FI84 9/96
Division of Finance

CONTR T # 029177

STATE OF UTAH CONTRACT

1. CONTRACTING PARTIES: This contract is between the following Agency of the State of Utah:

Department of Transportation (Agency Name) 810 (Agency Code) Proc/Cedar City District (Division) referred to as STATE and the following:

CONTRACTOR Simplex (Name)
1272 West 2240 South Suite #A (Address)
Salt Lake City (City) UT (State) 84119 (Zip Code)
William J Goldstrohm (Contact Person) (801) 262-4242 (Phone Number)
582608861 (Federal ID#) 80280A (Vendor Number) 34016000000 (Commodity Code(s))

LEGAL STATUS OF CONTRACTOR
- ____ Sole Proprietor
- ____ Non-Profit Corporation
- X For-Profit Corporation
- ____ Partnership
- ____ Government Agency

2. CONTRACT TYPE AND PURPOSE:

This is a time contract to provide the State with annual and emergency service for the Simplex Model #4002 Life and Safety Fire alarm system located at the Cedar City District offices.

3. PROCUREMENT: This contract is entered into as a result of the Procurement process on bid MH2045, Requisition # 810 26000000206 .FY 2002 .

4. CONTRACT PERIOD: Effective date 04/22/02 . Termination date 04/22/07 , unless terminated early or extended in accordance with the terms of this contract. Renewal Options (if any) None .

5. CONTRACT COSTS: CONTRACTOR will be paid a maximum of $15,000.00 for costs authorized by this contract

6. ATTACHMENT A: Division of Purchasing's Standard Terms and Conditions.
ATTACHMENT B: Scope of Work.
ATTACHMENT C: Pricing
ATTACHMENT D Special Terms and Conditions.
Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.

7. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
A. All other governmental laws, regulations or actions applicable to the goods and/or services authorized by this Contract.
B. Utah State Procurement Code, Procurement Rules and Contractor's responses to Bid # MH2045 dated 03/26/02 .

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR
SEE ATTACHED

Contractor's Signature

WILLIAM J GOLDSTROHM

Contractor's Name

SERVICE SALES REP.

Title

STATE OF UTAH

David K. Miles, Operations Engineer

for Mark R. Hellewell 4/25/02
Director, Division of Purchasing

CONTRACT RECEIVED AND PROCESSED BY DIVISION OF FINANCE

Director, Division of Finance

Debra Boulton	(801) 965-4070	(801) 965-4073	dboulton@dot.state.ut.us
Agency Contact Person	Phone Number	Fax Number	Email address

ENT'D MAR 0 9 2005
JUL 2 3 2005

C20177

MAIL TO:

STATE OF UTAH
DIVISION OF PURCHASING
3150 STATE OFFICE BUILDING, CAPITOL HILL
P.O. BOX 141061
SALT LAKE CITY, UTAH 84114-1061
TELEPHONE (801) 538-3026
http://www.purchasing.state.ut.us

Invitation to Bid

Solicitation Number: **MH2045**

Due Date: **03/26/02 at 2:00 P.M.**

Date Sent: March 1, 2002

Agency Contract

MH2045 182977 SUB 23205
SIMPLEX
1272 W 2240 S #A
SALT LAKE CITY UT 84119-1400

Goods and services to be purchased: **TO PROVIDE THE STATE WITH ANNUAL AND EMERGENCY SERVICE**

Please complete

Company Name: Simplex			Federal Tax Identification Number: 58-2608861
Ordering Address: 1272 West 2240 South #A	City: Salt Lake City	State: Ut	Zip Code: 84119
Remittance Address (if different from ordering address):	City:	State:	Zip Code:
Type: ☒ Corporation ☐ Partnership ☐ Proprietorship ☐ Government	Company Contact Person: William J. Goldstrohm		
Telephone Number (include area code): (801) 262-4242	Fax Number (include area code): (801) 262-9423		
Company's Internet Web Address: www.simplexgrinnell.com	Email Address: wgoldstrohm@TycoInt.com		
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered): Net 30 days	Days Required for Delivery After Receipt of Order (see attached for any required minimums): 14 days		

The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, and specifications. Please review all documents carefully before completing.

The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes ✓ No____. If no, enter where produced, etc._____

Offeror's Authorized Representative's Signature: [signature]	Date: 3/13/02
Type or Print Name: William J. Goldstrohm	Position or Title: Service Sales Representative

ATTACHMENT A: STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases for the STATE.

2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.

3. **LAWS AND REGULATIONS:** Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.

4. **RECORDS ADMINISTRATION:** The CONTRACTOR shall 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. These records shall be retained by the CONTRACTOR for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The CONTRACTOR agrees to allow STATE and Federal auditors, and STATE Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.

5. **CONFLICT OF INTEREST:** CONTRACTOR represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.

6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The CONTRACTOR shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the STATE to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the STATE, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the CONTRACTOR by the STATE. The CONTRACTOR shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the STATE for these contract services. Persons employed by the STATE and acting under the direction of the STATE shall not be deemed to be employees or agents of the CONTRACTOR.

7. **INDEMNITY CLAUSE:** The CONTRACTOR agrees to indemnify, save harmless, and release the STATE OF UTAH, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the CONTRACTOR'S officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.

8. **EQUAL OPPORTUNITY CLAUSE:** The CONTRACTOR agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits 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 the 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. Also, the CONTRACTOR agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.

9. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.

10. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the parties hereto, and attached to the original signed copy of the contract.

11. **DEBARMENT:** 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. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.

12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.

13. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.

14. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

ATTACHMENT B: SCOPE OF WORK

SIMPLEX MODEL #4002 LIFE AND SAFETY FIRE ALARM SYSTEM

1.0 **PURPOSE:** This bid will result in a time contract to provide the State with annual and emergency service , parts included, for the Simplex Model #4002 Life & Safety Fire Alarm system for a period of five (5) years. The Contractor shall supply a detailed report of these tests to the Region #4 Cedar City Maintenance Engineer. The Contractor shall also be required to send a copy of this report to the State Fire Prevention Chief, at the Fire Marshal's office at 4501 South 2700 West, Salt Lake City, Utah 84119.

2.0 **PRICING:** The Contractor agrees that the prices bid on services in this contract shall be guaranteed for a period of one (1) year.

3.0 **SERVICE SPECIFICATION:** The Contractor shall minimally include the following:

3.1 Annual preventive maintenance inspection, to be scheduled every March, these may be scheduled Monday to Friday 8:00 am to 5:00 pm.
3.2 Emergency services when needed during the terms of the contract.
3.3 Maintenance shall include all parts and remedial maintenance.
3.4 Maintenance shall be performed by company trained representatives.

4.0 **PREVENTATIVE MAINTENANCE ACTIVITIES:** Service shall include the following:

Inspect the appearance and cleanliness of the equipment.
Clean dirt accumulation off of equipment.
Adjustments and calibration of all components.
Identification and replacement of faulty components.
Substandard parts that could affect the system.
The Contractor shall provide a detailed written report noting any deficiencies and the corrective action planned. This information is to be sent to the District Maintenance Engineer, at Utah Department of Transportation, Region #4 Cedar City District, 1470 North Airport Road, Cedar City, Utah 84720.

5.0 **SYSTEM:** The system consists of the following:

21 each	Smoke Detectors
60 each	Head Detectors
19 each	A/V Units
4 each	Horns
9 each	Pull Stations
3 each	4002 Fire Alarm Panels
6 each	18 AH Batteries

ATTACHMENT C: ITEMIZED PRICE LIST

	Item	Price
1.	Scheduled Annual Maintenance	$ 1229.00
2.	Emergency and Unscheduled Call Outs	
	2.1 Standard hourly rate:	$ 103.00
	2.2 Standard business hours	8:00 a.m. to 5:00 p.m.
	2.3 Overtime hourly rate:	$ 154.00
	2.4 Weekend hourly rate:	$ 154.00
	2.5 Holiday hourly rate:	$ 206.00
	2.6 Other: _____	$ 206.00
3.	Mileage: 50 Miles from St. George	$ 1.40/Per mile

NOTE ABOVE PRICES SHALL INCLUDE PARTS

ATTACHMENT D: SPECIAL TERMS AND CONDITIONS

1. **CONTRACT ACCEPTANCE:** At the time the bid is signed by the Offeror, the signature of that Offeror will be used as a legally binding signature if awarded this contract. When signed by the Division of Purchasing and a Utah Department of Transportation representative and assigned a contract number, this document will become a legally binding contract with the Offeror for the contract period specified.

2. **QUANTITY OR AMOUNT ESTIMATES:** The State does not guarantee specific purchase amount under this contract. Estimated contract amounts are for bidding purposes only and are not to be construed as a guarantee to purchase any service.

3. **PRICING:** Any change request on prices must guarantee the same length of time indicated in the Scope of Work and must be made at least thirty (30) days prior to the requested effective date. Any request for change on prices or specifications must include sufficient documentation supporting the request. Requests for change on prices or specifications shall not be effective until it is approved by the Procurement Supervisor or the Procurement Manager of the Utah Department of Transportation.

4. **WAGES:** The Contractor shall be responsible for all applicable company wages in accordance with the Federal, State and local laws and ordinances.

5. **INVOICING: THE CONTRACT NUMBER AND ORDER NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, PACKAGES AND ALL CORRESPONDENCE RELATING TO EACH ORDER AND DELIVERY.**

   In the event the State is entitled to a cash discount, the period of computation shall commence on the delivery date or the date of a correct invoice, whichever is later. If an adjustment in payment is necessary due to damage, the cash discount period shall commence on the date final approval is authorized. The State reserves the right to adjust incorrect invoice.

   The Contractor shall submit invoices to the Utah Department of Transportation, Region Four, 1345 South 350 West, Richfield, Utah 84701.

6. **NON-ASSIGNMENT:** The Contractor shall not sublet, assign or transfer any part of this contract without prior written approval from the Procurement Supervisor or the Procurement Manager of Utah Department of Transportation. The provision of monies due under this contract shall not be assignable without prior written approval from the Procurement Supervisor or the Procurement Manager of the Utah Department of Transportation.

ATTACHMENT D: SPECIAL TERMS AND CONDITIONS

7. **NON-COMPETE CLAUSE:** The Contractor represents its officers and employees are free to contract with the State and are not subject to restrictions by the terms of their present or past employment including, but not limited to an agreement not to compete for as a period of time unless disclosure has been made. Contractor must disclose to the State any possible conflicts, in writing, before the contract is signed and the State will evaluate whether to continue with contract execution. The State may elect to terminate a contract immediately with a Contractor who is subsequently determined to be subject to such restrictions without liability to the State. If the State elects to terminate as a contract for this reason, the State will supersede paragraph #12 in Attachment A - Standard Terms and Conditions and will not provide 90 day prior notice to the Contractor.

8. **EMPLOYEE AUTHORITY:** Individuals(s) performing services for the Contractor must be given complete authority to work with the State representative in the performance and rating of the services outlined in the contract. The State will not accept responsibility for communication between the Contractor and the Contractor's employees.

9. **CONTRACTOR - INSURANCE:** The Contractor shall be required to furnish UDOT Purchasing with evidence of Workman's Compensation sufficient to cover all Contractor's employees pursuant to the State Statutes within fourteen (14) days of the contract execution date. The Contractor must also provide a Certificate of Insurance certifying that it shall provide and maintain a policy of insurance in which the Department of Transportation shall be specifically names as additional insured within the same time frame. Said coverage shall be in the following minimum amounts:

   $250,000.00 for each bodily injury
   $500,000.00 for each accident or occurrence
   $100,000.00 for property damage

   In the event the Contractor cannot obtain the foregoing, the Contractor shall provide a policy with a minimum coverage of $100,000.00 in aggregate within fourteen (14) days of the contract execution date. The certificate must also state that no cancellation of decrease in coverage shall be made without giving the State at least thirty (30) days prior written notice. In the event that governmental immunity limits are subsequently altered, the Contractor shall be required to provide a new Certificate of Insurance within thirty (30) days, certifying coverage in compliance with the modified limits.