

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**AGREEMENT FOR PUBLIC ADDRESS AND INTERCOM SYSTEM SERVICES
PURSUANT TO GS-07F-0396M**

THIS AGREEMENT is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and SIMPLEXGRINNELL LP (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Contractor provide public address and intercom systems services (hereinafter "Services") pursuant to GS-07F-0396M and

WHEREAS, Contractor represents that it is qualified and desires to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

Section 1. Scope of Services

- A. Contractor shall render Services in accordance with Exhibit A to this Agreement.
- B. This Agreement is effective upon execution of both Parties and shall continue until all of the tasks identified in Exhibit A are performed to County's satisfaction.

Section 2. Personnel

- A. Contractor represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that Contractor shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Scope of Services when and as required and without delays.
- B. All employees of Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Contractor who, in the opinion of County, is incompetent or by his conduct becomes detrimental to the project

shall, upon request of County, immediately be removed from association with the project.

Section 3. Compensation and Payment

- A. Contractor's fees shall be calculated at the rates set forth in the attached Exhibit A. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is \$78,604.00. In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order.
- B. All performance of the Scope of Services by Contractor including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.
- C. County will pay Contractor based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Contractor shall submit to County two (2) original copies of invoices showing the amounts due for services performed in a form acceptable to County. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

Section 4. Limit of Appropriation

- A. Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of \$78,604.00, specifically allocated to fully discharge any and all liabilities County may incur.
- B. Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed \$78,604.00.

Section 5. Time of Performance

The time for performance of the Scope of Services by Contractor shall begin with receipt of the Notice to Proceed from County and complete all tasks without delay.

Section 6. Modifications and Waivers

- A. The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.

- B. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.
- C. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

Section 7. Termination

- A. Termination for Convenience: County may terminate this Agreement at any time upon thirty (30) days written notice.
- B. Termination for Default
 - 1. County may terminate the whole or any part of this Agreement for cause in the following circumstances:
 - a. If Contractor fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;
 - b. If Contractor materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.
 - 2. If, after termination, it is determined for any reason whatsoever that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 7A above.
- C. Upon termination of this Agreement, County shall compensate Contractor in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Contractor's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 3 above.

- D. If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Contractor.

Section 8. Ownership and Reuse of Documents

All documents, data, reports, research, graphic presentation materials, etc., developed by Contractor as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under Section 3 for work performed. Contractor shall promptly furnish all such data and material to County on request.

Section 9. Inspection of Books and Records

Contractor will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Contractor for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four years.

Section 10. Insurance

- A. Prior to commencement of the Services, Contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:
1. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
 2. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
 3. Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property

damage and products/completed operations arising out of the business operations of the policyholder.

4. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
- B. County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
 - C. If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Contract and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Contract is completed.
 - D. Contractor shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.
 - E. No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to Fort Bend County.
 - F. Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Contractor.

Section 11. Indemnity

CONTRACTOR SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.

Section 12. Confidential and Proprietary Information

- A. Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Contractor or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential

Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Contractor) publicly known or is contained in a publicly available document; (b) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Contractor who can be shown to have had no access to the Confidential Information.

- B. Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Contractor shall advise County immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Contractor will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Contractor against any such person. Contractor agrees that, except as directed by County, Contractor will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Contractor will promptly turn over to County all documents, papers, and other matter in Contractor's possession which embody Confidential Information.
- C. Contractor acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.
- D. Contractor in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.
- E. Contractor expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 et seq., as amended, and

notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Consultant shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

Section 13. Independent Contractor

- A. In the performance of work or services hereunder, Contractor shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of contractor or, where permitted, of its subcontractors.
- B. Contractor and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

Section 14. Notices

- A. Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).
- B. Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Fort Bend County Juvenile Department
Attn: Chief Juvenile Probation Officer
122 Golfview Drive
Richmond, TX 77469

With a copy to: Fort Bend County
Attn: County Judge
401 Jackson Street
Richmond, Texas 77469

Contractor: SimplexGrinnell LP
8323 N. Eldridge Parkway, Ste. 120
Houston, TX 77041

C. Notice is effective only if the party giving or making the Notice has complied with subsections 15(A) and 15(B) and if the addressee has received the Notice. A Notice is deemed received as follows:

1. If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.
2. If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

Section 15. Compliance with Laws

Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Contractor shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

Section 16. Performance Warranty

- A. Contractor warrants to County that Contractor has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Contractor will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards.
- B. Contractor warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibit A.

Section 17. Assignment and Delegation

- A. Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.
- B. Neither party may delegate any performance under this Agreement.
- C. Any purported assignment of rights or delegation of performance in violation of this Section is void.

Section 18. Applicable Law

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

Section 19. Successors and Assigns

County and Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

Section 20. Third Party Beneficiaries

This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

Section 21. Severability

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

Section 22. Publicity

Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Contractor release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.

Section 23. Captions

The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

Section 24. Conflict

In the event there is a conflict between this Agreement and the attached exhibit, this Agreement controls.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the ____ day of _____, 2016.

FORT BEND COUNTY

Robert E. Hebert, County Judge

SIMPLEXGRINNELL LP



Authorized Agent- Signature

Authorized Agent- Printed Name
District General Manager

ATTEST:

Laura Richard, County Clerk

Title

Date

2/19/16

APPROVED:

Matthew "Kyle" Dobbs
Executive Director
Chief Juvenile Probation Officer

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$_____ to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Edward Sturdivant, County Auditor

Exhibit A: Scope of Service

Exhibit A:

Scope of Service



8323 N Eldridge Parkway
 Suite 120
 HOUSTON, TX 77041
 (281) 671 3300
 FAX: (281) 671 3302
 www.simplexgrinnell.com

SimplexGrinnell Quotation

TO:
 Fort Bend County Juvenile Det
 122 Golfview
 RICHMOND, TX 77469-0000

Project: Fort Bend County
 Customer Reference:
 SimplexGrinnell Reference: 430446728
 Date: 01/26/2016
 Page 1 of 8

Items cited in **BOLD** on this quote are products on the SimplexGrinnell contract listed below. Items **NOT** cited in bold are being quoted as "open market items". Please be advised that we are not making representation of country of origin in regards to open market items.

SimplexGrinnell is pleased to offer for your consideration this quotation for the above project.

Sound

QTY	MODEL NUMBER	DESCRIPTION	UNIT PRICE	EXT. PRICE
		Head-End		
		Head-End		
1	5100-9865	SDWR-40CSA RACK CENTER SECTION	410.14	410.14
1	5100-9867	SDWR-40BPA RACK BACK BAY	352.65	352.65
1	5120-9189	AM/FM/CD CONTROL CENTER	547.09	547.09
1	5100-9263	SMA-120 120 W AMPLIFIER	580.36	580.36
1	5120-9189	AM/FM/CD CONTROL CENTER	547.09	547.09
1	V-6120	6 CHAN AMP(2-40 & 4-10 WATT)	580.50	580.50
1	5120-9033	5120 BCS 72 STATIONS 25V	8,766.34	8,766.34
1	5120-9033K	5120-9033 AUX. HARDWARE KIT	653.49	653.49
1	BR1500G	APC Power Saving Back-UPS Pro	240.38	240.38
1	5130-9140	VSSTA REV 2 24 PT STATION CARD	1,195.76	1,195.76
1	5130-9131	VSINT-5.0 PWR CONVERTER W/DISK	952.36	952.36
1	5130-9165	VSCLK 2.0 MSTR CLOCK KIT R2	381.56	381.56
1	5100-9971	NORM/EMER CALL SW VOL CTRL	30.15	30.15
1	5120-9180	VSPDP PROGRAM MONITOR PANEL	751.09	751.09
1	V-A2412	12 IN ROUND CLOCK BLACK,SURFA	103.87	103.87
1	5130-9140	VSSTA REV 2 24 PT STATION CARD	1,195.76	1,195.76
1	5130-9131	VSINT-5.0 PWR CONVERTER W/DISK	952.36	952.36
1	5130-9165	VSCLK 2.0 MSTR CLOCK KIT R2	381.56	381.56
1	5100-9971	NORM/EMER CALL SW VOL CTRL	30.15	30.15
1	5120-9180	VSPDP PROGRAM MONITOR PANEL	751.09	751.09
1	5100-9263	SMA-120 120 W AMPLIFIER	580.36	580.36
1	5100-9865	SDWR-40CSA RACK CENTER SECTION	410.22	410.22

THIS QUOTATION AND ANY RESULTING CONTRACT SHALL BE SUBJECT TO THE GENERAL TERMS AND CONDITIONS ATTACHED HERETO.
 Fire, Security, Communications, Sales & Service
 Offices & Representatives in Principal Cities throughout North America



Project: Fort Bend County
Customer Reference:
SimplexGrinnell Reference: 430446728
Date: 01/26/2016
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SimplexGrinnell Quotation

QTY	MODEL NUMBER	DESCRIPTION	UNIT PRICE	EXT. PRICE
1	5100-9867	SDWR-40BPA RACK BACK BAY	352.65	352.65
75	V-2971	NORM CALL SW VOL CTL	23.32	1,749.00
1	DPS	Rack	3,886.28	3,886.28
1	DPIM	INSTALLATION MATERIALS	4,318.09	4,318.09
		Labor		
		Sound/PA System Labor		
45	DSGN LAB	DESIGN LABOR	97.88	4,404.60
45	CAD LAB	CAD LABOR	69.10	3,109.50
275	INST LAB	INSTALLATION LABOR	70.53	19,395.75
135	TECH LAB	TECHNICAL LABOR	113.48	15,319.80
50	PM LAB	PROJECT/CONSTRUCTION MGMT	113.48	5,674.00

Net selling price for Sound, \$78,604.00
Fire and Security Products Schedule GS-07F-0396M

Total net selling price, \$78,604.00

Pricing Schedule: Federal Government/GSA Sale



Project: Fort Bend County
Customer Reference:
SimplexGrinnell Reference: 430446728
Date: 01/26/2016
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SimplexGrinnell Quotation

Comments

SimplexGrinnell's Scope of Work:

Contact Information:

Kevin McCardle

Electronic System Sales Representative

Office: 281-671-3300

Cell: 713-494-9319

kmccardle@SimplexGrinnell.com <mailto:kmccardle@SimplexGrinnell.com>

Customer Name: Fort Bend County Juvenile Detention Center

Site Address: Rosenberg, TX

Bid Date: 1/8/2015

Pricing below is for the provision of the fire alarm system based on the bid documents dated: No Bid Docs

Specification section: **No Specs**

Drawing Numbers and Dates: Using Evac routes

Up to and including addendum: 0

Proposal based on Building Occupancy: ?

Current adopted codes are: NFPA 72 2006 Edition, IBC, IFC, IMC 2006 Edition and local AHJ amendments.

Scope of Work

This project will replace the old Starcall system PA head-in equipment and we will replace it with the Simplex 5120 system. All 75 call buttons will be replaced. We will re-use all of the speakers and all cabling. All wire will be reused, we will not replace any of the cabling. Speakers must be 25V, this proposal is based off of the speakers being compatible with our Head-end equipment and being in working order.

Speakers or call boxes that do not work will be made known before head-end installation starts. New speakers and all wiring are not included in this proposal.

***Speakers must be wired tapped at 25V at .5 to 1 watt

*** If Speakers are tapped at 70V, speakers will need to be replaced with 25V speakers which will require a change order.

*** Wiring for all switches will remain in place and must not be cut or damaged where the call switch cannot communicate with the panel- any re-wiring will require a change order



Project: Fort Bend County
Customer Reference:
SimplexGrinnell Reference: 430446728
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SimplexGrinnell Quotation

Comments (continued)

Clarifications

- 1) This proposal is for a new PA system's head-in equipment only
- 2) This proposal is based on regular business hours
- 3) This Proposal includes labor to install the new equipment, wire and programming for the proposed systems.
- 4) This Proposal includes labor to:
 - i) Installation.
 - ii) Project Management
 - iii) Programming
 - iiii) Design for head end- equipment submittals
- 5) No cabling is included in this proposal
- 6) This Proposal does not include sales tax.
- 7) No speakers are included in this proposal- Speaker replacement due to damaged or speakers not being compatible will require a change order
- 8) This Proposal does not include patch and paint work.
- 9) This Proposal does not include 120 VAC work for panel only.
- 10) This Proposal does not include premium time. Holiday work required as a result of project delays created by others will be justification for a Change Order.
- 11) SimplexGrinnell requests a secure staging area on site to store equipment, tools, and materials.
- 12) This Proposal is valid for 30 days.
- 13) This Proposal does not include back boxes for any devices.
- 14) This Proposal does not include door locks and/or door locking hardware. These items shall be provided and installed by others.
- 15) This proposal does not include fire stopping
- 16)
- 17) This Proposal includes a one (1) year Standard Parts and Labor Warranty in accordance with SimplexGrinnell Terms and Conditions.
- 18) Terms and conditions of the Contractor's Purchase Order/Contract shall be subject to



Project: Fort Bend County
Customer Reference:
SimplexGrinnell Reference: 430446728
Date: 01/26/2016
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SimplexGrinnell Quotation

Comments (continued)

SimplexGrinnell review. Final agreement to terms shall be by written agreement between the Contractor and SimplexGrinnell and be based on a contract in like nature to a standard AIA subcontract document. SimplexGrinnell will not accept incidental, indirect or consequential damages, will require a limitation of its liability to the extent of its own negligence and must be limited in its damages to the value of the contract.

- 19) All A.C./Electrical wiring, interlock wiring and power wiring as may be required to interface or power systems not provided by SG shall be done by others.
- 20) Proposal does not include removal of existing PA wire in the contract area.
- 21) Removal of existing call switches is included
- 22) SG is not responsible nor will it work in any area containing non abated or contained asbestos or other similar hazardous conditions.
- 23) In the event that SimplexGrinnell is requested to mobilize and perform work on this project prior to the execution of an agreed upon Contract, Purchase Order or similar document the terms and conditions of this proposal shall govern over the subject activities.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
SimplexGrinnell
Houston, TX United States

Certificate Number:
2016-11539

Date Filed:
02/10/2016

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Fort Bend County

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

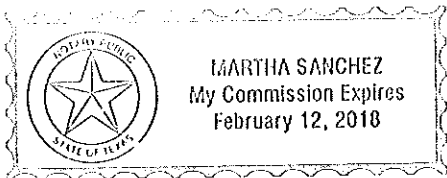
12958
PA System Equipment Upgrade/replacement

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Kenneth Ray Durr
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said James A. Holt, this the 10 day of February, 2016, to certify which, witness my hand and seal of office.

Martha Sanchez Martha Sanchez Contract Coordinator
Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath