver of Claims (SAFETY Act).** Certain of SimplexGrinnell's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism
4. **Customer Responsibilities.**

a. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customers attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date (this includes the date of all Orders and the date of all requests for work to be performed, whichever first occurs). If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval by Customer's on-site authorized representative prior to work performance. Should such repair work be declined, Company shall be relieved from any and all liability arising there from.

b. Customer further agrees to:

- i. Provide Company clear working access to Covered System(s) to be serviced including, if applicable, lift equipment needed to reach inaccessible equipment (Company can provide at additional price);
- ii. Supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;
- iii. Notify all required persons, including but not limited to authorities having jurisdiction, employees, and monitoring services, of scheduled testing and/or repair of systems;
- iv. Provide a safe work environment;
- v. 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
- vi. Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this Agreement.
- vii. If escorts are required, work must be started within one (1) hour of Company staff arrival to customer site. Any additional waiting / processing time (whether at entry time, during work performance, or exit time) will be billable at quarter hour increments based upon the hourly prices established for Repairs and Unscheduled Services.

### **5. Reserved**

**6. Limitation of Liability; Limitations of Remedy. It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage, if any, shall be obtained by the Customer and that amounts payable to Company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer' release and waive all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert.**

It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the specific GSA Order 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 for the specific GSA order. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the specific site where the incident occurred. Such sum shall be complete and exclusive. If Customer desire Company to assume greater liability, the parties shall amend this Agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the Customer for the assumption by Company of such greater liability, provided however that such rider shall in no way be interpreted to hold Company as an insurer.

**IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. 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.**

7. **Exclusions.** This Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; batteries; recharging of chemical suppression systems; 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, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). This Agreement does not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts.. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

**8. Terms and Conditions Governing Alarm Monitoring Service.**

a. Customer agrees and acknowledges that Company's sole and only obligation 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.

**b. Customer's Duties.**

i. 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.

ii. 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.

iii. 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.

iv. 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.

v. 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.

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

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

viii. Customer shall 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.

viii. 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.

**c. Communication Facilities.**

i. **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.

ii. **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.

iii. **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.**

**d. 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.

**e. 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.

**f. System Equipment.** 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.

**g. 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. The 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.

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

Contractor: <b>SimplexGrinnell</b>		SimplexGrinnell TXMAS Schedule										
Sales Representative:		Heather Foster		(District #) 494-019461! Fire Alarm & Suppression Services :				<b>TXMAS-5-03FAC010</b>				
Street:		3101 SE Inner Loop						Fire Alarm Services				
City:		Georgetown										
State:		Texas										
Phone #:												
End-User Facility Name		Williamson County Justice Center						<div style="background-color: #cccccc; padding: 5px;"> <b>Full Service Pricing</b>  <b>Includes Annual Inspection</b> </div>				
Address		405 MLK, Georgetown										
Zip Code		78626										
		Enter quantity of each of desired line items below rose colored boxes Total Price will automatically be calculated at botton of sheet.										
<b>LINE ITEMS - Fire Alarm Contract (Conventional) SIN 561-001</b>		<b>Initial Test, Inspect, &amp; Report</b>	<b>Qty</b>	<b>Total Initial Test, Inspect, &amp; Report</b>						<b>Annual Full Maintenance</b>	<b>Qty</b>	<b>Total Annual Full Maintenance</b>
<b>Control Equipment</b>												
Simplex 4004		\$ 160.41		\$ -						\$ 548.00		\$0.00
Simplex 4005		\$ 160.41		\$ -						\$ 543.21		\$0.00
Simplex 4208		\$ 160.41		\$ -						\$ 548.00		\$0.00
Simplex 2001		\$ 160.41		\$ -						\$ 548.00		\$0.00
Simplex 4006		\$ 160.41		\$ -						\$ 522.37		\$0.00
Non-Simplex Fire Alarm Control Panel (Hardwire)		\$ 160.41		\$ -						\$ 882.11		\$0.00
Additional Panel (each)		\$ 76.14		\$ -	For Full Service, must insert panel quantities in lines 13-18.					Test Only See Line 104		
Control Panel Special Systems (ie preaction, CO2, Halon alternative, etc)		\$ 160.41		\$ -						\$ 573.42		\$0.00
Control Panel Central Transmitter		Included								Included		
Central Station Receiver		Included								Included		
Annunciator LED type		\$ 35.53		\$ -						\$ 154.43		\$0.00
Annunciator graphic command center		\$ 76.14		\$ -						Test Only See Line 104		
NAC Power Extender (Includes Battery Testing)		\$ 76.14		\$ -						\$ 152.93		\$0.00
Battery testing - lead acid		Included								Test Only See Line 104		
Battery testing -gel cell		Included								Test Only See Line 104		
Battery testing - Ni-Cad		Included								Test Only See Line 104		
D.A.C.T.		\$ 20.30		\$ -						\$ 71.16		\$0.00
Emergency Telephone		\$ 3.87		\$ -						Test Only See Line 104		
Phone Jacks		\$ 4.06		\$ -						Test Only See Line 104		



LINE ITEMS - Fire Alarm Contract (Conventional) SIN 561-001	Initial Test, Inspect, & Report	Qty	Total Initial Test, Inspect, & Report						Annual Full Maintenance	Qty	Total Annual Full Maintenance
Call-in signal; off-hook indicator	Included								Test Only See Line 104		
Amplifier & tone generators	Included								Test Only See Line 104		
<b>Initiating Devices</b>											
Duct detector Functional Test Only	\$ 20.30		\$ -						\$114.77		\$0.00
Duct detector , Inspection, Cleaning, Sensitivity	\$ 35.53		\$ -						Test Only See Line 104		
Subfloor Detector (Test and Inspect)	\$ 15.23		\$ -						Test Only See Line 104		
Subfloor Detector (Test, Clean and Sensitivity)	\$ 27.41		\$ -						Test Only See		
Heat detector: restorable	\$ 11.17		\$ -						\$37.05		\$0.00
Heat detector: non-restorable	\$ 11.17		\$ -						\$37.05		\$0.00
Smoke detector: photoelectric (Includes Detector Cleaning)	\$ 12.57		\$ -						Test Only See Line 104		
Smoke Detector Test & Inspect	\$ 7.75		\$ -						\$27.20		\$0.00
Smoke detector: beam detection	\$ 42.64		\$ -				For Inspections and Repairs of this device, Lift pricing will be priced separately depending on the device location		\$146.50		\$0.00
Smoke Detector Test/Inspect, Clean, and Sensitivity Testing	\$ 21.32		\$ -						\$67.57		\$0.00
Smoke Detector Sensitivity Report from Panel	\$ 126.90		\$ -						Test Only See Line 104		
Above ceiling grid smoke detector Inspection	\$ 21.32		\$ -						\$64.81		\$0.00
Smoke detector: laser	\$ 40.61		\$ -						Test Only See		
Master Box	\$ 26.40		\$ -						\$171.18		\$0.00
Fire Alarm Box (Manual Pull Station)	\$ 3.87		\$ -						\$14.97		\$0.00
Flame Detector	\$ 40.61		\$ -						\$293.49		\$0.00
Elevator Shunt Trip Test/Per Bank	\$ 21.31		\$ -						Test Only See Line 104		
Vesda Early Detection Device	\$ 42.64		\$ -						\$249.10		\$0.00
Fire Supervisory Signal, Emergency Generator	\$ 3.87		\$ -						Test Only See Line 104		
Fire Supervisory Signal, Air Pressure	\$ 6.60		\$ -						\$24.12		\$0.00
Sprinkler Water Flow Switch Electrical only	\$ 6.60		\$ -						\$25.92		\$0.00
Sprinkler Tamper Switch Electrical only	\$ 6.60		\$ -						\$24.12		\$0.00



[illegible]

If a Reduction is needed, **type** it in here>

Initial Test & Inspect. Sub Total:	\$ 319.80
Difficulty Factor	1.15
Sub Total	\$ 367.77
Spot Reduction	\$ -
Price Reduction	\$ 8.50
<b>Total Initial Test &amp; Inspect</b>	<b>\$ 359.27</b>

If a Reduction is needed, **type** it in here>

Annual Full Maintenance Sub Total:	\$ -
Difficulty Factor	1.15
Sub Total	\$ -
Spot Reduction	\$ -
Price Reduction	\$ 8.50
<b>Total Annual Full Maintenance</b>	<b>\$ -</b>

		Normal Business Hours Order Total
Zip Code	78626	\$ 359.27
End-User Facility Name	Justice Center	
Address	Georgetown	
Normal Business Hours are Monday - Friday 7:00 am to 4:30 pm, excluding holidays		

By signing, customer acknowledges and agrees to the additional terms and conditons below. Simplex Grinnell is not obligated to perform services until signature is obtained.

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

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

Zip Code	78626	After Normal Business Hours Order Total
End-User Facility Name	Williamson County Justice Center	\$ 538.91
Address	Georgetown	
Use only if inspections are required to be performed outside normal business hours		

By signing, customer acknowledges and agrees to the additional terms and conditons below. Simplex Grinnell is not obligated to perform services until signature is obtained.

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

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

**The below Negotiated hourly charges are for Repairs and Unscheduled Services Labor only.**

**Fire Alarm Technician (Non-Software based)**

**Rates - NICET Level II Technician (Conventional/Hard Wired System)**

Repair Services per hour during normal hours (Monday through Friday)	Per Hour \$92.39
Repair services per hour outside normal hours (Before 7:00 am and After 4:30 pm Monday Through Friday and all hours on Saturday)	\$137.82
Repair services per hour Sunday and Holidays	\$183.76

Travel time is permitted for all repairs and unscheduled services not covered in the line items ordered above. Maximum travel time charge is (4) hours.

Minimum charge for an Emergency and/or Priority Call is (3) Hours (Inspection Deficiencies are Excluded)

**Repairs and unscheduled services are not to be quoted using this document, please use the applicable quote forms located on our SG Intranet site "<http://simplexgrinnell.ia/government/US/index.asp>" under GSA Schedules; Service.**

## **Additional Terms and Conditions**

As agreed upon by the GSA FSS Contracting Officer and documented in a Modification PS-0020 to the GSA FSS contract, the following SG Commercial Terms and Exclusions are proposed for contractual inclusion in all Orders issued by ordering activities under the GSA FSS Contract, except that for Section H.5 (Limited Warranty), which reflects SG's Standard Commercial Warranty, this language will be included in GSA Advantage and shall be applicable to the GSA FSS master contract level.

For ease of understanding, as used in these SG Commercial Terms and Exclusions the term "Agreement" refers to the Orders issued by ordering activities, "Customer" refers to ordering activities, and "Company" refers to SimplexGrinnell LP.

1. **Services.** Company will perform the services described in the Agreement ("Services") for one or more system(s) or equipment as described in this Agreement or the listed attachments ("Covered System(s)").
2. **Code Compliance.** Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Agreement Scope of Work. Customer
3. **Reciprocal Waiver of Claims (SAFETY Act).** Certain of SimplexGrinnell's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism
4. **Customer Responsibilities.**

a. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customers attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date (this includes the date of all Orders and the date of all requests for work to be performed, whichever first occurs). If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval by Customer's on-site authorized representative prior to work performance. Should such repair work be declined, Company shall be relieved from any and all liability arising there from.

b. Customer further agrees to:

- i. Provide Company clear working access to Covered System(s) to be serviced including, if applicable, lift equipment needed to reach inaccessible equipment (Company can provide at additional price);
- ii. Supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;
- iii. Notify all required persons, including but not limited to authorities having jurisdiction, employees, and monitoring services, of scheduled testing and/or repair of systems;
- iv. Provide a safe work environment;
- v. 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
- vi. Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this Agreement.
- vii. If escorts are required, work must be started within one (1) hour of Company staff arrival to customer site. Any additional waiting / processing time (whether at entry time, during work performance, or exit time) will be billable at quarter hour increments based upon the hourly prices established for Repairs and Unscheduled Services.

### **5. Reserved**

**6. Limitation of Liability; Limitations of Remedy. It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage, if any, shall be obtained by the Customer and that amounts payable to Company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer' release and waive all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert.**

It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the specific GSA Order 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 for the specific GSA order. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the specific site where the incident occurred. Such sum shall be complete and exclusive. If Customer desire Company to assume greater liability, the parties shall amend this Agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the Customer for the assumption by Company of such greater liability, provided however that such rider shall in no way be interpreted to hold Company as an insurer.

**IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. 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.**

7. **Exclusions.** This Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; batteries; recharging of chemical suppression systems; 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, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). This Agreement does not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts.. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

**8. Terms and Conditions Governing Alarm Monitoring Service.**

a. Customer agrees and acknowledges that Company's sole and only obligation 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.

**b. Customer's Duties.**

i. 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.

ii. 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.

iii. 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.

iv. 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.

v. 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.

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

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

viii. ~~Customer shall 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.~~

viii. 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.

**c. Communication Facilities.**

i. **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.

ii. **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.

iii. **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.**

**d. 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.

**e. 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.

**f. System Equipment.** 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.

**g. 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. The 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.



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

Contractor: <b>SimplexGrinnell</b>		SimplexGrinnell TXMAS Schedule										
Sales Representative:		Heather Foster		(District #) 494-019461! Fire Alarm & Suppression Services :				<b>TXMAS-5-03FAC010</b>				
Street:		3101 SE Inner Loop								Fire Alarm Services		
City:		Georgetown										
State:		Texas										
Phone #:												
End-User Facility Name		Williamson County Juvenile Justice Center						<div style="background-color: #cccccc; padding: 5px;"> <b>Full Service Pricing</b>  <b>Includes Annual Inspection</b> </div>				
Address		200 Wilco Way										
Zip Code		78626										
		Enter quantity of each of desired line items below rose colored boxes Total Price will automatically be calculated at bottom of sheet.										
<b>LINE ITEMS - Fire Alarm Contract (Conventional) SIN 561-001</b>		<b>Initial Test, Inspect, &amp; Report</b>	<b>Qty</b>	<b>Total Initial Test, Inspect, &amp; Report</b>						<b>Annual Full Maintenance</b>	<b>Qty</b>	<b>Total Annual Full Maintenance</b>
<b>Control Equipment</b>												
Simplex 4004		\$ 160.41		\$ -						\$ 548.00		\$0.00
Simplex 4005		\$ 160.41		\$ -						\$ 543.21		\$0.00
Simplex 4208		\$ 160.41		\$ -						\$ 548.00		\$0.00
Simplex 2001		\$ 160.41		\$ -						\$ 548.00		\$0.00
Simplex 4006		\$ 160.41		\$ -						\$ 522.37		\$0.00
Non-Simplex Fire Alarm Control Panel (Hardwire)		\$ 160.41		\$ -						\$ 882.11		\$0.00
Additional Panel (each)		\$ 76.14		\$ -	For Full Service, must insert panel quantities in lines 13-18.					Test Only See Line 104		
Control Panel Special Systems (ie preaction, CO2, Halon alternative, etc)		\$ 160.41		\$ -						\$ 573.42		\$0.00
Control Panel Central Transmitter		Included								Included		
Central Station Receiver		Included								Included		
Annunciator LED type		\$ 35.53		\$ -						\$ 154.43		\$0.00
Annunciator graphic command center		\$ 76.14		\$ -						Test Only See Line 104		
NAC Power Extender (Includes Battery Testing)		\$ 76.14		\$ -						\$ 152.93		\$0.00
Battery testing - lead acid		Included								Test Only See Line 104		
Battery testing -gel cell		Included								Test Only See Line 104		
Battery testing - Ni-Cad		Included								Test Only See Line 104		
D.A.C.T.		\$ 20.30		\$ -						\$ 71.16		\$0.00
Emergency Telephone		\$ 3.87		\$ -						Test Only See Line 104		
Phone Jacks		\$ 4.06		\$ -						Test Only See Line 104		

LINE ITEMS - Fire Alarm Contract (Conventional) SIN 561-001	Initial Test, Inspect, & Report	Qty	Total Initial Test, Inspect, & Report						Annual Full Maintenance	Qty	Total Annual Full Maintenance
Call-in signal; off-hook indicator	Included								Test Only See Line 104		
Amplifier & tone generators	Included								Test Only See Line 104		
<b>Initiating Devices</b>											
Duct detector Functional Test Only	\$ 20.30		\$ -						\$114.77		\$0.00
Duct detector , Inspection, Cleaning, Sensitivity	\$ 35.53		\$ -						Test Only See Line 104		
Subfloor Detector (Test and Inspect)	\$ 15.23		\$ -						Test Only See Line 104		
Subfloor Detector (Test, Clean and Sensitivity)	\$ 27.41		\$ -						Test Only See		
Heat detector: restorable	\$ 11.17		\$ -						\$37.05		\$0.00
Heat detector: non-restorable	\$ 11.17		\$ -						\$37.05		\$0.00
Smoke detector: photoelectric (Includes Detector Cleaning)	\$ 12.57		\$ -						Test Only See Line 104		
Smoke Detector Test & Inspect	\$ 7.75		\$ -						\$27.20		\$0.00
Smoke detector: beam detection	\$ 42.64		\$ -				For Inspections and Repairs of this device, Lift pricing will be priced separately depending on the device location		\$146.50		\$0.00
Smoke Detector Test/Inspect, Clean, and Sensitivity Testing	\$ 21.32		\$ -						\$67.57		\$0.00
Smoke Detector Sensitivity Report from Panel	\$ 126.90		\$ -						Test Only See Line 104		
Above ceiling grid smoke detector Inspection	\$ 21.32		\$ -						\$64.81		\$0.00
Smoke detector: laser	\$ 40.61		\$ -						Test Only See		
Master Box	\$ 26.40		\$ -						\$171.18		\$0.00
Fire Alarm Box (Manual Pull Station)	\$ 3.87		\$ -						\$14.97		\$0.00
Flame Detector	\$ 40.61		\$ -						\$293.49		\$0.00
Elevator Shunt Trip Test/Per Bank	\$ 21.31		\$ -						Test Only See Line 104		
Vesda Early Detection Device	\$ 42.64		\$ -						\$249.10		\$0.00
Fire Supervisory Signal, Emergency Generator	\$ 3.87		\$ -						Test Only See Line 104		
Fire Supervisory Signal, Air Pressure	\$ 6.60		\$ -						\$24.12		\$0.00
Sprinkler Water Flow Switch Electrical only	\$ 6.60		\$ -						\$25.92		\$0.00
Sprinkler Tamper Switch Electrical only	\$ 6.60		\$ -						\$24.12		\$0.00

LINE ITEMS - Fire Alarm Contract (Conventional) SIN 561-001	Initial Test, Inspect, & Report	Qty	Total Initial Test, Inspect, & Report						Annual Full Maintenance	Qty	Total Annual Full Maintenance
Fire Supervisory Signal, Fire Pump	\$ 3.87		\$ -						Test Only See Line 104		
	\$ -										
<b>Miscellaneous</b>	\$ -										
Water tank; low level	\$ 3.87		\$ -						Test Only See Line 104		
Water tank; high level	\$ 3.87		\$ -						Test Only See Line 104		
Water tank; temperature	\$ 3.87		\$ -						Test Only See Line 104		
Lift Rental per inspection / Service Call (If Required)	\$ 319.80	0	\$ -						\$319.80		\$0.00
Door closer/Holder	\$ 3.87		\$ -						\$90.21		\$0.00
Smoke Dampers	\$ 69.62		\$ -						Test Only See Line 104		
Overhead fire doors	\$ 152.28		\$ -						Test Only See Line 104		
<b>Alarm Notification Appliances</b>											
Fire Alarm, Bell	\$ 3.87		\$ -						\$15.27		\$0.00
Speakers	\$ 3.87		\$ -						\$15.27		\$0.00
Fire Alarm Audio Visual Device (A/V)	\$ 3.87		\$ -						\$18.67		\$0.00
Fire Alarm Visual Device	\$ 3.87		\$ -						\$17.92		\$0.00
Horns	\$ 3.87		\$ -						\$15.27		\$0.00
chimes	\$ 3.87		\$ -						\$15.27		\$0.00
<b>Monitoring</b>											
UL Central Station Monitoring (Fire)	\$ 319.80	1	\$ 319.80								
Single Bldg fire alarm only including 24-hour dialer test	\$ 409.14		\$ -								
Multiple Bldg. applications (same Dialer) Cost per each building)	\$ 153.30		\$ -								
Combo Fire & Security Monitoring - Single Bldg	\$ 537.06		\$ -								
Single Bldg Burglar alarm	\$ 383.76		\$ -								
Holdup Duress	\$ 63.96		\$ -								
Open/Close Logging (Log Only)	\$ 166.50		\$ -								
Open/Close Logging Supervised	\$ 447.72		\$ -								

[illegible]

If a Reduction is needed, **type** it in here>

Initial Test & Inspect. Sub Total:	\$ 319.80
Difficulty Factor	1.15
Sub Total	\$ 367.77
Spot Reduction	\$ -
Price Reduction	\$ 8.50
<b>Total Initial Test &amp; Inspect</b>	<b>\$ 359.27</b>

If a Reduction is needed, **type** it in here>

Annual Full Maintenance Sub Total:	\$ -
Difficulty Factor	1.15
Sub Total	\$ -
Spot Reduction	\$ -
Price Reduction	\$ 8.50
<b>Total Annual Full Maintenance</b>	<b>\$ -</b>

		Normal Business Hours Order Total
Zip Code	78626	\$ 359.27
End-User Facility Name	Juvenile Justice	
Address	200 Wilco Way	
Normal Business Hours are Monday - Friday 7:00 am to 4:30 pm, excluding holidays		

By signing, customer acknowledges and agrees to the additional terms and conditons below. Simplex Grinnell is not obligated to perform services until signature is obtained.

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

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

Zip Code	78626	After Normal Business Hours Order Total
End-User Facility Name	Williamson County Juvenile Justice Center	\$ 538.91
Address	200 Wilco Way	
Use only if inspections are required to be performed outside normal business hours		

By signing, customer acknowledges and agrees to the additional terms and conditons below. Simplex Grinnell is not obligated to perform services until signature is obtained.

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

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

**The below Negotiated hourly charges are for Repairs and Unscheduled Services Labor only.**

**Fire Alarm Technician (Non-Software based)**

**Rates - NICET Level II Technician (Conventional/Hard Wired System)**

Repair Services per hour during normal hours (Monday through Friday)	Per Hour \$92.39
Repair services per hour outside normal hours (Before 7:00 am and After 4:30 pm Monday Through Friday and all hours on Saturday)	\$137.82
Repair services per hour Sunday and Holidays	\$183.76

Travel time is permitted for all repairs and unscheduled services not covered in the line items ordered above. Maximum travel time charge is (4) hours.

Minimum charge for an Emergency and/or Priority Call is (3) Hours (Inspection Deficiencies are Excluded)

**Repairs and unscheduled services are not to be quoted using this document, please use the applicable quote forms located on our SG Intranet site "<http://simplexgrinnell.ia/government/US/index.asp>" under GSA Schedules; Service.**

## **Additional Terms and Conditions**

As agreed upon by the GSA FSS Contracting Officer and documented in a Modification PS-0020 to the GSA FSS contract, the following SG Commercial Terms and Exclusions are proposed for contractual inclusion in all Orders issued by ordering activities under the GSA FSS Contract, except that for Section H.5 (Limited Warranty), which reflects SG's Standard Commercial Warranty, this language will be included in GSA Advantage and shall be applicable to the GSA FSS master contract level.

For ease of understanding, as used in these SG Commercial Terms and Exclusions the term "Agreement" refers to the Orders issued by ordering activities, "Customer" refers to ordering activities, and "Company" refers to SimplexGrinnell LP.

1. **Services.** Company will perform the services described in the Agreement ("Services") for one or more system(s) or equipment as described in this Agreement or the listed attachments ("Covered System(s)").
2. **Code Compliance.** Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Agreement Scope of Work. Customer
3. **Reciprocal Waiver of Claims (SAFETY Act).** Certain of SimplexGrinnell's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism
4. **Customer Responsibilities.**

a. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customers attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date (this includes the date of all Orders and the date of all requests for work to be performed, whichever first occurs). If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval by Customer's on-site authorized representative prior to work performance. Should such repair work be declined, Company shall be relieved from any and all liability arising there from.

b. Customer further agrees to:

- i. Provide Company clear working access to Covered System(s) to be serviced including, if applicable, lift equipment needed to reach inaccessible equipment (Company can provide at additional price);
- ii. Supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;
- iii. Notify all required persons, including but not limited to authorities having jurisdiction, employees, and monitoring services, of scheduled testing and/or repair of systems;
- iv. Provide a safe work environment;
- v. 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
- vi. Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this Agreement.
- vii. If escorts are required, work must be started within one (1) hour of Company staff arrival to customer site. Any additional waiting / processing time (whether at entry time, during work performance, or exit time) will be billable at quarter hour increments based upon the hourly prices established for Repairs and Unscheduled Services.

### **5. Reserved**

6. **Limitation of Liability; Limitations of Remedy.** It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage, if any, shall be obtained by the Customer and that amounts payable to Company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer' release and waive all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert.

It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the specific GSA Order 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 for the specific GSA order. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the specific site where the incident occurred. Such sum shall be complete and exclusive. If Customer desire Company to assume greater liability, the parties shall amend this Agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the Customer for the assumption by Company of such greater liability, provided however that such rider shall in no way be interpreted to hold Company as an insurer.

**IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. 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.**

7. **Exclusions.** This Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; batteries; recharging of chemical suppression systems; 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, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). This Agreement does not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts.. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

**8. Terms and Conditions Governing Alarm Monitoring Service.**

a. Customer agrees and acknowledges that Company's sole and only obligation 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.

**b. Customer's Duties.**

i. 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.



ii. 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.

iii. 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.

iv. 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.

v. 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.

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

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

viii. Customer shall 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.

viii. 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.

**c. Communication Facilities.**

i. **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.

ii. **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.

iii. **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.**

**d. 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.

**e. 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.

**f. System Equipment.** 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.

**g. 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. The 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.

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

Contractor: <b>SimplexGrinnell</b>		SimplexGrinnell TXMAS Schedule										
Sales Representative:		Heather Foster		(District #) 494-019461! Fire Alarm & Suppression Services :				<b>TXMAS-5-03FAC010</b>				
Street:		3101 SE Inner Loop								Fire Alarm Services		
City:		Georgetown										
State:		Texas										
Phone #:												
End-User Facility Name		Williamson County Annex Bldg (Taylor)						<div style="background-color: #cccccc; padding: 5px;"> <b>Full Service Pricing</b>  <b>Includes Annual Inspection</b> </div>				
Address		412 Vance St.										
Zip Code		76574										
		Enter quantity of each of desired line items below rose colored boxes Total Price will automatically be calculated at botton of sheet.										
<b>LINE ITEMS - Fire Alarm Contract (Conventional) SIN 561-001</b>		<b>Initial Test, Inspect, &amp; Report</b>	<b>Qty</b>	<b>Total Initial Test, Inspect, &amp; Report</b>						<b>Annual Full Maintenance</b>	<b>Qty</b>	<b>Total Annual Full Maintenance</b>
<b>Control Equipment</b>												
Simplex 4004		\$ 160.41		\$ -						\$ 548.00		\$0.00
Simplex 4005		\$ 160.41		\$ -						\$ 543.21		\$0.00
Simplex 4208		\$ 160.41		\$ -						\$ 548.00		\$0.00
Simplex 2001		\$ 160.41		\$ -						\$ 548.00		\$0.00
Simplex 4006		\$ 160.41		\$ -						\$ 522.37		\$0.00
Non-Simplex Fire Alarm Control Panel (Hardwire)		\$ 160.41		\$ -						\$ 882.11		\$0.00
Additional Panel (each)		\$ 76.14		\$ -	For Full Service, must insert panel quantities in lines 13-18.					Test Only See Line 104		
Control Panel Special Systems (ie preaction, CO2, Halon alternative, etc)		\$ 160.41		\$ -						\$ 573.42		\$0.00
Control Panel Central Transmitter		Included								Included		
Central Station Receiver		Included								Included		
Annunciator LED type		\$ 35.53		\$ -						\$ 154.43		\$0.00
Annunciator graphic command center		\$ 76.14		\$ -						Test Only See Line 104		
NAC Power Extender (Includes Battery Testing)		\$ 76.14		\$ -						\$ 152.93		\$0.00
Battery testing - lead acid		Included								Test Only See Line 104		
Battery testing -gel cell		Included								Test Only See Line 104		
Battery testing - Ni-Cad		Included								Test Only See Line 104		
D.A.C.T.		\$ 20.30		\$ -						\$ 71.16		\$0.00
Emergency Telephone		\$ 3.87		\$ -						Test Only See Line 104		
Phone Jacks		\$ 4.06		\$ -						Test Only See Line 104		

LINE ITEMS - Fire Alarm Contract (Conventional) SIN 561-001	Initial Test, Inspect, & Report	Qty	Total Initial Test, Inspect, & Report						Annual Full Maintenance	Qty	Total Annual Full Maintenance
Call-in signal; off-hook indicator	Included								Test Only See Line 104		
Amplifier & tone generators	Included								Test Only See Line 104		
<b>Initiating Devices</b>											
Duct detector Functional Test Only	\$ 20.30		\$ -						\$114.77		\$0.00
Duct detector , Inspection, Cleaning, Sensitivity	\$ 35.53		\$ -						Test Only See Line 104		
Subfloor Detector (Test and Inspect)	\$ 15.23		\$ -						Test Only See Line 104		
Subfloor Detector (Test, Clean and Sensitivity)	\$ 27.41		\$ -						Test Only See		
Heat detector: restorable	\$ 11.17		\$ -						\$37.05		\$0.00
Heat detector: non-restorable	\$ 11.17		\$ -						\$37.05		\$0.00
Smoke detector: photoelectric (Includes Detector Cleaning)	\$ 12.57		\$ -						Test Only See Line 104		
Smoke Detector Test & Inspect	\$ 7.75		\$ -						\$27.20		\$0.00
Smoke detector: beam detection	\$ 42.64		\$ -					For Inspections and Repairs of this device, Lift pricing will be priced separately depending on the device location	\$146.50		\$0.00
Smoke Detector Test/Inspect, Clean, and Sensitivity Testing	\$ 21.32		\$ -						\$67.57		\$0.00
Smoke Detector Sensitivity Report from Panel	\$ 126.90		\$ -						Test Only See Line 104		
Above ceiling grid smoke detector Inspection	\$ 21.32		\$ -						\$64.81		\$0.00
Smoke detector: laser	\$ 40.61		\$ -						Test Only See		
Master Box	\$ 26.40		\$ -						\$171.18		\$0.00
Fire Alarm Box (Manual Pull Station)	\$ 3.87		\$ -						\$14.97		\$0.00
Flame Detector	\$ 40.61		\$ -						\$293.49		\$0.00
Elevator Shunt Trip Test/Per Bank	\$ 21.31		\$ -						Test Only See Line 104		
Vesda Early Detection Device	\$ 42.64		\$ -						\$249.10		\$0.00
Fire Supervisory Signal, Emergency Generator	\$ 3.87		\$ -						Test Only See Line 104		
Fire Supervisory Signal, Air Pressure	\$ 6.60		\$ -						\$24.12		\$0.00
Sprinkler Water Flow Switch Electrical only	\$ 6.60		\$ -						\$25.92		\$0.00
Sprinkler Tamper Switch Electrical only	\$ 6.60		\$ -						\$24.12		\$0.00



[illegible]

If a Reduction is needed, **type** it in here>

Initial Test & Inspect. Sub Total:	\$ 480.21
Difficulty Factor	1.15
Sub Total	\$ 552.25
Spot Reduction	\$ -
Price Reduction	\$ 8.50
<b>Total Initial Test &amp; Inspect</b>	<b>\$ 543.75</b>

If a Reduction is needed, **type** it in here>

Annual Full Maintenance Sub Total:	\$ -
Difficulty Factor	1.15
Sub Total	\$ -
Spot Reduction	\$ -
Price Reduction	\$ 8.50
<b>Total Annual Full Maintenance</b>	<b>\$ -</b>

		Normal Business Hours Order Total
Zip Code	76574	\$ 543.75
End-User Facility Name	Annex Bldg (Taylor)	
Address	412 Vance St.	
Normal Business Hours are Monday - Friday 7:00 am to 4:30 pm, excluding holidays		

By signing, customer acknowledges and agrees to the additional terms and conditons below. Simplex Grinnell is not obligated to perform services until signature is obtained.

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

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

Zip Code	76574	After Normal Business Hours Order Total
End-User Facility Name	Williamson County Annex Bldg (Taylor)	\$ 815.63
Address	412 Vance St.	
Use only if inspections are required to be performed outside normal business hours		

By signing, customer acknowledges and agrees to the additional terms and conditons below. Simplex Grinnell is not obligated to perform services until signature is obtained.

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

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

**The below Negotiated hourly charges are for Repairs and Unscheduled Services Labor only.**

**Fire Alarm Technician (Non-Software based)**

**Rates - NICET Level II Technician (Conventional/Hard Wired System)**

Repair Services per hour during normal hours (Monday through Friday)	Per Hour \$92.39
Repair services per hour outside normal hours (Before 7:00 am and After 4:30 pm Monday Through Friday and all hours on Saturday)	\$137.82
Repair services per hour Sunday and Holidays	\$183.76

Travel time is permitted for all repairs and unscheduled services not covered in the line items ordered above. Maximum travel time charge is (4) hours.

Minimum charge for an Emergency and/or Priority Call is (3) Hours (Inspection Deficiencies are Excluded)

**Repairs and unscheduled services are not to be quoted using this document, please use the applicable quote forms located on our SG Intranet site "<http://simplexgrinnell.ia/government/US/index.asp>" under GSA Schedules; Service.**



## **Additional Terms and Conditions**

As agreed upon by the GSA FSS Contracting Officer and documented in a Modification PS-0020 to the GSA FSS contract, the following SG Commercial Terms and Exclusions are proposed for contractual inclusion in all Orders issued by ordering activities under the GSA FSS Contract, except that for Section H.5 (Limited Warranty), which reflects SG's Standard Commercial Warranty, this language will be included in GSA Advantage and shall be applicable to the GSA FSS master contract level.

For ease of understanding, as used in these SG Commercial Terms and Exclusions the term "Agreement" refers to the Orders issued by ordering activities, "Customer" refers to ordering activities, and "Company" refers to SimplexGrinnell LP.

1. **Services.** Company will perform the services described in the Agreement ("Services") for one or more system(s) or equipment as described in this Agreement or the listed attachments ("Covered System(s)").
2. **Code Compliance.** Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Agreement Scope of Work. Customer
3. **Reciprocal Waiver of Claims (SAFETY Act).** Certain of SimplexGrinnell's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism
4. **Customer Responsibilities.**

a. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customers attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date (this includes the date of all Orders and the date of all requests for work to be performed, whichever first occurs). If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval by Customer's on-site authorized representative prior to work performance. Should such repair work be declined, Company shall be relieved from any and all liability arising there from.

b. Customer further agrees to:

- i. Provide Company clear working access to Covered System(s) to be serviced including, if applicable, lift equipment needed to reach inaccessible equipment (Company can provide at additional price);
- ii. Supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;
- iii. Notify all required persons, including but not limited to authorities having jurisdiction, employees, and monitoring services, of scheduled testing and/or repair of systems;
- iv. Provide a safe work environment;
- v. 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
- vi. Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this Agreement.
- vii. If escorts are required, work must be started within one (1) hour of Company staff arrival to customer site. Any additional waiting / processing time (whether at entry time, during work performance, or exit time) will be billable at quarter hour increments based upon the hourly prices established for Repairs and Unscheduled Services.

### **5. Reserved**

**6. Limitation of Liability; Limitations of Remedy. It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage, if any, shall be obtained by the Customer and that amounts payable to Company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer' release and waive all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert.**

It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the specific GSA Order 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 for the specific GSA order. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the specific site where the incident occurred. Such sum shall be complete and exclusive. If Customer desire Company to assume greater liability, the parties shall amend this Agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the Customer for the assumption by Company of such greater liability, provided however that such rider shall in no way be interpreted to hold Company as an insurer.

**IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. 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.**

7. **Exclusions.** This Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; batteries; recharging of chemical suppression systems; 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, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). This Agreement does not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts.. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

**8. Terms and Conditions Governing Alarm Monitoring Service.**

a. Customer agrees and acknowledges that Company's sole and only obligation 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.

**b. Customer's Duties.**

i. 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.

ii. 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.

iii. 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.

iv. 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.

v. 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.

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

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

viii. Customer shall 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.

viii. 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.

**c. Communication Facilities.**

i. **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.

ii. **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.

iii. **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.**

**d. 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.

**e. 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.

**f. System Equipment.** 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.

**g. 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. The 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.

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

## EXHIBIT B

<u>Contract #</u>	<u>Start Date</u>	<u>End Date</u>	<u>Description / Address</u>	<u>MON</u>
27978344	1-May-15	30-Apr-18	EMERGENCY SVC OPS CENTER-911 TRACY CHAMBERS LANE-1992	\$ 272.76
427648	1-Nov-17	31-Oct-18	301 SE INNERLOOP GEORGETOWN (01356528)	\$ 359.27
66837585	1-Jan-17	31-Dec-17	107 S HOLLY ST-01245674	\$ 359.27
996367	1-Mar-17	28-Feb-18	1801 E Old Settlers Blvd-02030289	\$ 344.34
996350	1-Mar-17	28-Feb-18	1781 E OLD SETTLERS BLVD-02030140	\$ 325.27
934293	1-Mar-17	28-Feb-18	Cedar Park Annex-01245665	\$ 289.20
806848	1-Aug-17	31-Jul-22	710 MAIN ST (00540839)	\$ 324.95
				<b>\$ 2,275.06</b>