

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		
Miscellaneous		\$ -								Test Only See Line 104		
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 \$90.21		\$0.00 \$0.00
Door closer/Holder		\$ 3.87		\$ -						Test Only See Line 104		
Smoke Dampers		\$ 69.62		\$ -						Test Only See Line 104		
Overhead fire doors		\$ 152.28		\$ -						Test Only See Line 104		
Alarm Notification Appliances												
Fire Alarm, Bell		\$ 3.87		\$ -						\$15.27		\$0.00
Speakers		\$ 3.87		\$ -						\$15.27		\$0.00
Fire Alarm Audio Visual Device (AV)		\$ 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
Monitoring												
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		\$ -								

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Initial Test & Inspect. Sub Total:	\$ 480.21
Difficulty Factor	1.15
Sub Total	\$ 552.25
Spot Reduction	\$ -
Price Reduction	\$ 8.50
Total Initial Test & Inspect	\$ 543.75

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
Total Annual Full Maintenance	\$ -

Zip Code	78634	Normal Business Hours Order Total	\$ 543.75
End-User Facility Name	Sheriff's Training		
Address	Hutto, TX		

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

Customer Signature: _____

Title: _____ Date: _____

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Zip Code	78634	After Normal Business Hours Order Total	\$ 815.63
End-User Facility Name	Williamson County Sheriff's Training Facility		
Address	Hutto, TX		

Use only if inspections are required to be performed outside normal business hours

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)

Repair services per hour outside normal hours (Before 7:00 am and After 4:30 pm Monday Through Friday and all hours on Saturday)

Repair services per hour Sunday and Holidays

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.ialgovernment/US/index.asp" under GSA Schedules; Service.

Per Hour

\$92.39

\$137.82

\$183.76

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 thereof, 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 date data. If any defect in operation of the System develops, or in the event of a power failure, interruption of telephone service, or other interruption at 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 testing 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 SERVICES 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.