



DISTRICT SCHOOL BOARD OF PASCO COUNTY

Kurt S. Browning, Superintendent of Schools

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

Purchasing Services

Nicole Westmoreland, MBA, Purchasing Agent
813/ 794-2221 Fax: 813/ 794-2111
727/ 774-2221 TDD: 813/794-2484
352/ 524-2221 e-mail: nwestmor@pasco.k12.fl.us

May 20, 2014

MEMORANDUM

TO: Honorable School Board Members

FROM: Nicole Westmoreland, MBA, Purchasing Agent *nw*

RE: Bid #14-017-DN - Full Maintenance Coverage for Fire Alarm Systems
Second Year Renewal of a Five-Year Contract
SimplexGrinnell

On June 20, 2013, official action (attached) was taken to award the above-referenced negotiated contract to SimplexGrinnell. This negotiated contract is a five-year contract, renewable annually based upon mutual consent of both parties. The first year of the agreement will expire on June 30, 2014.

Considering services have been satisfactory, Daniel Prendes, Service Manager, SimplexGrinnell, was contacted to verify his willingness to enter into the second year of the agreement. As such, Daniel Prendes has agreed in writing (attached), to enter into the second year of the contract.

At this time, it is my recommendation to enter into the second year of the agreement with SimplexGrinnell. The second year of the contract will cover the period of August 1, 2014 through July 30, 2015 with anticipated expenditures of approximately \$534,811.19.

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.

NW/cla
Attachment(s)

Date/Time: May 14, 2014 09:22:00



DISTRICT SCHOOL BOARD OF PASCO COUNTY

Kurt S. Browning, Superintendent of Schools

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

Purchasing Services

Nicole Westmoreland, MBA, Purchasing Agent

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BID RENEWAL REQUEST

BID# 14-017-DN

BID TITLE: Simplex Grinnell-Full Maintenance Coverage for Fire Alarm Systems

Yes, I agree to renew BID# 14-017-DN under the same terms and conditions as the existing bid. The second year first semi-annual period shall be from August 1, 2014 through July 31, 2015.

No, I do not agree to renew BID# 14-017-DN

COMPANY NAME: Simplex Grinnell

SIGNATURE: _____

Daniel Prendes

TYPED NAME AND TITLE: Daniel Prendes, Service Manger

TELEPHONE (WITH AREA CODE): _____

813-313-1614

FAX NUMBER (WITH AREA CODE): _____

813-664-1731

E-MAIL: _____

dprendes@simplexgrinnell.com

DATE: _____

May 6, 2014

The prospective bidder certifies, by submission and signature of this bid renewal form, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction per the provisions of Florida Statute 287.133(2)(a).

PLEASE EMAIL BACK TO: cargyela@pasco.k12.fl.us

DISTRICT SCHOOL BOARD OF PASCO COUNTY

ATTENTION: Christina Argyelan

PURCHASING DEPARTMENT

20430 GATOR LANE

LAND O' LAKES, FL 34638

(813) 794-2489 (PHONE)

(813) 794-2111 (FAX)



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

June 18, 2013

MEMORANDUM

TO: Honorable School Board Members

FROM: Michael J. Woodall, CPPO, Purchasing Agent *MJW/acf*

RE: SimplexGrinnell – Full Maintenance Coverage for Fire Alarm Systems
Direct Negotiated Contract #14-017-DN

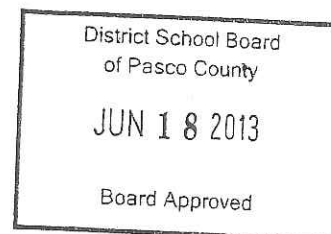
On July 2, 2012, official action was taken to extend the current direct negotiated contract with Simplex Grinnell for full maintenance coverage for fire alarm systems for one year. This extension will expire on June 30, 2013.

Under Florida Administrative Rule 6A-1.012(14), the District is permitted to negotiate for high-technology purchases, should it be in our best interest to do so. The new negotiated contract is attached for your approval at this time. The initial term of the contract will be August 1, 2013 through July 30, 2014, renewable for four (4) additional one (1)-year terms at the mutual agreement of the parties. The anticipated initial expenditures will be approximately \$534,811.19. The grand total of annual expenditures may vary with more or less use of the "unit prices." Unit prices are a firm fixed price for the first year of the contract with provisions to allow a maximum increase or decrease of 2% annually. The agreement has been reviewed and approved by the School Board Attorney, Nancy Alfonso.

We are requesting Board approval of the attached contract documents and approval of the dollar amount noted above. Should you have any questions regarding this matter, please contact Mr. Thomas Rutledge, District Safety Inspector, Construction Services, or me at your earliest convenience.

MJW/acf

Attachments





Fire &
Security

SimplexGrinnell

District School Board of Pasco County
7227 Land O' Lakes Boulevard
Land O' Lakes, FL 34638
(813) 794-2000

RE: Annual Fire Alarm Full Service Inspection & Certification:

Ladies and Gentlemen,

Thank you for choosing SimplexGrinnell as your Life Safety Provider. The Tampa District is looking forward to working with you as a partner in providing service for your life safety systems for many years to come.

Our District Service Team will strive to provide you with the best service and support possible. If at any time you feel that we are not meeting your expectations, please contact me or any of the team members at (813) 626-5482.

Listed below is the breakout pricing for the full-service package.

	Monthly Cost	Annual Cost
Proposal #1 - Full Service <i>Annual inspection of panel, all peripheral devices (sensitivity/cleaning), standard parts coverage, with service call coverage 8a.m-5p.m.</i>	\$44,567.60	\$534,811.19

Thank you again for your confidence.

Sincerely,

Danny Prendes
Total Service Manager

Shawn Patrick
Fire Safety Service Representative

District School Board of Pasco County JUN 18 2013 Board Approved
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SimplexGrinnell
4701 Oak Fair Blvd.
Tampa, Florida 33610
Phone: 813-626-5482 Fax: 813-664-1731

CONTRACT REVIEWED AND APPROVED: 6/11/13



Fire &
Security

SimplexGrinnell

DEVICE TYPE	PRICE PER UNIT
N.A.C.	\$140.54
4100	\$752.11
4100u	\$752.11
4020	\$655.00
4010	\$618.24
4001	\$335.62
4002	\$415.26
4003	\$238.98
2120	\$367.63
2001	\$278.34
Competitive Panel	\$315.11
Annunciator	\$92.90
Smoke Det	\$28.73
Duct Det	\$39.50
Heat	\$20.65
Pull Station	\$10.44
A/V's	\$9.91
Tamper	\$19.69
Flow	\$19.69

District School Board
of Pasco County

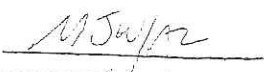
JUN 18 2013

Board Approved

SimplexGrinnell
4701 Oak Fair Blvd.
Tampa, Florida 33610

Phone: 813-626-5482 Fax: 813-664-1731

CONTRACT REVIEWED
AND APPROVED:


6/17/13

District School Board of Pasco County
Direct Negotiation #

PASCO CO SCHOOLS	2013 AMOUNT	DEVICE TYPE	DUCT DET	HEAT DET	SMOKE DET	PULL STATION	A/V	WATERFLOW	TAMPER	NAC	ANNUNCIATOR
Andote Elementary	\$4,175.93	SIMPLEX 4100U	\$752.11	25 \$987.50	14 \$289.10	28 \$804.44	28 \$292.32	106 \$1,050.46	0 \$0.00	0 \$0.00	0 \$0.00
Andote High	\$9,468.89	SIMPLEX 4100ES	\$752.11	24 \$948.00	0 \$0.00	35 \$1,005.55	122 \$1,273.68	354 \$3,508.14	9 \$177.21	20 \$399.80	10 \$1,405.40
Bayonet Point Middle	\$6,208.67	SIMPLEX 4020	\$655.00	51 \$2,014.50	46 \$949.90	44 \$1,264.12	38 \$396.72	79 \$782.89	0 \$0.00	0 \$0.00	1 \$140.54
Calusa Elementary	\$3,889.21	SIMPLEX 4100U	\$752.11	12 \$474.00	20 \$413.00	23 \$660.79	41 \$428.04	103 \$1,020.73	0 \$0.00	0 \$0.00	1 \$140.54
Centennial Elementary	\$5,587.95	SIMPLEX 4100U	\$752.11	38 \$1,501.00	37 \$764.05	33 \$948.09	70 \$730.80	90 \$891.90	0 \$0.00	0 \$0.00	0 \$0.00
Centennial Middle	\$6,414.24	SIMPLEX 4020	\$655.00	14 \$553.00	81 \$1,672.65	48 \$1,379.04	57 \$595.08	129 \$1,278.39	0 \$0.00	0 \$0.00	2 \$281.08
Central Bus Garage	\$1,292.60	SIMPLEX 4010	\$618.24	2 \$79.00	8 \$165.20	8 \$229.84	4 \$41.76	16 \$158.56	0 \$0.00	0 \$0.00	0 \$0.00
Charles S Rushe Middle School	\$10,119.63	SIMPLEX 4100	\$752.11	48 \$1,896.00	5 \$103.25	70 \$2,011.10	52 \$542.88	357 \$3,537.87	6 \$118.14	16 \$315.04	6 \$843.24
Chasco Elementary	\$4,816.90	SIMPLEX 4020	\$655.00	16 \$632.00	49 \$1,011.85	26 \$746.98	52 \$542.88	114 \$1,129.74	2 \$39.38	3 \$59.07	0 \$0.00
Chasco Middle	\$6,054.23	SIMPLEX 4020	\$655.00	13 \$513.50	52 \$1,073.80	57 \$1,637.61	54 \$563.76	116 \$1,149.56	1 19.69	1 \$19.69	3 \$421.62
Chester Taylor Elementary	\$6,047.67	SIMPLEX 4020	\$655.00	33 \$1,303.50	64 \$1,321.60	28 \$804.44	63 \$657.72	75 \$743.25	0 \$0.00	0 \$0.00	4 \$562.16
Cis - Environmental Education	\$1,094.85	SIMPLEX 4010	\$618.24	0 \$0.00	7 \$144.55	7 \$201.11	4 \$41.76	9 \$89.19	0 \$0.00	0 \$0.00	0 \$0.00
Connerton Elementary	\$7,305.06	SIMPLEX 4100	\$752.11	21 \$829.50	3 \$61.95	81 \$2,327.13	51 \$532.44	186 \$1,843.26	6 \$118.14	7 \$137.83	5 \$702.70
Cotee River Elementary School	\$5,498.21	EDWARDS IRC3	\$315.11	56 \$2,212.00	90 \$1,858.50	4 \$114.92	43 \$448.92	46 \$455.86	0 \$0.00	0 \$0.00	1 \$92.90
Crews Lake Middle School	\$11,764.70	SIMPLEX 4100ES	\$752.11	55 \$2,172.50	4 \$82.60	121 \$3,476.33	38 \$396.72	376 \$3,726.16	6 \$118.14	10 \$196.90	6 \$843.24
Curriculum and Instruction	\$2,094.52	SIMPLEX 4100U	\$752.11	5 \$197.50	1 \$20.65	10 \$287.30	10 \$104.40	62 \$614.42	3 \$59.07	3 \$59.07	0 \$0.00
Cypress Elementary School	\$5,862.57	SIMPLEX 4100U	\$752.11	22 \$869.00	16 \$330.46	47 \$1,350.31	50 \$522.00	149 \$1,476.59	0 \$0.00	0 \$0.00	4 \$562.16
Deer Park Elementary	\$4,871.19	SIMPLEX 4020	\$655.00	22 \$869.00	44 \$908.60	21 \$603.33	75 \$783.00	92 \$911.72	0 \$0.00	0 \$0.00	1 \$140.54
Denham Oaks Elementary School	\$6,032.51	EDWARDS IRC3	\$315.11	34 \$1,343.00	80 \$1,652.00	9 \$258.57	76 \$793.44	145 \$1,436.95	0 \$0.00	0 \$0.00	1 \$140.54
Double Branch Elementary School	\$5,248.63	SIMPLEX 4100U	\$752.11	19 \$750.50	25 \$516.25	31 \$890.63	51 \$532.44	146 \$1,446.86	2 \$39.38	2 \$39.38	2 \$281.08
Dr John Long Middle School	\$8,364.40	SIMPLEX 4100ES	\$752.11	35 \$1,382.50	25 \$516.25	42 \$1,206.66	113 \$1,179.72	239 \$2,368.49	5 \$98.45	8 \$157.52	5 \$702.70
Fivay High School	\$15,461.67	SIMPLEX 4100ES	\$752.11	70 \$2,765.00	8 \$165.20	146 \$4,194.58	73 \$762.12	436 \$4,320.76	10 \$196.90	15 \$2,108.10	0 \$0.00
Fox Hollow Elementary School	\$8,264.68	SIMPLEX 4100U	\$752.11	26 \$1,027.00	20 \$413.00	81 \$2,327.13	84 \$876.96	176 \$1,744.16	0 \$0.00	0 \$0.00	8 \$1,124.32
Gulf High School	\$11,895.05	SIMPLEX 4100U	\$752.11	45 \$1,777.50	26 \$536.90	142 \$4,079.66	90 \$939.60	261 \$2,586.51	2 \$39.38	3 \$59.07	8 \$1,124.32
Gulf Highlands Elementary	\$4,921.94	SIMPLEX 4100U	\$752.11	7 \$276.50	32 \$660.80	27 \$775.71	46 \$480.24	143 \$1,417.13	2 \$39.38	5 \$98.45	3 \$421.62
Gulf Middle	\$7,074.62	SIMPLEX 4020	\$655.00	23 \$908.50	64 \$1,321.60	30 \$861.90	64 \$666.16	141 \$1,397.31	3 \$59.07	4 \$78.76	8 \$1,124.32
Gulf Trace Elementary School	\$7,144.22	SIMPLEX 4100U	\$752.11	4 \$158.00	33 \$681.45	91 \$2,614.43	67 \$699.48	155 \$1,536.05	0 \$0.00	0 \$0.00	5 \$702.70
Gulf side Elementary	\$5,204.31	SIMPLEX 4100U	\$752.11	12 \$474.00	2 \$41.30	52 \$1,493.96	30 \$313.20	144 \$1,427.04	0 \$0.00	0 \$0.00	5 \$702.70
Harry Schwettman Education Ctr	\$2,092.96	SIMPLEX 4002	\$415.26	5 \$197.50	24 \$495.60	17 \$488.41	20 \$208.80	29 \$287.39	0 \$0.00	0 \$0.00	0 \$0.00
Hudson Elementary	\$3,917.73	SIMPLEX 4020	\$655.00	14 \$553.00	31 \$640.15	20 \$574.60	50 \$522.00	84 \$832.44	0 \$0.00	0 \$0.00	1 \$140.54
Hudson High	\$7,638.93	SIMPLEX 4020	\$655.00	61 \$2,409.50	70 \$1,445.50	40 \$1,149.20	46 \$480.24	115 \$1,139.65	1 \$19.69	3 \$59.07	2 \$281.08
Hudson Middle	\$7,543.44	SIMPLEX 4100	\$752.11	16 \$632.00	105 \$2,168.25	31 \$890.63	62 \$647.28	205 \$2,021.55	0 \$0.00	0 \$0.00	3 \$421.62
Instructional Media Technology - Building 3 N	\$2,805.41	SIMPLEX 4020	\$655.00	8 \$316.00	25 \$516.25	19 \$545.87	14 \$146.16	49 \$485.59	0 \$0.00	0 \$0.00	1 \$140.54
James Irvin Education Center	\$3,720.26	SIMPLEX 4020	\$655.00	16 \$632.00	28 \$578.20	28 \$804.44	53 \$553.32	36 \$356.76	0 \$0.00	0 \$0.00	1 \$140.54
James M. Marlowe Elementary	\$4,085.50	SIMPLEX 4020	\$655.00	14 \$553.00	72 \$1,486.80	2 \$57.46	44 \$459.36	74 \$733.34	0 \$0.00	0 \$0.00	1 \$140.54
JW Mitchell High	\$12,137.80	SIMPLEX 4020	\$655.00	31 \$1,224.50	142 \$2,932.30	62 \$1,781.26	151 \$1,576.44	281 \$2,784.71	1 \$19.69	2 \$39.38	8 \$1,124.32
Lacoochee Elementary	\$4,421.60	SIMPLEX 4020	\$655.00	19 \$750.50	47 \$970.55	17 \$488.41	33 \$344.52	94 \$931.54	0 \$0.00	0 \$0.00	2 \$281.08
Lake Myrtle Elementary School	\$7,380.01	SIMPLEX 4100U	\$752.11	30 \$1,185.00	19 \$392.35	85 \$2,442.05	84 \$876.96	118 \$1,169.38	0 \$0.00	0 \$0.00	4 \$562.16
Land O' Lakes High School	\$11,712.40	SIMPLEX 4100U	\$752.11	82 \$3,239.00	109 \$2,250.85	66 \$1,896.18	77 \$803.88	157 \$1,555.87	2 \$39.38	5 \$98.45	7 \$983.78
Longleaf Elementary School	\$6,101.84	SIMPLEX 4100	\$752.11	24 \$948.00	77 \$1,590.05	30 \$861.90	48 \$501.12	132 \$1,308.12	0 \$0.00	0 \$0.00	1 \$140.54
Marchman Technical Center	\$6,810.86	SIMPLEX 4020	\$655.00	20 \$790.00	113 \$2,333.45	16 \$459.68	76 \$793.44	137 \$1,357.67	0 \$0.00	0 \$0.00	3 \$421.62
Mary Giella Elementary School	\$3,938.42	SIMPLEX 4100	\$752.11	20 \$790.00	54 \$1,115.10	49 \$258.57	41 \$428.04	60 \$594.60	0 \$0.00	0 \$0.00	0 \$0.00
Mittye P. Locke Elementary	\$4,182.68	SIMPLEX 4020	\$655.00	14 \$553.00	38 \$784.70	12 \$344.76	53 \$553.32	102 \$1,010.82	0 \$0.00	0 \$0.00	2 \$281.08
Moon Lake Elementary School	\$2,372.84	SIMPLEX 2001	\$278.36	10 \$395.00	17 \$351.05	20 \$574.60	39 \$407.16	37 \$366.67	0 \$0.00	0 \$0.00	0 \$0.00
Moore Mickens Education Ctr	\$5,735.88	SIMPLEX 4100ES	\$752.11	13 \$513.50	4 \$82.60	52 \$1,493.96	51 \$532.44	139 \$1,377.49	0 \$0.00	0 \$0.00	7 \$983.78

District School Board
of Pasco County
JUN 18 2013
Board Approved

CONTRACT REVIEWED
AND APPROVED:
MJW/m
6/17/13

District School Board of Pasco County
Direct Negotiation #

PASCO CO SCHOOLS	2013 AMOUNT	DEVICE TYPE	DUCT DET	HEAT DET	SMOKE DET	PULL STATION	A/V	WATERFLOW	TAMPER	NAC	ANNUNCIATOR
New River Elementary School	\$5,687.68	SIMPLEX 4100U	21 \$829.50	28 \$578.20	40 \$1,149.20	44 \$459.36	129 \$1,278.39	2 \$39.38	2 \$39.38	4 \$562.16	\$0.00
Northwest Bus Garage	\$990.97	GAMEWELL ZANS400	0 \$0.00	23 \$474.95	1 \$28.73	7 \$73.08	10 \$99.10	0 \$0.00	0 \$0.00	0 \$0.00	\$0.00
Northwest Elementary	\$4,379.65	SIMPLEX 4020	50 \$1,975.00	31 \$640.15	8 \$229.84	33 \$344.52	54 \$535.14	0 \$0.00	0 \$0.00	0 \$0.00	\$0.00
Odessa Elementary	\$4,881.60	SIMPLEX 4100	4 \$158.00	3 \$61.95	46 \$1,321.58	29 \$302.76	154 \$1,526.14	4 \$78.76	6 \$118.14	4 \$562.16	\$0.00
Oakstead Elementary School	\$6,124.43	SIMPLEX 4100U	19 \$750.50	30 \$619.50	45 \$1,292.85	80 \$835.20	167 \$1,654.97	2 \$39.38	2 \$39.38	1 \$140.54	\$0.00
Pasco Co Finance Svcs - Bldg 2	\$1,827.85	SIMPLEX 4020	11 \$434.50	10 \$206.50	7 \$201.11	7 \$73.08	26 \$257.66	0 \$0.00	0 \$0.00	0 \$0.00	\$0.00
Pasco Co Information Services - Bldg 4	\$2,394.78	SIMPLEX 4100U	6 \$237.00	18 \$371.70	14 \$402.22	14 \$146.16	49 \$485.59	0 \$0.00	0 \$0.00	0 \$0.00	\$0.00
Pasco CSD - Maintenance Dept.	\$3,509.49	SIMPLEX 4100	0 \$0.00	48 \$991.20	27 \$775.71	33 \$344.52	51 \$505.41	0 \$0.00	0 \$0.00	1 \$140.54	\$0.00
Pasco Elementary	\$4,293.23	SIMPLEX 4100	14 \$553.00	46 \$949.90	15 \$430.95	46 \$480.24	57 \$564.87	0 \$0.00	0 \$0.00	4 \$562.16	\$0.00
Pasco High	\$14,283.43	SIMPLEX 4100U	49 \$1,935.50	96 \$1,982.40	127 \$3,648.71	142 \$1,482.48	273 \$2,705.43	7 \$137.83	19 \$374.11	9 \$1,264.86	\$0.00
Pasco Middle	\$10,136.15	SIMPLEX 4100U	38 \$1,501.00	49 \$1,011.85	84 \$2,413.32	81 \$845.64	217 \$2,150.47	3 \$59.07	7 \$137.83	9 \$1,264.86	\$0.00
Paul R Smith Middle School	\$6,274.30	SIMPLEX 4100U	13 \$513.50	24 \$495.60	21 \$603.33	74 \$772.56	236 \$2,338.76	5 \$98.45	7 \$137.83	4 \$562.16	\$0.00
Pine View Elementary	\$5,116.36	SIMPLEX 4100U	14 \$553.00	56 \$1,156.40	27 \$775.71	49 \$511.56	138 \$1,367.58	0 \$0.00	0 \$0.00	0 \$0.00	\$0.00
Pine View Middle School	\$7,032.05	SIMPLEX 4100U	29 \$1,145.50	21 \$433.65	61 \$1,752.53	41 \$428.04	218 \$2,160.38	2 \$39.38	2 \$39.38	2 \$281.08	\$0.00
Quail Hollow Elementary	\$3,571.92	SIMPLEX 4100U	22 \$869.00	9 \$185.85	19 \$545.87	19 \$198.36	103 \$1,020.73	0 \$0.00	0 \$0.00	0 \$0.00	\$0.00
Raymond B. Stewart Middle	\$9,780.42	SIMPLEX 4100U	20 \$790.00	64 \$1,321.60	94 \$2,700.62	75 \$783.00	229 \$2,269.39	1 \$19.69	1 \$19.69	8 \$1,124.32	\$0.00
Richey Elementary	\$3,573.48	SIMPLEX 4010	8 \$316.20	20 \$413.00	29 \$833.17	53 \$553.32	47 \$465.77	0 \$0.00	0 \$0.00	0 \$0.00	\$92.90
Ridgewood High	\$9,633.50	SIMPLEX 4100U	43 \$1,698.50	62 \$1,280.30	52 \$1,493.99	84 \$876.96	231 \$2,289.21	2 \$39.38	4 \$78.76	8 \$1,124.32	\$0.00
River Ridge Middle/High School	\$16,765.95	SIMPLEX 4100	84 \$3,318.00	206 \$4,253.90	103 \$2,959.19	150 \$1,566.00	347 \$3,438.77	2 \$39.38	8 \$157.52	2 \$281.08	\$0.00
Rodney B Cox Elementary	\$3,135.40	SIMPLEX 4020	5 \$197.50	27 \$557.55	16 \$459.68	44 \$459.36	53 \$525.23	0 \$0.00	0 \$0.00	2 \$281.08	\$0.00
San Antonio Elementary	\$3,320.24	SIMPLEX 4020	18 \$711.00	21 \$433.65	10 \$287.80	39 \$407.16	55 \$545.05	0 \$0.00	0 \$0.00	2 \$281.08	\$0.00
Sand Pine Elementary	\$6,208.35	SIMPLEX 4020	36 \$1,422.00	65 \$1,342.25	22 \$632.06	77 \$803.88	94 \$931.54	0 \$0.00	0 \$0.00	3 \$421.62	\$0.00
Sanders Memorial Elementary	\$1,632.99	SIMPLEX 4100ES	3 \$118.50	19 \$392.35	3 \$86.19	12 \$125.28	16 \$158.56	0 \$0.00	0 \$0.00	0 \$0.00	\$0.00
Schrader Elementary	\$2,873.68	SIMPLEX 4100	18 \$711.00	24 \$495.60	10 \$287.30	74 \$772.56	37 \$366.67	0 \$0.00	0 \$0.00	0 \$0.00	\$0.00
Seven Oaks Elementary	\$7,059.54	SIMPLEX 4100U	24 \$948.00	72 \$1,486.80	45 \$1,292.85	74 \$772.56	154 \$1,526.14	0 \$0.00	0 \$0.00	2 \$281.08	\$0.00
Seven Springs Elementary	\$3,624.69	SIMPLEX 2001	21 \$829.50	27 \$557.55	17 \$488.41	64 \$668.16	81 \$802.71	0 \$0.00	0 \$0.00	0 \$0.00	\$0.00
Seven Springs Middle	\$10,828.05	SIMPLEX 4020	45 \$1,777.50	138 \$2,849.70	49 \$1,407.77	74 \$772.56	202 \$2,001.82	1 \$19.69	1 \$19.69	8 \$1,124.32	\$0.00
Shady Hills Elementary	\$3,866.42	SIMPLEX 4100	24 \$948.00	14 \$289.10	20 \$574.60	27 \$281.88	103 \$1,020.73	0 \$0.00	0 \$0.00	0 \$0.00	\$0.00
Sunlake High School	\$9,924.89	SIMPLEX 4100	13 \$513.50	41 \$846.65	101 \$2,901.73	123 \$1,284.12	263 \$2,606.33	3 \$59.07	6 \$118.14	6 \$843.24	\$0.00
Sunray Elementary School	\$4,356.91	SIMPLEX 4020	14 \$553.00	53 \$1,094.45	18 \$517.14	33 \$344.52	92 \$911.72	0 \$0.00	0 \$0.00	2 \$281.08	\$0.00
Staff Development - Building B	\$844.29	SIMPLEX 4010	0 \$0.00	0 \$0.00	4 \$114.92	4 \$41.76	7 \$69.37	0 \$0.00	0 \$0.00	0 \$0.00	\$0.00
Telcom Building # 5	\$1,079.15	SIMPLEX 4010	2 \$79.00	1 \$20.89	7 \$201.11	3 \$31.32	13 \$128.83	0 \$0.00	0 \$0.00	0 \$0.00	\$0.00
Thomas E. Weightman Middle Sch	\$6,170.14	SIMPLEX 4100	34 \$1,343.00	77 \$1,590.05	24 \$689.52	56 \$584.64	108 \$1,070.28	0 \$0.00	0 \$0.00	1 \$140.54	\$0.00
Trinity Elementary	\$4,416.44	SIMPLEX 4020	14 \$553.00	64 \$1,321.60	18 \$517.14	38 \$396.72	84 \$832.44	0 \$0.00	0 \$0.00	0 \$0.00	\$0.00
Trinity Oaks Elementary	\$4,967.07	SIMPLEX 4100U	19 \$750.50	32 \$660.80	25 \$718.25	47 \$490.68	149 \$1,476.59	2 \$39.38	4 \$78.76	4 \$562.16	\$0.00
Veterans Elementary	\$7,216.16	SIMPLEX 4100U	4 \$158.00	31 \$640.15	97 \$2,786.81	71 \$741.24	159 \$1,575.69	0 \$0.00	0 \$0.00	0 \$0.00	\$0.00
Watergrass Elementary	\$3,688.83	EDWARDS EST3	4 \$158.00	3 \$61.95	29 \$833.17	26 \$271.44	116 \$1,149.56	4 \$78.76	6 \$118.14	5 \$702.70	\$0.00
Warehouse & Distribution - Bldg 1	\$3,321.68	SIMPLEX 4020	12 \$474.00	61 \$1,259.65	9 \$258.57	13 \$135.72	26 \$257.66	0 \$0.00	0 \$0.00	2 \$281.08	\$0.00
Wesley Chapel Elementary	\$5,889.38	SIMPLEX 4020	13 \$513.50	78 \$1,610.70	28 \$804.44	55 \$574.20	112 \$1,109.92	0 \$0.00	0 \$0.00	3 \$421.62	\$0.00
Wesley Chapel High	\$8,435.08	SIMPLEX 4020 W/ VOICE	28 \$1,106.00	102 \$2,106.30	27 \$775.71	62 \$647.28	186 \$1,843.26	2 \$39.38	7 \$137.83	8 \$1,124.32	\$0.00
West Zephyrhills Elementary	\$5,526.86	NOTIFIER AFP1010	30 \$1,185.00	69 \$1,424.85	44 \$1,264.12	56 \$584.64	76 \$753.16	0 \$0.00	0 \$0.00	0 \$0.00	\$0.00
Wiregrass Ranch High School	\$9,788.14	SIMPLEX 4100U	13 \$513.50	61 \$1,259.65	65 \$1,867.45	155 \$1,618.20	264 \$2,616.24	3 \$59.07	6 \$118.14	7 \$983.78	\$0.00
Woodland Elementary	\$3,956.37	SIMPLEX 4020	20 \$395.00	20 \$413.00	34 \$976.62	72 \$751.68	63 \$624.33	0 \$0.00	0 \$0.00	1 \$140.54	\$0.00
Zephyrhills High	\$9,866.72	SIMPLEX 4020	59 \$2,330.50	86 \$1,775.90	80 \$2,298.40	82 \$856.08	118 \$1,169.38	1 \$19.69	3 \$59.07	5 \$702.70	\$0.00
Transportation Southeast	\$1,020.53	SIMPLEX 4010	0 \$0.00	10 \$206.50	4 \$114.92	3 \$31.32	5 \$49.55	0 \$0.00	0 \$0.00	0 \$0.00	\$0.00
Sub Central Fingerprinting	\$1,946.47	SIMPLEX 4010	0 \$0.00	1 \$20.89	22 \$632.06	15 \$156.60	24 \$237.84	0 \$0.00	0 \$0.00	2 \$281.08	\$0.00
Transportation East	\$1,222.05	SIMPLEX 4010	0 \$0.00	14 \$289.10	4 \$114.92	3 \$31.32	17 \$168.47	0 \$0.00	0 \$0.00	0 \$0.00	\$0.00
ANNUAL TOTAL	\$534,811.19										

District School Board
of Pasco County

JUN 18 2013

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tyco

Fire &
Security

SimplexGrinnell

Billable Rate/Emergency Service Rates

- Billable rate is in accordance with direct negotiated contract.

Parts Discount

- Parts discount is in accordance with direct negotiated contract.

Annual Price Increase

PRICE ADJUSTMENTS: Bid prices **MUST** remain firm and fixed for one (1) year of the contract. The Purchasing Agent may grant a price increase upon request or institute a price decrease at the annual renewal. Increases or decreases granted upon the renewal of this contract will be based on the change in the Producer Price Index (PPI) published by the Bureau of Statistics, U.S. Department of Labor, using Series ID: (#WPUSI019011, Not Seasonally Adjusted, Group: Special Indexes, Item: Copper and Copper Products) and Series ID: (#PCU33531-33531-, Not Seasonally Adjusted, Industry: Electrical Equipment Mfg Product: Electrical Equipment Mfg) using the month of February. Series ID #WPUSI019011 will contribute 25% and Series ID #PCU33531-33531- will contribute 75% of the allowable annual increase or decrease amount. With a maximum allowable increase or decrease of 2%.

Price adjustments will be calculated by using the simple percentage method of calculation. Calculations shall be according to the U.S. Department of Labor, Bureau of Labor Statistics, Producer Price Indexes, titles *Escalation Guide for Contracting Parties*, using the latest available version of the Producer Price Index data published for the month of February, final version.

If the Department of Labor should discontinue the above index, then an index will be selected that is mutually agreeable to both parties. If no agreement can be reached, then the contract will terminate at the end of its current term. Should the Series ID and/or title of PPI change, the Industry/Group and the Product/Item shall remain constant.

CONTRACT REVIEWED
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M. J. / 12
6/7/13

District School Board
of Pasco County

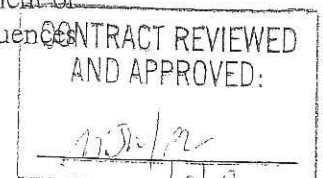
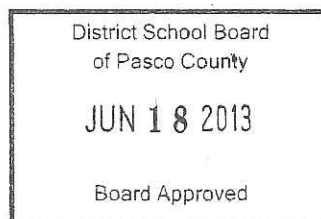
JUN 18 2013

Board Approved

4701 Oak Fair Blvd.,
Tampa, Florida 33610
Phone: 813-626-5482 Fax: 813-664-1731

Terms and Conditions

1. Term. The initial term of this Agreement shall commence on August 1, 2013 and continue through July 30, 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 as per our direct negotiated contract dated January 1, 2007, 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 agreement in place at the time the work is performed will apply.
3. Pricing. The pricing set forth in this Agreement is based on the number of devices currently installed as listed within the Pricing Summary and services to be performed as set forth in the Special Provisions/Specifications. If any fire alarm system, at any location, covered under this contract is replaced, and/or new construction or modifications resulting in either an increase or decrease in the number of devices greater than 10% of its total existing devices as listed within the Pricing Summary, an adjustment will be calculated by using the current per device charges to increase or decrease the yearly contract price. PRICE ADJUSTMENTS: Prices MUST remain firm and fixed for one (1) year of the contract. Company may increase prices annually to reflect increases in material and labor costs. This will be a (See Billable Rate Schedule) % increase annually.
4. Code Compliance. Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost as per our direct negotiated 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.
5. 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. 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.

6. 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.

Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)"). UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE

District School Board
of Pasco County

JUN 18 2013

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AND APPROVED:

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ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE ELECTRICAL WIRING, AND PIPING.

7. 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;
- Provide Company clear access to Covered System(s) to be serviced.
- 3 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
- 4 Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this agreement.

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

9. 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

District School Board
of Pasco County

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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.

10. Reports. Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

11. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's direct negotiated contract with the District.

12. 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

13. 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.

District School Board
of Pasco County

JUN 18 2013

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AND APPROVED:

M. SW / m
6/11/13

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.

14. 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.

15. 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.

16. Exclusions. This Agreement expressly excludes, without limitation, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; recharging of chemical suppression systems; 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 or acts of God, 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.

District School Board
of Pasco County

JUN 18 2013

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17. 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.

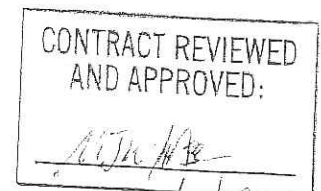
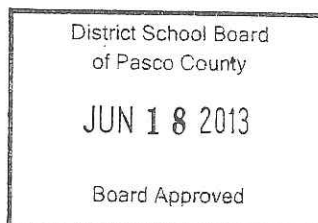
18. Force Majeure. Company shall not be responsible for delays or failure to render services due to causes beyond its control, including but not limited to material shortages, work stoppages, fires, civil disobedience or unrest, severe weather, fire or any other cause beyond the control of Company.

19. 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.

20. 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 1/2% 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.

21. 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.

22. One-Year Limitation On Actions - Deleted



23. 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 it's 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.

24. 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.

25. 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.

26. 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.

27. New Schools or Locations added. As additional locations are added the pricing will be based on the additional equipment added per device at the current price rates by comparing the equipment and devices of the new school with a current school listed within this agreement. Pricing will be prorated based on the number of months remaining on the current agreement.

28. 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 Services 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

District School Board
of Pasco County

JUN 18 2013

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[Signature]
6/17/13

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.

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. Companies and their employees who were fingerprinted after October 1, 2005 in any county in Florida are now on the state fingerprinting database. Companies and their employees who have been fingerprinted in one School District now 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 individuals to be fingerprinted in every District in which they provide services.

Any costs associated with the screening are the sole responsibility of the Company. 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 currently \$85.00 per person and may be purchased with a money order or on-line with a credit card at <http://www.flprints.com>. This cost covers the initial fingerprinting (\$61) and the four year retention cost (\$6 per year, \$24). If you have any questions on this process, please contact the District's Office for Human Resources and Educator Quality at (813) 794-2521.

District School Board
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JUN 18 2013

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SPECIFICATIONS

In general, all testing/inspections and repairs must adhere to the NFPA 72 standard that has been adopted in the most current Florida Fire Prevention Code, National Fire Alarm Code, Florida State Statutes 633 and 1013.2, Florida Life Safety Codes, Florida Building Codes, State Requirement for Educational Facilities and any and all requirements by the local authority having jurisdiction and the State of Florida. All testing/inspections and repairs shall be completed under the supervision of a fully registered NICET LEVEL 3 or higher FIRE ALARM CERTIFIED company representative.

AUDIBLE TESTING SHALL NOT BE PERMITTED DURING SCHOOL HOURS. All deficiencies **MUST** be repaired at the time of the Test and Inspection. If deficiencies cannot be repaired at the time of Test and Inspection it **MUST** be reported to the DSBPC's representative.

FIRE ALARM SYSTEMS TEST AND INSPECTION METHODS AND PROCEDURES

In some instances, work may **NOT** be completed during school hours, arrange in advance with the Plant Manager, located at each school site. The Contractor shall notify the site administrator or designee upon arrival to the site and shall comply with the administrator's rules for that site, i.e., use of tools, cafeteria, restrooms, etc. The Contractor shall remove all tools, equipment and materials from premises immediately upon completion of work. The Contractor shall leave the work area ready for use and occupancy without the need for further cleaning of any kind. The Contractor shall provide and maintain temporary protection of existing equipment and/or structure and protect occupants of building. The Contractor shall not obstruct passageways or means of egress.

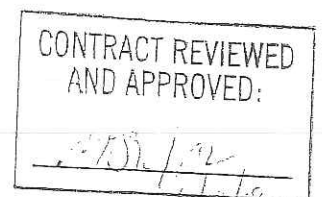
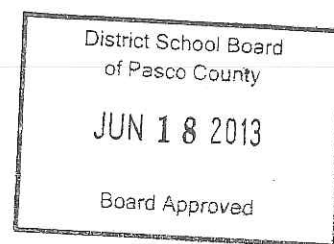
At school sites, all personnel must report and sign in at the Administrative Office prior to inspection or repairs. After services are rendered, all personnel must report and sign out at the Administrative Office before leaving school grounds.

All deficiencies **MUST** be repaired at the time of the Test and Inspection. If deficiencies cannot be repaired at the time of Test and Inspection it **MUST** be reported to the District's representative.

EMERGENCY SERVICES:

The Contractor shall respond to any emergency upon oral or written notification from the District's Authorized representative or designee. This response must result in the arrival of a certified fire alarm technician at the affected site within 4 hours after notification of such an emergency. The number of emergencies to be responded to at any given time shall not exceed two locations. In the event that the Contractor does not respond within 4 hours, a Fire Watch Process can be established at the request of the District's Safety Inspector or the Local Fire Department at the expense of the District. If the Contractor does not arrive at the emergency site within four (4) hours, the District has the right to utilize an alternate licensed service provided to repair the system at the expense of the District. Emergencies include, but are not limited to the following:

- Total system failure
- Inability to acknowledge, silence or reset audible panel trouble
- Failure of air-conditioning to reset after an alarm
- Failure of fire alarm system to communicate with the monitoring center, if determined that loss of communication is not due to fire alarm communicator or equipment the call will become billable
- Complete zone or loop failure
- Fire at a facility



#14-017-DN
SIGNATURE PAGE

IT IS THE SOLE RESPONSIBILITY OF THE BIDDER TO COMPLY WITH PROVISIONS OF THE IMMIGRATION REFORM AND CONTROL ACT OF 1986.

The District School Board of Pasco County hereby stipulates and affirms its policy of offering Equal Employment and Educational Opportunities for all persons regardless of race, creed, color, sex, national origin, age or handicap. The failure of any contractor supplier to the Board to comply with the terms of this Equal Employment Opportunity Policy will subject any contract or purchase order to revocation.

FIRM NAME: SimplexGrinnell
ADDRESS: 4701 Oak Fair Blvd.
CITY, STATE, ZIP CODE: Tampa, FL. 33610
TELEPHONE # AREA CODE: (813) 626-5482 FAX # AREA CODE: (813) 664-1731
E-MAIL ADDRESS: DPrendes@SimplexGrinnell.com

The signing of this direct negotiated contract form certifies that I have read and agree to abide by the accompanying cover letter, general instruction, special instructions and specifications. NOTE: This sheet and the accompanying documents constitute a firm offer from the vendor; however, acceptance by The Board of any or all parts herein does not constitute a contract. Before commencing any work, the Superintendent or his authorized representative shall properly execute a Purchase Order (or contract), and it shall become the written agreement between the parties. All terms and conditions of this direct negotiated contract are included and become a part of the written agreement between the parties.

SIGNATURE: *Daniel Prendes*
(Written) (Officer of Company or Corporation)

NAME: Daniel Prendes
(TYPED OR PRINTED)

TITLE: Total Service Manager

SIGNATURE: *Michael J. Woodall*
(Purchasing Agent)

DATE: 6/18/13

SIGNATURE: *Cynthia Armstrong*
(Board Chairperson) Cynthia Armstrong

DATE: 6/18/13

District School Board
of Pasco County
JUN 18 2013
Board Approved