TO: 
Williamson County 
3101 SE Inner Loop 
GEORGETOWN, TX 78626-0000

Project: WILCO Justice Center 
Customer Reference: WILCO Justice Center 
SimplexGrinnell Reference: 494415150 
Date: 10/28/2014 
Page 1 of 5

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". Note: All orders must be processed through the TxSmartBuy System, and all PO's must reference contract number TXMAS-5-84070.

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

**Fire Alarm**

<table>
<thead>
<tr>
<th>QTY</th>
<th>MODEL NUMBER</th>
<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>EXT. PRICE</th>
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<tr>
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<td>4906-9101</td>
<td>STROBE MC RED</td>
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<td>6</td>
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<td>Installation Materials</td>
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**EET Subcontract Section**

THIS QUOTATION AND ANY RESULTING CONTRACT SHALL BE SUBJECT TO THE GENERAL TERMS AND CONDITIONS ATTACHED HERETO.
SimplexGrinnell Quotation

<table>
<thead>
<tr>
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<td>EET Misc Items</td>
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<td>Permits/Approvals</td>
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Net selling price for Fire Alarm, $3,649.14
TXMAS-5-84070

Total net selling price, $3,649.14

Pricing Schedule: Texas State (on contract)

Comments

Scope of Work:

Build out of Shell Space 1033 @ Williamson County Juvenile Justice Center 405 MLK - Georgetown, TX.

Relocate 2 existing Smoke Detectors from deck to new Drop Ceilings, Relocate 1 existing Strobe, Add 2 new Strobes. Test relocated and new devices for proper operation.

One submittal to AHJ for plan review.

Excluded in this proposal:

Other than normal SimplexGrinnell Working Hours
Cutting, Painting, Patching, Fire Proofing
Conduits, stub-ups and back boxes
120VAC Circuits or connections
Additions/modifications mandated by Authority Having Jurisdiction (AHJ)
Existing condition of Fire Alarm System and Wiring
Repair of system damage by other trades
Taxes, bonds, permits, and fees not specifically mentioned above.
Add 8.25% for sales tax to price above or send a Texas Resale Certificate with signed proposal.

This proposal is valid for 45 days.

Thank you for your consideration,

Mike Breecher
Electronic Systems Service Sales
1. Payment. Payments shall be invoiced and due in accordance with the terms and conditions set forth above. Work performed on a time and material basis shall be at the then prevailing Company rate for labor, material, and related items, in effect at the time supplied under this Agreement. Company shall invoice Customer for progress payments to one hundred (100%) percent based upon equipment delivered or stored, and services performed. Customers without established satisfactory credit shall make payments of cash in advance, upon delivery or as otherwise specified by Company. Where Customer establishes and maintains satisfactory credit, payments shall be due and payable thirty (30) days from date of invoice. Company reserves the right to revoke or modify Customer's credit at its sole discretion. The Customer's failure to make payment when due is a material breach of this Agreement.

If Customer's failure to make payment when due is in addition to any other rights and remedies available, Company shall have the right, at Company's sole discretion, to stop performing Services and/or withhold further deliveries of materials, until the account is current. In the event payment is not received within thirty (30) days after the due date, Company may, at its discretion, assess late fees at the rate of 1.5% per month or the maximum rate allowed by law. Customer agrees to pay all costs of collection, including without limitation costs, fees, and attorneys' fees. Customer's failure to make payment when due is a material breach of this Agreement unless the account is current.

2. Pricing. The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work, "Equipment" and "Services."). If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. If this Agreement extends beyond one year, SimplexGrinnell may increase prices upon notice to the Customer. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, however designated, levied or based on the service charges pursuant to this Agreement.

3. Alarm Monitoring Services. Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Company's standard alarm monitoring services agreement.

4. Code Compliance. Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction (e.g., Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

5. Limitation of Liability; Limitations of Remedy. It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage, if any, shall be obtained by the Customer and that amounts payable to Company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and the terms and conditions of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer for recovery for injuries or damage in the event of any loss or injury and that Customer releases and waives any cause of action against Company arising by way of subrogation. Company makes no guarantee or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or prevent accidents or occurrences or the consequences therefrom that the equipment or service was designed to detect or prevent.

It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations hereunder. Accordingly, Customer agrees that, if Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefore, which the equipment or service was designed to detect or prevent. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of such liability and the additional amount payable by the Customer for the assumption by Company of such greater liability, provided however that such rider shall in no way be interpreted to hold Company as an insurer. IN NO EVENT SHALL PERPETUAL BE LIABLE FOR ANY DAMAGE TO OR LOSS OF EQUIPMENT, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERPETUITY or LIABILITY AT THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of company, whether direct or indirect, company's employees, agents, officers and directors.

6. Reciprocal Waiver of Claims (SAFETY Act). Certain of SimplexGrinnell systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technology or QAT by the US Department of Homeland Security under the Anti-Terrorism technology and services by Fostering Effective Technologies Act of 2012, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 29.5(c), to the maximum extent permitted by law, SimplexGrinnell and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 29.5, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

7. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection offered by the system. Customer acknowledges and agrees that this Agreement, Company, unless specifically stated, does not undertake any obligation to maintain or render Customer's system or equipment as Year 2000 compliant, if capable of correctly handling the processing of calendar dates before or after December 31, 1969. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. – 5:00 p.m., Monday through Friday, excluding Company holidays). Any additional times and specifically described in this Agreement. Company will perform the services described in the so-called Work section ("Services") for one or more system(s) or equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)").

In the event of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes the Covered System(s) are in operation and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERNATIONS, REPLACEMENT OF PARTS, OR ANY FIELD LABOR. WHAT IS INCLUDED IS THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBsolescence OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, PARTS, OR COMPONENTS OF PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

8. Customer Responsibilities. Customer shall furnish all necessary facilities for performance of the work by Company, including, but not limited to, adequate space for storage and handling of materials, light, water, heat, hot water, electric service, local telephone, and any services or equipment required.

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SALE AND INSTALLATION AGREEMENT (continued)

22. Limited Warranty. Subject to the limitations below, Company warrants any equipment (as distinguished from the Software) installed pursuant to this Agreement to be free from defects in material and workmanship under normal use for a period of one (1) year from the date of first beneficial use or all or any part of the Covered System(s) as of the date of acceptance of the Equipment shipments, whichever is earlier, provided however, that Company's sole liability, and Customer's sole remedy, under this limited warranty shall be limited to the repair or replacement of the Equipment or any part thereof, which Company determines is defective, at Company's sole option and subject to the availability of service personnel and parts, as determined by Company. Company warrants expendable items, including, but not limited to, video and printheads, television camera tubes, video monitor displays, tubes, batteries and certain other products in accordance with the applicable manufacturer's warranty. Company does not warrant devices designated to fail in protecting the System, such as, but not limited to, seismic and earthquake devices. If Company determines that any other software described in this Agreement, as well as software contained in or sold as part of any Equipment described at this Agreement, will reasonably conform to its published specifications in effect at the time of delivery and for ninety (90) days after delivery. However, Customer agrees and acknowledges that the software may have inherent defects because of its complexity. Company's sole obligation with respect to software, and Customer's sole remedy, shall be to make available published modifications, designed to correct inherent defects, which become available during the warranty period.

23. Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Company of the existence of said hazardous conditions, arising in any way from any act or omission of Customer or Company in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence, strict liability or otherwise) or otherwise, and to defend, to the extent required by Company, any such suit, claim or demand brought against Company.

24. Insurance. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and
SALE AND INSTALLATION AGREEMENT (continued)

28. Exclusions. Unless expressly included in the Scope of Work, this Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UVIR equipment; provision of fire watches; clearing of ice blockage; draining of improperly piped piping; replacement of batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; system upgrades and the replacement of obsolete systems, equipment, components or parts; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion (MIC)), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). Repair Services provided pursuant to this Agreement do not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

29. Force Majeure: Delays. Company shall not be liable for any damage or penalty for delays or failure to perform work due to acts of God, acts or omissions of Customer, acts of civil or military authorities, Government regulations or priorities, fires, epidemics, quarantines, restrictions, war, riots, civil disobedience or unrest, strikes, delays in transportation, vehicle shortages, differences with workmen, inability to obtain necessary labor, material or manufacturing facilities, defaults of Company's subcontractors, failure or delay in furnishing complete information by Customer with respect to location or other details of work to be performed, impossibility or impracticability of performance or any other cause or causes beyond Company's control, whether or not similar to the foregoing. In the event of any delay caused as aforesaid, completion shall be extended for a period equal to any such delay, and this contract shall not be void or voidable as a result of the delay. In the event work is temporarily discontinued by any of the foregoing, all unpaid installments of the contract price, less an amount equal to the value of material and labor not furnished, shall be due and payable upon receipt of invoice by Customer.

30. One-Year Limitation on Actions; Choice of Law. It is agreed that no suit, or cause of action or other proceeding shall be brought against either party more than one (1) year after the accrual of the cause of action or one (1) year after the claim arises, whichever is shorter, whether known or unknown when the claim accrues or whether based on tort, contract, or any other legal theory. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this Agreement.

31. Assignment. Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement to an affiliate without obtaining Customer's consent.

32. Entire Agreement. The parties intend this Agreement, together with any attachments or Riddler (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

33. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

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

35. License Information (Security System Customers): AL: Alabama Electronic Security Board of Licensee 796 E Vaughn Road, Pmb 392, Montgomery, Alabama 36111 (334) 264-9388. AR: AR Regulated by: Arkansas Board of Private Investigators And Private Security Agencies. #1 Private Police Plaza Drive, Little Rock, AR 72203. (501) 819-8500: CA: Alarm company operators are licensed hereunder. BC: The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this Agreement. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this Agreement. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

IMPORTANT NOTICE TO CUSTOMER

In accepting this Proposal, Customer agrees to the terms and conditions contained herein including those on the following pages of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by the Customer and such changes will be authorized in writing. ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS ON THE FOLLOWING PAGES. This Proposal shall be void if not accepted in writing within thirty (30) days from the date of the Proposal.