



DISTRICT SCHOOL BOARD OF PASCO COUNTY

Kurt S. Browning, Superintendent of Schools

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638

Purchasing Services

Michael J. Woodall, CPPO, Purchasing Agent

813/ 794-2221 Fax: 813/ 794-2112

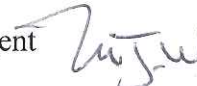
727/ 774-2221 TDD: 813/794-2484

352/ 524-2221 e-mail: mwoodall@pasco.k12.fl.us

December 17, 2013

MEMORANDUM

TO: Honorable School Board Members

FROM: Michael J. Woodall, CPPO, Purchasing Agent 

RE: #14-035-DN
Direct Negotiated Contract for Fire Alarm Installation
SimplexGrinnell

On October 1, 2013, official action (attached) was granted to allow Purchasing Services permission to negotiate a direct contract with SimplexGrinnell for the acquisition of parts, software and labor associated with the District's electronic fire alarm systems "as needed" for use throughout the District.

The Department of Education Rule 6A-1.012(14) allows a district school board, when acquiring high technology resources, to make any acquisition through the direct negotiation and contract with a vendor when it is in their best interest to do so.

As indicated in the previous request, the direct negotiated contract (attached) with pricing is being submitted for Board approval. This is a five-year contract, renewable annually based upon mutual consent of both parties. The first year of the contract shall cover the period of January 1, 2014 through December 31, 2014. The anticipated annual expenditures will be approximately \$900,000 using Capital funds to install additional devices as needed, relocate portable classroom fire alarm systems and for new system upgrades.

Should you have any questions regarding this matter, or if I can be of further assistance, please feel free to contact me at your earliest convenience.

MJW/acf

Date/Time: December 11, 2013 09:22:00



DISTRICT SCHOOL BOARD OF PASCO COUNTY

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Purchasing Services

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352/ 524-2221 e-mail: mwoodall@pasco.k12.fl.us

October 1, 2013

MEMORANDUM

TO: Honorable School Board Members

FROM: Michael J. Woodall, CPPO, Purchasing Agent 

RE: Request Permission to Negotiate
Simplex Fire Alarm Systems

On November 20, 2007, official action (attached) was granted to allow permission to directly negotiate the acquisition of parts, software and labor associated with the district's electronic fire alarm systems for Simplex products. The one-year extension of this contract will expire on December 31, 2013. Maintenance Services, Construction Services and the Purchasing Services Department have reviewed the existing contract, conditions, and past rationale to verify the applicability of future negotiations through the bid exemptions as presently allowed through the Department of Education rule 6A-1.012(14) – Information Technology.

Currently this DOE rule allows the Board to enter into direct negotiations for high technology hardware, software and components when it is in their best interest to do so. Based upon past and present rationale, it is my recommendation that this acquisition be negotiated as allowed under the above-referenced rule as a multi-year contract, renewable annually by mutual agreement of both parties for a period not to exceed five years. Upon reaching a successful conclusion, I will forward copies of the contract and pricing structure to the Board for your approval.

Should you have any questions regarding this matter, please contact me at your earliest convenience.

MJW/acf

Attachments





District School Board of Pasco County

20430 Gator Lane • Land O' Lakes, Florida 34638 • 813/794-2221

Heather Fiorentino, Superintendent

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Department of Purchasing
Kendra Goodman, CPPB, Purchasing Agent
813/794-2221 Fax: 813/794-2111
727/774-2221 TDD: 813/794-2484
352/524-2221 e-mail: kgoodman@pasco.k12.fl.us

November 14, 2007

MEMORANDUM

TO: Honorable School Board Members

FROM: Kendra Goodman, CPPB, Purchasing Agent

RE: Request Permission to Negotiate
Simplex Fire Alarm Systems

On November 19, 2002, official action (attached) was granted to allow permission to directly negotiate the acquisition of parts, software and labor associated with The District's electronic fire alarm systems for Simplex products. Considering the fifth year of this contract will expire on December 31, 2007, the Maintenance and Facility Services Department, Construction Services and Code Compliance, and the Purchasing Department have been reviewing the existing contract, conditions, and past rationale to verify the applicability of future negotiations through the bid exemptions as presently allowed through the Department of Education rule 6A-1.012 (10) – Information technology.

Currently under the Department of Education rule 6A-1.012(10) allows the Board to enter into direct negotiations for high technology hardware, software and components when it is in their best interest to do so. The term information technology as defined in State Statutes 282.0041(7) means "equipment, hardware, software, firmware, programs, systems, networks, infrastructure, media, and related material used to automatically, electronically, and wirelessly collect, receive, access, transmit, display, store, record, retrieve, analyze, evaluate, process, classify, manipulate, manage, assimilate, control, communicate, exchange, convert, converge, interface, switch, or disseminate information of any kind or form."

Given the fact that the majority of fire alarm systems in the district are similar to computers in that they have front-end processors, data terminals, data storage units, miscellaneous peripheral equipment and data is automatically and electronically transmitted, displayed, stored analyzed, processed, communicated and disseminated to the appropriate fire authorities it appears that Simplex fire alarm systems fulfill the definition and intent of DOE's terminology for information technology and, therefore, would be exempt from the competitive bidding process.

Based upon past and present rationale, it is my recommendation that this acquisition be negotiated as allowed under the above-referenced rule as a multi-year contract, renewable annually by mutual agreement of both parties for a period not to exceed five years. Upon reaching a successful conclusion, I will forward copies of the contract and prices for your ratification.

Should you have any questions regarding this request, or if I can be of further assistance, please feel free to contact me at your earliest convenience.

KDG/lmr

Attachments

District School Board
of Pasco County

OCT 01 2007

Board Approved

District School Board
of Pasco County

NOV 20 2007

Board Approved

#14-035-DN
DIRECT NEGOTIATED CONTRACT
FOR
FIRE ALARM INSTALLATION

This agreement is between Pasco County School Board and SimplexGrinnell (Simplex). Pasco County School Board and Simplex agree that the following provisions shall govern the establishment and implementation of an ongoing business relationship. This relationship shall include (as needed) the purchase of Simplex manufactured products, labor for repairs, installation for retrofits in existing buildings, portables, small upgrades to existing fire alarm systems, new construction and warranty for fire alarm systems. Pasco County School Board or an authorized agent of Pasco County School Board may purchase Simplex manufactured products or services by referencing this agreement.

Intent of Agreement

The work shall consist of delivery of all Simplex equipment/parts currently offered by Simplex and all future programming software or equipment developed as product line enhancements related to fire alarm systems. Further, the work may include turnkey service which encompasses pre-proposal surveys and engineering, project engineering surveys, engineered drawings and documents, system start-up including installation of all equipment/parts per all applicable codes including the Florida Fire Prevention Code.

It is also the intent that Pasco County School Board shall purchase replacement equipment or hardware manufactured by Simplex. Pasco County School Board reserves the right to purchase spare parts to be installed by School Board employees with no additional services from SimplexGrinnell.

Pasco County School Board will provide SimplexGrinnell with advanced notification of pending projects. They will work with Simplex directly or indirectly to prepare project design, specifications, estimates, and quotations/proposal to satisfy the needs of Pasco County School Board and adhere to national, state, and local codes.

SimplexGrinnell will provide a list, upon request, of all orders in a quarterly report to Pasco County School Board and make available an audit of any requested project to verify agreement-pricing continuity.

Operational Procedures

1. Pasco County School Board will advise all of their facilities managers and maintenance personnel of this Account Agreement and recommend that they use Simplex fire alarm products and services wherever possible.
2. Pasco County School Board shall notify SimplexGrinnell of pending new construction and renovation projects that require Simplex systems.
3. At Pasco County School Board's discretion they shall inform designated Architects, Engineers, and Contractors that SimplexGrinnell will assist in system design and layout.
4. The SimplexGrinnell design office will coordinate the application, specifications, and design between Pasco County School Board's architect of record for all new construction, renovations and major additions. This **must** be in accordance with the mutually agreed upon schedule.
5. The SimplexGrinnell design office will coordinate the application, specifications, and design between Pasco County School Board's Maintenance Department for all retrofits in existing buildings, portables, small upgrades to existing fire alarm systems. This **must** be in accordance with the mutually agreed upon schedule.
6. SimplexGrinnell shall be responsible for performing all designs, takeoffs, drawings, and submittal preparations required by Pasco County School Board for all new construction, renovations and major additions, as requested.
7. Quotations/proposals shall show unit prices for equipment/parts, materials, labor and other job related items specifically needed for each project. Engineering, Drawings, and Technical Installation Support will also be included in the price as will any additional service labor required. Quotations/Proposals will include the current SimplexGrinnell pricing for equipment/parts and current estimating tool at the time of the quotation and will be submitted to Pasco County School Board prior to the start of any installation of the system.
8. Simplex will provide their current pricer on a compact disc (CD) for verification of parts pricing to Pasco County School Board. This CD pricer will be for the private use by Pasco County School Board and is to be used for price verification only.
9. SimplexGrinnell shall be at the project location to provide Technical Installation Support as described under the Authorized Simplex Installation Pricing and Services section of this agreement.

SimplexGrinnell Initial

Pasco County School Board Initial

Cancellation and Re-configuration Charges

In the event Pasco County School Board (a) cancels any orders, (b) fails to meet any material obligations hereunder, (c) receives Engineering services to determine the cost of any project that the School System is unable to complete, at no fault to Simplex, including failure or refusal to make timely payments, causing Simplex to cancel or reschedule any order portion thereof, (d) requests a rescheduling of scheduled Simplex manufactured panels, or (e) requests a configuration change causing rescheduling of Simplex manufactured panels, and the request is accepted by Simplex, Pasco County School Board may be subject to a cancellation/reschedule charge. The amount to be charged to Pasco County School Board will be in accordance as listed on the rate schedule for the actual work or materials that have been performed or received and an additional cancellation/reschedule charge not to exceed 5% of the total.

Non-Performance Term for New Construction

The project must be complete and have the final inspection with issuance of certification, within the agreed duration. Pasco County School Board reserves the right to enforce a \$500.00 per calendar day, plus firewatchers as liquidation damages. Firewatchers should be specially trained in fire prevention and in occupant and fire department notification techniques, and they should understand the particular fire safety situation for public education purposes. The start date of the project will be the date of the notice to proceed (purchase order) and the completion date will be the date mutually agreed upon that the system is substantially completed. Liquidated damages, if enforced, will start the day after the agreed completion date and will continue until the project is substantially complete. To the extent of Simplex's negligence, liquidated damages will only apply if Simplex is at fault for the delay.

Exclusivity

This contract does NOT establish an exclusive arrangement between the Pasco County School Board and SimplexGrinnell. The Pasco County School Board reserves, but is not limited to, the following rights: The right to use others to perform work and services described in this contract. The unrestricted right to bid any work or services described herein.

Taxes, Licenses, Permits

Unless otherwise agreed to in writing, SimplexGrinnell will be responsible for obtaining all licenses. Any permitting, if applicable (Design) will be obtained and coordinated through Pasco County School Board's Construction Services & Code Compliance Department prior to the start of any work. Pasco County School Board may elect to issue separate purchase orders for equipment/parts and labor/materials for tax savings if it is in their best interest. All system design drawings must meet all applicable codes, including the Florida Fire Prevention Code.

Long Term Equipment/Parts and Support Pricing


In the event that either party fails to renew this contract annually, Simplex agrees to hold the equipment/parts pricing at a discounted rate of the current list price, as described under the Pricer section, less 20% at the time the product is purchased for a period of 10 years beyond renewal/cancellation date. All labor will be priced at Simplex's current labor rates, as described under Installation Services section, at the time services are provided and will not exceed those as listed in the U.S. Department of Labor, Bureau of Labor Statistics, Current Metropolitan Area Occupational Employment and Wage Estimates, Tampa-St. Petersburg-Clearwater, FL MSA, 50% (Median) Rate. See the Installation Services section for a breakdown of Specific Occupational Codes. Simplex also agrees to hold the Technician's hourly labor rate as described under the Technician section.


New Construction, Construction Management, General Contractor or Direct Purchase

SimplexGrinnell recognizes that Pasco County School Board may elect to purchase and manage new school construction through different type of contracts (i.e., Construction Management, General Contracting or Direct Purchase). SimplexGrinnell agrees to sell new systems to any authorized agent, such as Architect of record for the Pasco County School Board and will honor all terms and conditions of this agreement and no other.

Purchases By Other Agencies

With the consent and agreement of SimplexGrinnell, purchases may be made under this negotiated contract by other governmental agencies (including school boards) within the state of Florida, all other conditions permitting. The same terms and conditions will apply. For this purpose, the "first year" of the contract for any governmental agency shall be the calendar year in which the respective agency tags-on. For instance, Pasco will be in their second year of the contract on January 1, 2015 and another agency begins tagging-on January 2015, for equipment and parts pricing purposes, the agency tagging-on will be in their first year of the contract.

SimplexGrinnell Initial 

Pasco County School Board Initial 

SimplexGrinnell Installation Pricing and Services

Systems installed by Simplex will be provided with the following services. These services include engineered designs and documentation (drawings), technical services (programming and testing) and project management and other items described herein.

Quotations/proposals are based on the current estimating tool in use at the time of quotation for materials. Where installation services are used Simplex will use the current estimating tool in use at the time of quotation to determine the installation estimate.

Pricer – SimplexGrinnell will provide two updated pricer(s) when published, not to exceed twice a year. Simplex pricer will be provided in compact disc (CD) and formatted in a way that is readable by the Pasco County School Board's Purchasing Department. In the event Simplex fails to deliver two subsequent pricer(s) to the Purchasing Services Department of the Pasco County School Board the previously delivered pricer **WILL** remain in effect until two up-dated pricer(s) are received.

Equipment/Parts – All equipment/parts manufactured by Simplex required for a project will be sold to Pasco County School Board at Simplex's current list price of each item, less the discount as shown on the Rate Schedule, depending on what year the contract is in. The Simplex Pricing CD used will be the current one in effect at the time the quotation is made.

Consulting and Drafting Services – When these services are required for a Project, the cost will be based on a percentage of the current equipment/parts list price as shown on the Rate Schedule. The consulting services will include:

- Pre-Construction
- Site Surveys and Assessments
- Design Layout and Engineering
- System Specifications and Code Compliance (related to all systems provided by Simplex)

Technical Labor – Technical labor will be added for each Project based on a percentage of the current equipment/parts list Price as shown on the attached Rate Structure.

Installation/Labor Services – The Installation cost of each project will be based on the current estimating tool in use at the time of quotation. The labor rate structure used in the current estimating tool shall not exceed the U.S. Department of Labor, Bureau of Labor Statistics, Current Metropolitan Area Occupational Employment and Wage Estimates, Tampa-St. Petersburg-Clearwater, FL, 50% (Median) Rate. Specific Occupational Codes used are: Helper #49-9098, Lead Installer #49-2098, Supervisor #49-1011, and Project Manager #11-9021. Rates for each labor category are shown on the attached Rate Schedule for year 1.

Labor Adjustments - The Purchasing Agent may grant an annual price adjustment for labor, annual adjustments shall be based on changes in the U.S. Department of Labor, Bureau of Labor Statistics, Current Metropolitan Area Occupational Employment and Wage Estimates, Tampa-St. Petersburg-Clearwater, FL MSA, 50% (Median) for each Specific Occupational Code as previously listed.

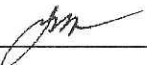
Technician – Technician labor rates shall not exceed the hourly rate, as indicated on the Rate Schedule. The hourly labor rate will begin after the technician arrives on the job, therefore the Pasco County School Board will not pay for travel time.


Technician Labor Adjustments – The Purchasing Agent may grant an annual price adjustment for technician labor, annual adjustments shall be based on annual percentage changes in the U.S. Department of Labor, Bureau of Labor Statistics, current Metropolitan Area Occupational Employment and Wage Estimates, Tampa-St. Petersburg-Clearwater, FL, 50% (Median) for specific occupational code #49-2094.

If the U.S. Department of Labor, Bureau of Labor Statistics, Metropolitan Area Occupational Employment and Wage Estimates, Tampa-St. Petersburg-Clearwater, FL MSA should be discontinued, then an index will be selected that is mutually agreeable to both parties. If no agreement can be reached, this contract will terminate at the end of its current term.

Employer Paid Benefits – Employer paid benefits are based on a percentage of the labor charges as listed on the current estimating tool in use at the time of quotation. This percentage is listed on the Rate Schedule. The percentage rate used in the current estimating tool shall not exceed the U.S. Department of Labor, Bureau of Labor Statistics, National Compensation Data, Employer Cost for Employee Compensation (ECEC) for Series Id #CCU2030000000120.

The Purchasing Agent may grant an annual price adjustment for employer paid benefits. Annual adjustments shall be based on changes in the U.S. Department of Labor, Bureau of Labor Statistics, National Compensation Data, Employer Cost for Employee Compensation (ECEC) for Series Id #CCU2030000000120D.

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Overhead/Profits – The Company Overhead and Estimated Profits are based on a percentage of the current estimating tool for installation labor and miscellaneous materials quotation/proposal, as listed on the Rate Schedule.

Shipping and Handling – No delivery and/or handling charges will be added to equipment/parts. Prices include FOB destination to Job Site. If Pasco County School Board request Special handling, a copy of the shippers invoice must be attached to Simplex's invoice for reimbursement.

Subcontracting Services – If Simplex elects to subcontract, it will be at no additional cost to Pasco County School Board. Subcontracting any of Pasco County School Board's projects will in no way relieve Simplex from fulfilling all obligations arising under this contract. For reimbursement of subcontracting, Simplex must submit a copy of the subcontractor's invoice.

Equipment Rental – If Simplex elects to rent equipment, it will be at no additional cost to Pasco County School Board. For reimbursement of equipment rental, Simplex must submit a copy of the original equipment rental invoice.


Repeat Schools/Drawings – If Pasco County School Board builds a repeat school or performs renovations on an existing school (same drawings/same architect) and there are less than 25% changes to the drawings, in reference to the fire alarm devices, the percentage charges for the Consulting and Drafting Services will be reduced to the amount indicated on the Rate Schedule as a repeat school, provided all codes used are still applicable.

Project Flow

1. Pasco County School Board will identify the project.
2. A meeting is set up by Pasco County School Board to review the project site for design and pricing with Simplex.
 - Pasco County School Board will discuss project scope and review with SimplexGrinnell.
 - Pasco County School Board will assist SimplexGrinnell in locating existing site and building drawings. If drawings cannot be found, SimplexGrinnell will present a quotation/proposal for building background drawings.
 - Pasco County School Board will be on site during the walk through with SimplexGrinnell
3. The SimplexGrinnell design office will coordinate the application, specifications, and design between Pasco County School Board's architect of record for all new construction, renovations and major additions. This must be in accordance with the mutually agreed upon schedule.
4. SimplexGrinnell will submit pricing to Pasco County School Board's Purchasing Services Department with all required attachments as described in this Agreement.
5. Pasco County School Board will provide SimplexGrinnell with a purchase order.
6. SimplexGrinnell will provide submittals, detailed drawings with a PE stamp and other required documentation for permitting purposes.
7. Pasco County School Board will review the submittals and drawings for conformance to the scope of the project.
8. If the documents conform to the scope of the work, Pasco County School Board's Construction Services & Code Compliance will issue a permit, which will start the installation duration.
9. Upon completion of the project, SimplexGrinnell will call for a final inspection of code compliance. NFPA Certification documentation must be provided to the Pasco County School Board.
10. After the final inspection, Simplex will provide all close out documents.

RATE SCHEDULE

Equipment/Parts	Discount Rate				
	Year 1	Year 2	Year 3	Year 4	Year 5
Simplex Equipment/Parts	38.5%	38.5%	38.5%	38.5%	38.5%

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Pasco County School Board Initial 

RATE SCHEDULE

Consulting, Drafting Services and OPSVC		Rate				
Contract Year		Year 1	Year 2	Year 3	Year 4	Year 5
Survey, Design & Specifications, System Layout, Submittals, Design Support and Document Copies		5%	5%	5%	5%	5%
Floor Plans, Riser Diagrams, Point to Point Wiring Diagrams and As-Build Drawings		2.5%	2.5%	2.5%	2.5%	2.5%
For REPEATS with the same drawings Consulting, Drafting Services and OPSVC		Rate				
Contract Year		Year 1	Year 2	Year 3	Year 4	Year 5
Survey, Design & Specifications, System Layout, Submittals, Design Support and Document Copies		4%	4%	4%	4%	4%
Floor Plans, Riser Diagrams, Point to Point Wiring Diagrams and As-Build Drawings		2%	2%	2%	2%	2%

Technical Labor		Rate				
Contract Year		Year 1	Year 2	Year 3	Year 4	Year 5
Terminating Panels and Devices, System Testing, Programming, System Certification and Miscellaneous Technical Support		9.1%	9.1%	9.1%	9.1%	9.1%

Installation/Labor Services		Hourly Rate				
Contract Year		Year 1	Year 2	Year 3	Year 4	Year 5
Helper	SOC code 49-9098	\$11.30	See Installation/Labor Services Section For Labor Adjustments For Year 1 through Year 5			
Lead Installer	SOC code 49-2098	\$19.52				
Supervisor	SOC code 49-1011	\$27.30				
Project Manager	SOC code 11-9021	\$43.51				

Technician Hourly Labor Rate		Rate				
Contract Year		Year 11	Year 12	Year 13	Year 14	Year 15
Hardwired Fire Alarm		\$85.00	See Technician Labor Adjustments Section For Year 1 through Year 5			
2120/4100/4100u/All Software Based Products		\$105.00				

Overhead/Profit and Employer paid benefits		Rate				
Contract Year		Year 11	Year 12	Year 13	Year 14	Year 15
Overhead/Profit		28%	28%	28%	28%	28%
Employer paid benefits		29.1%	See Employer Paid Benefits Section For Adjustments In Year 1 through Year 5			

SimplexGrinnell Initial Jan

Pasco County School Board Initial Jan


Terms and Conditions


1. Term. The initial term of this Agreement shall commence on January 1, 2014 and continue through December 31, 2014. This contract may be renewed by mutual consent in writing for four subsequent one-year terms under the same terms and conditions.

2. Payment. Payments shall be invoiced and due in accordance with the terms and conditions set forth. Work performed on a time and material basis shall be at the labor rates and materials discounted price in effect at the time supplied under this Agreement. The Customer's failure to make payment when due is a material breach of this Agreement. In the event that this direct negotiated contract expires, the rates in the Long Term Equipment/Parts and Support Pricing Section, at the time the work is performed will apply. Unless otherwise agreed to in writing, Simplex shall invoice customers at the time products are received on School Board property and/or installed. On projects involving installation labor with duration of forty-five (45) days or more, Simplex shall issue monthly progress billings based on equipment/parts, materials and labor that have been delivered and installed on the project. Payment shall be due to Simplex net forty-five (45) days from invoice date.

3. Code Compliance. Company will undertake an obligation to inspect for compliance with laws or regulations. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with approved codes. Any additional services or equipment required will be provided at an additional cost as per contract, in effect at the time supplied under this Agreement. In the event that this direct negotiated contract expires, the rates in the Long Term Equipment/Parts and Support Pricing agreement in place at the time the work is performed will apply.

4. 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 primarily to the Customer's insurer to recover for injuries or damage in the event of any loss or injury arising out of the negligent, reckless or intentional acts of Company. 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, absent a finding of liability for the negligent, reckless or intentional acts of Company, 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. Customer, its agents, employees and assigns, in no way agree to hold Company harmless, indemnify Company, or otherwise reimburse Company, or any other persons, for injuries, damages, or claims resulting from the negligent, reckless or intentional acts of Company. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or services in any respect, Company's liability shall be limited to \$2 million per occurrence. Such sum shall be complete and exclusive. If Customer desires 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.

SimplexGrinnell Initial 

Pasco County School Board Initial 


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.

5. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. – 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. Appointments scheduled for four-hour window. Additional charges may apply for special scheduling requests, e.g. working around equipment shutdowns, after hours work, other than during FCAT testing.

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

- Customer further agrees to: Supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;
- 1 Notify all required persons, including but not limited to authorities having jurisdiction, employees, and monitoring services, of scheduled testing and/or repair of systems;
- 2 Provide a safe work environment;
- 3 Provide Company clear access to Covered System(s) to be serviced.
- 4 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
- 5 Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this agreement.

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

SimplexGrinnell Initial 

Pasco County School Board Initial 

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

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

All of the above are hereinafter referred to as "Hazardous Conditions". Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company.

This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials

9. Limited Warranty. COMPANY WARRANTS THAT ITS WORKMANSHIP AND MATERIAL FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF FURNISHING. Where Company provides product or equipment of others, Company will warrant the product or equipment only to the extent warranted by such third party. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER. COMPANY MAKES NO WARRANTY OR REPRESENTATION, AND UNDERTAKES NO OBLIGATION TO ENSURE BY THE SERVICES PERFORMED UNDER THIS AGREEMENT, THAT COMPANY'S PRODUCTS OR THE SYSTEMS OR EQUIPMENT OF THE CUSTOMER WILL CORRECTLY HANDLE THE PROCESSING OF CALENDAR DATES BEFORE OR AFTER DECEMBER 31, 1999.

10. Indemnity. Each Party agrees to indemnify, hold harmless and defend the other Party (each, an "Indemnifying Party" and "indemnified Party", as applicable") against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of the Indemnifying Party relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. As to any damages resulting from the exposure of workers to Hazardous Conditions, arising out of the negligence or recklessness of Customer, Customer shall be the Indemnifying Party. As to any claims based on warranty, the indemnity shall be subject to the exclusions and limitations set forth in section 13 and shall not have the effect of extending or expanding the warranty set forth therein. The Indemnified Party reserves the right to select counsel to represent it in any such action.

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11. Insurance. Customer shall name the Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies. Company shall name the Customer, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Company's general liability and auto liability policies.

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

13. Force Majeure. Company shall not be responsible for delays or failure to render services due to causes beyond its control, including but not limited to material shortages, work stoppages, fires, civil disobedience or unrest, severe weather, fire or any other cause beyond the control of Company.


14. Termination. Either party may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. If Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises, other than that provided by Simplex, or unavailability of parts for equipment not provided by Simplex, upon notice to Customer, the Parties agree that they shall negotiate a resolution of same to the satisfaction of each Party, which may include replacement of the outdated equipment. Either party may reserve the right to cancel this contract at any time during this contract period by providing a written notice at least ninety (90) calendar days prior to cancellation date without "cause" and ten (10) calendar days with "cause".

15. Default. An Event of Default shall be 1) failure of the Customer to pay any amount, (The School Board of Pasco County normally issues payment for merchandise within thirty (30) days from receipt of invoices.) 2) abuse of the System or the Equipment, 3) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, 1) discontinue furnishing Services, 2) by written notice to Customer declare the balance of unpaid amounts due and to become due under the this Agreement to be immediately due and payable, provided that all past due amounts shall bear interest at the rate of 1 ½% per month (18% per year) or the highest amount permitted by law, 3) receive immediate possession of any equipment for which Customer has not paid, 4) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and 5) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

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

17. One-Year Limitation On Actions - Deleted

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18. Assignment. Customer may not assign this Agreement without Company's prior written consent. The Company shall not assign sublet or transfer its interest in this Agreement, except if within its own organization, without the written consent of the DSBPC's Purchasing Agent, however the Company may assign accounts receivable to a commercial bank or financial institution for securing loans, without prior approval of the Owner.

19. Entire Agreement. The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on either Party unless made in writing and signed by an Authorized Representative of each Party.

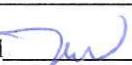
20. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision. Venue for any and all legal action regarding or arising out of this agreement shall be solely in the appropriate Court in and for Pasco County, State of Florida.

21. Legal Fees. Prevailing party shall be entitled to recover all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

22. EMPLOYMENT/EMPLOYEE BACKGROUND CHECKS: Company will comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, by certifying that the Company and all of its employees who provide services under this agreement will complete the background screening required by the referenced statutes and meet the standards established by the statutes. Background screenings must be completed through the District School Board of Pasco County Human Resources Department. The Company will bear the cost of acquiring the background screening required by Section 1012.32, F.S., and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Company and its employees. Company will provide the Purchasing Department with a list of its employees who have completed background screening as required by the referenced statutes and meet the statutory requirements. Company will update this list in the event that any employee listed fails to meet the statutory standards or new employees who have completed the background check and meet standards are added. Company agrees that in the event the Company or any employee who the Company has certified as completing the background check and meeting the statutory standards then is convicted of any disqualifying offense, and the vendor becomes aware of the conviction, the vendor will notify the School or District Department within 48 hours of becoming aware of the conviction.

The parties agree that in the event that Company fails to perform any of the duties described in these paragraphs, this will constitute a material breach of the contract entitling the School or District to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Company agrees to indemnify and hold harmless the School or District, its officers and employees, within the limits set forth in paragraph 5, from any liability arising from physical injury, death, or property damage resulting from Company's failure to comply with the requirements of these paragraphs or Sections 1012.32 and 1012.465, Florida Statutes.

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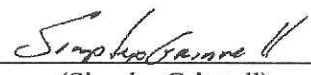
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Effective October 1, 2005 the Florida Department of Law Enforcement opened a new shared fingerprint database that is available to all School Districts in Florida. Vendors and their employees who were fingerprinted within the last five (5) years in any county in Florida should be in the State fingerprinting database. Vendors and their employees who have been fingerprinted in one of the School Districts should have the ability to notify other School District's Human Resources Department of their fingerprinting status by providing the name of the School District in which they were fingerprinted, employee name, and social security number. This legislation alleviates the issue of requiring vendors to be fingerprinted in every District in which they provide services.


Employees under this contract who will be on District School Board of Pasco County property at any time during the course of this contract must be fingerprinted and in possession of the State required JLA badge.

Any costs associated with the screening are the sole responsibility of the vendor, contractor, or subcontractor. If Level 2 background and fingerprinting needs to be conducted, please contact Pasco County School Board, Office for Human Resources and Educator Quality at (813) 794-2521. The initial cost is \$93.85 per person and must be purchased with a money order. This cost covers the initial fingerprinting, four year retention cost and issuance of the State required JLA badge. If you have any questions on this process, please contact the District's Office for Human Resources and Educator Quality at (813) 794-2521.

I hereby agree to the above requirement.

 on behalf of 
Signature of Certifying Official (SimplexGrinnell)

SimplexGrinnell Initial 

Pasco County School Board Initial 

Pasco County School Board
20430 Gator Lane
Land O' Lakes, FL 34638
Purchasing Agent

SimplexGrinnell
4701 Oak Fair Boulevard
Tampa, FL 33610

Reviewed by
PASCO COUNTY SCHOOL BOARD

BY: *Michael J. Woodall*

NAME: Michael J. Woodall

TITLE: CPPO, Purchasing Agent

DATE: 12.9.13

PASCO COUNTY SCHOOL BOARD

BY: _____

NAME: Alison Crumbley

TITLE: Board Chairperson

Pasco County School Board

Board Approved Date

SimplexGrinnell Initial *JH*

Pasco County School Board Initial *AW*

SIMPLEXGRINNELL

Jim Hampton
NAME: Jim Hampton

TITLE: General Manager

DATE: 9 Dec 2013