

Bill To:
State of Idaho

Send invoices to the address listed below or as indicated in the comments or instructions field
Boise, ID 83720-0075



State of Idaho

THIS NUMBER MUST APPEAR ON ALL DOCUMENTS

Participating Addendum

Participating Addendum
PADD1048

DELIVER TO: State of Idaho Various Agencies
Various State Agencies
located throughout Idaho

Address 2
Various, ID 83701
Mark.Little@adm.idaho.gov

Date: Wed Apr 22, 2009
F.O.B: Destination
Terms:

VENDOR: SIMPLEXGRINNELL
11030 sw Rosewood St.
Lake Oswego, OR 97035
Attn: National Service Sales Manager
Vendor Nbr:
Emailed To: jorichards@simplexgrinnell.com
Phone: 971-237-3736
Fax:
Account Number: P0000084751

Start of Service Date Wed Apr 08, 2009

End of Service Date: Sat Oct 31, 2009

Solicitation#: **RFQ07310**
DOC#: **PREQ16085**

File(s) Attached:

WSCAfireContract.pdf

Buyer: [MARK LITTLE](#) 208-332-1611

Item No	Description	Quantity UOM	Unit Price	EXTENSION
000	BLANKET PURCHASE AGREEMENT (line item particulars follow)	1 lot		1000000.00
		Total:		1000000.00

Blanket Comments:

.....NOTICE OF STATEWIDE CONTRACT (SBPO) AWARD

Contract for Fire Suppression Services, per the Western States Contracting Alliance Master Price Agreement Nevada RFP/Contract Number 1568, for the benefit of State of Idaho Agencies, institutions, and departments and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327. The Division of Purchasing or the requisitioning agency will issue individual releases (delivery or purchase orders) against this Contract on an as needed basis.

Contract Title:..... Fire Suppression Services
 Contract Usage Type:.....Optional Use
 Public Agency Clause:Yes
 Contract Administration:.... Dick Vogel
 ---Phone Number:.....208-332-1605
 ---E-Mail:.....dick.vogel@adm.idaho.gov

Contractor's Primary Contact
 ---Attn:.....John Richards
 --Address:.....6305 Southwest Rosewood St

---City, State, Zip:.....Lake Oswego, OR
 Phone Number:..... 503-683-9000
 Facsimile:..... 503-675-6521
 E-Mail:..... jorichards@simplexgrinnell.com

CONTRACTOR: Ship to the FOB DESTINATION point and BILL DIRECTLY to the ORDERING AGENCY. DO NOT MAIL INVOICES TO THE DIVISION OF PURCHASING. Notating the Contract Award Number on any invoices/statement will facilitate the efficient processing of payment.

Item No	Description	Quantity UOM	Unit Price	EXTENSION
001	Fire Protection Equipment and Systems including fire hydrants, fire sprinkler systems, smoke detectors, jaws of life, fire protection material treatment etc., Maintenance and repair per the WSCA Master Price Agreement Nevada RFP/Contract Number 1568. (340-00) (nt)	1 LOT	1000000.00	1000000.00

General Comments:

QUANTITIES: The State of Idaho, Division of Purchasing can only give approximations of quantities and will not be held responsible for figures given in this document.

Payment Address
Same as above

Delivery Information:
Please see attached delivery locations

THIS CONTRACT, (including any files attached), CONSTITUTES THE STATE OF IDAHO'S ACCEPTANCE OF YOUR SIGNED BID, QUOTATION, OR OFFER (including any electronic bid submission), WHICH SUBMISSION IS INCORPORATED HEREIN BY REFERENCE AS THOUGH SET FORTH IN FULL.

In the event of any inconsistency, unless otherwise provided herein, such inconsistency shall be resolved by giving precedence in the following order:

1. This Statewide Blanket Purchase Order document.
2. The state of Idaho's original solicitation document.
3. The Contractor's signed bid, quotation, or offer.

INVOICES MUST BE SENT TO THE IDAHO ORDERING AGENCY.

Instructions:

Freight / Handling Included in Price

By: MARK LITTLE

**PARTICIPATING ADDENDUM
State of Idaho Contract Number PADD 1048**

**WESTERN STATES CONTACTING ALLIANCE
SIMPLEX GRINNELL
FIRE SUPPRESSION SERVICES
MASTER PRICE AGREEMENT
Nevada RFP/Contract Number 1568**

1. Scope: All state governmental entities within the State of Idaho and public agencies (as defined by Idaho Code, Section 67-2327) are authorized to purchase products and services under the terms and conditions of the Nevada Contract (Master Price Agreement). These public agencies include any city or political subdivision of the State of Idaho, including, but not limited to counties; school districts; highway districts; port authorities; instrumentalities of counties, cities, or any political subdivision created under the laws of the State of Idaho; and public schools and institutions of higher education. It will be the responsibility of the public agency to independently contract (i.e., issue purchase orders) with the contractor and/or comply with any other applicable provisions of Idaho Code governing public contracts.

2. Applicable Approved Purchasing Agreement: The following provisions supplement and/or add to the Master Price Agreement.

a. Parties to this Participating Addendum

The parties to this Participating Addendum (PA) are Simplex Grinnell (Contractor) and the State of Idaho by and through its statutory agent, the Division of Purchasing within the Department of Administration (State) on behalf of the entities identified in the paragraph titled "Scope" of this Participating Addendum (procuring agencies).

b. Idaho Administration Reporting and Fees:

The contractor agrees to provide electronic (Microsoft Excel or similar) quarterly price agreement utilization reports to the Idaho administrator in accordance with the following schedule:

<u>Period End</u>	<u>Report Due</u>
June 30	August 14
September 30	November 14
December 31	February 14
March 31	May 15

The Contractor will submit quarterly reports to the Idaho Administrator. These reports shall include the gross Idaho sales, less returns, cancellations, and replacements for the quarterly period subtotaled by procuring agency name within procuring agency state name. The report shall be accompanied with a check payable to the Treasurer, State of Idaho for an amount equal to 1.00% of the gross Idaho sales (less returns and credits) for the quarterly period. The State of Idaho recognizes the Contractor will increase prices on all Purchase Orders by one (1) percent over the pricing contained in the WSCA Master Price Agreement. This report will be provided within 45 calendar days from the close of the calendar quarter.

c. Applicable Law:

Notwithstanding Paragraph 5 (Incorporated Documents) of Nevada RFP/Contract Number 1568 or Paragraph 34 (Governing Law; Jurisdiction), Nevada RFP/Contract Number 1568 is supplemented with the following, which shall apply to this PA.

The State of Idaho's PA and all purchase orders issued thereunder by procuring agencies shall be construed in accordance with, and governed by the laws of the State of Idaho. Except to the extent the provisions of the PA are clearly inconsistent therewith, the PA shall also be governed by the applicable provisions of the Idaho Uniform Commercial Code (IUCC). To the extent this PA entails delivery or performance of services, such services shall be deemed "goods" within the meaning of the IUCC, except where deeming such services as "goods" would result in a clearly unreasonable interpretation. Any action to enforce the provisions of this PA shall be brought in state district court in Ada County, Boise, Idaho. In the event any term of this PA is held to be invalid or unenforceable by a court, the remaining terms of this PA will remain in force. The terms and conditions of the Master Price Agreement will apply to any and all services performed, including any services performed by a subcontractor to the contractor. No other terms or conditions will apply without the express written agreement of the State.

d. Assignment:

Paragraph 30 (Assignment) of Nevada RFP/Contract Number 1568 is deleted in its entirety and replaced with the following:

ASSIGNMENTS: No contract or order or any interest therein shall be transferred by the Contractor to whom such contract or order is given to any other party, without the approval in writing of the Administrator, Division of Purchasing. Transfer of a contract without approval shall cause the annulment of the contract so transferred, at the option of the State. All rights of action, however, for any breach of such contract by the contracting parties are reserved to the State. (Idaho Code Section 67-5726(1))

3. **Lease Agreements:** A lease agreement has not been approved for use for procuring agencies within the State of Idaho.

4. **Primary Contact:**

The primary contact for the Contractor is:

John Richards
503-683-9018
Cell 971-237-3736
jorichards@simplexgrinnell.com

The primary contact and administrator of this agreement for the State of Idaho is:

Richard Vogel, Purchasing Officer
Division of Purchasing
650 W. State Street (Zip 83702)
P O Box 83720
Boise, ID 83720-0075

Ph: 208-332-1609

5. Master Price Agreement Number: All purchase orders issued by procuring agencies within the jurisdiction of this participating addendum shall include the following price agreement numbers:

1568 (Nevada)
PADD 1048 (Idaho)

6. Subcontractors: Only the following subcontractors are authorized to perform services.

NONE

There are no subcontractors approved at this time. In the future, any subcontractors (including any activation and/or ordering affiliates, also known as Certified Dealers or Partners) must be approved by the State. Such subcontractors shall be thoroughly trained in the Nevada Contract ordering and contracting process.

This PA and the Nevada Contract 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 PA and the Nevada Contract, together with its exhibits, shall not be added to or incorporated into this PA or the Nevada Contract 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. The terms and conditions of this PA and the Nevada Contract and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

IN WITNESS HEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

State of Idaho
Division of Purchasing

By: 

Name: Mark A. Little

Title: Purchasing Manager

Date: 4/24/09

Contractor: Simplex Grinnell

By: 

Name: Pasquale D'Orsi

Title: Vice President

Date: 4-20-09