

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

December 10, 2012

**NOTICE
 OF
 CONTRACT NO. 071B3200040
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Simplex Grinnell 24755 Halstead Road Farmington Hills, MI 48335	Steve Hicks	SHicks@simplexgrinnell.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	614-602-0475	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR:	DTMB	Genevieve Hayes	517-335-4730	Hayesg2@michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Genevieve Hayes	517-335-4730	Hayesg2@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: Fire Suppression Services – For use by MiDEAL members ONLY			
INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS
2 years	December 10, 2012	October 31, 2013	N/A
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
Net 30 days	Destination	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
MINIMUM DELIVERY REQUIREMENTS:			
N/A			
MISCELLANEOUS INFORMATION:			
N/A			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION:			\$0.00

THIS IS NOT AN ORDER: Orders for delivery will be issued directly by MiDEAL members through the issuance of a purchase order.

Form No. DTMB-3522 (Rev. 4/2012)
 AUTHORITY: Act 431 of 1984
 COMPLETION: Required
 PENALTY: Contract will not be executed unless form is filed

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 PROCUREMENT
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MINIMUM DELIVERY REQUIREMENTS:			
N/A			
MISCELLANEOUS INFORMATION:			
N/A			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION:			\$0.00

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**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
FIRE SUPPRESSION SERVICES
Administered by the State of Nevada (hereinafter “Lead State”)**

MASTER SERVICE AGREEMENT
SIMPLEX GRINNELL
Nevada Contract Number: 1568
(hereinafter “Contractor”)
And
State of Michigan
(hereinafter “Participating State”)

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1. Scope: This addendum covers the FIRE SUPPRESSION SERVICES lead by the State of Nevada for use by MiDEAL members located in the Participating State authorized by that state’s statutes to utilize state contracts.

2. Participation: Use of specific WSCA cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state’s statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Participating State Modifications or Additions to Master Service Agreement:
In the event of any conflicts between the Participating Addendum, including the Participating Addendum Terms and Conditions which is hereby incorporated by reference into this Participating Addendum, and the Master Service Agreement, those of the Participating Addendum take precedence. These modifications or additions apply only to actions and relationships within the Participating State.

4. Lease Agreements: Lease Agreements are NOT authorized by this Contract.

5. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

<u>Lead State</u>	
Name	Ronda Miller, Nevada Division of Purchasing
Address	515 E. Musser St, Carson City, NV 89701
Telephone	775-684-0182
Fax	775-684-0188
E-mail	rlmiller@purchasing.state.nv.us

Contractor

Name	Steve Hicks
Address	24755 Halstead Road, Farmington Hills, MI 48335
Telephone	614-787-1909
Fax	614-602-2011
E-mail	shicks@simplexgrinnell.com

Participating State

Name	Genevieve Hayes
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**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
FIRE SUPPRESSION SERVICES
Administered by the State of Nevada (hereinafter "Lead State")**

MASTER SERVICE AGREEMENT
SIMPLEX GRINNELL
Nevada Contract Number: 1568
(hereinafter "Contractor")
And
State of Michigan
(hereinafter "Participating State")

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Address	Department of Technology, Management & Budget, Procurement, Stevens T. Mason Building, 2 nd Floor, 530 W. Allegan Street, Lansing, MI 48909
Telephone	(517)335-4730
Fax	(517) 335-0046
E-mail	Hayesg2@michigan.gov

6. Purchase Order Instructions:

All orders should contain the following (1) Mandatory Language "PO is subject to WSCA Contract # **1568** " (2) Purchasing entity Name, Address, Contact, & Phone-Number (3) Purchase order amount, and an itemized list of services and accessories,

7. Price Agreement Number:

All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Participating State contract number: **071B3200040** and the Lead State Master Service Agreement number: **1568**.

This Participating Addendum and the Master Service Agreement number **1568** (administered by the State of Nevada) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the Terms and Conditions of this Addendum and the Price Agreement, together with its exhibits,



shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected.

9. Compliance with reporting requirements of the “American Recovery and Reinvestment Act of 2009” (“ARRA”): If or when contractor is notified by ordering entity that a specific purchase or purchases are being made with ARRA funds, contractor agrees to comply with the data element and reporting requirements as currently defined in Federal Register Vol 74 #61, Pages 14824-14829 (or subsequent changes or modifications to these requirements as published by the Federal OMB). Ordering entity is responsible for informing contractor as soon as the ordering entity is aware that ARRA funds are being used for a purchase or purchases. Contractor will provide the required report to the ordering entity with the invoice presented to the ordering entity for payment. The contractor, as it relates to purchases under this contract, is not a subcontractor or subgrantee, but simply a provider of goods and related services.



Participating Addendum Terms and Conditions

Contract Term Refer to Western States Contracting Alliance (WSCA) contract for Fire Suppression Services (WSCA NV w22-2007) acting by and through the State of Nevada Master Service Agreement Contract 1568. The Contract term begins November 1, 2007 and expires October 31, 2013.

Contract Administration- Issuing Office This Contract is issued by Department of Technology, Management and Budget (DTMB)-Procurement. DTMB-Procurement is the sole point of contact with regard to all contractual matters relating to the Contract. DTMB-Procurement is the only office authorized to change, modify, amend, alter or clarify the terms and conditions of the Contract. The Contractor Administrator within DTMB-Procurement for the Contract is:

Genevieve Hayes
Procurement
Department of Technology, Management and Budget
Mason Bldg, 2nd Floor
PO Box 30026
Lansing, MI 48909
Hayesg2@michigan.gov
(517) 335-4730

Notices All notices and other communications required or permitted under this Contract must be in writing and shall be effective only upon receipt by the receiving party. Acceptable delivery methods include: hand delivery, facsimile or email with confirmed transmission, and U.S. mail or any nationally recognized overnight express courier. Delays in the mail system are not an excuse for a late receipt.

Relationship of the Parties The relationship between the MiDEAL member and Contractor is that of client and independent contractor. No agent, employee, or servant of the Contractor, or any of its subcontractors, is an employee, agent or servant of the MiDeal member. The Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of the Contract. The State shall not be liable in any fashion for any violation by a MiDeal member of this Contract, and the Contractor shall hold the State harmless from any liability which may arise from a purchase order or any action or inaction of a MiDeal member relating to this Contract or its subject matter.

Assignments With the exception of assignment to a parent company or subsidiary, any assignment or delegation, without the prior written approval of the State, is void. The Contractor must notify the State at least 90 days before the proposed assignment, delegation, or novation, and provide the State with sufficient information, determined by the State, that will assist in determining if the request and transfer of responsibility would decrease the State's likelihood of receiving performance on the Contract or its ability to recover damages, and if the transfer would be in its best interest. If the MiDEAL member permits an assignment of the Contractor's right to receive payments, the Contractor is not relieved of its responsibility to perform any of its contractual duties. All payments must continue to be made to one entity.

Change in Ownership and Affiliations The Contractor must notify the State within 30 days of becoming aware that a change in the Contractor's ownership or affiliations has occurred or is certain to occur.

Contractor Responsible The Contractor is responsible for the completion of all deliverable(s). The State and MiDEAL members will consider the Contractor to be the sole point of contact with regard to all contractual matters, including payment of any charges for deliverable(s).

Personnel All persons assigned by the Contractor to perform work must be employees or subcontractors of the Contractor or its majority-owned subsidiaries and must be fully qualified to perform the work assigned to them. Contractor personnel must comply with all security procedures in MiDEAL member facilities. The MiDeal member, at its sole discretion, may require the Contractor to remove or reassign personnel. Replacement personnel must be fully qualified.

Background Checks The MiDeal member may require a background check on the Contractor's personnel. The scope of the background check is at the discretion of the MiDeal member. The Contractor is responsible for the costs of conducting the background check at the MiDeal member's sole discretion.



Contractor Identification The Contractor's employees must be clearly identifiable while on MiDeal member property by wearing a MiDeal member-issued badge if provided, and must clearly identify themselves and the company they work for whenever making contact with MiDeal member personnel.

Office Space and Equipment The MiDeal member will not provide office space, equipment, or any resources.

Cooperation with Third Parties The Contractor must cooperate with the MiDeal member and any third party. The Contractor must provide access to its personnel, systems, and facilities that are related to the Contract.

Retention of Records Contractor must retain all financial and accounting records related to this Contract for a period of seven years after the Contractor performs work under the Contract (Audit Period). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, the Contractor must retain the records until all issues arising out of the action are resolved.

Examination of Records The State or MiDeal member, with ten calendar days prior notice, is authorized to examine and copy any of the Contractor's, its parent, affiliate, or subsidiary organization's records that relate to this Contract, and enter the Contractor's premises or any other places where such records may be found. The Contractor shall provide reasonable assistance during examination and inspections.

Audit The Contractor must respond in writing, within 30 days after receiving notice, unless the notice specifies a shorter response time. The Contractor shall take all steps the State or MiDeal member deems necessary to develop and implement an action plan to promptly address and resolve the issues identified.

If an audit reveals any financial errors the amount must be reflected as a credit or debit on the next invoice and subsequent invoices until the amount is paid or refunded in full. The credit or debit may not be carried forward for more than four invoices or beyond the termination of the Contract. Any balance will be due as a payment or refunded within 45 calendar days of the last invoice on which the balance appeared or upon termination of the Contract, whichever is earlier. In addition to other available remedies, if the difference between the MiDeal member's actual payment and the correct invoice amount, as determined by an audit, is greater than 10%, the Contractor must pay all reasonable audit costs.

Confidential Information A party (Discloser) may disclose to the other party (Recipient) Confidential Information. As used in this Section, "Confidential Information" means all information of the parties, except information that is: (a) disclosable under the Michigan or federal Freedom of Information Act (FOIA);

(b) now available or becomes available to the public without breach of this Contract; (c) authorized by the Discloser in writing to be shared with a third party by the Recipient; (d) obtained from a third party or parties having no obligation of confidentiality with respect to such information; (e) produced pursuant to federal or state law; or (f) independently developed by the Recipient without reference to Confidential Information of the Discloser.

Protection and Destruction of Confidential Information (a) Each party must use the same care to prevent unauthorized disclosure of Confidential Information as it uses to prevent disclosure of its own information of a similar nature, but in no event less than a reasonable degree of care. The parties will not: (i) make any use of the Confidential Information of the other except as contemplated by this Contract; (ii) acquire any interest or license in or assert any lien against the Confidential Information of the other; or (iii) if requested to do so, refuse for any reason to promptly return the other party's Confidential Information. (b) Each party will limit disclosure of the other party's Confidential Information to employees and agents who must have access to fulfill the purposes of this Contract. At the State's or MiDeal member's request, any employee of Contractor having access to Confidential Information may be required to execute a separate agreement to be bound by the confidentiality requirements of this Section. (c) Upon termination of the Contract, Contractor must promptly return all Confidential Information or certify that it has been destroyed.

Exclusions The provisions of Confidential Information and Protection and Destruction of Confidential Information, will not apply if the Recipient is required by law to produce the Discloser's Confidential Information, provided that the Recipient: (i) promptly provides the Discloser with notice of the legal request; and (ii) assists the Discloser in resisting or limiting the scope of the production as reasonably requested by the Discloser.

Time of Performance If the Contractor believes that a delay in performance by the MiDeal member has caused or will cause the Contractor to be unable to perform its obligations according to the Contract time periods, the Contractor shall immediately notify the MiDeal member and, to the extent practicable, continue to perform its obligations according to the Contract.



Force Majeure The Contractor and the MiDeal member shall not be in default because of any failure to perform this contract under its terms if the failure arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of these causes are (a) acts of God, (b) acts of the Government in its sovereign or contractual capacity, (c) fires, and (d) strikes.

The non-performing party must notify the other party within five calendar days after the delay occurs. Both parties must use commercially reasonable efforts to resume performance. If the excusable failure substantially prevents or delays the Contractor's performance for more than 10 calendar days, and the MiDeal member reasonably determines that performance is not likely to be resumed within a period of time, the MiDeal member may: (a) procure the affected deliverable(s) from an alternate source without liability for payment; or (b) terminate any portion of the purchase order so affected and equitably adjust charges payable to the Contractor to reflect those deliverable(s) that are terminated. The Contractor will not have the right to any additional payments from the MiDeal member as a result of any excusable delay or to payments for deliverable(s) not provided as a result.

Ordering The MiDEAL member will issue a written purchase order or procurement card order to order any services/deliverables under the Contract. All orders are subject to the terms and conditions of the Contract. Exact quantities to be purchased are unknown, however, the Contractor must furnish all such materials and services as may be ordered during the Contract period.

Quality Assurance By tendering any deliverable to the MiDeal member, the Contractor certifies to the MiDeal member that (a) it has performed reasonable quality assurance activities; (b) it has performed any reasonable testing; (c) it has corrected all material deficiencies discovered during the quality assurance activities and testing; and to the extent that testing occurs at MiDeal member locations, the MiDeal member is entitled to observe and otherwise participate in the testing.

Prohibited Products Shipping of salvage, distressed, outdated, or discontinued goods to any MiDEAL member will be considered a material default by the Contractor. A brand and product number offered for all items will remain consistent for the term of the Contract.

Fixed Prices for Deliverable(s) Each purchase order issued under the Contract must specify (or indicate by reference to the appropriate Contract Exhibit) the firm, fixed prices for all services/deliverables, and the associated payment amounts. MiDEAL members shall not be obligated to pay any amounts in addition to the charges specified in the Contract.

Payment Deadlines Undisputed invoices will be due and payable by the MiDeal member within thirty (30) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later.

Invoicing and Payment The MiDeal member will not pay for any unauthorized performance. Each purchase order issued must list (or indicate by reference to the appropriate Contract Exhibit) the prices for all services/deliverables, equipment and commodities to be provided. Each contractor invoice must detail charges by deliverable and location at a level of detail reasonably necessary to satisfy the MiDeal member's accounting and charge-back requirements. Invoices for deliverables performed on a time and materials basis must show the number of hours performed during the billing period and the applicable hourly billing rate. All invoices must reflect actual work done.

Pro-ration If the scope of the services/deliverables under any purchase order is subsequently reduced by a MiDeal member the parties must negotiate an equitable reduction in Contractor's charges commensurate with the reduction in scope.

Final Payment and Waivers The Contractor's acceptance of final payment by the MiDeal member constitutes a waiver of all claims by the Contractor against the MiDeal member for payment under this Contract, other than those claims previously filed in writing on a timely basis and still disputed. For any other claims, final payment by the MiDeal member will not constitute a waiver by either party of any rights as to the other party's continuing obligations, including claims for defective or substandard deliverable(s)

Employment Taxes The Contractor must collect and pay all applicable federal, state, and local employment taxes.

Sales and Use Taxes The Contractor must register and remit sales and use taxes on taxable sales of tangible personal property or services delivered into the State. If the Contractor lacks sufficient presence in Michigan to be required to register and pay taxes, it must do so on a voluntary basis. The requirement to register and remit sales and use taxes extends to (a) all members of a "controlled group of corporations" as defined in § 1563(a) of the Internal Revenue Code, 26 USC 1563(a), and applicable regulations; and (b) all organizations under common control that make sales at retail for delivery into the State. Any United States Department of Treasury regulation that references "two or more trades or businesses under common control" includes organizations such as sole proprietorships, partnerships (as defined in § 7701(a)(2) of the Internal Revenue Code, 26 USC 7701(a)(2)), trusts, estates, corporations, or limited liability companies.

Delivery Responsibilities The Contractor is responsible for delivering the deliverable(s) by the applicable delivery date to the location(s) specified in purchase order. The Contractor must ship the deliverable(s) "F.O.B. Destination." The MiDEAL member will



examine all packages at the time of delivery. The quantity of packages delivered must be recorded and any obvious visible or suspected damage must be noted at the time of delivery using the shipper's delivery document(s) and appropriate procedures to record the damage.

Warranties and Representations The Contractor represents and warrants:

- (a) It is capable of fulfilling and will fulfill all of its obligations under this Contract.
- (b) All equipment and materials incorporated into the work shall be new, unless otherwise agreed by the MiDEAL member, and shall meet the requirements of the Agreement. Contractor warrants that it has the qualifications and skills to perform its obligations hereunder and its workmanship shall be performed in a professional workmanlike manner and material furnished under the Agreement shall be new, of good quality, and free from defects for one (1) year from the date of furnishing. Where Contractor provides product or equipment of others, Contractor will warrant the product or equipment only to the extent warranted by such third party. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THIS WARRANTY DOES NOT APPLY TO ANY PRODUCT OR SOFTWARE WHICH HAS BEEN SUBJECTED TO ABUSE, MISHANDLING, OR IMPROPER USE. CONTRACTOR 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.
- (c) The Contract appendices, attachments, and exhibits identify any equipment, software, and services necessary for the deliverable(s) to comply with the Contract's requirements.
- (d) It is the lawful owner or licensee of any deliverable licensed or sold to the MiDEAL member by Contractor or developed by the Contractor for this Contract, and Contractor has all of the rights necessary to convey to the MiDEAL member the ownership rights or licensed use, as applicable, of any deliverable(s). None of the deliverable(s) provided by Contractor to the MiDEAL member, nor their use by the MiDEAL member, will infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party.
- (e) If the Contractor procures any equipment, software, or other deliverable(s) for the MiDEAL member (including equipment, software, and other deliverable(s) manufactured, re-marketed or otherwise sold by the Contractor or under the Contractor's name), then the Contractor must assign or otherwise transfer to the MiDEAL member, or afford the MiDEAL member the benefits of, any manufacturer's warranty for the deliverable(s).
- (f) The Contract signatory has the authority to enter into this Contract on behalf of the Contractor.
- (g) It is qualified and registered to transact business in all locations where required.
- (h) Neither the Contractor nor any affiliates, nor any employee of either, has, will have, or will acquire, any interest that would conflict in any manner with the Contractor's performance of its duties and responsibilities to the State or otherwise create an appearance of impropriety with respect to the award or performance of this Contract. The Contractor must notify the State about the nature of any conflict or appearance of impropriety within two days of learning about it.
- (i) Neither the Contractor nor any affiliates, nor any employee of either, has accepted or will accept anything of value based on an understanding that the actions of the Contractor, its affiliates, or its employees on behalf of the State would be influenced. The Contractor must not attempt to influence any State employee by the direct or indirect offer of anything of value.
- (j) Neither the Contractor nor any affiliates, nor any employee of either, has paid or agreed to pay any person, other than bona fide employees and consultants working solely for the Contractor or the affiliate, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.

Consequences For Breach In addition to any remedies available in law, it is a material breach of the Contract if the Contractor breaches any of the warranties contained in the Warranties and Representations section.

Certificates of Insurance and Other Requirements In addition to the insurance requirements noted in the WSCA State of Nevada Master Service Agreement Contract 1568, the Contractor must list the MiDeal member, its departments, divisions, agencies, offices, commissions, officers, employees, and agents as additional insureds on the certificate and provide evidence of such if requested to do so. Each certificate must be on an "accord" form or equivalent and must contain the applicable Contract or purchase order number.

Indemnification – General The Contractor must indemnify, defend, and hold the State, MiDeal members, and their employees harmless from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, alternative dispute resolution processes, litigation, settlement, judgments, interest, and penalties), accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Contractor in the performance of this Contract and that are attributable to the negligence or tortious acts of the Contractor, any of its subcontractors, or by anyone else for whose acts any of them may be liable.



Employee Indemnification In any claims against the State or MiDeal members, their departments, agencies, commissions, officers, employees, and agents, by any employee of the Contractor or any of its subcontractors, the indemnification obligation will not be limited in any way by the amount or type of damages, compensation, or benefits payable by or for the Contractor or any of its subcontractors under worker's disability compensation acts, disability benefit acts, or other employee benefit acts. This indemnification clause is intended to be comprehensive. Any overlap in provisions, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other provisions.

Continuing Obligation The Contractor's duty to indemnify continues in full force and effect, regardless of the expiration or early termination of the Contract, with respect to any claims based on facts or conditions that occurred before expiration or termination.

Indemnification Procedures - These Procedures Apply to All Indemnity Obligations

(a) After the State or MiDEAL member receives notice of an action or proceeding involving a claim for which it will seek indemnification, the State or MiDEAL member must promptly notify the Contractor of the claim and take, or assist the Contractor in taking, any reasonable action to avoid a default judgment against the Contractor. Failure to notify the Contractor does not relieve the Contractor of its indemnification obligations except to the extent that the Contractor can prove damages attributable to the notification failure. Within 10 days following receipt of notice from the State or MiDEAL member relating to any claim, the Contractor must notify the State or MiDEAL member whether the Contractor agrees to assume control of the defense and settlement of that claim (a "Notice of Election"). After notifying the Contractor of a claim and before the State or MiDEAL member receives the Contractor's Notice of Election, the State or MiDEAL member is entitled to defend against the claim, at the Contractor's expense, and the Contractor will be responsible for any reasonable costs, including attorney fees, incurred by the State or MiDEAL member in defending against the claim during that period.

(b) If the Contractor delivers a Notice of Election relating to any claim: (i) the State or MiDEAL member is entitled to participate in the defense of the claim and to employ counsel at its own expense to assist in handling the claim and to monitor and advise the State or MiDEAL member about the status and progress of the defense; (ii) the Contractor must, at the request of the State or MiDEAL member, demonstrate the Contractor's financial ability to carry out its defense and indemnity obligations under this Contract; (iii) the Contractor must periodically advise the State or MiDEAL member about the status and progress of the defense and must obtain prior approval of the State or MiDEAL member before entering into any settlement of the claim or ceasing to defend against the claim; and (iv) to the extent that any principles of Michigan governmental or public law may be involved or challenged, the State or MiDEAL member has the right, at its own expense, to control the defense of that portion of the claim. The State or MiDEAL member may retain control of the defense and settlement of a claim by notifying the Contractor within 10 days after the State's or MiDEAL member's receipt of the Contractor's information requested by the State or MiDEAL member under clause (ii) of this paragraph, if the State or MiDEAL member determines that the Contractor has failed to demonstrate to the reasonable satisfaction of the State or MiDEAL member the Contractor's financial ability to carry out its defense and indemnity obligations under this Section. Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. In the event the insurer's attorney represents the State under this Section, the insurer's attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

(c) If the Contractor does not deliver a Notice of Election relating to any claim of which it is notified, the State or MiDEAL member may defend the claim in a manner it deems appropriate, at the cost and expense of the Contractor. If it is determined that the claim was one against which the Contractor was required to indemnify the State or MiDEAL member, upon request of the State or MiDEAL member, the Contractor must promptly reimburse the State or MiDEAL member for all reasonable costs and expenses, including attorney fees.

Limitation of Liability Neither the Contractor nor the State or MiDeal member is liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability does not apply to claims for infringement of United States patent, copyright, trademark, or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor or to court costs or attorneys' fees awarded by a court in addition to damages after litigation based on this Contract.

Notice and Right to Cure If the Contractor breaches the Contract or purchase order, and the State or MiDEAL member, in its sole discretion, determines that the breach is curable, the State or MiDEAL member will provide the Contractor notice of the breach and a period of at least 10 calendar days to cure the breach. The State or MiDEAL member does not need to provide notice or an opportunity to cure for successive or repeated breaches or if the State or MiDEAL member determines, in its sole discretion, that a breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage, or destruction of any real or tangible personal property.



Termination for Cause The State may fully or partially terminate this Contract or a MiDEAL member may fully or partially terminate a purchase order for cause by notifying the Contractor if the Contractor: (i) breaches any of its material duties or obligations ; or (ii) fails to cure a breach within the time period specified in a notice of breach.

(a) The Contractor must pay all reasonable costs incurred by the MiDEAL member in terminating a purchase order for cause, including administrative costs, attorneys' fees and court costs, and any additional costs the MiDEAL member incurs to procure the deliverable(s) from other sources. Re-procurement costs are not consequential, indirect, or incidental damages, and cannot be excluded by any other terms otherwise included in this Contract, provided the costs are not in excess of 50% more than the prices for the deliverable(s).

(b) Any charges payable to the Contractor will be equitably adjusted to reflect those deliverable(s) that are terminated. The MiDEAL member must pay for all deliverable(s) for which Final Acceptance has been granted before the termination date. Any services or related provisions of this Contract that are terminated for cause must cease on the effective date of the termination.

(c) If it is determined, for any reason, that the Contractor was not in breach of the Contract, the termination will be deemed to have been a termination under Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in that Section.

Termination for Convenience The State may fully or partially terminate this Contract for its convenience if the State determines that a termination is in the State's best interest. The MiDEAL member may fully or partially terminate a purchase order for its convenience if the MiDEAL member determines that a termination is in the MiDeal member's best interest. Reasons for the termination are within the sole discretion of the State or MiDeal member and may include: (a) MiDEAL members no longer need the deliverable(s) specified in this Contract; (b) a relocation of office, program changes, or changes in laws, rules, or regulations make the deliverable(s) no longer practical or feasible; (c) unacceptable prices for Contract changes; or (d) falsification or misrepresentation, by inclusion or non-inclusion, of information material to the Contract. The State may terminate this Contract or a MiDeal member may terminate a purchase order for its convenience by giving Contractor notice at least 30 days before the date of termination

Termination for Criminal Conviction The State may terminate this Contract immediately and without further liability or penalty if the Contractor, an officer of the Contractor, or an owner of a 25% or greater share of the Contractor is convicted of a criminal offense related to a State, public, or private contract or subcontract.

Rights and Obligations upon Termination (a) If the State terminates this Contract for any reason or a MiDEAL member terminates a purchase order, the Contractor must: (i) stop all work as specified in the notice of termination; (ii) take any action that may be necessary, or that the MiDEAL member may direct, to preserve and protect deliverable(s) or other MiDEAL member property in the Contractor's possession; (iii) return all materials and property provided directly or indirectly to the Contractor by any entity, agent, or employee of the MiDEAL member; (iv) transfer title in and deliver to the MiDEAL member, unless otherwise directed, all deliverable(s) intended to be transferred to the MiDEAL member at the termination of the Contract or purchase order (which will be provided to the MiDEAL member on an "As-Is" basis except to the extent the MiDEAL member compensated the Contractor for warranty services related to the materials); (v) to the maximum practical extent, take any action to mitigate and limit potential damages, including terminating or limiting subcontracts and outstanding orders for materials and supplies; and (vi) take all appropriate action to secure and maintain MiDEAL member information confidentially in accordance with the Confidentiality provisions contained herein.

(b) If this Contract or a purchase order is terminated for convenience, the MiDEAL member must pay the Contractor all charges due for deliverable(s) provided before the date of termination. Regardless of the basis for the termination, the MiDEAL member is not obligated to pay or otherwise compensate the Contractor for any lost expected future profits, costs, or expenses incurred with respect to deliverable(s) not actually completed.

(c) If the State terminates this Contract or a MiDEAL member terminates a purchase order for any reason, the MiDEAL member may assume, at its option, any subcontracts and agreements for deliverable(s), and may pursue completion of the deliverable(s) by replacement contract or as the MiDEAL member deems expedient.

Reservation of Rights In the event of any full or partial termination of this Contract or a purchase order, each party reserves all rights or remedies otherwise available to the party.

Contractor Transition Responsibilities If the State or a MiDeal member terminates this Contract or a purchase order, the Contractor must make reasonable efforts to transition the performance of the work, including all applicable equipment, services, software, and leases, to the MiDEAL member or a third party designated by the MiDEAL member within a reasonable period of time that does not exceed 30 days from the date of termination. Contractor transition responsibilities include the requirement to: (a) Provide any required reports and documentation as determined by the MiDeal member; (b) Work with the MiDeal member, or a specified third party, to develop a transition plan setting forth the specific tasks and schedule to accomplish the transition; and (c) Designate as many of its personnel as necessary to perform the Contract during the transition period.



Transition Payments If the transition results from expiration or termination of the Contract or a purchase order, the Contractor will be reimbursed for all reasonable transition costs at the Contract rates. The Contractor must prepare an accurate accounting from which the MiDEAL member and the Contractor may reconcile all outstanding accounts.

Stop Work Order The MiDEAL member may, by issuing a Stop Work Order, require that the Contractor fully or partially stop work for a period of up to 90 days, and for any further period to which the parties agree. Upon receipt of the Stop Work Order, the Contractor must immediately take all reasonable steps to minimize incurring costs. Within the period of the Stop Work Order, the MiDEAL member must either: (a) terminate the Stop Work Order; or (b) terminate the purchase order for the work covered by the Stop Work Order.

Termination of Stop Work Order The Contractor must resume work if the MiDEAL member terminates a Stop Work Order or if it expires. The parties will agree upon an equitable adjustment in the delivery schedule, the Contract price, or both, and the purchase order must be modified, if: (a) the Stop Work Order results in an increase in the time required for, or the Contractor's costs properly allocated to, the performance of the purchase order; and (b) the Contractor asserts its right to an equitable adjustment within 20 days after the end of the Stop Work Order by submission of a request for adjustment to the MiDEAL member; provided that, the MiDEAL member may receive and act upon the Contractor's request submitted at any time before final payment.

Allowance of the Contractor's Costs If the MiDEAL member fully or partially terminates the work covered by the Stop Work Order, for reasons other than material breach, the termination is a termination for convenience, and the MiDEAL member will pay reasonable costs resulting from the Stop Work Order in arriving at the termination settlement. The State or MiDEAL member is not liable to the Contractor for lost profits because of a Stop Work Order.

Dispute Resolution - General (a) The Contractor must submit any claim related to this Contract to the MiDEAL member, together with all supporting documentation for the claim.

(b) The representatives of the Contractor and the MiDeal member must meet as often as the parties reasonably deem necessary to gather and furnish to each other all information related to the claim.

(c) During the course of negotiations, each party will honor all reasonable requests made by the other for non-privileged information reasonably related to the claim.

Continued Performance Each party will continue performing its obligations under the Contract while a claim is being resolved, except to the extent the claim precludes performance and without limiting either the State's right to terminate the Contract or the MiDeal member's right to terminate a purchase order. A claim involving payment does not preclude performance.

Bankruptcy and Insolvency The Contractor must notify the State and provide all documents used to initiate any of the following actions or proceedings: (a) files for bankruptcy protection; (b) becomes insolvent or a receiver is appointed due to the Contractor's insolvency; (c) makes a general assignment for the benefit of creditors; (d) or its affiliates are unable to prove reasonable assurances that the Contractor or its affiliates can provide the deliverable(s) under the Contract. Notice must be provided within 14 calendar days of the action or proceeding. The Contractor must also notify the State if an involuntary bankruptcy petition is filed against the Contractor and not dismissed within 30 days. The Contractor shall keep the State informed of the progress of the action or proceeding.

Disclosure Responsibilities – Litigation The Contractor must notify the State within 30 days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "Proceeding") involving the Contractor, a subcontractor, and any of the Contractor or subcontractors officers or directors, that arises during the term of the Contract, including: (i) a criminal Proceeding; (ii) a parole or probation Proceeding; (iii) a Proceeding under the Sarbanes-Oxley Act; and (iv) a civil Proceeding involving (a) a claim that might reasonably be expected to adversely affect the Contractor's viability or financial stability or (b) governmental or public entities claim or written allegation of fraud; or (v) a Proceeding involving revocation or suspension of any license Contractor must have to perform under this Contract.

If any Proceeding would cause a reasonable party to be concerned about: (i) the ability of the Contractor (or a subcontractor) to continue to perform this Contract; or (ii) whether the Contractor (or a subcontractor) is engaged in conduct that is similar in nature to the conduct alleged in the Proceeding and would constitute a breach of this Contract or a violation of federal or state law, regulations, or public policy, then the Contractor must provide the State all requested reasonable assurances that the Contractor and its subcontractors will be able to continue to perform this Contract.

Extended Purchasing - MiDEAL Requirements

(a). The Contractor must ensure that all purchasers are MiDEAL members before extending the Contract pricing. A current listing of approved MiDEAL members is available at:

http://www.michigan.gov/documents/localgov/MiDeal_Members_22806_310427_7.pdf.



- (b). The Contractor must submit quarterly reports of MiDEAL purchasing activities to DTMB-Procurement. To the extent that MiDEAL members purchase deliverable(s) under this Contract, the quantities of deliverable(s) purchased will be included in determining the appropriate rate wherever tiered pricing based on quantity is provided. (c). The Contractor must submit invoices to, and receive payment from, MiDEAL members on a direct and individual basis.
- (d). The State reserves the right to negotiate additional discounts based on any increased volume by MiDEAL members.

MiDEAL Administrative Fee

- (a) The Contractor must remit an administrative fee on all sales transacted under this Contract, and remit the fee within 30 days after the end of each quarter. The administrative fee equals $\frac{3}{4}$ of one percent (.0075) of the total quarterly sales reported.
- (b) The Contractor must pay the administrative fee by check payable to the State of Michigan. The Contractor must identify the check as an "Administrative Fee" and include the following information with the payment: the applicable Contract Number, the total quarterly sales by volume and dollar amount, and the quarter covered.
- (c) The Contractor must send the check to the following address:

Department of Technology, Management and Budget
 Financial Services – Cashier Unit
 Lewis Cass Building
 320 South Walnut St.
 P.O. Box 30681
 Lansing, MI 48909

Governing Law This Contract is governed by, and construed according to, the substantive laws of the State of Michigan without regard to any Michigan choice of law rules that would apply the substantive law of another jurisdiction to the extent not inconsistent with or preempted by federal law.

Jurisdiction Any dispute arising from the Contract must be resolved in the State of Michigan. With respect to any claim where the State is a party, the venue shall be Ingham County, Michigan. With respect to any claim between the Contractor and the MiDEAL member, the Contractor consents to the venue of the county in which the MiDEAL member is located. The Contractor irrevocably waives any objections to venue that it may have, such as lack of personal jurisdiction or forum non conveniens. The Contractor must appoint agents in the State of Michigan to receive service of process.

Compliance with Laws/Policies/Procedures The Contractor and its employees must comply with, without reliance on or by the direction of the State or MiDeal member, in the performance of the Contract, all applicable federal, state, and local laws, ordinances, and MiDEAL member policies and procedures.

Nondiscrimination All parties to any contract with the State agree to abide by all nondiscrimination laws including those contained within Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq.. Any breach of this provision may be regarded as a material breach of the Contract.

ABUSIVE LABOR PRACTICES The Contractor may not furnish any deliverable(s) that were produced fully or partially by forced labor, convict labor, forced or indentured child labor, or indentured servitude.

Unfair Labor Practices Under 1980 PA 278, MCL 423.321, et seq., the State shall not award and shall void any Contract with a Contractor, subcontractor, manufacturer, or supplier who fails to correct an unfair labor practice as identified by the United States National Labor Relations Board.

Environmental Provision For the purposes of this section, "Hazardous Materials" include asbestos, ACBMs, PCBs, petroleum products, construction materials including paint thinners, solvents, gasoline, oil, and any other material for which the manufacture, use, treatment, storage, transportation, release, or disposal is regulated by the federal, state, or local laws governing the protection of the public health, natural resources, or the environment.

- (a) The Contractor must use, handle, store, dispose of, process, transport, and transfer any Hazardous Material according to all federal, State, and local laws. The MiDEAL member must immediately advise the Contractor of the presence of any known Hazardous Material at the work site. If the Contractor encounters material reasonably believed to be Hazardous Material that may present a substantial danger, the Contractor must: immediately stop all affected work, notify the MiDeal member and any entities required by law, and take appropriate health and safety precautions.
- (b) The MiDeal member may issue a Stop Work Order if the material is a Hazardous Material that may present a substantial danger and the Hazardous Material was not brought to the site by the Contractor, or does not wholly or partially result from any violation by the Contractor of any laws covering the use, handling, storage, release, disposal, processing, transport and transfer of Hazardous



Materials. The MiDeal member may remove the Hazardous Material, render it harmless, or terminate the affected work for the MiDeal member's convenience.

(c) If the Hazardous Material was brought to the site by the Contractor, or wholly or partially results from any violation by the Contractor of any laws covering the use, handling, storage, release, disposal, processing, transport and transfer of Hazardous Material, or from any other act or omission within the control of the Contractor, the Contractor must bear its proportionate share of the delay and costs involved in cleaning up the site and removing and rendering harmless the Hazardous Material according to applicable laws.

Freedom of Information This Contract and all information submitted to the State or the MiDeal member by the Contractor is subject to the Michigan Freedom of Information Act (FOIA), 1976 PA 442, MCL 15.231, et seq.

Prevailing Wage If the Michigan Department of Licensing and Regulatory Affairs (LARA) establishes rates of wages and fringe benefits to be paid to each class of individuals employed by the Contractor and all subcontractors, the wages and fringe benefits must not be less than those established for the locality where the work is to be performed.

Media Releases News releases (including promotional literature and commercial advertisements) pertaining to the Contract or the project to which it relates will not be made without prior approval by the State or MiDEAL member, and only in accordance with the instructions from the State or MiDEAL member.

Contract Distribution DTMB-Procurement retains the sole right of Contract distribution to all MiDeal members unless other arrangements are authorized by DTMB-Procurement.

Permits Contractor must obtain and pay any associated costs for all required governmental permits, licenses, and approvals for the delivery, installation, and performance of the Contract.

Website Incorporation The State or MiDeal member is not bound by any content on the Contractor's website unless incorporated directly into this Contract.

Antitrust Assignment The Contractor assigns to the MiDeal member any claims resulting from state or federal antitrust violations to the extent that those violations concern materials or services supplied by third parties toward fulfillment of the Contract.

Disaster Recovery Except as mandated by federal disaster response requirements, Contractor personnel dedicated to providing deliverable(s) under this Contract will provide the MiDeal members with priority.

Legal Effect The MiDEAL member or the State is not liable for costs incurred by the Contractor or for payment(s) under this Contract until the Contractor is authorized to perform (receives a purchase order from a MiDEAL member). Contractor must show acceptance of the Contract by signing two (2) copies of the Contract and returning them to the Contract Administrator.

Entire Agreement This Contract constitutes the entire agreement between the parties and supersedes all prior agreements, whether written or oral, with respect to the subject matter. All attachments referenced in this Contract are incorporated in their entirety and form part of this Contract.

Headings The captions and section headings used in this Contract are for convenience only and may not be used to interpret the scope and intent of this Contract.

Severability If any provision of this Contract is ruled invalid or unenforceable by a court of competent jurisdiction, it will be severed from the Contract and all remaining provisions will remain in effect.

Approval Unless otherwise provided in this Contract, approval(s) must be in writing and must not be unreasonably withheld or delayed.

No Waiver of Default Failure by a party to insist upon strict adherence to any term of the Contract does not waive that party's right to later insist upon strict adherence to that term, or any other term, of the Contract.

Survival The provisions of this Contract that impose continuing obligations, including, but not limited to, warranties, indemnification, and confidentiality, will survive the expiration or termination of this Contract.



For Purchasing Use Only:

RFP/CONTRACT # 1568

MASTER SERVICE AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

A Contract between the Western States Contracting Alliance
Acting by and through the State of Nevada

Department of Administration, Purchasing Division Attn: Gail Burchett
515 East Musser Street, 3rd Floor, Carson City, Nevada 89701
Telephone (775) 684-0170 Facsimile (775) 684-0188

And

Simplex Grinnell Attn: John Richards
6305 Southwest Rosewood Street, Lake Oswego, Oregon 97305
Telephone (503) 683-9000 Facsimile (503) 675-6521

Pursuant to Nevada Revised Statute (NRS) 277.100, NRS 277.110, NRS 333.162(1) (d), and NRS 333.480 the Chief of the Purchasing Division of Nevada is authorized to enter into cooperative group-contracting consortium.

The Western States Contracting Alliance is a cooperative group-contracting consortium for state government departments, institutions, agencies and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) for the states of Alaska, Arizona, California, Colorado, Hawai'i, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington and Wyoming.

In consideration of the above premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This contract shall not become effective until and unless approved by the Western States Contracting Alliance Board of Directors.
2. **DEFINITIONS.** "WSCA" means the Western States Contracting Alliance. "State" and/or "Lead State" means the State of Nevada and its state agencies, officers, employees and immune contractors as defined in NRS 41.0307. "Participating State(s)" means state(s) that have signed (and not revoked) an Intent to Contract at the time of the award of this contract, or who have executed a Participating Addendum. "Buyer" means any WSCA agency or political subdivision participating under this contract. "Contractor" and/or "Contracting Agency" means a person or entity that performs services and/or provides goods for WSCA under the terms and conditions set forth in this contract. "Solicitation" means RFP # 1568 incorporated herein as Attachment AA. "Fiscal Year" is defined as the period beginning July 1 and ending June 30 of the following year.
3. **CONTRACT TERM.** This contract shall be effective from November 1, 2007 subject to WSCA Board of Directors' approval to October 31, 2009, unless sooner terminated by either party as specified in paragraph (21).



4. NOTICE. Unless otherwise stated in the special terms and conditions, any contract entered into as a result of the Solicitation may be canceled by either party upon written notice sixty (60) days prior to the effective date of the cancellation. Further, any Participating State may cancel its participation upon thirty (30) days written notice, unless otherwise limited or stated in the special terms and conditions of the Solicitation. Cancellation may be in whole or in part. Any cancellation under this provision shall not effect the rights and obligations attending orders outstanding at the time of cancellation, including any right of any Participating State to indemnification by the Contractor, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any order. Cancellation of the contract due to Contractor default may be immediate.

5. INCORPORATED DOCUMENTS. The parties agree that the scope of work shall be specifically described; this contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT AA: SOLICITATION # 1568 and Amendment 1

ATTACHMENT BB: CONTRACTOR'S RESPONSE

A Contractor's attachment shall not contradict or supersede any WSCA specifications, terms or conditions without written evidence of mutual assent to such change appearing in this contract.

7. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this contract are also specifically a part of this contract and are limited only by their respective order of precedence and any limitations specified.

8. BID SPECIFICATIONS. Contractor certifies that any deviation from the specifications in the scope of work, incorporated herein as part of Attachment AA, have been clearly indicated by Contractor in its response, incorporated herein as Attachment BB; otherwise, it will be considered that the bid is in strict compliance. Any BRAND NAMES or manufacturers' numbers are stated in the specifications are intended to establish a standard only and are not restrictive unless the Solicitation states "no substitute," and unless so stated, bids have been considered on other makes, models or brands having comparable quality, style, workmanship and performance characteristics. Alternate bids offering lower quality or inferior performance have not been considered.

9. ACCEPTANCE OR REJECTION OF BIDS, AND AWARD. WSCA has the right to accept or reject any or all bids or parts of bids, and to waive informalities therein. This contract is based the lowest responsive and responsible bid and meets the specifications of the Solicitation and terms and conditions thereof. Unless stated otherwise in the Solicitation, WSCA has the right to award items separately or by grouping items in a total lot.

10. BID SAMPLES. Any required samples have been specifically requested in the Solicitation. Samples, when required, have been furnished free of charge. Except for those samples destroyed or mutilated in testing, samples will be returned at a bidder's request, transportation collect.

11. CONSIDERATION. The parties agree that Contractor will provide the services specified in paragraph (5) at a cost of \$ 20.80 base service rate per hour plus individual rate multipliers based on the prevailing wage rates per area of each WSCA State. Individual commodity and service items shall be charged at the rates listed in the vendor's submitted cost proposal (section 2). Unless otherwise stated in the special terms and conditions, for the purpose of award, offers made in accordance with the Solicitation must

Effective 04/07



be good and firm for a period of ninety (90) days from the date of bid opening. Contracted prices represent ceiling prices for the supplies and services offered. The Contractor shall report to the Lead State any price reduction or discount, or other more favorable terms offered to any Purchasing Entity and the Contractor agrees to negotiate in good faith to re-establish ceiling prices or other more favorable terms and conditions applicable to future orders. Bid prices must remain firm for the full term of the contract. In the case of error in the extension of prices in the bid, the unit prices will govern. WSCA does not guarantee to purchase any amount under this contract. Estimated quantities in the Solicitation are for bidding purposes only and are not to be construed as a guarantee to purchase any amount. Unless otherwise stated in the special terms and conditions offers made in accordance with the Solicitation must be good and firm for a period of ninety (90) days from the date of bid opening. Bid prices must remain firm for the full term of the contract. In the case of error in the extension of prices in the bid, the unit prices will govern. If Contractor has quoted a cash discount based upon early payment; discounts offered for less than thirty (30) days have not been considered in making the award. The date from which discount time is calculated shall be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date shall be the date of acceptance of the merchandise. WSCA is not liable for any costs incurred by the bidder in proposal preparation.

12. PAYMENT. Payment for completion of a contract is normally made within thirty (30) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After forty-five (45) days the Contractor may assess overdue account charges up to a maximum rate of one (1) percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a Participating State's "Purchasing Card."

13. TAXES. Prices shall be exclusive of state sales and federal excise taxes. Where a Participating State is not exempt from sales taxes on sales within its state, the Contractor shall add the sales taxes on the billing invoice as a separate entry. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. The Lead State's real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this contract. Nevada may set-off against consideration due any delinquent government obligation in accordance with NRS 353C.190.

14. FINANCIAL OBLIGATIONS OF PARTICIPATING STATES. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions. Unless otherwise specified in the Solicitation, the resulting award(s) will be permissive.

15. ORDER NUMBERS. Contract order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

16. REPORTS. The Contractor shall submit quarterly reports to the WSCA Contract Administrator showing the quantities and dollar volume of purchases by each Participating State.

17. DELIVERY. The prices bid shall be the delivered price to any WSCA state agency or political subdivision. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage shall remain with the Contractor until final inspection and acceptance, when responsibility shall pass to the Buyer except as



to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back-ordered shall be shipped without charge.

18. HAZARDOUS CHEMICAL INFORMATION. The Contractor will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to any Buyer. All safety data sheets and labels will be in accordance with each Participating State's requirements.

19. INSPECTIONS. Goods furnished under this contract shall be subject to inspection and test by the Buyer at times and places determined by the Buyer. If the Buyer finds goods furnished to be incomplete or in non-compliance with bid specifications, the Buyer may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price which is equitable under the circumstances. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by the Buyer, the Buyer may cancel the order in whole or in part. Nothing in this paragraph shall adversely affect the Buyer's rights including the rights and remedies associated with revocation of acceptance under the Uniform Commercial Code.

20. INSPECTION & AUDIT.

a. Books and Records. The Contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to WSCA, the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.

b. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by WSCA; the United States Government; the State Auditor or its contracted examiners, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this paragraph.

c. Period of Retention. All books, records, reports, and statements relevant to this contract must be retained a minimum four (4) years after the contract terminates or until all audits initiated within the four (4) years have been completed, whichever is later, and for five (5) years if any federal funds are used in the contract. The retention period runs from the date of payment for the relevant goods or services by the State, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.



21. CONTRACT TERMINATION. Any of the following events shall constitute cause for WSCA to declare Contractor in default of the contract: (1) nonperformance of contractual requirements; and/or (2) a material breach of any term or condition of this contract. WSCA shall issue a written notice of default providing a period in which Contractor shall have an opportunity to cure. Time allowed for cure shall not diminish or eliminate Contractor's liability for liquidated or other damages. If the default remains, after Contractor has been provided the opportunity to cure, WSCA may do one or more of the following: (1) exercise any remedy provided by law; (2) terminate this contract and any related contracts or portions thereof; (3) impose liquidated damages; and/or (4) suspend Contractor from receiving future bid solicitations.

Winding Up Affairs Upon Termination. In the event of termination of this contract for any reason, the parties agree that the provisions of this paragraph survive termination:

- i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
- ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by WSCA;
- iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this contract if so requested by WSCA;
- iv. Contractor shall preserve, protect and promptly deliver into WSCA's possession all proprietary information in accordance with paragraph (31).

22. REMEDIES. Except as otherwise provided for by law or this contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall include without limitation \$125 per hour for attorneys employed by the Lead State. Nevada may set off consideration against any unpaid obligation of Contractor to any State agency in accordance with NRS 353C.190.

23. LIMITED LIABILITY. Nevada will not waive and intends to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any breach by the Lead State shall never exceed the amount of funds appropriated for payment under this contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the breach. Damages for any Contractor breach shall not exceed 150% of the contract maximum "not to exceed" value. Contractor's tort liability shall not be limited.

24. FORCE MAJEURE. Neither party to this contract shall be deemed to be in violation of this contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the contract after the intervening cause ceases. WSCA may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.



25. **INDEMNIFICATION.** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, Nevada from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents. The Contractor shall release, protect, indemnify and hold WSCA and the respective states and their officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the contractor, his employees or subcontractors or volunteers.

26. **INSURANCE SCHEDULE.** Unless expressly waived in writing by the Lead State or Participating States, Contractor, as an independent contractor and not an employee of the Lead State or Participating States, must carry policies of insurance in amounts specified in this Insurance Schedule and/or any Insurance Schedule agreed by Contractor and a Participating State via a participating addendum, and pay all taxes and fees incident hereunto. The Lead State and Participating States shall have no liability except as specifically provided in the contract. The Contractor shall not commence work before:

- 1) Contractor has provided the required evidence of insurance to the Lead State.

The Lead State's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this contract. Any failure of the Lead State to timely approve shall not constitute a waiver of the condition.

Insurance Coverage: The Contractor shall, at the Contractor's sole expense, procure, maintain and keep in force for the duration of the contract the following insurance conforming to the minimum requirements specified below. Unless specifically stated herein or otherwise agreed to by the Lead State, the required insurance shall be in effect prior to the commencement of work by the Contractor and shall continue in force as appropriate until the latter of:

1. Final acceptance by the Lead State of the completion of this contract; or
2. Such time as the insurance is no longer required by the Lead State under the terms of this contract.

Any insurance or self-insurance available to the State shall be excess of and non-contributing with any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the Lead State, Contractor shall provide the Lead State with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the contract, an insurer or surety shall fail to comply with the requirements of this contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the State and immediately replace such insurance or bond with an insurer meeting the requirements.

Workers' Compensation and Employer's Liability Insurance

- 1) Contractor shall provide proof of worker's compensation insurance.
- 2) Employer's Liability insurance with a minimum limits of \$500,000 each employee per accident for bodily injury by accident or disease.

Commercial General Liability Insurance

- 1) Minimum Limits required:
\$2,000,000.00 General Aggregate



\$1,000,000.00 Products & Completed Operations Aggregate

\$0.00 Personal and Advertising Injury

\$1,000,000.00 Each Occurrence

- 2) Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, Title VII actions and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Business Automobile Liability Insurance

- 1) Minimum Limit required: **\$500,000.00** Each Occurrence for bodily injury and property damage.
 2) Coverage shall be for "any auto" (including owned, non-owned and hired vehicles).
 The policy shall be written on ISO form CA 00 01 or a substitute providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

Professional Liability Insurance

- 1) Minimum Limit required: \$ **Waived** Each Claim
 2) Retroactive date: Prior to commencement of the performance of the contract
 3) Discovery period: Three (3) years after termination date of contract.
 4) A certified copy of this policy may be required.

Umbrella or Excess Liability Insurance

- 1) May be used to achieve the above minimum liability limits.
 2) Shall be endorsed to state it is "As Broad as Primary Policy"

Commercial Crime Insurance

Minimum Limit required: \$ **Waived** Per Loss for Employee Dishonesty

This insurance shall be underwritten on a blanket form amending the definition of "employee" to include all employees of the Vendor regardless of position or category.

General Requirements:

- b. **Waiver of Subrogation:** Each liability insurance policy shall provide for a waiver of subrogation as to additional insureds.
- c. **Cross-Liability:** All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- d. **Deductibles and Self-Insured Retentions:** Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the Lead State or Participating States. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention.
- e. **Policy Cancellation:** Except for ten (10) days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) days prior written notice to the Lead State, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mailed to the address identified on page 1 of the contract.
- f. **Approved Insurer:** Each insurance policy shall be:



- 1) Issued by insurance companies authorized to do business in the Lead State and Participating States or eligible surplus lines insurers acceptable to the Lead State and Participating States and having agents upon whom service of process may be made, and
- 2) Currently rated by A.M. Best as "A- VII" or better.

Evidence of Insurance:

Prior to the start of any Work, Contractor must provide the following documents to the Lead State:

- 1) **Certificate of Insurance:** The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the State to evidence the insurance policies and coverages required of Contractor.
- 2) **Schedule of Underlying Insurance Policies:** If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlyer Schedule from the Umbrella or Excess insurance policy may be required.

Review and Approval: Documents specified above must be submitted for review and approval by the Lead State prior to the commencement of work by Contractor. Neither approval by the Lead State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this contract. Compliance with the insurance requirements of this contract shall not limit the liability of Contractor or its sub-contractors, employees or agents to the Lead State or others, and shall be in addition to and not in lieu of any other remedy available to the Lead State or Participating States under this contract or otherwise. The Lead State reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

Mail all required insurance documents to the Lead State identified on page one of the contract.

27. **COMPLIANCE WITH LEGAL OBLIGATIONS.** Any and all supplies, services and equipment bid and furnished shall comply fully with all applicable Federal and State laws and regulations. Contractor shall procure and maintain for the duration of this contract any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this contract. The Lead State may set-off against consideration due any delinquent government obligation in accordance with NRS 353C.190.

28. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

29. **SEVERABILITY.** If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

30. **ASSIGNMENT/DELEGATION.** To the extent that any assignment of any right under this contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by State, such offending portion of the assignment shall be void, and shall be a breach of this contract. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate



responsibilities under this contract, in whole or in part, without the prior written approval of the WSCA Contract Administrator.

31. OWNERSHIP OF PROPRIETARY INFORMATION. Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under the contract), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this contract shall be the exclusive property of WSCA and all such materials shall be delivered into WSCA possession by Contractor upon completion, termination, or cancellation of this contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this contract without the prior written consent of WSCA. Notwithstanding the foregoing, WSCA shall have no proprietary interest in any materials licensed for use that are subject to patent, trademark or copyright protection.

32. PATENTS, COPYRIGHTS, ETC. The Contractor shall release, indemnify and hold WSCA, the State, and Participating States and their officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract.

23. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

24. CONFIDENTIALITY. Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this contract.

25. NONDISCRIMINATION. Contractor agrees to abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Contractor further agrees to furnish information and reports to requesting Participating Entities, upon request, for the purpose of determining compliance with these statutes. Contractor agrees to comply with each individual Participating State's certification requirements, if any, as stated in the special terms and conditions. This contract may be canceled if the Contractor fails to comply with the provisions of these laws and regulations. Contractor must include this provision in very subcontract relating to purchases by the States to insure that subcontractors and vendors are bound by this provision.



26. **FEDERAL FUNDING.** In the event federal funds are used for payment of all or part of this contract:
- a. Contractor certifies, by signing this contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
 - b. Contractor and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.
 - c. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)
27. **LOBBYING.** The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:
- a. Any federal, state, county or local agency, legislature, commission, counsel or board;
 - b. Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or
 - c. Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.
28. **NON-COLLUSION.** Contractor certifies that this contract and the underlying bid, have been arrived at independently and have been without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition.
29. **WARRANTIES.**
- a. **Uniform Commercial Code.** The Contractor acknowledges that the Uniform Commercial Code applies to this contract. In general, the contractor warrants that: (a) the product will do what the salesperson said it would do, (b) the product will live up to all specific claims that the manufacturer makes in their advertisements, (c) the product will be suitable for the ordinary purposes for which such product is used, (d) the product will be suitable for any special purposes that the Buyer has relied on the Contractor's skill or judgment to consider.
 - b. **General Warranty.** Contractor warrants that all services, deliverables, and/or work product under this contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.
 - c. **System Compliance.** Contractor warrants that any information system application(s) shall not experience abnormally ending and/or invalid and/or incorrect results from the application(s) in the



operating and testing of the business of the State. This warranty includes, without limitation, century recognition, calculations that accommodate same century and multi-century formulas and data values and date data interface values that reflect the century.

30. CONFLICT OF INTEREST. Contractor certifies that it has not offered or given any gift or compensation prohibited by the state laws of any WSCA participants to any officer or employee of WSCA or participating states to secure favorable treatment with respect to being awarded this contract.

31. INDEPENDENT CONTRACTOR. Contractor shall be an independent contractor, and as such shall have no authorization, express or implied to bind WSCA or the respective states to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for WSCA or the states, except as expressly set forth herein.

32. POLITICAL SUBDIVISION PARTICIPATION. Participation under this contract by political subdivisions (i.e., colleges, school districts, counties, cities, etc.) of the WSCA Participating States shall be voluntarily determined by the political subdivision. The Contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices.

33. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this contract on behalf of each party has full power and authority to enter into this contract. Contractor acknowledges that as required by statute or regulation this contract is effective only after approval by the WSCA Board of Directors and only for the period of time specified in the contract. Any services performed by Contractor before this contract is effective or after it ceases to be effective are performed at the sole risk of Contractor. The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency.

34. GOVERNING LAW; JURISDICTION. This contract and the rights and obligations of the parties hereto shall be governed and construed in accordance with the laws of the state of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of the First Judicial District Court, Carson City, Nevada for enforcement of this contract. The construction and effect of any Participating Addendum or order against the contract(s) shall be governed by and construed in accordance with the laws of the Participating State. Venue for any claim, dispute or action concerning an order placed against the contract(s) or the effect of a Participating Addendum or shall be in the Purchasing State.

35. SIGNATURES IN COUNTERPART. Contract may be signed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one in the same instrument.

36. ENTIRE CONTRACT AND MODIFICATION. This contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this contract specifically displays a mutual intent to amend a particular part of this contract, general conflicts in language between any such attachment and this contract shall be construed consistent with the terms of this contract. The terms of this contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the WSCA Contract Administrator.



IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed and intend to be legally bound thereby.

Independent Contractor's Signature

[Handwritten Signature]
Date Independent's Contractor's Title

Pasquale J. D'Orsi
Vice President

10-11-07

Signature

Date Title

[Handwritten Signature: Greg Smith]
Greg Smith, Administrator, State of Nevada

APPROVED BY WSCA BOARD OF DIRECTORS

On 10-18-07
(Date)

Approved as to form by:

[Handwritten Signature]
Deputy Attorney General for Attorney General

On 6 Nov-07
(Date)



For Purchasing Use Only

RFP/CONTRACT# 1568

**AMENDMENT 01 TO MASTER SERVICE AGREEMENT
CONTRACT 1568**

Between the State of Nevada
Acting By and Through Its

Department of Administration, Purchasing Division Attn: Gail Burchett
515 East Musser Street, 3rd Floor, Carson City, Nevada 89701
Telephone (775) 684-0170 Facsimile (775) 684-0188

And

Simplex Grinnell Attn: John Richards
6305 Southwest Rosewood Street, Lake Oswego, Oregon 97305
Telephone (503) 683-9000 Facsimile (503) 675-6521

1. **AMENDMENTS.** For and in consideration of mutual promises and/or their valuable considerations, all provisions of the original Master Service Agreement Contract dated October 18, 2007, resulting from the Attachment AA, Solicitation # 1568, remain in full force and effect with the exception of the following:

- A. This amendment is to provide for a half of one percent (.50 of 1%) administrative fee for the Western States Contract Alliance (WSCA) to cover the costs of administration.
 - B. This new WSCA administrative fee shall become effective on January 01, 2009 for all new orders placed under this Master Service Agreement Contract on or after this date. The new WSCA administrative fee shall apply to the dollar amounts for all orders placed.
 - C. The Contractor shall be entitled to increase by .50% the prices on items that do not have a GSA Administrative fee already applied for each new order processed under the WSCA Contract after January 01, 2009.
 - D. The Contractor shall remit the .50% administrative fee to WSCA within 45 calendar days after the last day of each calendar quarter period. The Contractor shall include a summary statement with the remittance that indicates the total order amount(s) used to calculate the WSCA administrative fee payment.
 - E. In addition to the WSCA administration fee, some Participating State's may require an additional administrative fee of their own for orders placed by those State's under the WSCA Contract. Any Participating State's specific administrative fee will not exceed 1.5% of the order amount for those specific orders. The Contractor shall be entitled to increase the order price by the applicable Participating State's specific administrative fee factor. The exact process of payment of any Participating State's specific administrative fee(s) shall be as mutually agreed upon by the applicable Participating State and the Contractor.
 - F. The new WSCA administrative fee shall be applicable, as stated above, through the end of the first term of the contract, October 31, 2009. The specifics of the WSCA administrative fee for the period commencing November 01, 2009 and forward shall be discussed by WSCA and the Contractor, and mutually agreed upon via a future Amendment to the WSCA Master Service Agreement.
2. **REQUIRED APPROVAL.** This amendment to the original contract shall not become effective until and unless approved by the WSCA Director.



IN WITNESS WHEREOF, the parties hereto have caused this amendment to the original contract to be signed and intend to be legally bound thereby.

[Handwritten Signature] 12/19/08
 Independent Contractor's Signature Date
 SIMPLEX GRINNELL LP
[Handwritten Signature] 1-5-09
 Signature Date

Pasquale J. D'Orsi
 Vice President
 Independent's Contractor's Title
 Administrator
 Title

Greg Smith, Administrator, State of Nevada

APPROVED BY WSCA BOARD OF DIRECTORS

On _____ (Date)

Approved as to form by:

[Handwritten Signature]
 Deputy Attorney General for Attorney General

On 5 Jan 08
 (Date)



For Purchasing Use Only
REP/CONTRACT# 1568

**AMENDMENT 02 TO MASTER SERVICE AGREEMENT
CONTRACT 1568**

Between the State of Nevada
Acting By and Through Its

Department of Administration, Purchasing Division Attn: Gail Burchett
515 East Musser Street, 3rd Floor, Carson City, Nevada 89701
Telephone (775) 684-0170 Facsimile (775) 684-0188

And

Simplex Grinnell Attn: John Richards
6305 Southwest Rosewood Street, Lake Oswego, Oregon 97305
Telephone (503) 683-9000 Facsimile (503) 675-6521

1. AMENDMENTS. For and in consideration of mutual promises and/or their valuable considerations, all provisions of the original Master Service Agreement Contract dated October 18, 2007, resulting from the Attachment AA, Solicitation # 1568, and all subsequent amendments remain in full force and effect with the exception of the following:
 - A. The contract has been extended for one year. The new termination date is October 31, 2010.
 - B. A 4% increase on all maintenance and labor pricing shall be in effect during the period of November 1, 2009 thru October 31, 2010.
 - C. All repair/replacement products/items will be provided and priced utilizing SimplexGrinnell's then current GSA Schedule GS-07F-0396M offerings, as applicable. The applicable unit products/items pricing will be provided to WSCA customers. Any products/items not included in the GSA Schedule offerings shall be provided and priced in accordance with the Contractor's commercial business practices.
 - D. Clause 31 (Ownership of Proprietary Information) is modified to include the following sentence: Any computer code and/or programs delivered by the Contractor under the contract shall remain the exclusive property of the Contractor, unless otherwise specified in writing by the Vice President and General Counsel of the Contractor. The WSCA customers shall have the right to use the delivered computer code/programs in accordance with the Contractor's business practices for such proprietary assets.

2. REQUIRED APPROVAL. This amendment to the original contract shall not become effective until and unless approved by the WSCA Director.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to the original contract to be signed and intend to be legally bound thereby.

Independent Contractor's Signature _____ Date _____
Jan M. Mada 10-12-09
 Signature _____ Date _____

Independent's Contractor's Title _____
 Vice President Sales
 Title _____

Greg Smith
 Greg Smith, Administrator, State of Nevada

APPROVED BY WSCA BOARD OF DIRECTORS
 On 10/19/09
 (Date)

Approved as to form by:

 Deputy Attorney General for Attorney General

On 30 Oct 09
 (Date)



For Purchasing Use Only
RFP/CONTRACT# 1568

**AMENDMENT 03 TO MASTER SERVICE AGREEMENT
CONTRACT 1568**

Between the State of Nevada
Acting By and Through Its

Department of Administration, Purchasing Division Attn: Gail Burchett
515 East Musser Street, 3rd Floor, Carson City, Nevada 89701
Telephone (775) 684-0170 Facsimile (775) 684-0188
And

Simplex Grinnell Attn: John Richards
6305 Southwest Rosewood Street, Lake Oswego, Oregon 97305
Telephone (503) 683-9000 Facsimile (503) 675-6521

1. **AMENDMENTS.** For and in consideration of mutual promises and/or their valuable considerations, all provisions of the original Master Service Agreement Contract dated October 18, 2007, resulting from the Attachment AA, Solicitation # 1568, and all subsequent amendments remain in full force and effect with the exception of the following:
 - A. This amendment is to provide the extension of a half of one percent (.50 of 1%) administrative fee for the Western States Contract Alliance (WSCA) to cover the costs of administration. Effective November 1, 2009, the WSCA administrative fee shall be reviewed yearly in concurrence with the yearly contract extensions.

2. **REQUIRED APPROVAL.** This amendment to the original contract shall not become effective until and unless approved by the WSCA Director.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to the original contract to be signed and intend to be legally bound thereby.

Independent Contractor's Signature _____ Date _____
Greg Smith 11-13-09
 Signature _____ Date _____
Greg Smith 11-18-09
 Greg Smith, Administrator, State of Nevada

Independent's Contractor's Title _____
 V.P. Sales
 Title _____

APPROVED BY WSCA BOARD OF DIRECTORS
 On _____
 (Date)

Approved as to form by:

 Deputy Attorney General for Attorney General

On 23 Nov 09
 (Date)



~~For Purchasing Use Only~~
REP/CONTRACT# 1568

**AMENDMENT 05 TO MASTER SERVICE AGREEMENT
CONTRACT 1568**

Between the State of Nevada
Acting By and Through Its

Department of Administration, Purchasing Division
Attn: Ronda Miller
515 East Musser Street, 3rd Floor
Carson City, Nevada 89701
Phone: (775) 684-0170 • Fax: (775) 684-0188
E-mail: rlmiller@purchasing.state.nv.us

and

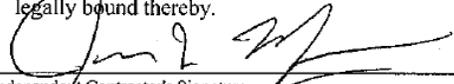
Simplex Grinnell
Attn: Thomas Staves
9585 Snowden River Parkway
Columbia, MD 21046
Phone: (443) 896-1166 • Fax: (978) 731-4034
E-mail: tstaves@simplexgrinnell.com

1. **AMENDMENTS.** For and in consideration of mutual promises and/or their valuable considerations, all provisions of the original Master Service Agreement Contract dated October 18, 2007, resulting from the Attachment AA, Solicitation # 1568, and all subsequent amendments remain in full force and effect with the exception of the following:

A. The contract has been extended for one year. The new termination date is October 31, 2011.

2. **REQUIRED APPROVAL.** This amendment to the original contract shall not become effective until and unless approved by the WSCA Director.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to the original contract to be signed and intend to be legally bound thereby.


Independent Contractor's Signature

10-8-10
Date

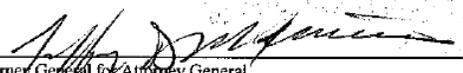
VP Sales & Contracting
Independent's Contractor's Title


Greg Smith, Administrator, State of Nevada

APPROVED BY WSCA BOARD OF DIRECTORS

On 10/15/10
(Date)

Approved as to form by:


Deputy Attorney General for Attorney General

On 13 Oct 10
(Date)



For Purchasing Use Only:

RFP/CONTRACT# 1568

**AMENDMENT 06 TO MASTER SERVICE AGREEMENT
CONTRACT 1568**

Between the State of Nevada
Acting By and Through Its

Department of Administration, Purchasing Division
Attn: Ronda Miller
515 East Musser Street, 3rd Floor
Carson City, Nevada 89701
Phone: (775) 684-0170 • Fax: (775) 684-0188
E-mail: rlmiller@purchasing.state.nv.us

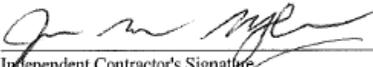
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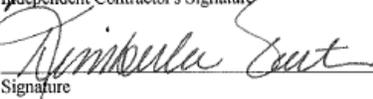
Simplex Grinnell
Attn: Thomas Staves
9585 Snowden River Parkway
Columbia, MD 21046
Phone: (443) 896-1166 • Fax: (978) 731-4034
E-mail: tstaves@simplexgrinnell.com

1. **AMENDMENTS.** For and in consideration of mutual promises and/or their valuable considerations, all provisions of the original Master Service Agreement Contract dated October 18, 2007, resulting from the Attachment AA, Solicitation # 1568, and all subsequent amendments remain in full force and effect with the exception of the following:
 - A. This amendment is to provide the extension of a half of one percent (.50 of 1%) administrative fee for the Western States Contract Alliance (WSCA) to cover the costs of administration. Effective November 1, 2010 shall be in effect thru October 31, 2012 and to extend the contract for one year from October 31, 2011 to October 31, 2012.
 - B. All repair/replacement products/items will be provided and priced pursuant to SimplexGrinnell's revised/current GSA pricing via GSA Modification PS-20 effective May 11, 2011 with the exception of any American Dynamics or CCURE products.
2. **REQUIRED APPROVAL.** This amendment to the original contract shall not become effective until and unless approved by the WSCA Director.



IN WITNESS WHEREOF, the parties hereto have caused this amendment to the original contract to be signed and intend to be legally bound thereby.


8-5-11

 Independent Contractor's Signature Date

8/10/11

 Signature Date

James W. Madson, Vice President Sales & Contracting

Independent's Contractor's Title



 Title



 Greg Smith, Administrator, State of Nevada

APPROVED BY WSCA BOARD OF DIRECTORS

On _____
(Date)

Approved as to form by:



 Deputy Attorney General for Attorney General

On 18 Aug 11
(Date)



For Purchasing Use Only:

RFP/CONTRACT # 1568

**AMENDMENT 07 TO MASTER SERVICE AGREEMENT
CONTRACT 1568**

Between the State of Nevada
Acting By and Through Its

Department of Administration, Purchasing Division
Attn: Ronda Miller
515 East Musser Street, 3rd Floor
Carson City, Nevada 89701
Phone: (775) 684-0170 • Fax: (775) 684-0188
E-mail: rmiller@admin.nv.gov

and

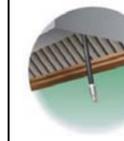
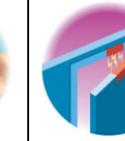
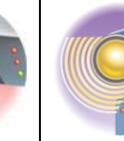
Simplex Grinnell
Attn: Thomas Staves
9585 Snowden River Parkway
Columbia, MD 21046
Phone: (443) 896-1166 • Fax: (978) 731-4034
E-mail: tstaves@simplexgrinnell.com

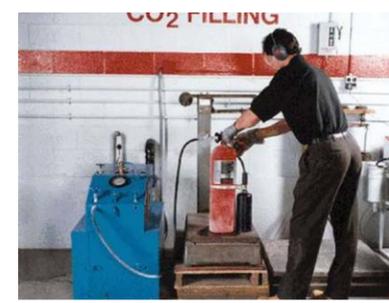
1. **AMENDMENTS.** For and in consideration of mutual promises and/or their valuable considerations, all provisions of the original Master Service Agreement Contract dated October 18, 2007, resulting from the Attachment AA, Solicitation # 1568, and all subsequent amendments remain in full force and effect with the exception of the following:
 - A. This amendment is to provide the extension of a half of one percent (.50 of 1%) administrative fee for the Western States Contract Alliance (WSCA) to cover the costs of administration. Effective November 1, 2010 shall be in effect thru October 31, 2013 and to extend the contract for one year from October 31, 2012 to October 31, 2013.
2. **REQUIRED APPROVAL.** This amendment to the original contract shall not become effective until and unless approved by the WSCA Director.

PRICING

If a project is subject to the Prevailing Wage Act, 1965, PA 166, MCL 408.551, *et seq.* the rates provided herein will be adjusted to meet the prevailing wage rate identified in the applicable rate schedule.

SimplexGrinnell

SimplexGrinnell Services																	
Testing and Inspection	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
24 x 7 Scheduled Preventive Maintenance	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
24 x 7 Emergency Services	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
24 x 7 Central Monitoring	✓	✓	✓	✓		✓	✓	✓	✓	✓			✓	✓		✓	✓
Product Migration Programs	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
System Training	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓



Vendor Name - SimplexGrinnell

BASIC SERVICE CALLS

1. Hourly Labor Rate (usual business hours)	Fire Alarm	\$113.07
	All Others	\$98.70
2. Hourly Labor Rate (after hours)	Fire Alarm	\$113.07
	All Others	\$98.70
3. Hourly Labor Rate (weekends and holidays)	Fire Alarm	\$113.07
	All Others	\$98.70
4. Hourly Labor Rate (emergency repairs)	Fire Alarm	\$113.07
	All Others	\$98.70
5. Percentage off – repair part		\$ 25%

SERVICE & MAINTENANCE

Annual Maintenance Recharge

ANNUAL RECHARGE MAINTENANCE

1. Pressurized Water, 2.5-gallon	\$9.80	\$36.40 Plus parts
2. Dry Chemical Standard Charge (2-½ lb – 2 ¾ lbs stored pressure or cartridge)	\$9.80	\$36.40 Plus parts
3. Dry Chemical Standard Charge (5lb. Stored pressure or cartridge)	\$9.80	\$36.40 Plus parts
4. Dry Chemical Standard Charge		

(10 lbs. Stored pressure or cartridge)	\$9.80	\$36.40 Plus parts
5. Dry Chemical Standard Charge (20 lbs. Stored pressure or cartridge)	\$13.00	\$36.40 Plus parts
6. Dry Chemical Potassium Charge (Purple K or ABC 2 ½ - 2 ¾ stored pressure or cartridge)	\$9.80	\$36.40 Plus parts
7. Dry Chemical Potassium Charge (Purple K or ABC 5 lbs. stored pressure or cartridge)	\$9.80	\$36.40 Plus parts
8. Dry Chemical Potassium Charge (Purple K or ABC 10 lbs. stored pressure or cartridge)	\$9.80	\$36.40 Plus parts
9. Pressurized Water, 2.5-gallon (Purple K or ABC 2 0 lbs. stored pressure or cartridge)	\$9.80	\$36.40 Plus parts
10. Carbon Dioxide: 2 ½ lbs. CO2	\$9.80	\$36.40 Plus parts
11. Carbon Dioxide: 5 lbs. CO2	\$9.80	\$36.40 Plus parts
12. Carbon Dioxide: 10 lbs. CO2	\$9.80	\$36.40 Plus parts
13. Carbon Dioxide: 15 lbs. CO2	\$9.80	\$36.40 Plus parts
14. Carbon Dioxide: 20 lbs. CO2	\$9.80	\$36.40 Plus parts
15. Carbon Dioxide: 75 lbs. CO2	\$15.60	\$78.00 Plus parts
16. Halon 1211: 2 ½ lbs.	\$9.80	\$98.00 Plus parts
17. Halon 1211: 5 lbs.	\$9.80	\$98.00 Plus parts
18. Halon 1211: 9 lbs.	\$9.80	\$98.00 Plus parts

19. Halon 1211: 13 lbs.	\$9.80	\$98.00 Plus parts
20. Halon 1211: 17 lbs.	\$9.80	\$140.00 Plus parts
21. Halon 1211: 20 lbs.	\$9.80	\$140.00 Plus parts
22. Fire Depression System: Dry Chemical Type, Ansul R-101	\$98.00 per system 1st bottle 52 ea. Add'l	\$780.00 Plus chemical
23. Painting: 25 lbs. And under	\$98.00 per system	\$780.00 Plus chemical
24. Painting: Over 25 lbs.	\$98.00 per system 1st bottle 52 ea. Add'l	\$780.00 Plus chemical

HYDROSTATIC TESTING

DESCRIPTION RATE EACH OR HOURLY
(indicate each or hourly)

1. Pressurized Water, 2.5-gallon	\$18.70 Each
2. Dry Chemical Standard Charge (2-½ lb – 2 ¾ lbs stored pressure or cartridge)	\$18.70 Each
3. Dry Chemical Standard Charge (5lb. Stored pressure or cartridge)	\$18.70 Each
4. Dry Chemical Standard Charge (10 lbs. Stored pressure or cartridge)	\$18.70 Each
5. Dry Chemical Standard Charge (20 lbs. Stored pressure or cartridge)	\$18.70 Each
6. Dry Chemical Potassium Charge (Purple K or ABC 2 ½ - 2 ¾ stored pressure or cartridge)	\$26.00 Each

7. Dry Chemical Potassium Charge (Purple K or ABC 5 lbs. stored pressure or cartridge)	\$36.40 Each
8. Dry Chemical Potassium Charge (Purple K or ABC 10 lbs. stored pressure or cartridge)	\$36.40 Each
9. Pressurized Water, 2.5-gallon (Purple K or ABC 2 0 lbs. stored pressure or cartridge)	\$36.40 Each
10. Carbon Dioxide: 2 ½ lbs. CO2	\$18.70 Each
11. Carbon Dioxide: 5 lbs. CO2	\$36.40 Each
12. Carbon Dioxide: 10 lbs. CO2	\$36.40 Each
13. Carbon Dioxide: 15 lbs. CO2	\$36.40 Each
14. Carbon Dioxide: 20 lbs. CO2	\$36.40 Each
15. Carbon Dioxide: 75 lbs. CO2	\$36.40 Each
16. Halon 1211: 2 ½ lbs.	\$22.80 Each
17. Halon 1211: 5 lbs.	\$22.80 Each
18. Halon 1211: 9 lbs.	\$22.80 Each
19. Halon 1211: 13 lbs.	\$22.80 Each
20. Halon 1211: 17 lbs.	\$22.80 Each
21. Halon 1211: 20 lbs.	\$22.80 Each
22. Fire Depression System: Dry Chemical Type, Ansul R-101	\$364.00 Plus chemical and parts

EXTINGUISHER AGENTS

DESCRIPTION	PRICE PER POUND	
1. Dry Chemical – Standard Charge		\$2.60
2. Dry Chemical – Potassium Charge		\$2.60
3. Carbon Dioxide		\$2.08
4. Halon 1211		\$26.00

LIST ANY OTHER SERVICES OR PRODUCTS YOU CAN PROVIDE

Miscellaneous materials required to complete repairs	25%
All other items and or necessary labor	\$ None

(Please include additional sheets as necessary for a detailed explanation and cost.

Note: Prices reflect work performed using Dallas wage rates. Prices of other locations are automatically adjusted based on the prevailing wage rate in the area where work is performed.	Contractor: SimplexGrinnell (District #) <input type="text"/>		SimplexGrinnell WSCA Schedule							
	Street: <input type="text"/>		Fire Alarm Services Contract Number: <input type="text"/>							
	City: <input type="text"/>									
	State: <input type="text"/>									
	Phone #: <input type="text"/>									
	State, City & County	MI,ACME,GRAND TRAVERSE <input type="text"/> <--- (Use Scroll Bar to select State, City & County where work is to be performed.)								
Facility Name	<input type="text"/>									
Address	<input type="text"/>									
Zip Code	<input type="text"/>									
Wage Rate	\$	21.79								
Health & Welfare	\$	3.50								
Total	\$	25.38								
Wage Rate Multiplier		1.00	Enter quantity of each of desired line items below rose colored boxes Total Price will automatically be calculated at bottom of sheet.							
LINE ITEMS - Fire Alarm Contract (Conventional)	Initial Test, Inspect, & Report	Qty	Sub-total	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	Annual Full Maint.	Qty	Sub Total Annual Full Maint.
Control Equipment										
Control Panel Monitored	\$ 155.61		\$ -					\$ 565.38		\$ -
Additional Panel (each)	\$ 77.81		\$ -					\$ 311.22		\$ -
Control Panel Unmonitored	\$ 155.61		\$ -							
Control Panel Special Systems (ie preaction, CO2, Halon alternative, etc)	\$ 155.61		\$ -					\$ 565.38		\$ -
Control Panel Central Transmitter	Included									
Central Station Receiver	Included									
Annunciator LED type	\$ 36.40		\$ -					\$ 39.42		\$ -
Annunciator graphical type	\$ 51.87		\$ -					\$ 51.87		\$ -
CPU graphical display	Included							Test only		
NAC Power Extender (Includes Battery Testing)	\$ 51.87		\$ -					\$ 207.48		\$ -
Battery testing - lead acid	\$ 25.94		\$ -					\$ 38.38		\$ -
Battery testing - gel cell	\$ 25.94		\$ -					\$ 38.38		\$ -
Battery testing - Ni-Cad	\$ 25.94		\$ -					\$ 38.38		\$ -
Battery charger	Included							Included		
Emergency voice/alarm communications equipment										
Emerg. Telephone	\$ 3.11		\$ -					\$ 25.94		\$ -
Phone Jacks	\$ 3.11		\$ -					\$ 14.52		\$ -
Call-in signal; off-hook indicator	Included							Included		
amplifier & tone generators	Included							Included		



LINE ITEMS - Fire Alarm Contract (Conventional)	Initial Test, Inspect, & Report	Qty	Sub-total					Annual Full Maint.	Qty	Sub Total Annual Full Maint.
Initiating Devices										
Duct detector	\$ 36.31		\$ -					\$ 37.35		\$ -
heat detector: restorable	\$ 10.37		\$ -					\$ 10.37		\$ -
heat detector: non-restorable	\$ 10.37		\$ -					\$ 9.34		\$ -
smoke detector: photoelectric (Includes Detector Cleaning)	\$ 13.49		\$ -					\$ 17.64		\$ -
smoke detector: ionization	\$ 10.37		\$ -					\$ 15.56		\$ -
smoke detector: beam detection	\$ 13.49		\$ -					\$ 186.73		\$ -
smoke detector: laser	\$ 20.75		\$ -							
Fire Alarm Box, Manual, Uncoded	\$ 3.11		\$ -					\$ 9.34		\$ -
Fire Alarm Box, Manual, Coded	\$ 3.11		\$ -					\$ 31.12		\$ -
Smoke Detector Sensitivity Testing	\$ 20.75		\$ -					Test Only		
Flame Detector	\$ 20.75		\$ -					\$ 103.74		\$ -
Gas Detector	\$ 20.75		\$ -					\$ 31.12		\$ -
Elevator Shunt Trip Test	\$ 20.75		\$ -					Test Only		
Supervisory Devices										
Fire Supervisory Signal, Emergency Generator	\$ 4.16		\$ -					\$ 51.87		\$ -
Fire Supervisory Signal, Air Pressure	\$ 6.22		\$ -					\$ 26.16		\$ -
Fire Supervisory Signal, Fire Pump	\$ 4.16		\$ -					\$ 14.52		\$ -
Misc										
Water tank; low level	\$ 3.11		\$ -					\$ 51.87		\$ -
Water tank; high level	\$ 3.11		\$ -					\$ 51.87		\$ -
Water tank; temperature	\$ 3.11		\$ -					\$ 51.87		\$ -
Alarm Notification Appliances										
Fire Alarm, Bell	\$ 3.11		\$ -					\$ 10.37		\$ -
Speakers	\$ 3.11		\$ -					\$ 10.37		\$ -
Fire Alarm Visual Device	\$ 3.11		\$ -					\$ 18.66		\$ -
Horns	\$ 3.11		\$ -					\$ 15.30		\$ -
chimes	\$ 3.11		\$ -					\$ 10.37		\$ -
Misc.										
Fire Alarm System Recorder	\$ 3.11		\$ -							
Fire Alarm System Event Printer	\$ 3.11		\$ -					\$ 136.94		\$ -
Door closer	\$ 6.22		\$ -					\$ 31.12		\$ -
Smoke Dampers	\$ 36.31		\$ -					\$ 103.74		\$ -



LINE ITEMS - Fire Alarm Contract (Conventional)	Initial Test, Inspect, & Report	Qty	Sub-total						Annual Full Maint.	Qty	Sub Total Annual Full Maint.
Monitoring											
Central Station Monitoring (Fire)	\$ 298.77		\$ -								
Combo Fire & Security Monitoring	\$ 423.26		\$ -								
Digital Communicator and programming	\$ 726.18		\$ -								
Reprogramming	\$ 94.40		\$ -								
Elevator Monitoring (per unit)	\$ 186.73		\$ -								

OPEN MARKET						
Non Line Items (list below)						
	\$ -		\$ -		\$ -	\$ -
	\$ -		\$ -		\$ -	\$ -
	\$ -		\$ -		\$ -	\$ -
	\$ -		\$ -		\$ -	\$ -
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	\$ -		\$ -		\$ -	\$ -
	\$ -		\$ -		\$ -	\$ -
	\$ -		\$ -		\$ -	\$ -

Autofilled from above selection> if a Reduction is needed, type it in here>	Initial Test & Inspect. Sub Total:	\$ -
	Negotiated 5% Discount	\$ -
	Sub Total with discount	\$ -
	Wage Rate Multiplier	1.00
	Sub Total	\$ -
	Add'l Reduction	\$ -
	Sub Total	\$ -
	WSCA Fee	\$ -
Total	\$ -	

Autofilled from above selection> if a Reduction is needed, type it in here>	Annual Full Maint. Sub Total:	\$ -
	Negotiated 5% Discount	\$ -
	Sub Total with discount	\$ -
	Wage Rate Multiplier	1.00
	Sub Total	\$ -
	Add'l Reduction	\$ -
	Sub Total	\$ -
	WSCA Fee	\$ -
Total	\$ -	

Zip Code	00000	Order Total
Facility Name	0	\$ -
Address	0	
City	ACME	
State	MI	

Customer Signature: _____

Title: _____ Date: _____



LINE ITEMS - Fire Alarm Contract (Conventional)	Initial Test, Inspect, & Report	Qty	Sub-total					Annual Full Maint.	Qty	Sub Total Annual Full Maint.
Monitoring										
Central Station Monitoring (Fire)	\$ 298.77		\$ -							
Combo Fire & Security Monitoring	\$ 423.26		\$ -							
Digital Communicator and programming	\$ 726.18		\$ -							
Reprogramming	\$ 94.40		\$ -							
Elevator Monitoring (per unit)	\$ 186.73		\$ -							

OPEN MARKET						
Non Line Items (list below)						
	\$ -		\$ -		\$ -	\$ -
	\$ -		\$ -		\$ -	\$ -
	\$ -		\$ -		\$ -	\$ -
	\$ -		\$ -		\$ -	\$ -
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	\$ -		\$ -		\$ -	\$ -
	\$ -		\$ -		\$ -	\$ -
	\$ -		\$ -		\$ -	\$ -

Autofilled from above selection> if a Reduction is needed, type it in here>	Initial Test & Inspect. Sub Total:	\$ -
	Negotiated 5% Discount	\$ -
	Sub Total with discount	\$ -
	Wage Rate Multiplier	1.00
	Sub Total	\$ -
	Add'l Reduction	\$ -
	Sub Total	\$ -
	WSCA Fee	\$ -
Total	\$ -	

Autofilled from above selection> if a Reduction is needed, type it in here>	Annual Full Maint. Sub Total:	\$ -
	Negotiated 5% Discount	\$ -
	Sub Total with discount	\$ -
	Wage Rate Multiplier	1.00
	Sub Total	\$ -
	Add'l Reduction	\$ -
	Sub Total	\$ -
	WSCA Fee	\$ -
Total	\$ -	

Zip Code	00000	Order Total
Facility Name	0	\$ -
Address	0	
City	ACME	
State	MI	

Customer Signature: _____

Title: _____ Date: _____



Note: Prices reflect work performed using Dallas wage rates. Prices of other locations are automatically adjusted based on the prevailing wage rate in the area where work is performed.	Contractor: SimplexGrinnell (District #) <input type="text"/>		SimplexGrinnell WSCA Schedule						
	Street: <input type="text"/>		Fire Alarm Services Contract Number: <input type="text"/>						
	City: <input type="text"/>								
	State: <input type="text"/>								
	Phone #: <input type="text"/>								
	State: MI,ACME,GRAND TRAVERSE	<----(Use Scroll Bar to select State, City & County where work is to be performed.)							
Facility Name	<input type="text"/>								
Address	<input type="text"/>								
Zip Code	<input type="text"/>								
Wage Rate	\$ 21.79								
Health & Welfare	\$ 3.59								
Total	\$ 25.38								
Wage Rate Multiplier	1.00								
Enter quantity of each of desired line items below the rose colored boxes Total Price will automatically be calculated at bottom of sheet.									
LINE ITEMS - Fire Alarm Contract (Addressable)	Initial Test, Inspect, & Report	Qty	Sub-total	<input type="text"/>	<input type="text"/>	<input type="text"/>	Annual Full Maint.	Qty	Sub Total Annual Full Maint.
Control Equipment									
Control Panel Monitored	\$ 155.61		\$ -				\$ 1,167.08		\$ -
Additional Panel (each)	\$ 77.81		\$ -				\$ 829.92		\$ -
Control Panel Unmonitored	\$ 155.61		\$ -				Test Only		
Control Panel Special Systems (ie preaction, CO2, Halon alternative, etc)	\$ 155.61		\$ -				\$ 565.38		\$ -
Control Panel Central Transmitter	Included								
Central Station Receiver	Included								
Annunciator LED type	\$ 36.40		\$ -				\$ 85.07		\$ -
Annunciator graphical type	\$ 51.87		\$ -				\$ 77.81		\$ -
CPU graphical display	Included						Test Only		
Monitor modules	Included						\$ 10.37		\$ -
Control modules	\$ 3.11		\$ -				\$ 10.37		\$ -
Notification appliance module	Included						\$ 5.19		\$ -
NAC Power Extender (Includes Battery Testing)	\$ 51.87		\$ -				\$ 207.48		\$ -
Batteries							\$ -		
Battery testing - lead acid	\$ 25.94		\$ -				\$ 38.38		\$ -
Battery testing -gel cell	\$ 25.94		\$ -				\$ 38.38		\$ -
Battery testing - Ni-Cad	\$ 25.94		\$ -				\$ 38.38		\$ -
Battery charger	Included						included		
Emergency voice/alarm communications equipment									
Emerg. Telephone	\$ 3.11		\$ -				\$ 30.08		\$ -
Phone Jacks	\$ 3.11		\$ -				\$ 10.37		\$ -
Call-in signal; off-hook indicator	Included						Included		



amplifier & tone generators	Included			Included		
Initiating Devices (price per device)						
Duct detector	\$ 36.31	\$ -		\$ 37.35	\$ -	
heat detector: restorable	\$ 10.37	\$ -		\$ 9.34	\$ -	
heat detector: non-restorable	\$ 10.37	\$ -		\$ 9.34	\$ -	
smoke detector: photoelectric (Includes Cleaning)	\$ 13.49	\$ -		\$ 17.64	\$ -	
smoke detector: beam detection	\$ 13.49	\$ -		\$ 186.73	\$ -	
smoke detector: ionization	\$ 10.37	\$ -		\$ 15.56	\$ -	
smoke detector: laser	\$ 20.75	\$ -		\$ -		
Fire Alarm Box, Manual, Uncoded	\$ 3.11	\$ -		\$ 9.34	\$ -	
Fire Alarm Box, Manual, Coded	\$ 3.11	\$ -		\$ 31.12	\$ -	
Sensitivity Test	\$ 20.75	\$ -				
Flame Detector	\$ 20.75	\$ -		\$ 103.74	\$ -	
Gas Detector	\$ 20.75	\$ -		\$ 31.12	\$ -	
Elevator Shunt Trip Test	\$ 20.75	\$ -		Test Only		
	\$ -					
Supervisory Devices (price per device)						
Fire Supervisory Signal, Emergency Generator	\$ 4.16	\$ -		\$ 15.56	\$ -	
Fire Supervisory Signal, Air Pressure	\$ 6.22	\$ -		\$ 15.56	\$ -	
Fire Supervisory Signal, Fire Pump	\$ 4.16	\$ -		\$ 15.56	\$ -	
Misc	\$ -			\$ -		
Water tank; low level	\$ 3.11	\$ -		\$ 15.56	\$ -	
Water tank; high level	\$ 3.11	\$ -		\$ 15.56	\$ -	
Water tank; temperature	\$ 3.11	\$ -		\$ 15.56	\$ -	
	\$ -			\$ -		
Alarm Notification Appliances (price per device)						
Fire Alarm, Bell	\$ 3.11	\$ -		\$ 10.37	\$ -	
Speakers	\$ 3.11	\$ -		\$ 10.37	\$ -	
Fire Alarm Visual Device	\$ 3.11	\$ -		\$ 18.66	\$ -	
Horns	\$ 3.11	\$ -		\$ 15.30	\$ -	
chimes	\$ 3.11	\$ -		\$ 10.37	\$ -	
	\$ -					
Misc	\$ -					
Fire Alarm System Recorder	\$ 3.11	\$ -		Test Only		
Fire Alarm System Event Printer	\$ 3.11	\$ -		\$ 136.94	\$ -	
Door closer	\$ 6.22	\$ -		\$ 31.12	\$ -	
Smoke Dampers	\$ 36.31	\$ -		\$ 103.74	\$ -	
	\$ -					
Monitoring						
Central Station Monitoring Fee(Fire)	\$ 298.77	\$ -				



Combo Fire & Security Monitoring	\$ 423.26	\$ -			
Digital Communicator and programming	\$ 726.18	\$ -			
Reprogramming	\$ 94.40	\$ -			
Elevator Monitoring (per unit)	\$ 186.73	\$ -			
OPEN MARKET					
Non Line Items (list below)					
	\$ -	\$ -		\$ -	\$ -
	\$ -	\$ -		\$ -	\$ -
	\$ -	\$ -		\$ -	\$ -
	\$ -	\$ -		\$ -	\$ -
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	\$ -	\$ -		\$ -	\$ -
	\$ -	\$ -		\$ -	\$ -
	\$ -	\$ -		\$ -	\$ -

	Sub Total:	\$ -
	Discount	\$ -
	discount	\$ -
Autofilled from above selection>	Wage Rate Multiplier	1.00
	Sub Total	\$ -
If a Reduction is needed, type it in here>	Add'l Reduction	\$ -
	Sub Total	\$ -
	WSCA Fee	\$ -
	Total	\$ -

	Sub Total:	\$ -
	Discount	\$ -
	discount	\$ -
Autofilled from above selection>	Wage Rate Multiplier	1.00
	Sub Total	\$ -
If a Reduction is needed, type it in here>	Add'l Reduction	\$ -
	Sub Total	\$ -
	WSCA Fee	\$ -
	Total	\$ -

Zip Code	00000	Order Total
Facility Name	0	\$ -
Address	0	
City	ACME	
State	MI	

Customer Signature: _____

Title: _____ Date: _____

Labor rates on these pricing sheets should only be used for quoting open market inspection services. Deficiencies, general repairs or recommendations need to be quoted on the applicable forms. (Although the rates are listed below)

Fire Alarm Technician: Conventional (Non-Software Based Systems)

Rates	Per Hour
Additional Labor services, during normal working hours per hour	\$113.07
Additional Labor services, outside normal working hours per hour	\$169.61
Repair Services during normal hours per hour	\$113.07
Repair services outside normal hours per hour	\$169.61

Fire Alarm Technician: Addressable (Software Based Systems)

Rates	Per Hour
Additional Labor services, during normal working hours per hour	\$113.07
Additional Labor services, outside normal working hours per hour	\$169.61
Repair Services during normal hours per hour	\$113.07
Repair services outside normal hours per hour	\$169.61

All other systems

Rates	Per Hour
Additional Labor services, during normal working hours per hour	\$98.70
Additional Labor services, outside normal working hours per hour	\$148.06
Repair Services during normal hours per hour	\$98.70
Repair services outside normal hours per hour	\$148.06



Note: Prices reflect work performed using Dallas wage rates. Prices of other locations are automatically adjusted based on the prevailing wage rate in the area where work is performed.	Contractor: SimplexGrinnell (District #) <input type="text"/>		SimplexGrinnell WSCA Schedule						
	Street: <input type="text"/>		New Products and Services Contract Number: <input type="text"/>						
	City: <input type="text"/>								
	State: <input type="text"/>								
	Phone #: <input type="text"/>								
State, City & County	MI,ACME,GRAND TRAVERSE <input type="text"/> <---- (Use Scroll Bar to select State, City & County where work is to be performed.)								
Facility Name	<input type="text"/>								
Address	<input type="text"/>								
Zip Code	<input type="text"/>								
Wage Rate	\$	21.79							
Health & Welfare	\$	3.59							
Total	\$	25.38							
Wage Rate Multiplier		1.00	Enter quantity of each of desired line items below rose colored boxes Total Price will automatically be calculated at botton of sheet.						
LINE ITEMS- New Products & Services	Annual Inspect & Report	Qty	Sub-total	Semi-Annual Inspect & Report	Qty	Sub-total	Inspection & Annual Full Maint.	Qty	Sub Total Annual full Maint.
Special Hazard / Gas Suppression Systems									
Clean Agent System Inspection	\$	207.48	\$ -	\$	414.96	\$ -			
Clean Agent additional cylinder < 350 lbs	\$	103.74	\$ -	\$	207.48	\$ -			
Clean Agent additional cylinder > 350 lbs	\$	155.61	\$ -	\$	311.22	\$ -			
Clean Agent door (room integrity) fan test	\$	1,037.40	\$ -	\$	-				
Clean Agent hose reel service (each)	\$	51.87	\$ -	\$	-				
Clean Agent "puff test" per hazard	\$	103.74	\$ -	\$	-				
Clean Agent selector valve test	\$	77.81	\$ -	\$	-				
CO2 High Pressure / Inergen initial cylinder	\$	207.48	\$ -	\$	414.96	\$ -			
CO2 High Pressure / Inergen additional cylinder	\$	25.94	\$ -	\$	51.87	\$ -			
CO2 High Pressure hydrostatic testing and recharge system cylinders (up to 3)	\$	466.83	\$ -	\$	-				
CO2 High Pressure additional cylinder (includes rebuild kit)	\$	155.61	\$ -	\$	-				
CO2 Low Pressure refrigerator unit test initial bulk tank	\$	518.70	\$ -	\$	1,037.40	\$ -			
CO2 Low Pressure mini bulk	\$	389.03	\$ -	\$	-				
Industrial Dry Chem initial cylinder 100 lbs or less	\$	155.61	\$ -	\$	311.22	\$ -			
Industrial Dry Chem additional cylinder 100 lbs or less	\$	77.81	\$ -	\$	155.61	\$ -			

Industrial Dry Chem inspect or replace fusible link	\$ 15.56		\$ -	\$ -					
Additional skid unit per pound	\$ 0.78		\$ -	\$ -					



LINE ITEMS- New Products & Services	Annual Inspect & Report	Qty	Sub-total	Semi-Annual Inspect & Report	Qty	Sub-total			Inspection & Annual Full Maint.	Qty	Sub Total Annual full Maint.
Foam Agent Fire Suppression Systems											
Foam proportioning unit hydromatic valve	\$ 155.61		\$ -	\$ -					\$ 801.39		\$ -
Foam lab analysis	\$ 207.48		\$ -	\$ -					\$ -		
Foam concentrate test	\$ 466.83		\$ -	\$ -					\$ -		
Foam monitor	\$ 155.61		\$ -	\$ -					\$ 962.19		\$ -
Foam pump	\$ 466.83		\$ -	\$ -					\$ -		
Foam strainer	\$ 155.61		\$ -	\$ -					\$ 801.39		\$ -
Kitchen Fire Suppression Systems											
Kitchen Suppression System inspection (includes up to 3 fusible links)	\$ 93.37		\$ -	\$ 186.73		\$ -			\$ -		
Additional cylinders	\$ 31.12		\$ -	\$ 62.24		\$ -			\$ -		
Additional fusible links (ea)	\$ 6.22		\$ -	\$ -					\$ -		
Additional systems (within specified facility; includes up to 3 links each)	\$ 51.87		\$ -	\$ 103.74		\$ -			\$ -		
				\$ -					\$ -		
Portable Fire Extinguishers											
Annual inspection & tag (ea)	\$ 3.11		\$ -						\$ 12.45		\$ -
Additional tear down fee (CA or NV) ea.	\$ 8.82		\$ -						\$ -		
Inspection service maint. NYC additional	\$ 5.19		\$ -						\$ -		
Recharge protection fee (additional)	\$ 3.11		\$ -						\$ 3.11		\$ -
Inspection service maint. Wheeled unit	\$ 77.81		\$ -						\$ -		
Inspection: Clean Agent, Halotron, Halon	\$ 18.67		\$ -						\$ -		
Inspection: CO2, K & D Class, Foam	\$ 8.30		\$ -						\$ -		
									\$ -		
Fire Hose Inspection	\$ -								\$ -		
Fire Hose Inspection and rereck (ea)	\$ 15.56		\$ -						\$ -		
Fire Hose Hydrostatic test & rereck	\$ 25.94		\$ -						\$ -		
									\$ -		
Self-Contained Breathing Apparatus									\$ -		
SCBA Inspection (ea)	\$ 38.90		\$ -						\$ -		
SCBA Inspection Posi-check test (ea)	\$ 67.43		\$ -						\$ -		
SCBA Hydrostatic test (ea)	\$ 36.31		\$ -						\$ -		
									\$ -		
Emergency Lighting	\$ -								\$ -		
Emergency Light Inspection	\$ 10.37		\$ -						\$ 36.31		\$ -
Emergency Exit Sign with Battery Pack	\$ 10.37		\$ -						\$ 36.31		\$ -
AC only Exit Sign	\$ 5.19		\$ -						\$ 20.75		\$ -
									\$ -		

LINE ITEMS- New Products & Services	Annual Inspect & Report	Qty	Sub-total	Semi-Annual Inspect & Report	Qty	Sub-total			Inspection & Annual Full Maint.	Qty	Sub Total Annual full Maint.
Intrusion System Inspection									\$ -		
Control Panel	\$ 155.61		\$ -						\$ 523.37		\$ -
Key Pad	\$ 10.37		\$ -						\$ 31.28		\$ -
Door Contacts	\$ 10.37		\$ -						\$ 20.75		\$ -
Glass Break	\$ 10.37		\$ -						\$ 28.32		\$ -
Motion Detector	\$ 10.37		\$ -						\$ 43.26		\$ -
Siren	\$ 10.37		\$ -						\$ 24.90		\$ -
Hold-up button	\$ 10.37		\$ -						\$ 10.37		\$ -
									\$ -		
Access Control Maintenance									\$ -		
Isecure Pro	\$ 414.96		\$ -						\$ 1,132.84		\$ -
File Server	\$ 414.96		\$ -						\$ 1,514.52		\$ -
Workstation	\$ 414.96		\$ -						\$ 1,304.01		\$ -
Card Reader	\$ 5.19		\$ -						\$ 38.12		\$ -
Magnetic Lock	\$ 5.19		\$ -						\$ 66.65		\$ -
Electric Door Strike	\$ 5.19		\$ -						\$ 34.37		\$ -
Terminal Controller (each)	\$ 10.37		\$ -						\$ 133.31		\$ -
Request to Exit Sensor	\$ 5.19		\$ -						\$ 23.41		\$ -
Exit Button	\$ 5.19		\$ -						\$ 18.15		\$ -
									\$ -		
Maintenance									\$ -		
Multiplexer	\$ 155.61		\$ -						\$ 514.40		\$ -
Color Camera (Indoor)	\$ 20.75		\$ -						\$ 84.03		\$ -
Color Camera (Outdoor)	\$ 20.75		\$ -						\$ 106.85		\$ -
Black & White Camera	\$ 20.75		\$ -						\$ 72.62		\$ -
20" Color Monitor	\$ 10.37		\$ -						\$ 81.95		\$ -
Monitor (Black & White)	\$ 10.37		\$ -						\$ 47.72		\$ -
Switcher	\$ 10.37		\$ -						\$ 76.25		\$ -
VCR -Cleaning, Annual Rebuild	\$ 20.75		\$ -						\$ 209.55		\$ -
Lenses Cleaning / Focus	\$ 25.94		\$ -						\$ -		
Pan / Tilt	\$ 155.61		\$ -						\$ 221.74		\$ -
Controller	\$ 20.75		\$ -						\$ 71.74		\$ -
Key Board	\$ 3.11		\$ -						\$ 22.82		\$ -

LINE ITEMS- New Products & Services	Annual Inspect & Report	Qty	Sub-total	Semi-Annual Inspect & Report	Qty	Sub-total			Inspection & Annual Full Maint.	Qty	Sub Total Annual full Maint.
Sound & Communication System Maintenance									\$ -		
Intercom System	\$ 20.75		\$ -						\$ -		
Program Monitor Panel	\$ 20.75		\$ -						\$ 209.55		\$ -
Administration Phone	\$ 3.11		\$ -						\$ 36.57		\$ -
Desk Phone	\$ 3.11		\$ -						\$ 17.17		\$ -
Loud Speaker	\$ 3.11		\$ -						\$ 18.95		\$ -
Loud Speaker Amplifier	\$ 3.11		\$ -						\$ 18.95		\$ -
Paging Horn	\$ 3.11		\$ -						\$ 17.80		\$ -
5195 Telephone PBX	\$ 155.61		\$ -						\$ 1,086.68		\$ -
Console	\$ 20.75		\$ -						\$ 243.79		\$ -
LCD Phone	\$ 3.11		\$ -						\$ 57.11		\$ -
T-1 Interface	\$ 3.11		\$ -						\$ 370.92		\$ -
									\$ -		
Nurse Call System Inspection									\$ -		
Master Station	\$ 155.61		\$ -						\$ 424.82		\$ -
Central Processing Unit	\$ 20.75		\$ -						\$ 198.59		\$ -
Monitor	\$ 5.19		\$ -						\$ 24.88		\$ -
Bath Switch	\$ 5.19		\$ -						\$ 17.01		\$ -
Dome Light	\$ 5.19		\$ -						\$ 11.65		\$ -
Bed Patient Stations	\$ 5.19		\$ -						\$ 32.77		\$ -
Call Cords	\$ 5.20		\$ -						\$ 14.73		\$ -

NYC Monthly Sprinkler Test add'l risers	\$ 1,244.88	\$ -										
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LINE ITEMS - Suppression Services SIN 561-002	Annual Inspect & Report	Qty	Sub-total	Semi-Annual Inspect & Report	Qty	Sub-total	Quarterly Inspect & Report	Qty	Sub-total	Inspection & Annual Full Maint.	Qty	Sub Total Full Maint. Includes Inspections
	Autofilled from above selection> If a Reduction is needed, type it in here>	Sub Total:		\$ -	& Report Sub Total:		\$ -	& Report Sub		\$ -	Sub Total:	
Discount			\$ -	Discount		\$ -	Discount		\$ -	Discount		\$ -
discount			\$ -	discount		\$ -	discount		\$ -	discount		\$ -
Wage Rate Multiplier			1.00	Wage Rate Multiplier		1.00	Multiplier		1.00	Wage Rate Multiplier		1.00
Sub Total			\$ -	Sub Total		\$ -	Sub Total		\$ -	Sub Total		\$ -
Add'l Reduction			\$ -	Add'l Reduction		\$ -	Add'l Reduction		\$ -	Add'l Reduction		\$ -
Sub Total			\$ -	Sub Total		\$ -	Sub Total		\$ -	Sub Total		\$ -
WSCA Fee			\$ -	WSCA Fee		\$ -	WSCA Fee		\$ -	WSCA Fee		\$ -
Total		\$ -	Total		\$ -	Total		\$ -	Total		\$ -	

Zip Code	00000	Order Total
Facility Name	00000	\$ -
Address	00000	
City	DAVISBURG	
State	MI	

Customer Signature: _____

Title: _____ Date: _____

Labor rates on these pricing sheets should only be used for quoting open market inspection services. Deficiencies, general repairs or recommendations need to be quoted on the applicable forms. (Although the rates are listed below)

Rates	Per Hour
Additional Labor services, during normal working hours per hour	\$98.70
Additional Labor services, outside normal working hours per hour	\$148.06
Repair Services during normal hours per hour	\$98.70
Repair services outside normal hours per hour	\$148.06