



SUBORDINATE CONTRACT NO. MA-060-19010884 with Johnson Controls Fire Protection LP is hereby issued per the terms and conditions of Regional Cooperative Agreement RCA-017-18010010 for Facility Security Equipment, Systems and Services with Related Equipment and Supplies.

This Contract MA-060-19010884 is made and entered into upon execution of all necessary signatures between Johnson Controls Fire Protection LP, having its principal place of business at 12728 Shoemaker Ave., Santa Fe Springs, CA 90670-6345 (hereinafter referred to as "Contractor"), and the County of Orange, a political subdivision of the State of California (hereinafter referred to as "County"), acting through the Orange County Sheriff-Coroner Department, with a place of business at 320 N. Flower Street, 2nd Floor, Santa Ana, CA 92703 (hereinafter referred to as "Sheriff-Coroner"), which are sometimes individually referred to as "Party" or collectively referred to as "Parties".

ATTACHMENTS

This Contract is comprised of this document and the following Attachment, which is incorporated by reference into this Subordinate Contract:

Attachment A – Regional Cooperative Agreement No. RCA-017-18010010

Attachment B – Scope of Work

Attachment C - Pricing

RECITALS

WHEREAS, the County of Orange, acting through the County Executive Office, and Contractor executed a Regional Cooperative Agreement RCA-017-18010010 on September 25, 2017 for Facility Security Equipment, Systems and Services with Related Equipment and Supplies (hereinafter referred to as "RCA"), now in effect from September 25, 2017 through and including June 30, 2021; and

WHEREAS, Term 3 of the RCA, entitled "Regional Cooperative Agreements (RCA)", allows other California local or state governmental entitled to utilize the RCA with the same provision and pricing; and

WHEREAS, County, acting through the Sheriff-Coroner, and Contractor desire to enter into a Subordinate Contract for Facility Security Equipment, Systems and Services with Related Equipment and Supplies pursuant to the terms, conditions and pricing of the RCA, which is attached hereto and incorporated herein by reference as Attachment A;

NOW, THEREFORE, the parties mutually agree:

1. Scope of Contract: This Subordinate Contract specifies the terms and conditions by which the County, acting through the Sheriff-Coroner, will procure Facility Security Equipment, Systems and Services with Related Equipment and Supplies from the Contractor (hereinafter referred to as "Services") as more fully detailed in Attachment A, Regional Cooperative Agreement RCA-017-18010010, and Attachment B, Scope of Work.



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2. **Term of Subordinate Contract:** This Subordinate Contract shall commence upon execution of all necessary signatures by the Parties and continue until June 30, 2021, unless otherwise terminated by the County pursuant to the termination provision of the RCA.
3. **Renewal:** Renewal may be contingent upon renewal of RCA-017-18010010. The County does not have to give reason if it elects not to renew.
4. **Compensation & Payment:** Contractor agrees to provide the Services in accordance with the terms and condition of the RCA, including its attachments, and at the fixed rates as set forth in Attachment C, Pricing. The total cost of this Subordinate Agreement shall not exceed \$399,719.36. The County shall have no obligation to pay any sum in excess of this amount unless authorized by written amendment signed by both Parties.
5. **Invoicing:** Invoicing shall be done in accordance with the terms and conditions of Attachment B – Payment / Compensation of the RCA. Vendor shall reference Subordinate Contract MA-060-19010884 on invoices. Invoices are to be submitted to the Sheriff-Coroner division requesting the Services:

County of Orange
Sheriff-Coroner Department/Research & Development Division
431 The City Dr. S.
Orange, CA 92868-3303
Attn: Elizabeth Ochoa
facilitiesoperations@ocsd.org

6. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the Parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.



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Contractor:

Johnson Controls Fire Protection LP
12728 Shoemaker Ave.
Santa Fe Springs, CA 90670-6345
Attn: Carlos A. Perez
562-405-3871

County:

County of Orange
Sheriff-Coroner Department/Research & Development Division
431 The City Dr. S.
Orange, CA 92868-3303
Attn: Elizabeth Ochoa
Ph: 714-935-6841

Assigned DPA:

County of Orange
Sheriff-Coroner Department/Purchasing Services Unit
320 N. Flower Street, 2nd Floor
Santa Ana, CA 92703
Attn: Ranique Cortez, DPA
Ph: 714-834-4312

7. Security Requirements:

A. Contractor shall, with respect to all employees of Contractor performing services hereunder:

1. Perform background checks as to past employment history.
2. Inquire as to past criminal felony convictions.
3. Ascertain that those employees who are required to drive in the course of performing services hereunder have valid California driver's licenses and no DUI convictions within two (2) years prior to commencement of services hereunder.
4. Perform drug screening to determine that such employees are not users of illegal controlled substances as defined by federal law.

B. Contractor shall not assign to County property any Contractor personnel as to whom the foregoing procedures indicate:



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1. Inability or unwillingness to perform in a competent manner.
 2. Past criminal convictions for theft, burglary or conduct causing property damage or mental or physical harm to persons.
 3. Where such employee's duties include driving a vehicle, absence of a valid California driver's license or a DUI conviction within the prior two (2) years.
 4. Usage of illegal controlled substances as defined by federal law.
- C. If any of the problems identified with respect to Contractor's employees are discovered after assignment of an employee to County property, or if County otherwise reasonably deems an assigned employee unacceptable, Contractor shall remove and replace such employee at the County property.
- D. Nothing herein shall render any employee of Contractor an employee of County.

THE CONTRACTOR'S PERSONNEL REQUIREMENTS:

All employees must pass the County's background check and meet all requirements as set forth below:

1. All personnel to be employed in performance of the work under this Contract shall be subject to security clearance. Clearance must be updated and renewed every twelve (12) months from original date of clearance.
2. No person, who is required to enter a secured facility of the Sheriff, shall be assigned to perform work under this contract that has not received prior clearance from the Sheriff-Coroner Department.
3. Within fifteen (15) days of the effective date of this Contract, Contractor shall prepare and submit a complete and accurate "Contractor Security Clearance" information form for all Contractor's employee who will be working on or who will need access to the Sheriff-Coroner's facilities to perform work covered by this Contract. County project manager shall provide form(s) to Contractor's project manager. Contractor is also responsible for ensuring that anytime an employee is assigned to work on Sheriff-Coroner's facilities under this contract that a Security Clearance form is submitted and approved prior to that employee requiring access to such premises for providing services under this contract.



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4. Contractor shall inform employees assigned to perform work within secured facilities of the Sheriff-Coroner that the employee is required to inform Contractor if/when any information provided on the security clearance form changes. Contractor shall submit an updated security clearance form whenever there is a change in information provided by an employee. Contractor shall be responsible for ensuring to submit Security Clearance forms in order to renew the Security Clearance(s) every twelve months. Renewal forms shall be submitted at least ten (10) County working days prior to the expiration of an existing clearance; a security clearance is valid for 12 months from the date of issuance. If Contractor is submitting an updated form due to a change in information, said form shall be submitted within in 10 county working days of the employer becoming aware of the updated information.
5. Contractor Security Clearance information forms will be provided by County Project Manager upon request and will be screened by the Sheriff-Coroner's Department.
6. Contractor Security Clearance information forms shall be thoroughly and accurately completed. Omissions or false statements, regardless of the nature or magnitude, may be grounds for denying clearance.
7. County will not give Contractor the reason an individual's clearance is denied, but will provide explanation to individual affected via U.S. Mail.

E. GENERAL SECURITY REQUIREMENT-AT WORKSITE:

1. When performing work at a Sheriff-Coroner facility, all work areas shall be secured prior to the end of each workday.
2. Workmen shall have no contact, either verbal or physical, with inmates in any facility while performing work under this contract. Specifically:
 - a. Do not give names or addresses to inmates.
 - b. Do not receive any names or addresses from inmates.
 - c. Do not disclose the identity of any inmate to anyone outside the facility.
 - d. Do not give any materials to inmates.
 - e. Do not receive any materials from inmates (including materials to be passed to another individual or inmate).
3. Contractor's personnel shall not smoke or use profanity or other inappropriate language while on site.
4. Contractor's personnel shall not enter the facility while under the influence of alcohol, illegal controlled substances as defined under federal law, or other intoxicants, and shall not have such materials in their possession.



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5. Failure to comply with these requirements is a criminal act and can result in prosecution.
6. Contractor's personnel shall plan their activities to minimize the number of times they must enter and exit a facility, i.e., transport all tools, equipment, and materials needed for the day at the start of work and restrict all breaks to the absolute minimum.
7. Contractor's personnel shall follow any special security requirements issued by the on-site contact person or escort Deputy.
8. Contractor's personnel shall report either to the on-site contact person when leaving the facility, temporarily or at the end of the workday.
9. Contractor's personnel shall immediately report all accidents, spills, damage, unusual conditions and/or unusual activities to the on-site contact person or any Sheriff's Deputy.
10. Contractor's personnel shall securely close and check all gates and doors to ensure that they are tightly closed and locked as they enter and exit various areas of the County facilities.
11. Contractor's personnel shall restrict all activities to the immediate work site and adjacent assigned areas necessary to performing work under this Contract.
12. Contractor's personnel shall remain with the assigned escort at all times, unless otherwise directed by the on-site contact person.

F. POTENTIAL DELAYS/INTERRUPTIONS:

1. Contractor shall acknowledge that the primary purpose of the detention facilities is the safe and secure operation of those facilities.
2. Contractor's personnel who enter a Sheriff facility but have not passed the security screening, or who have falsified the security screening information are subject to immediate removal from the facility. Contractor's personnel who are assigned to work in a Sheriff facility who are determined to have outstanding wants or warrants may be detained by the Sheriff.
3. Contractor's personnel shall immediately comply with all directions and orders issued by Sheriff's personnel, other than changes regarding the quality or quantity of work, which will be controlled by County's project manager.
4. Contractor's personnel may be delayed or denied access to the facility due to unforeseen events that may affect the availability of security escorts.
5. Contractor's personnel may be ordered to leave a facility prior to the completion of their work or the end of the workday by unforeseen incidents occurring within secure environments. Such unforeseen incidents may also cause Contractor's personnel to be held inside the facility until the incident is resolved by the Sheriff's personnel.



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Contractor may be subject to an inventory requirement where the Contractor shall supply an inventory list of all tools. The Facility will use this list for verification of tools entering and exiting security. Any and all time required to comply with the tool inventory and control program will not be considered a compensable delay and no requests for equitable adjustment in time or additional compensation for this time will be considered.

- Signature Page follows -



The Parties hereto have executed this Contract MA-060-19010884 on the dates shown opposite their respective signatures below.

CONTRACTOR* Johnson Controls Fire Protection LP

Timothy Junior	Area Service Manager
Print Name	Title
<i>[Signature]</i>	7/12/19
Signature	Date
Robert Rios	Area Technical Manager
Print Name	Title
<i>[Signature]</i>	7/16/2019
Signature	Date

* If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth.

The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President.

The second corporate officer signature must be one of the following: a) Secretary; b) Assistant Secretary; c) Chief Financial Officer; d) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

County of Orange, a political subdivision of the State of California

Print Name Title

Signature Date

Approved by the Board of Supervisors: _____

Approved as to Form
Office of the County Counsel
Orange County, California

By: *[Signature]*
Deputy



ATTACHMENT A

Regional Cooperative Agreement RCA-017-18010010

RCA-017-18010010

FOR

FACILITY SECURITY EQUIPMENT, SYSTEMS AND SERVICES WITH
RELATED EQUIPMENT AND SUPPLIES

BETWEEN

COUNTY OF ORANGE

AND

SIMPLEXGRINNELL, LP





REGIONAL COOPERATIVE AGREEMENT (RCA)
CONTRACT NUMBER RCA – 017-18010010
BETWEEN
COUNTY OF ORANGE/PROCUREMENT OFFICE
AND
SIMPLEXGRINNELL, LP
FOR FACILITY SECURITY EQUIPMENT, SYSTEMS AND SERVICES WITH
RELATED EQUIPMENT AND SUPPLIES

This Agreement, RCA-017-18010010 for Facility Security Equipment, Systems and Services with Related Equipment, and Supplies (hereinafter referred to as “Contract”) is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California; (hereinafter referred to as “County”) and SimplexGrinnell, LP, with a place of business at 50 Technology Drive Westminster, MA 01441 (hereinafter referred to as “Contractor”), with County and Contractor sometimes referred to as “Party” or collectively as “Parties”.

ATTACHMENTS

This Contract is comprised of this document and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

Attachment A – Scope of Services
Attachment B – Payment / Compensation & Invoicing Instructions
Attachment C – Hourly Rates / Other Fees
Attachment D – NJPA Premiere Communications Standard
Attachment E - (NJPA) Contract Number 031517-SGL between
National Joint Powers Alliance (NJPA) and SimplexGrinnell, LP

RECITALS

WHEREAS, the County desires to enter into a Contract with the Contractor for facility security equipment, systems and services with related equipment and supplies; and

WHEREAS, National Joint Powers Alliance (NJPA) has entered into Contract Number 031517-SGL with SimplexGrinnell, LP for facility security equipment, systems and services with related equipment & supplies; and

WHEREAS, the Contractor is willing to provide facility security equipment, systems and services with related equipment & supplies specified in this Contract and Attachments A, B, C, D & E.

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

General Terms and Conditions:

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

- B. **Entire Contract:** This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or designee.
- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.
- E. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
- F. **Acceptance Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. **Warranty:** Contractor expressly warrants that the goods covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnitees as identified in paragraph "Z" below, and as more fully described in paragraph "Z," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "Z" below, it shall indemnify, defend and hold County and County Indemnitees

harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.

- I. **Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.
- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. **Performance Warranty:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.
- O. **Insurance Requirements:** Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work

on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2) Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

Coverage	Minimum Limits
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 combined single limit per occurrence
Workers' Compensation	Statutory
Employer's Liability Insurance	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per claims-made \$1,000,000 aggregate

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the *County of Orange its elected and appointed officials, officers, agents and employees* as Additional Insureds, or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN CONTRACT.***
- 2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the *County of Orange, its elected and appointed officials, officers, agents and employees* or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN CONTRACT.***

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

If Contractor's Professional Liability, is a "Claims-Made" policy, Contractor shall agree to maintain coverage for two (2) years following the completion of the Contract.

The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

P. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.

Q. **Change of Ownership:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

R. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.

S. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.

T. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "Z" below, Contractor agrees that it shall defend, indemnify and hold County and County INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

U. **Freight:** Intentionally Left Blank

V. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

- W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.
- X. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.
- Y. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- Z. **Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
- AA. **Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the Contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor

agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this Contract shall be forwarded to the County's project manager.

BB. Contingency of Funds: Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.

CC. Expenditure Limit: The Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

Additional Terms and Conditions:

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure facility security equipment, systems and services with related equipment & supplies from Contractor as further detailed in the Scope of Services, identified and incorporated herein by this reference as "Attachment A".
2. **Term of Contract:** This Contract shall commence upon execution of all necessary signatures, and shall be effective through and including, June 30, 2021 unless otherwise terminated by County. Renewals are contingent upon renewal of NJPA Contract 031517-SGL. The County does not have to give reason if it elects not to renew.
3. **Regional Cooperative Agreements (RCA)** issued by the County of Orange are intended to be used as cooperative agreements against which individual subordinate contracts may be executed by participating County departments during the effective dates outlined herein. The RCA terms, conditions, and pricing shall be extended to all subordinate contracts issued in accordance with the RCA. Subordinate contracts shall be in full force and effect through their agreed upon termination date, unless otherwise terminated by the department. County departments shall issue subordinate contracts in their own names, and be solely responsible for all payment requirements.
4. **Amendments – Changes/Extra Work:** The Contractor shall make no changes to this Contract without the County's written consent. In the event that there are new or unforeseen requirements, the County with the Contractor's concurrence has the discretion to request official changes at any time without changing the intent of this Contract.

If County-initiated changes or changes in laws or government regulations affect price, the Contractor's ability to deliver services, or the project schedule, the Contractor shall give the County written notice no later than seven calendar days from the date the law or regulation went into effect or the date the change was proposed by the County and the Contractor was notified of the change. Such changes shall be agreed to in writing and incorporated into a Contract amendment. Said amendment shall be issued by the County assigned Deputy Purchasing Agent, shall require the mutual consent of all parties, and may be subject to

approval by the County Board of Supervisors. Nothing herein shall prohibit the Contractor from proceeding with the work as set forth in this Contract.

5. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - a) Terminate the Contract immediately, pursuant to Section K herein;
 - b) Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
 - c) Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
 - d) Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
6. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.
7. **Conflict of Interest – Contractor's Personnel:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor's employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of the County.
8. **Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
9. **Contractor's License Requirements:** Contracts that include requirements for installation or state "furnish and install" require that the Contractors possess a valid California State Contractor's License at the time of contract award. If sub-contractors are used, they must also possess a valid California State Contractor's License. All businesses which construct or alter any building, highway, road, parking facility, railroad, excavation, or other structure in California must be licensed by the California State License Board (CSLB) if total cost, including labor and materials, of the project is \$300.00 or more. Failure to be licensed or to keep the license current and in good standing during the term of the contract with the County shall be grounds for contract revocation.
10. **Contractor Personnel – Drug Free Workplace:** The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
2. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. The organization's policy of maintaining a drug-free workplace;
 - c. Any available counseling, rehabilitation and employee assistance programs; and
 - d. Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
 - a. Will receive a copy of the company's drug-free policy statement; and
 - b. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for award of any future County contracts if the County determines that any of the following has occurred:

1. The Contractor has made false certification, or
 2. The Contractor violates the certification by failing to carry out the requirements as noted above.
11. **Contractor's Project Manager and Key Personnel:** Contractor shall appoint a Project Manager to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County's Project Manager, which consent shall not be unreasonably withheld.
- The Contractor's Project Manager shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. The County's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager from providing services to the County under this Contract. The County's Project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within five (5) business days after written notice by the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager. The County is not required to provide any additional information, reason or rationale in the event it The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.
12. **Contractor Personnel – Reference Checks:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract. Contractor's employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.
13. **Contractor Personnel – Uniform/Badges/Identification:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility under this Contract.

All Contractor's employees shall be required to wear uniforms, badges, or other means of identification which are to be furnished by the Contractor and must be worn at all times while working on County property. The assigned Deputy Purchasing Agent must be notified in writing, within seven (7) days of notification of award of Contract of the uniform and/or badges and/or other identification to be worn by employees prior to beginning work and notified in writing seven (7) days prior to any changes in this procedure.

14. **Contractor's Records:** The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned Deputy Purchasing Agent.
15. **Conditions Affecting Work:** The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.
16. **Data -- Title To:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.
17. **Debarment:** Contractor shall certify that neither Contractor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency. Where Contractor as the recipient of federal funds, is unable to certify to any of the statements in the certification, Contractor must include an explanation with the bid/proposal. Debarment pending debarment, declared ineligibility or voluntary exclusion from participation by any Federal department or agency may result in the bid/proposal being deemed non-responsible.
18. **Default -- Re-procurement Costs:** In case of Contract breach by Contractor, resulting in termination by the County, the County may procure the goods and/or services from other sources. If the cost for those goods and/or services is higher than under the terms of the existing Contract, Contractor will be responsible for paying the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due the Contractor. The price paid by the County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.
19. **Disputes -- Contract:**
 - A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the County's Project

Manager, such matter shall be brought to the attention of the County Deputy Purchasing Agent by way of the following process:

1. The Contractor shall submit to the agency/department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
 2. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.
- B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Deputy Purchasing Agent or his designee. If the County fails to render a decision within 90 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. Nothing in this section shall be construed as affecting the County's right to terminate the Contract for cause or termination for convenience as stated in section K herein.

20. **EDD Independent Contractor Reporting Requirements:** Effective January 1, 2001, the County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for services received from a "service provider" to whom the County pays \$600 or more or with whom the County enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to independent Contractors. An independent Contractor is defined as "an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for services performed for that ... government entity either in or outside of California."

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at http://www.edd.ca.gov/Employer_Services.htm

21. **Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected to unusual usage. The Contractor shall service the County during such an emergency or declared disaster

under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County's needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from the Contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.

22. **Equal Employment Opportunity:** The Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

23. **Equipment Maintenance Service:** Cleaning, inspecting, replacing all worn parts, lubricating, testing, and adjusting will be provided as required to maintain the equipment in satisfactory operating condition. The Contractor inspections will be completed during County work hours and will be coordinated with the agency/department having control of the equipment.
24. **Equipment Maintenance Service - Parts:** Contractor shall furnish and install all new parts, materials and lubricants which meet or exceed the original equipment manufacturer's specifications. Any parts other than those manufactured by the original equipment manufacturer shall be approved by the County before being incorporated in the work performed by the Contractor under this contract. The Contractor shall maintain a reasonable supply of the parts needed under this contract and maintain a reasonable supply system for the acquisition of additional parts, either immediately or with minimal delay.
25. **Gratuities:** The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any goods or services which the

Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

26. **Hazardous Conditions:** Whenever the Contractor's operations create a condition hazardous to traffic or to the public, the Contractor shall provide flagmen and furnish, erect and maintain control devices as are necessary to prevent accidents or damage or injury to the public at Contractor's expense and without cost to the County. The Contractor shall comply with County directives regarding potential hazards.

Emergency lights and traffic cones must also be readily available at all times and must be used in any hazardous condition. Emergency traffic cones must be placed in front of and behind vehicles to warn oncoming traffic.

Signs, lights, flags, and other warning and safety devices shall conform to the requirements set forth in Chapter 6 of the current traffic manual, Traffic Control for Construction and Maintenance Work Zones, published by the state of California Department of Transportation.

27. **Lobbying:** On the best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, the Contractor to any person influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative contract.

28. **News/Information Release:** The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County's Project Manager.

29. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor: Carlos A. Perez
Tyco SimplexGrinnell/Johnson Controls
12728 Shoemaker Avenue
Santa Fe Springs, CA 90670

County: Carmen Giron
County Procurement Office
1300 S Grand Ave. Bldg. A
Santa Ana, CA 92705

30. **Prevailing Wage (Labor Code 1773):** Pursuant to the provisions of Section 1773 et seq. of the California Labor Code, the Contractor shall comply with the general prevailing rates of per diem wages and the

general prevailing rates for holiday and overtime wages in this locality for each craft, classification, or type of worker needed to execute this Contract. The rates are available from the Director of the Department of Industrial Relations at the following website: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>. The Contractor shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates. The Contractor shall comply with the provisions of Sections 1775 and 1813 of the Labor Code.

31. **Precedence:** The Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.
32. **Price Increase/Decrease:** No price increases will be permitted during the first period of the price agreement. The County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the County of Orange. The County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed. Any price adjustment/change on products and/or services shall be reviewed and approved by NJPA prior to implementation.
33. **Remedies Not Exclusive:** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either party to any other remedies provided by law.
34. **Safety Data Sheets (SDS):** The Contractor is required to provide a completed Safety Data Sheet (SDS) for each hazardous substance provided to the County under the Contractor's Contract with the County. This includes hazardous substances that are not directly included in the Contract, but are included in the goods or services provided by the Contractor to the County. The provision of the SDSs must be in accordance with the requirements of California Labor Code Sections 6380 through 6399, General Industry Safety Order Section 5194, and Title 8, California Code of Regulations. The SDSs for each substance must be sent to the place of shipment or provision of goods/service.
35. **Subcontracting:** No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to subcontract any performance of this Contract without the express written consent of the County shall be invalid and shall constitute a breach of this Contract. Notification of use of a subcontractor will be presented as part of a quotation by SimplexGrinnell. An accepted quotation shall be deemed acceptance by County of subcontractor labor.

In the event that the Contractor is authorized by the County to subcontract, this Contract shall take precedence over the terms of the Contract between Contractor and subcontractor, and shall incorporate by reference the terms of this Contract. The County shall look to the Contractor for performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor must meet the approval of the County of Orange.

36. **Substitutions:** The Contractor is required to meet all specifications and requirements contained herein. No substitutions will be accepted without prior County written approval.

37. **Usage Reports:** The Contractor shall submit usage reports on an annual basis to the assigned Deputy Purchasing Agent of the County of Orange user agency/department. The usage report shall be in a format specified by the user agency/department and shall be submitted 90 days prior to the expiration date of the contract term, or any subsequent renewal term, if applicable.
38. **Waivers – Contract:** The failure of the County in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option contained herein shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.

- Signature Page Follows -

SIGNATURE PAGE

Parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

SIMPLEXGRINNELL LP*

**If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth. The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President.*

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

<u>Neil Bradshaw</u>	<u>Area General Manager</u>
Print Name	Title
<u>[Signature]</u>	<u>9/20/17</u>
Signature	Date

**The second corporate officer signature must be one of the following: 1) Secretary; 2) Assistant Secretary; 3) Chief Financial Officer; 4) Assistant Treasurer.*

<u>James W. Madson</u>	<u>Vice President Sales</u>
Print Name	Title
<u>[Signature]</u>	<u>09/25/17</u>
Signature	Date

COUNTY OF ORANGE, a political subdivision of the State of California

<u>Jeff Miller</u>	<u>Deputy Purchasing Agent – Supervising PCS</u>
Print Name	Title
<u>[Signature]</u>	<u>9/25/17</u>
Signature	Date

ATTACHMENT A
SCOPE OF SERVICES

1. INTRODUCTION / SERVICE OVERVIEW:

- 1.1 Contractor shall provide Fire Alarm/Suppression System Inspection, Testing, Maintenance and Repair Services to various County agencies and departments.
- 1.2 Types of equipment needing services, but not limited to, are: fire alarm system, smoke detectors, fire suppression system, fire sprinkler system, standpipe and hose system, fire service mains (backflow equipment), fire pumps, water storage tanks, fire hydrants, risers.
- 1.3 Services will be requested on an as-needed basis and usage is not guaranteed.
- 1.4 Fire alarm, Fire pump and fire sprinkler system replacement are not included in this Contract.
- 1.5 Contractor shall provide other miscellaneous / related services for as long as such request falls under any service categories / service coverage offerings per Attachment D - NJPA's Contract #031517-SGL.
- 1.6 Assignment of a Contract for these services in no way guarantees the Contractor work.
- 1.7 Various County agencies and departments will issue Subordinate Contracts based on the terms and conditions and pricing of this Regional Cooperative Agreement (RCA).

2. CONTRACT USAGE:

- 2.1 Agencies/departments utilizing this Contract will submit a scope of service and request a quote/proposal from Contractor. Services to agencies/departments will be "project specific" or at contracted hourly rate, on an as-needed basis.
- 2.2 Project specific means that Contractor shall propose the number of hours or a fixed fee required to provide needed services. County agencies/departments will provide detailed information (including but not limited to: the type of system to be serviced, frequency of services to be performed, system location, whether parts must be included in the quote/proposal or will be reimbursed, and any other relevant information) in their scope of services for the required project and/or multiple projects. The requesting agency/department will review and express acceptance of the quote/proposal. Agency/department will issue their subordinate contract prior to commencement of services.
- 2.3 Agency/Department subordinate contracts may require Board of Supervisor's approval in accordance with County's procurement policy.
- 2.4 Agencies/Departments must allow a minimum of five (5) working days for Contractors to respond to their quote/proposal.
- 2.5 Equipment may be added or deleted from the Subordinate Contract from time to time, at the discretion of the County. County shall notify Contractor when equipment has been added or removed. Contractor shall service added equipment at contracted hourly rates if applicable.

3. GENERAL DEFINITIONS

- 3.1 **Contractor's State License Board (CSLB):** The CSLB protects consumers by regulating the construction industry through policies that promote the health, safety and general welfare of the public in matters relating to construction. CSLB activities include administering examinations to test prospective licensees, issuing licenses, investigating complaints against licensed and unlicensed contractors, issuing citations, suspending or revoking licenses, and seeking administrative, criminal and civil sanctions against violators. Anyone performing construction work in California that totals \$500 or more in labor and materials must be licensed by CSLB.

- 3.2 **Electrical Contractor (C-10):** An electrical contractor places, installs, erects or connects any electrical wires, fixtures, appliances, apparatus, raceways, conduits, solar photovoltaic cells or any part thereof, which generate, transmit, transform or utilize electrical energy in any form or for any purpose.
- 3.3 **Fire Protection Contractor (C-16):** A fire protection contractor lays out, fabricates and installs all types of fire protection systems; including all the equipment associated with these systems, excluding electrical alarm systems.
- 3.4 **Inspection/Testing:** The critical appraisal and examination of equipment, system or facility to determine proper quality and condition according to manufacturer requirements.
- 3.5 **Maintenance/Repair:** The preservation or restoration of a piece of equipment, system, or facility to such condition that it may be effectively used for its designated purposes. The adjustment, overhaul, reprocessing or replacement of constituent parts of materials that are missing or have deteriorated by action of the elements or usage.
- 3.6 **Emergency Calls:** Shall be classified as an emergency at the discretion of the County. Generally, emergency calls will consist of correcting failures that constitute an immediate danger to personnel, threaten to damage property or threaten to disrupt daily operations.

4. CONTRACTOR RESPONSIBILITIES:

- 4.1 Contractor shall provide inspection, testing, maintenance and repair services to all requesting County departments and other government entities utilizing this Contract.
- 4.2 Contractor shall obtain County's approval and work closely with County Site Coordinator prior to commencing any inspections, testing, maintenance and repairs.
- 4.3 Contractor shall provide labor, supplies, tools, transportation (including travel) and all necessary materials/equipment to perform fire alarm/suppression system maintenance, inspection, repair, testing services in accordance with contract requirements, the California Code of Regulations (CCR), Title 19, Chapter 5, associated National Fire Protection Association (NFPA) standards (including 12A, 13, 14, 20, 25, 72, 96, and 291), appropriate manufacturer specifications, all applicable technical bulletins, trade, federal, state and local laws, ordinances, rules and regulations, including but not limited to laws applicable to the services at the time services are provided to and accepted by the County.
- 4.4 Contractor shall provide, when available, the latest version of software and all programming necessary for operation of system.
- 4.5 Contractor shall have and maintain a telephone answering system with a twenty-four (24) hour, seven-day per week service, capable of contacting and dispatching service personnel.
- 4.6 Contractor shall warrant all work under this Contract for a period of one (1) year (365 days) for parts and 90 days for labor from the date of acceptance.
- 4.7 Contractor's personnel responsible for working on projects for this Contract shall be specifically trained and qualified to perform all work according to manufacturer's instructions. Evidence of all qualifications of personnel, including a minimum of five (5) years of experience in their respective trade shall be provided to the Project Manager or designee as requested.
- 4.8 Only qualified service technicians can perform services. Apprentices or trainees are not acceptable.
- 4.9 All Contractor employees shall be identified by a distinctive company logo, emblem or patch attached in a prominent place on an outer garment and be easily recognizable as the Contractor for Fire Alarm & Suppression System Maintenance & Repair Services. Employee identification shall not be substituted for required County badges or passes.
- 4.10 Contractor shall comply with all applicable County department rules of conduct, policies, and procedures while on County premises.

- 4.11 Contractor staff utilizing County facilities shall be courteous to the public and County staff. Contractor staff shall direct all communication and inquiries to County Project Manager or designee.
- 4.12 Contractor shall provide a single point of contact (account representative and one backup) to support County requirements in the administration and use of this Regional Contract Agreement (RCA), including any subordinate agreements issued against the RCA by County agencies/departments or other government entities.
- 4.13 Contractor's personnel shall perform all work with the necessary skills and diligence consistent with professional standards for the industry and type of work performed under this Contract, pursuant to the governing rules and regulations of the industry.
- 4.14 Contractor must be certified/licensed to provide inspection, testing, maintenance and repair services for system/equipment from a wide array of manufacturers.

5. SERVICE REQUIREMENTS:

- 5.1 Contractor shall conduct inspection and/or test the systems to assure that the system is fully operational and/or identify any deficiencies that require correction. Deficiencies identified shall be repaired by Contractor. Subsequent inspections and tests shall be scheduled in accordance with manufacturer's recommended service intervals or as designated in the subordinate contract.
- 5.2 Contractor shall ensure that its inspection, testing, maintenance and repair services will not interrupt County operations except in those instances where such interruption is unavoidable and has been scheduled and approved in advanced by County.
- 5.3 Contractor shall have sufficient, qualified, trained, and certified/licensed technicians to service all types of systems/equipment under this Contract.
- 5.4 Contractor shall report to the County Project Manager or designee upon arrival at County facilities. Upon completion of services, the Contractor shall return to the Contract Project Manager or designee for approval of services performed.
- 5.5 All services shall be subject to inspection and approval of County either by the Project Manager or designee prior to acceptance and approval for payment.
- 5.6 After completion of services and/or inspection, Contractor shall provide a Service Report with recommendations if applicable to the County Project Manager or designee.
- 5.7 Contractor shall complete all services within the approved schedule time frame during County's regular working hours (between 8am to 6pm). Various County facilities may need testing, maintenance and repair services on the weekends. Contractor shall provide weekend services at contracted rates. No overtime work shall be performed without the express authorization of the individual department coordinator. Any overtime work performed without County's authorization will only be paid at contract hourly rates.
- 5.8 Contractor is responsible for providing sufficient personnel to accomplish the services in the amount of time indicated on their estimate or subordinate contract. If services is not completed within the estimated time frame and requires additional time and/or Contractor's payment of overtime, the County shall not be liable for reimbursement of additional hours or payment of overtime unless prior written approval is obtained from County.
- 5.9 Contractor shall provide repair services requested by the County Project Manager or designee as necessary to keep the system/equipment fully operational. Repair services shall include but not be limited to: installation of parts, repairing of parts, testing, troubleshooting, or any repair necessary to maintain the system/equipment.

- 5.10 Repair services performed outside of normal business hours must be approved in advance, in writing by the County Project Manager or designee.
- 5.11 The Contractor shall make every attempt to complete repairs within the same working day, unless the repair service requires parts that must be ordered, Contractor shall notify County of the number of days when parts will become available. Contractor shall complete repairs within two (2) working days after parts become available.
- 5.12 Emergency repairs may occur from time to time. Contractor shall respond immediately and must be on the job site and working within four (4) hours after receipt of an emergency call. If further labor (follow-up work) and parts are required to complete the repair, Contractor shall complete the repair within one (1) working day of parts/material becoming available. As outlined in NJPA Premier Communication Standards.
- 5.13 Contractor shall perform all testing in accordance with the manufacturer's specifications.
- 5.14 **Response Time** -- Contractor must acknowledge service calls via phone, on-site service call or e-mail within one hour of the placement of a service call. As outlined in NJPA Premier Communication Standards.
- 5.15 **Repair Services** - Contractor shall provide service repairs by the next business day on-site after a call is placed, during normal business hours between 8:00 AM. to 6:00 PM., Monday through Friday, unless otherwise specified by County. As outlined in NJPA Premier Communication Standards.
- 5.16 **Emergency Services** -- Contractor shall respond within one (1) hour after receiving the call from County and provide service repairs within four (4) hours of notification by County. Services are to be during normal business hours between 8:00 AM. to 6:00 PM., Monday through Friday, unless otherwise specified by County. Some County facility hours of operation are 24 hours/7 days a week. Emergency services may be requested at any given time, on any day (including holidays). Contractor shall be required to provide emergency services as requested at contracted rates. As outlined in NJPA Premier Communication Standards.

6. SCHEDULING REQUIREMENTS:

- 6.1 Contractor shall arrive at the project site as scheduled and all work shall be performed in a skillful and workmanlike manner by Contractor personnel that is trained and licensed appropriately for the work performed.
- 6.2 Contractor shall provide a schedule for the accomplishment of all scheduled inspection and testing for County to approve. The schedule must provide the location, system/equipment, service to be performed and frequency of services. Once approved by the Project Manager or designee, the Contractor shall strictly adhere to the schedule.
- 6.3 Contractor shall contact the Project Manager or designee a minimum of seven (7) days in advance to confirm the date and time of maintenance or service prior to performing work. Failure to confirm the date and time of maintenance or service may result in denied access to the facility.
- 6.4 Any proposed changes to the approved schedule must be submitted to the County's Project Manager for approval at a minimum of seven (7) calendar days prior to the scheduled work.
- 6.5 Contractor shall notify the building's central fire alarm station, Building Coordinator and all occupants in the immediate area that a functional system test is about to be conducted and again upon completion. Contractor shall leave the system in fully operational condition.
- 6.6 If repairs cannot be completed within normal work hours, then the affected area or system function shall be bypassed to allow the remaining portions of the system to remain operational.

7. LICENSE REQUIREMENTS:

- 7.1 Contractor shall maintain and continue to hold all fire protection system licensing and qualification requirements of the State of California including the Contractor's State License Board's Business & Professions Code Division 3, Chapter 9. Contractor's Article 4. Classifications, National Fire Protection Association, National Electric Code, Standard Plumbing Code, etc. and shall hold a C-16 and C-10 licenses.
- 7.2 Fees associated with said licenses and permits are the sole responsibility of the Contractor.

8. RECORDS AND REPORTS:

- 8.1 Contractor shall maintain detailed written records of each inspection, test, certification and maintenance/repair and provide a copy to the County Project Manager or designee ***within five (5) days of completion of work***. Report shall include at minimum: date of inspection, location, equipment type, description of services/repair, name and signature of service technician, description of any noted deficiencies and suggested corrective action, total labor hours (if applicable), name and signature of County employee certifying indicated services were performed, etc.
- 8.2 Contractor shall establish and maintain a complete history file for each location serviced. Files shall contain a listing of all equipment serviced, manufacturer's model number and brand, copies of all completed Service Call Work Authorizations, ITM Checklists, and any other information relevant to work performed on fire suppression systems.
- 8.3 Contractor shall provide County access to these files upon County's request. All records and copies of reports shall be provided to the County upon County's request.

9. MAINTENANCE, INSPECTION AND TESTING SERVICES:

- 9.1 The Contractor shall provide maintenance services including but not limited to:
- Tripping and resetting the system
 - Visual inspections
 - Cleaning and replacing hardware (nozzle, brass caps, fusible links, manual pull glass rods and burst discs, etc.) as required by the manufacturer's recommendations
 - Inspect all hangers/seismic bracing, pipe and fittings
 - Test all alarm devices main drain, anti-freeze solutions and nose nozzles
 - Maintain all types of valves and prior to freezing low point drains (dry pipe systems) will also be maintained
 - Replace, refill and re-charge chemicals as necessary to maintain safe, efficient operation in the Halon system, etc.
 - Replace nitrogen/Co2 high pressure cylinders, as necessary
 - Hydrostatically test all tanks and cylinders as required by accepted manufacturer's recommendations in accordance with provision in CCR Title 19
- 9.2 Contractor shall provide all necessary repairs, (including ground faults) services replacement parts, wiring, peripherals, control boards, and modules including batteries, as necessary, to maintain fire alarm/suppression systems in a safe and working condition.
- 9.3 Contractor shall perform all maintenance services at the manufacturer's suggested intervals and/or as specified in the Subordinate Contract and as necessary to maintain the optimum level of efficiency for each system/equipment. Services shall include, as applicable, but not be limited to: cleaning, oiling, lubricating, adjustment, calibration, alignment, timing, replacement of any filter, blowing and back

flushing, and operational testing of each system/equipment, and providing any necessary repairs and parts replacement, which may include valves, retard chambers, gauges, supervisory and flow alarm devices, water motor gongs and signage

- 9.4 Contractor shall affix a service tag to each riser, charging stem or system at the time of service or maintenance in accordance with CCR Title 19 and shall notify the County or designee of all system outages and or repairs prior to the commencement of work.

10. PARTS REPLACEMENTS:

- 10.1 Contractor shall provide all repair parts, and other materials required to complete the work. Contractor shall notify County of all parts costs and obtain County's approval prior to proceeding with services.
- 10.2 Contractor shall be reimbursed for the cost of parts for hourly rate projects unless otherwise specified in the subordinate contract. A copy of the part receipt(s) must be submitted with the invoice for reimbursement. The County reserves the right to purchase repair parts independently.
- 10.3 Incidental materials and supplies that are necessary to conduct repairs/maintenance are not reimbursable. Examples of incidental materials and supplies include, but are not limited to, solder, lead, flux, electrical connectors, electrical tape, fuses, nails, screws, bolts, nuts, washers, spacers, masking tape, sand paper, solvent, cleaners, lubricants, grease, oil, rags, mops, glue, epoxy, spackling compound, joint tape, gases, refrigerants, refrigeration fittings, plumbers tape and compound, clips, welding rods, heat sinks, touch up paint and plumbing fitting.
- 10.4 All parts shall be new and shall meet or exceed the original equipment manufacturer's specifications.
- 10.5 Any parts other than those manufactured by the original system/equipment manufacturer shall be approved by the County Project Manager or designee before they are utilized.
- 10.6 Contractor shall maintain sufficient materials on hand to provide services under this Contract. Lack of availability of materials shall not relieve the Contractor from the requirement to complete services within the time limits specified in the contract.

11. SAFETY REQUIREMENTS:

- 11.1 Contractor shall take all reasonable precautions, as directed by the County, or in the absence of such direction, in accordance with sound industrial practices, to safeguard and protect County property and adjacent property. Damages caused by Contractor's negligence shall be repaired at Contractor's cost.
- 11.2 Contractor shall keep work areas clean and free from any debris, rubbish, and hazardous waste. Contractor shall dispose of such waste at the completion of work at Contractor's expense, off of County property. Hazardous wastes must be disposed of in accordance with all applicable federal, state and local laws and regulations.
- 11.3 Contractor is responsible for advising Contractor's employees of all environmental and hazardous materials handling laws and regulations and is also required to have and maintain Material Safety Data Sheets (MSDS) on all materials that are so required by State and Federal laws and/or regulations.
- 11.4 Contractor shall submit to the County a full report of damage to County property and/or equipment by Contractor's employees. All damage reports shall be submitted to the Project Manager within twenty-four (24) hours of the occurrence.
- 11.5 Contractor shall furnish, erect and maintain all warning devices, i.e., barricades, cones, etc. as required or necessary to ensure the safety of the public, County, and Contractor's workers.

12. COUNTY RESPONSIBILITIES:

- 12.1 County agencies/departments shall schedule and coordinate necessary services with Contractor. County shall provide County's contact person/designee's information in the subordinate contract.

12.2 County shall be responsible for the fire pump and fire sprinkler replacement.

13. SECURITY REQUIREMENTS:

- 13.1 The County operates several secured facilities: most notable are several Probation, Sheriff and Airport operated sites. Contractors and their employees who perform services in County secure facilities will be required to strict operation policies and may be required to pass a background check prior to their employment due to security requirements for certain facilities covered under this Contract. During performance of the work, especially at detention facilities, workers shall closely monitor all tools, equipment and other materials at all times. Workers shall have no contact verbal or physical, with any inmate of these facilities. These policies have been designed with the primary purpose of ensuring a safe and secure environment for all involved.
- 13.2 The Contractor will provide a list of all personnel/employees who will be directly performing tasks associated with the Contract. Contractor's personnel/employees providing service in a secured detention facility, a Probation facility or a Sheriff's facility, will be expected to pass two (2) separate background checks performed by the Orange County Sheriff's Department and the Orange County Probation Department. No changes shall be authorized to the approved list without a request in writing submitted by the Contractor and approved by the County Site Coordinator. At no time will unauthorized Contractor employees perform any task associated with this Contract. If this occurs, the Contractor will be notified that they have not complied with the terms of this Contract and are subject to Contract termination. The list of all Personnel/Employees working on County projects shall be submitted prior to award of this Contract.
- 13.3 Contractor shall prepare and submit a Security Clearance form to the County Site Coordinator for all persons who will be working on or who will need access to secured facilities.
- 13.4 Security Clearance forms shall be submitted at least five (5) working days prior to the start of work or prior to the use of any person subsequent to the start of work.
- 13.5 Said Security Clearance forms shall be thoroughly and accurately complete. Omissions or false statements, regardless of the nature or magnitude, may be grounds for denying clearance.
- 13.6 No person shall be employed on this work who has not received prior clearance from the Probation Department, Sheriff's Department or John Wayne Airport.
- 13.7 The County, John Wayne Airport, the Probation Department and the Sheriff's Department are not under any obligation to give a reason clearance is denied.
- 13.8 The Contractor shall be responsible to sign in with the County Site Coordinator or designee, as required. Upon arrival at any secure facility (e.g., JWA, Probation) the Contractor shall report to the Central Control Center (Control). Contractor personnel shall have no contact, either verbal or physical, with internees in secured detention facilities.

Specifically:

- (a) Do not give names or addresses to internees.
- (b) Do not receive any names or addresses from internees.
- (c) Do not disclose the identity of any internee to anyone outside the facility.
- (d) Do not give any materials to internees.
- (e) Do not receive any materials from internees (including materials to be passed to another individual or internee).

**Failure to comply with these requirements is a criminal act and can result in prosecution.*

- 13.9 Any Contractor personnel/employee(s) engaged in the performance of work under this Contract shall be expected to pass the screening requirements and abide by all of the security requirements set forth by the Federal Aviation Administration (FAA) and the County of Orange.

"The Federal Aviation Administration (FAA) approved security program for John Wayne Airport requires that each person issued a John Wayne Airport security badge is made aware of his/her responsibilities regarding the privilege of access to restricted areas of the airport".

All persons within the restricted air operation areas of the airport are required to display, on their person, a John Wayne Airport security badge, unless they are specifically exempted for reasons or they are under escort by a properly badge individual. Each airport employee or airport tenant employee who has been issued a John Wayne Airport security badge is responsible for challenging any individual who is not properly displaying an airport issued or approved and valid identification badge. Any person who is not properly displaying or who cannot produce a valid John Wayne Airport security badge must immediately be referred to the Sheriff's Department Airport Detail Office for proper handling.

The John Wayne Airport security badge is the property of the County of Orange and must be returned upon termination of employment at John Wayne Airport. The loss of a badge shall be reported within twenty-four (24) hours to the Sheriff's Department Airport Dispatch Center (949) 252-5000. A report shall be made before a replacement badge will be issued.

- 13.10 All vehicles parked on-site shall be locked and thoroughly secured at all times.
- 13.11 All equipment and materials shall remain in the Contractor possession at all times and shall never be left unattended. All lost or misplaced equipment or materials shall be reported immediately to the (a) security staff or Control in secured detention facilities or (b) the escort or Control in Sheriff's facilities.
- 13.12 Personnel shall not smoke or use profanity or other inappropriate language while on-site.
- 13.13 Personnel shall not enter the facility while under the influence of alcohol, drugs or other intoxicants and shall not have such materials in their possession.
- 13.14 Personnel shall plan their activities to minimize the number of times they must enter and exit a facility, i.e., transport all equipment and materials needed for the day at the start of work and restrict all breaks to the absolute minimum.
- 13.15 Contractor employee(s) shall be well-disposed to the public and County staff utilizing the facilities but shall be responsive only to the requests of the County Site Coordinator unless otherwise directed and shall direct all inquiries or requests to the County Site Coordinator.

ATTACHMENT B**COMPENSATION / PAYMENT & INVOICING INSTRUCTIONS**

COMPENSATION: The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder.

PAYMENT TERMS: Invoices are to be submitted in arrears to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Vendor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

INVOICING INSTRUCTIONS: The Contractor will provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:

1. Contractor's name and address
2. Contractor's remittance address, if different from 1 above
3. Name of County Agency/Department
4. Delivery/service address
5. Master Agreement (MA) or Purchase Order (PO) number
6. Date of order
7. Product/service description, quantity, and prices
8. Sales tax, if applicable
9. Freight/delivery charges, if applicable
10. Total

PAYMENT - ELECTRONIC FUNDS TRANSFER (EFT): The County of Orange offers contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to the County of Orange via an EFT Authorization Form. To request a form, please contact the agency/department representative listed in the contract.

ATTACHMENT C
HOURLY RATES / OTHER FEES

JOB CLASSIFICATIONS	HOURLY RATE
Sprinkler Inspector	
Regular Hours	\$ 167.50
After Hours	\$ 251.25
Sundays & Holidays	\$ 335.00
Overtime After Hours	\$ 251.25
Fire Alarm Technician	
Regular Hours	\$ 215.00
After Hours	\$ 322.50
Sundays & Holidays	\$ 430.00
Overtime After Hours	\$ 322.50
Sprinkler Fitter	
Regular Hours	\$ 167.50
After Hours	\$ 251.25
Sundays & Holidays	\$ 335.00
Overtime After Hours	\$ 251.25

I. MATERIALS:

- Contractor must supply back-up paperwork for all materials purchased that exceeds \$100.00
- Cost plus 20% mark-up
- Materials mark-up shall not exceed 20%

II. EQUIPMENT:

- Contractor's equipment shall be charged at hourly rates including equipment operators
- Contractor must supply backup paperwork for costs that exceeds \$100.00
- Hourly rate plus 10% mark-up
- Equipment mark-up shall not exceed 20%

III. PERMITS:

- Contractor must supply backup paperwork for all permits
- Permit plus 0% mark-up
- Permits mark-up shall not exceed 20%

ATTACHMENT D**NJPA PREMIERE COMMUNICATION STANDARDS****EMERGENCY CALL:**

- System/unit is not operational and backup system/unit is not available
- Life safety and property protection is non-existent **OR**
- Assets are in imminent danger or significant damage
- Technician will be dispatched within 3 hours, unless a different time frame is required by applicable law
- Minimum charge is 3 hours
- Maximum travel charge is 4 hours

PRIORITY CALL:

- System/unit is operational and maintenance or service work is required to maintain system/unit integrity
- Technician will be on site within 24 hours
- Minimum charge is 3 hours
- No travel charge

THREE DAY SERVICE CALL:

- System/unit is operational; general repair is required
- Technician will be on site within three (3) business days
- No minimum hourly charge
- No travel charge

SCHEDULED CALL:

- System/unit is operational
- Planned appointment for inspection, maintenance, and/or service work
- Technician will be on site within fourteen (14) calendar days
- No minimum hourly charge
- No travel charge

*** All service rates will be billed according to NJPA preferred hourly service rates.**

EMERGENCY CALL SERVICE NUMBER: (877)-856-7233

ATTACHMENT E

National Joint Powers Alliance (NJPA)

Contract Number 031517-SGL

&

NJPA Form E – Contract Acceptance and Award

- Please See Separate Attachments -



**AMENDMENT NUMBER ONE
TO CONTRACT NUMBER RCA-017-18010010
BETWEEN
COUNTY OF ORANGE PROCUREMENT OFFICE
AND
JOHNSON CONTROLS FIRE PROTECTION LP
(FORMERLY KNOWN AS SIMPLEXGRINNELL LP)
FOR FACILITY SECURITY EQUIPMENT, SYSTEMS AND SERVICES WITH
RELATED EQUIPMENT AND SUPPLIES**

This Agreement, hereinafter referred to as "Amendment" is made and entered into upon execution of all necessary signatures between the County of Orange, a political subdivision of the State of California, (hereinafter referred to as County) and Johnson Controls Fire Protection LP (formerly known as SimplexGrinnell LP), with a place of business at 4700 Exchange Court, Suite 300 Boca Raton FL 33431, (hereinafter referred to as Contractor) which are sometimes individually referred to as "Party", or collectively referred to as "Parties".

WHEREAS, County and Contractor entered into Contract Number RCA-017-18010010 for Facility Security Equipment, Systems and Services with Related Equipment and Supplies, commencing on September 25, 2017 and expiring on June 30, 2021; and

WHEREAS, a Merger took place and Contractor changed its name from SimplexGrinnell LP to Johnson Controls Fire Protection LP and is officially incorporated with the State of Delaware as Johnson Controls Fire Protection LP;

NOW, THEREFORE, in consideration of the mutual obligations set forth herein, both County and Contractor agree as follows:

CORPORATE NAME CHANGE

1. Due to a merger, Contractor changed its name from SimplexGrinnell LP to Johnson Controls Fire Protection LP, and is officially incorporated with the State of Delaware as Johnson Controls Fire Protection LP, which assumes the rights and obligations of SimplexGrinnell under the Original Agreement, and accepts and agrees to all terms and conditions of the Original Agreement as executed and amended herein. "SimplexGrinnell LP" as used throughout the Original Agreement is amended to include Johnson Controls Fire Protection LP for purposes of this Contract.
2. A true and correct copy of the Original Agreement, contract number RCA-017-18010010, is attached hereto as Exhibit A and incorporated by this reference.
3. All other provisions of the Original Agreement, except as amended herein and to the extent they are not inconsistent with this Amendment Number One, shall remain unchanged and in full force and effect.
4. This Amendment modifies the Contract only as expressly set forth above. This Amendment does not modify, alter or amend the Contract in any other way whatsoever.

Signature Page follows

SIGNATURE PAGE

Parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

JOHNSON CONTROLS FIRE PROTECTION LP*

**If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth. The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President.*

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

<u>Timothy Junior</u>	<u>Area Service Manager</u>
Print Name	Title
<u>[Signature]</u>	<u>6/21/18</u>
Signature	Date

**The second corporate officer signature must be one of the following: 1) Secretary; 2) Assistant Secretary; 3) Chief Financial Officer; 4) Assistant Treasurer.*

_____	_____
Print Name	Title
_____	_____
Signature	Date

COUNTY OF ORANGE, a political subdivision of the State of California

<u>Carmen Giron</u>	<u>Deputy Purchasing Agent</u>
Print Name	Title
<u>[Signature]</u>	<u>6/28/18</u>
Signature	Date



SUBORDINATE CONTRACT

ATTACHMENT B

Scope of Work

Coroner Facility

The services shall consist of inspection, maintenance and testing of the entire fire system and sprinkler system, excluding fire pumps and associated controls in accordance with all applicable regulatory requirements. The Contractor shall ensure all fire systems remain operational and in compliance with State and Local Fire Code at all times for the Sheriff-Coroner Facility located at 1071 W. Santa Ana Blvd., CA 92703.

Contractor shall perform all of the following responsibilities and duties in accordance with the RCA Scope of Work and as described below :

1. INSPECTION AND TESTING:

A. Fire Sprinkler System:

1. Test and Inspect 100% of fire sprinkler system components each year per NFPA 25 CA Edition including, but not limited to an annual main drain test and three (3) additional quarterly visual inspections.
 - a. Water Flow Devices
 - b. Tamper Devices
 - c. Control Valve Devices
 - d. Pressure Devices
 - e. Sprinkler Heads
 - f. Piping
 - g. Post Indicator Valves (PIV)
2. Conduct quarterly inspections and tests of the fire sprinkler system components the first week of the first month of each quarter commencing with the first month after the start of the Contract.
3. Conduct a semi-annual pre-action system test and inspection of the fire sprinkler system components at the Coroner Facility.
4. Maintain a record of each inspection and each test. Contractor shall provide original report to the County Project Manager within (5) working days in accordance with the RCA.



SUBORDINATE CONTRACT

B. Minimum Requirements for Inspections and Testing

1. Control Panels:

- a. Visually inspect the control panels, relay contacts and connectors
- b. Ensure all lamps and switches are properly labeled and readable
- c. Clean the control panels, all relays and all connections
- d. Check the tightness of all connections
- e. Activate each zone and test proper operation of:
 - a. Zone Lights
 - b. Trouble Lamps and Devices
 - c. Output to Remote Annunciator
 - d. City Connection
 - e. Auxiliary Functions
- f. Adjust the control components in accordance with the manufacturer's specifications
- g. Ensure control panels are fully functional in regular mode and emergency power mode
- h. Ensure operating instructions are conspicuous

2. Smoke Detectors and Duct Detectors:

- a. Visually inspect for damage
- b. Clean to remove any dirt, dust and/or deposits OR replace with a backup detector that has previously been cleaned.
- c. Test for proper operation by injecting smoke into the detection chamber (3-5 second response)
- d. Test for trouble reporting by removing detector from circuit
- e. Check operation of any indicator lamps or auxiliary relays
- f. Test for proper operation in trouble condition

3. Heat Detectors:

- a. Visually inspect for damage
- b. Clean to remove any dirt, dust and/or deposits OR replace with a backup detector that have previously been cleaned. County Project Manager shall determine whether removal or replacement shall take place.
- c. Test for proper operation by increasing the temperature on rate of rise type detectors (15° per minute) OR test wiring on fixed temperature detectors by shorting across the terminals. County Project Manager shall direct which test shall be performed.
- d. Test for trouble reporting by removing a detector wire from circuit (at the device, not the panel)
- e. Test for proper zone annunciation
- f. Test for proper operation in trouble condition



SUBORDINATE CONTRACT

4. Manual Pull Stations:
 - a. Visually inspect for damage
 - b. Replace any missing or broken rods
 - c. Test for proper operation by pulling station handle
 - d. Test for proper zone annunciation
 - e. Test for proper operation in trouble condition by removing wire from terminal strip
 - f. Adjust set screws and switches
5. Audible Devices:
 - a. Visually inspect for damage
 - b. Check devices for proper (maximum) audibility
 - c. Adjust devices in accordance with the manufacturer's specifications (proper decibel levels)
 - d. Check devices for proper sound quality
 - e. Test for proper operation in trouble condition by removing wire from the device (at the device, not the panel)
6. Visual Devices:
 - a. Visually inspect for damage
 - b. Clean all devices
 - c. Check devices for proper (maximum) visibility
 - d. Test for proper operation in trouble condition by removing wire from the device (at the device, not the panel)
7. Flow and Tamper Devices:
 - a. Visually inspect for damage
 - b. Test by opening the inspection test valve on the sprinkler system (activation should occur within 90 seconds)
 - c. Verify proper zone annunciation
 - d. Test for proper operation in trouble condition by removing wire from the device (at the device, not the panel)
 - e. Test that removal of tamper switch cover initiates a trouble report
 - f. Adjust devices in accordance with the manufacturer's specifications
8. HVAC Shut Down:
 - a. Test for proper system shut down upon alarm
 - b. Test for proper system restart upon end of alarm
 - c. Test for proper smoke damper closer upon alarm (verify audibly)
 - d. Test for proper smoke damper re-open upon reset of alarm (verify audibly)
9. Door Release Devices:
 - a. Visually inspect for damage



SUBORDINATE CONTRACT

- b. Test for proper release upon alarm
- c. Test to ensure door closes quickly and completely

10. Batteries

- a. Visually check for any leakage or corrosion
- b. Clean any corrosion from terminals
- c. Check the tightness of all connections
- d. Adjust the charge rate in accordance with the manufacturer's specifications
- e. Disconnect electrical (AC) power and test the system while on (DC) battery power
- f. Load test the batteries annually in accordance with the manufacturer's specifications

2. MATERIALS:

- A. All parts and materials shall be new and shall meet or exceed the original equipment manufacturer's specifications.
- B. Any parts other than those manufactured by the original equipment manufacturer shall be approved by the County Project Manager before they are utilized.
- C. Contractor shall maintain a reasonable supply of parts.
- D. Contractor shall maintain a reasonable supply system for acquisition of additional parts either immediately or with minimal delay.

3. MAINTENANCE:

A. Smoke Detectors:

- 1. Clean 100% of all smoke and/or duct detectors annually
- 2. Perform a sensitivity test of all smoke and/or duct detectors annually.
- 3. Follow the manufacturer's instructions in cleaning and testing smoke detectors.

B. General:

- 1. Inspect, test, adjust and clean fire alarm system as needed.
- 2. Perform preventative maintenance on the system as needed to maintain the system in operational condition at all times.
- 3. Initiate repairs in accordance with the requirements herein.
- 4. Maintain the entire fire protection system in operable condition at all times.
- 5. Maintain a record of all maintenance service. Contractor shall provide original report to the County Project Manager within (5) working days in accordance with the RCA.



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4. REPAIRS:

A. Routine Repairs and Replacements:

1. Identify all repairs or replacements needed to maintain the fire system. This consists of fire alarm, sprinkler systems and associated controls in conjunction with scheduled inspections, tests and maintenance operations, in response to system trouble alarms or in response to trouble calls.
2. Any as-needed additional repair needs identified to be coordinated with the County Project Manager. A quote for labor and materials charges must be approved prior to completion of work.
3. Provide all identified repairs or replacements and associated controls.
4. Provide a service call report (work order) detailing the work performed. Leave a copy of the report on site with the Sheriff's representative who signs the report and send a signed copy with the Contractor's invoice. The report shall include the following:
 - a. Time of arrival
 - b. Time of departure
 - c. Brief summary of the request
 - d. Detailed summary of the work performed
 - e. Summary of any additional work required or recommended
 - f. Signature of Sheriff's representative on service report.

B. Emergency Repairs and Replacements:

1. Respond to trouble alarms or requests for emergency service within hour (4) hours after the alarm or the request.
2. Identify all repairs or replacements needed to maintain the fire system. This consists of fire alarm and sprinkler systems, excluding fire pumps and associated controls.
3. Provide all identified repairs or replacements, excluding fire pumps and associated controls.
4. Prepare a service call report detailing the work performed and deliver a copy of the report to the County Project Manager no later than 5:00 p.m. (Pacific Time) of the next business day. The report shall include the following:
 - a. Time of arrival
 - b. Time of departure
 - c. Brief summary of the request
 - d. Detailed summary of the work performed
 - e. Summary of any additional work required or recommended
 - f. Name of County personnel who initiated the emergency repair services
 - g. Work order or event number



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5. SPECIAL REQUIREMENTS:

- A. Contractor shall comply with all Fire Code regulations, including American National Standard Institute/National Fire Protection Association 72 (ANSI/NFPA 72) and American National Standard Institute/National Fire Protection Association 25 (ANSI/NFPA 25) and/or requirements of the local Fire Authority.
- B. Contractor shall perform all testing in accordance with the manufacturer's specifications and/or recommendations and regulatory agency requirements.
- C. Contractor shall prepare and submit all reports on inspections, testing and services as required by the responsible regulatory agency to the County Project Manager within three (3) business days of performance of such work. Contractor shall provide a copy of reports and proof of submittal upon request by County.
- D. This Contract is intended to provide full maintenance and repair services required for operation and maintenance, including software, of the fire system. This consists of fire alarm and sprinkler systems, excluding fire pumps and associated controls in order to meet the minimum requirements of applicable federal, state and local authorities.
- E. Contractor shall furnish all tools, equipment, parts and instruments required to maintain and test the system in accordance with these requirements. This includes any special diagnostic or adjustment tools, equipment or instruments, excluding back-up batteries.
- F. Contractor shall inspect and/or test the system upon award of Contract to assure Contractor that the system is fully operational and/or identify any deficiencies that require correction. Thereafter, the Contractor shall be fully responsible for the maintenance and repair of the fire system. This shall be scheduled on the first week of the start date of the Contract. A complete written report is due to the County Project Manager during the first month of the Contract as specified in the RCA Scope of Work, Item 8, entitled Records and Reports.
If repairs, alterations or additions are made to the system by others, Contractor shall inspect and/or test the affected portions of the system to ensure they are fully operational and/or identify any deficiencies.
- G. Contractor shall ensure that the inspection, testing, maintenance and repair services performed will not interrupt County operations, except in those instances where such interruption is unavoidable, has been scheduled, and the facility occupants have been duly notified.
- H. Contractor shall repair or replace, at the option of the County Project Manager, all damage to facilities, grounds, equipment, furnishings, etc., caused by its operations within two (2) working days after damage. Exception: Urgent repairs shall be completed immediately and are determined by the County Project Manager.

6. GENERAL REQUIREMENTS:

- A. Contractor shall furnish and maintain a telephone answering system with twenty-four (24) hour, seven (7) days per week service, capable of contacting and dispatching service personnel.



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- B. Contractor shall provide trained and experienced service technicians. Each service technician shall be knowledgeable and capable of diagnosing and repairing problems with both electrical and mechanical portions of the fire system and sprinkler system.
- C. Contractor shall perform all work in accordance with generally accepted industry practice for safe and efficient operation.
- D. Contractor shall maintain a record of all inspections, tests, services and repairs. Contractor shall provide original report to the County Project Manager.
- E. In order to receive payment, all of the above requirements must be met. The inspections, general maintenance, test results, repair and certification reports must be submitted with monthly, quarterly, semi-annual and annual invoice(s) and a work order describing the service and the work order must be signed by the Facility County Representative.

7. LICENSE REQUIREMENTS:

- A. Contractor shall be licensed in accordance with the Contractor's State License Board's Business & Professions Code, Division 3, Chapter 9, Contractors, Article 4, Classifications, National Electrical Code, Standard Plumbing Code, etc and shall hold a C-16 and C-10 licenses in accordance with the RCA and shall provide proof of licenses upon request by the County Project Manager.
- B. Contractor's personnel shall be factory trained, certified and shall be experienced in service of the specific equipment included in this Contract.

8. GENERAL CONDITIONS:

- A. All work shall be subject to inspection and approval of either the County Project Manager or a designated representative prior to acceptance and approval for payment.
- B. Contractor personnel shall be courteous to the Public and County staff utilizing the facilities but shall be responsive only to the requests of the County Project Manager or other authorized representative designated by the County Project Manager.
- C. Contractor personnel shall direct all inquiries or requests to the County Project Manager.
- D. In order to receive payment, all of the above requirements must be met. The inspections, general maintenance, test results, repair and certification reports must be submitted with monthly, quarterly, semi-annual and annual invoice(s) and a work order describing the service and the work order must be signed by the Facility County Representative.

9. COORDINATION:

- A. Facilities Operations Service Desk; 714-935-6606
- B. Watch Commander (After hours dispatch) 714-935-6606
- C. County Project Manager; Glenn Blounts 714-935-6278

10. SCHEDULING:

- A. All work shall be performed during normal working hours, in coordination with County Project Manager. Recommended service hours are 7:00 a.m. to 5:00 p.m. (Pacific Time) except emergencies.



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If complete repairs cannot be completed within normal work hours, the affected area or system function shall be bypassed to allow the remaining portions of the system to remain operational.

- B. Contractor shall contact the County Project Manager to schedule and/or confirm the date and time of maintenance or service a minimum of one (1) business day prior.

Failure to schedule and/or confirm the date and time of maintenance or service work may result in: (1) denied access to the facility at no cost to the County for any consequential cost and/or (2) denied payment for any maintenance or service performed.

11. EQUIPMENT:

Fire Alarm equipment locations:

Mechanical Room Room 048

Electrical Room Room 216

Telecommunication Room Lobby

Equipment List:

Qty	Description	Model	Manufacturer	C.S.F.M Number
1	Fire Alarm Control Panel	AFP400	Notifier	7165-0028:181
3	Audio/Visual Power Supply	PS-12/24-8	Wheelock	7315-0785:149
2	Fire Alarm Control Module	FCM-1	Notifier	7300-0028:202
4	Fire Alarm Relay Module	FRM-1	Notifier	7300-0028:202
2	Fire Alarm Monitor Module	FMM-1	Notifier	7300-0028:202
3	Fire Alarm Dual Monitor Module	FDM-1	Notifier	7300-0028:202
14	Manual Pull Station	NBG-12LX	Notifier	7150-0028:199
61	Area Heat Detector (Addressable-Photo)	FSP-751 B710LP	Notifier	7272-1209:192
1	Area Heat Detector (Addressable)	FST-751- B710LP	Notifier	7270-0028:196
7	Air Handling Duct Smoke Detector (Photo)	FSD-751P	Notifier	3240-0028:205
28	Fire Alarm Horn/Strobe	AS24MCFW (White) 15cd	Notifier	7125-0785:131
15	Fire Alarm Horn/Strobe	AS24MCFW (White) 30cd	Wheelock	7125-0785:131
13	Fire Alarm Horn/Strobe	AS24MCFW (White) 75cd	Wheelock	7125-0785:131



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6	Fire Alarm Horn/Strobe	AS24MCWFW (White) 75cd	Wheelock	7125-0785:131
26	Fire Alarm Strobe	RSS24MCWFW (White) 15cd	Wheelock	7125-0785:131
1	Fire Alarm Strobe	RSS24MCWFW (White) 30cd	Wheelock	7125-0785:141
2	Fire Alarm Strobe	RSS24MCWFW (White) 75cd	Wheelock	7125-0785:141
3	Fire Alarm Horn/Strobe	ASWP2475WR	Wheelock	7125-0785:141
1	Fire Alarm Horn/Strobe	ASWP2475WR	Wheelock	7125-0785:131
1	Audible/Visual Dual Sync. Module	DSM-12/24	Wheelock	7300-0785:132
2	Remote Test Station	RTS451	System Sensor	7300-1209:129
2	Sprinkler Valve Tamper – F.B.O.	OSY2	Notifier	7770-1209:149
2	Sprinkler Valve Flow – F.B.O.	WFD	Notifier	7770-1209:140
1	Pre-action Control Panel	PFC-4410	Potter	
1	Riser	Potter	Potter	
1	Monitor Panel/Dialer	SK5104	Notifier	
1	Fire Hydrant	2002-584	Mueller	
1	Fire Hydrant	2002-T50WP	Clow Valve	

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Emergency Operations Center Facility

The services shall consist of inspection, maintenance and testing of the entire fire system, including FM200 Clean Agent System, sprinkler system and fire pumps and associated controls in accordance with all applicable regulatory requirements. The Contractor shall ensure all fire systems remain operational and in compliance with State and Local Fire Code at all times for the Sheriff's Emergency Operations Center (EOC) located at 2644 Santiago Canyon, Silverado, CA 92676.

Contractor shall perform all of the following responsibilities and duties in accordance with the RCA Scope of Work and as described below:

1. INSPECTION AND TESTING:

A. Fire Sprinkler System:

1. Test and Inspect 100% of fire sprinkler system components each year per NFPA 25 CA Edition including, but not limited to an annual main drain test and three (3) additional quarterly visual inspections.
 1. Water Flow Devices
 2. Tamper Devices
 3. Control Valve Devices
 4. Pressure Devices
 5. Sprinkler Heads
 6. Piping
 7. Risers and Fire Hydrants
2. Conduct quarterly inspections and tests of the fire sprinkler system components the first week of the first month of each quarter commencing with the first month after the start of the Contract.
3. Conduct a semi-annual pre-action system test and inspection of the fire sprinkler system components at the EOC Facility.
4. Maintain a record of each inspection and each test. Contractor shall provide original report to the County Project Manager within (5) working days in accordance with the RCA.

B. Minimum Requirements for Inspections and Testing

1. Control Panels:

1. Visually inspect the control panels, relay contacts and connectors
2. Ensure all lamps and switches are properly labeled and readable
3. Clean the control panels, all relays and all connections



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4. Check the tightness of all connections
 5. Activate each zone and test proper operation of:
 - a. Zone Lights
 - b. Trouble Lamps and Devices
 - c. Output to Remote Annunciator
 - d. City Connection
 - e. Auxiliary Functions
 6. Adjust the control components in accordance with the manufacturer's specifications
 7. Ensure control panels are fully functional in regular mode and emergency power mode
 8. Ensure operating instructions are conspicuous
2. Smoke Detectors and Duct Detectors:
1. Visually inspect for damage
 2. Clean to remove any dirt, dust and/or deposits OR replace with a backup detector that has previously been cleaned.
 3. Test for proper operation by injecting smoke into the detection chamber (3-5 second response)
 4. Test for trouble reporting by removing detector from circuit
 5. Check operation of any indicator lamps or auxiliary relays
 6. Test for proper operation in trouble condition
3. Smoke Detector Sensitivity:
1. Perform a sensitivity test of all smoke and/or duct detectors annually.
 2. Test sensitivity in accordance with the manufacturer's specifications using appropriate and approved testing devices
 3. Record results of sensitivity test (Greater than 0.5% but less than 3.8%)
 4. Clean any detector which fails sensitivity test
 5. Retest any detector which fails sensitivity test
 6. Replace any detector which fails a second sensitivity test
4. Heat Detectors:
1. Visually inspect for damage
 2. Clean to remove any dirt, dust and/or deposits OR replace with a backup detector that have previously been cleaned. County Project Manager shall determine whether removal or replacement shall take place.
 3. Test for proper operation by increasing the temperature on rate of rise type detectors (15° per minute) OR test wiring on fixed temperature detectors by shorting across the terminals. County Project Manager shall direct which test shall be performed.
 4. Test for trouble reporting by removing a detector wire from circuit (at the device, not the panel)



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5. Test for proper zone annunciation
6. Test for proper operation in trouble condition
5. Manual Pull Stations:
 1. Visually inspect for damage
 2. Replace any missing or broken rods
 3. Test for proper operation by pulling station handle
 4. Test for proper zone annunciation
 5. Test for proper operation in trouble condition by removing wire from terminal strip
 6. Adjust set screws and switches
6. Audible Devices:
 1. Visually inspect for damage
 2. Check devices for proper (maximum) audibility
 3. Adjust devices in accordance with the manufacturer's specifications (proper decibel levels)
 4. Check devices for proper sound quality
 5. Test for proper operation in trouble condition by removing wire from the device (at the device, not the panel)
7. Visual Devices:
 1. Visually inspect for damage
 2. Clean all devices
 3. Check devices for proper (maximum) visibility
 4. Test for proper operation in trouble condition by removing wire from the device (at the device, not the panel)
8. Flow and Tamper Devices:
 1. Visually inspect for damage
 2. Test by opening the inspection test valve on the sprinkler system (activation should occur within 90 seconds)
 3. Verify proper zone annunciation
 4. Test for proper operation in trouble condition by removing wire from the device (at the device, not the panel)
 5. Test that removal of tamper switch cover initiates a trouble report
 6. Adjust devices in accordance with the manufacturer's specifications
9. HVAC Shut Down:
 1. Test for proper system shut down upon alarm
 2. Test for proper system restart upon end of alarm
 3. Test for proper smoke damper closer upon alarm (verify audibly)
 4. Test for proper smoke damper re-open upon reset of alarm (verify audibly)



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10. Door Release Devices:
 1. Visually inspect for damage
 2. Test for proper release upon alarm
 3. Test to ensure door closes quickly and completely
11. Batteries
 1. Visually check for any leakage or corrosion
 2. Clean any corrosion from terminals
 3. Check the tightness of all connections
 4. Adjust the charge rate in accordance with the manufacturer's specifications
 5. Disconnect electrical (AC) power and test the system while on (DC) battery power
 6. Load test the batteries annually in accordance with the manufacturer's specifications

C. FM200 Clean Agent System Inspections/rest Tasks:

1. Inspection of Protected Hazard
 1. Compare protected hazard to available documentation from original installation
 2. Confirm current hazard classification matches original classification
 3. Inspect protected hazard – identify breaches in hazard integrity
 4. Verify proper warning and instruction signs are displayed
2. Mechanical Components
 1. Notate overall condition of mechanical components
 2. Verify weight and/or pressure of storage containers per system design
 3. Confirm storage containers, discharge nozzles and distribution piping are properly braced
 4. Check discharge nozzles for blockage
 5. Perform operational test of mechanical manual actuator(s) and/or pull stations
 6. Examine all flexible hoses (discharge hose, actuation line, etc.)
 7. Perform operational test of any bypass valves, selector valves or directional valves
3. Detection/Control Components
 1. Notate overall condition of Detection/Control components
 2. Activate each automatic detection device; reset after each device is activated. Confirm the following:



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- a. Operation of appropriate audible/visual notification devices
 - b. Illumination of Control Panel LED's
 - c. Activation of appropriate auxiliary relay(s)
 - d. Activation of Remote of Graphic Annunciator
3. Activate number of automatic detection devices required for release circuit activation. Confirm the following:
- a. Operation of appropriate audible/visual notification devices
 - b. Illumination of Control Panel LED's
 - c. Activation of appropriate auxiliary relay(s)
 - d. Activation of Remote of Graphic Annunciator
 - e. Agent Discharge Time Delay per system design
 - f. Operation of Agent Release Device(s)
 - g. EPO and Air Handling Shutdown

Contractor shall RESET Control Panel; repeat task #3 for multiple combinations of automatic detectors. RESET Control Panel; repeat task #3, operation ABORT SWITCH, confirm Agent Release Device Aborted.

4. Activate each manual pull station and confirm the following per system design; reset after each device is activated.
- a. Operation of appropriate audible/visual notification devices
 - b. Illumination of Control Panel LED's
 - c. Activation of appropriate auxiliary relay(s)
 - d. Activation of Remote or Graphic Annunciator
 - e. Agent Discharge Time Delay per system design
 - f. Operation of Agent Release Device(s)
 - g. EPO and Air Handling Shutdown

Contractor shall RESET Control Panel; Operate Abort Switch, repeat task #3 and confirm manual pull station overrides Abort Switch.

5. Activate pneumatically activated switch(s) and confirm interfaced functions per system design

4. Confirm Final System Reset

1. Control Panel reset
2. Auxiliary Relay reset
3. EPO and Air Handling Reset



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Special Note: In case of any accidental discharge of the clean agent gas (FM200) during inspection/testing, Contractor shall be responsible for the replacement of the clean agent gas.

D. Fire Pump System and Fire Hydrants Inspection and Testing:

1. Inspect and test 100% of the fire pump systems and fire hydrants each calendar year.
2. Weekly Fire Pump Churn
 - a. Perform weekly fire pump churn
 - b. Test jockey pump for correct start and stop pressure
 - c. Document start and stop pressure
 - d. Verify all gages are in proper working order and check pressure history to identify leaks in system
 - e. Check fire pump controller for proper operation
 - f. Check all lamps and replace as needed
 - g. Test the annunciators located in the Communications Center
 - h. Keep fire pump room in working condition
 - i. Contractor to coordinate the pump churn with the project manager or designee and inform of any potential problems with the fire pump
 - j. Repairs shall be covered under the as-needed additional repair services. A quote for labor and materials charges must be approved prior to completion of work

2. MATERIALS:

- A. All parts and materials shall be new and shall meet or exceed the original equipment manufacturer's specifications.
- B. Any parts other than those manufactured by the original equipment manufacturer shall be approved by the County Project Manager before they are utilized.
- C. Contractor shall maintain a reasonable supply of parts.
- D. Contractor shall maintain a reasonable supply system for acquisition of additional parts either immediately or with minimal delay.

3. MAINTENANCE:

A. Smoke Detectors:

1. Clean 100% of all smoke and/or detectors annually.
2. Perform a sensitivity test of 100% of smoke and/or duct detectors annually.
3. Follow the manufacturer's instructions in cleaning and testing smoke detectors.

B. General:



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1. Inspect, test, adjust and clean fire alarm system as needed.
2. Perform preventative maintenance on the system as needed to maintain the system in operational condition at all times.
3. Initiate repairs in accordance with the requirements herein.
4. Maintain the entire fire protection system in operable condition at all times.
5. Maintain a record of all maintenance service. Contractor shall provide original report to the County Project Manager within (5) working days in accordance with the RCA.

4. REPAIRS:

A. Routine Repairs and Replacements:

1. Identify all repairs or replacements needed to maintain the fire system. This consists of fire alarm, sprinkler systems, fire pumps and associated controls in conjunction with scheduled inspections, tests and maintenance operations, in response to system trouble alarms or in response to trouble calls.
2. Any as-needed additional repair needs identified to be coordinated with the County Project Manager. A quote for labor and materials charges must be approved prior to completion of work.
3. Provide all identified repairs or replacements, excluding fire pumps and associated controls.
4. Provide a service call report (work order) detailing the work performed. Leave a copy of the report on site with the Sheriff's representative who signs the report and send a signed copy with the Contractor's invoice. The report shall include the following:
 - a. Time of arrival
 - b. Time of departure
 - c. Brief summary of the request
 - d. Detailed summary of the work performed
 - e. Summary of any additional work required or recommended
 - f. Signature of Sheriff's representative on service report

B. Emergency Repairs and Replacements:

1. Respond to trouble alarms or requests for emergency service within hour (4) hours after the alarm or the request.
2. Identify all repairs or replacements needed to maintain the fire system. This consists of fire alarm and sprinkler systems, excluding fire pumps and associated controls.
3. Provide all identified repairs or replacements, excluding fire pumps and associated controls.
4. Prepare a service call report detailing the work performed and deliver a copy of the report to the County Project Manager no later than 5:00 p.m. (Pacific Time) of the next business day. The report shall include the following:



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- a. Time of arrival
- b. Time of departure
- c. Brief summary of the request
- d. Detailed summary of the work performed
- e. Summary of any additional work required or recommended
- f. Name of County personnel who initiated the emergency repair services
- g. Work order or event number

5. SPECIAL REQUIREMENTS:

- A. Contractor shall comply with all Fire Code regulations, including American National Standard Institute/National Fire Protection Association 72 (ANSI/NFPA 72) and American National Standard Institute/National Fire Protection Association 25 (ANSI/NFPA 25) and/or requirements of the local Fire Authority.
- B. Contractor shall perform all testing in accordance with the manufacturer's specifications and/or recommendations and regulatory agency requirements.
- C. Contractor shall prepare and submit all reports on inspections, testing and services as required by the responsible regulatory agency to the County Project Manager within three (3) business days of performance of such work. Contractor shall provide a copy of reports and proof of submittal upon request by County.
- D. This Contract is intended to provide full maintenance and repair services required for operation and maintenance, including software, of the fire system. This consists of fire alarm and sprinkler systems, excluding fire pumps and associated controls in order to meet the minimum requirements of applicable federal, state and local authorities.
- E. Contractor shall furnish all tools, equipment, parts and instruments required to maintain and test the system in accordance with these requirements. This includes any special diagnostic or adjustment tools, equipment or instruments, excluding back-up batteries.
- F. Contractor shall inspect and/or test the system upon award of Contract to assure Contractor that the system is fully operational and/or identify any deficiencies that require correction. Thereafter, the Contractor shall be fully responsible for the maintenance and repair of the fire system. This shall be scheduled on the first week of the start date of the Contract. A complete written report is due to the County Project Manager during the first month of the Contract.
If repairs, alterations or additions are made to the system by others, Contractor shall inspect and/or test the affected portions of the system to ensure they are fully operational and/or identify any deficiencies.
- G. Contractor shall ensure that the inspection, testing, maintenance and repair services performed will not interrupt County operations, except in those instances where such interruption is unavoidable, has been scheduled and the facility occupants have been duly notified.
- H. Contractor shall repair or replace, at the option of the County Project Manager, all damage to facilities, grounds, equipment, furnishings, etc., caused by its operations within two (2)



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working days after damage. Exception: Urgent repairs shall be completed immediately and are determined by the County Project Manager.

6. GENERAL REQUIREMENTS:

- A. Contractor shall furnish and maintain a telephone answering system with twenty-four (24) hour, seven (7) days per week service, capable of contacting and dispatching service personnel.
- B. Contractor shall provide trained and experienced service technicians. Each service technician shall be knowledgeable and capable of diagnosing and repairing problems with both electrical and mechanical portions of the fire system and sprinkler system.
- C. Contractor shall perform all work in accordance with generally accepted industry practice for safe and efficient operation.
- D. Contractor shall maintain a record of all inspections, tests, services and repairs. Contractor shall provide original report to the County Project Manager.
- E. In order to receive payment, all of the above requirements must be met. The inspections, general maintenance, test results, repair and certification reports must be submitted with monthly, quarterly, semi-annual and annual invoice(s) and a work order describing the service and the work order must be signed by the Facility County Representative.

7. LICENSE REQUIREMENTS:

- A. Contractor shall be licensed in accordance with the Contractor's State License Board's Business & Professions Code, Division 3, Chapter 9, Contractors, Article 4, Classifications, National Electrical Code, Standard Plumbing Code, etc and shall hold a C-16 and C-10 in accordance with the RCA and shall provide proof of licensing upon request by the County Project Manager..
- B. Contractor's personnel shall be factory trained, certified and shall be experienced in service of the specific equipment included in this Contract.

8. GENERAL CONDITIONS:

- A. All work shall be subject to inspection and approval of either the County Project Manager or a designated representative prior to acceptance and approval for payment.
- B. Contractor personnel shall be courteous to the Public and County staff utilizing the facilities but shall be responsive only to the requests of the County Project Manager or other authorized representative designated by the County Project Manager.
- C. Contractor personnel shall direct all inquiries or requests to the County Project Manager.

9. COORDINATION:

- A. Facilities Operations Service Desk; 714-935-6606
- B. Watch Commander (After hours dispatch) 714-935-6606
- C. County Project Manager; Glenn Blounts 714-935-6278



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10. SCHEDULING:

- A. All work shall be performed during normal working hours, in coordination with County Project Manager. Recommended service hours are 7:00 p.m. to 5:00 p.m. (Pacific Time) except emergencies.

If complete repairs cannot be completed within normal work hours, the affected area or system function shall be bypassed to allow the remaining portions of the system to remain operational.

- B. Contractor shall contact the County Project Manager to schedule and/or confirm the date and time of maintenance or service a minimum of one (1) business day prior.

Failure to schedule and/or confirm the date and time of maintenance or service work may result in: (1) denied access to the facility and no cost to the County for any consequential cost and/or (2) denied payment for any maintenance or service performed.

11. EQUIPMENT:

Fire Alarm equipment locations:

Communication Center	Room 24
Switch Center	Room 30
System Management	Room 55
Loan Equipment	Room 56
Transmitter Equipment Room	Room 62
Sprinkler Cabinet/Pre-Action System	Room 67 (in cafeteria)
Battery & UPS Room	Room 64 & 65

Equipment List:

Qty.	Description	Model
1	Fire Alarm Control Panel	Gamewell by Honeywell S3 Series
5	Manual Pull Stations	
34	Audio Visual Stations	
1	Water Flow Device	
4	Tamper Switch	
1	Flame Detector	
78	Smoke Detector	
14	Duct Detectors	
10	Heat Detectors	
3	Fast Smoke Early Detection Units	



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1	1500 GPM Fire Pump	
3	Private Fire Hydrants	
1	Wet Riser	
2	Preaction Risers	
2	FM200 Clean Agent System Panel	AutoPulse IQ-318
10	FM200 Cylinders	
1	FM Annunciator	

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Intake Release Center

Contractor shall provide Fire Alarm/Suppression System inspection, testing, maintenance and repair for the Sheriff-Coroner Intake Release Center (IRC) located at 550 N. Flower St., Santa Ana, CA 92703.

Contractor shall perform all of the following responsibilities and duties in accordance with the RCA Scope of Work and as described below:

1. INSPECTION AND TESTING:

A. Fire Alarm System

1. Test and Inspect 100% of fire alarm system components each year to include, but not limited to the following:
 - a. Fire Alarm Control Panel
 - b. Smoke and Duct Detectors
 - c. Heat Detectors
 - d. Manual Pull Stations
 - e. Audible Devices (including firemen's phone systems, stairwell phones and public address system)
 - f. Visual devices
 - g. HVAC and Smoke Systems
 - h. Door Release Devices (including magnetic and overhead rolling doors)
 - i. Elevator capture; primary and secondary
 - j. Annunciators
 - k. Independent power supplies
 - l. Battery back-up
 - m. Tamper Switches
 - n. Post Indicator Valves (PIV)
 - o. Monitor modules
 - p. Control modules
 - q. Relays

B. Smoke Detectors

1. Clean all smoke and/or duct detectors once each calendar year during the first week of the first month of each year of the Contract
2. Test the sensitivity of all smoke detectors once every calendar year during the first week of the first month of each year of the Contract
3. Contractor shall provide, within fourteen (14) days of the conclusion of each scheduled sensitivity test, a device by device report of individual smoke detectors sensitivity reading. Smoke detectors that are tested and determined to be outside the acceptable range shall be replaced. If a large number of devices require replacement, it may be determined to be handled under as-needed



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services depending on the programming requirements and availability of devices. These shall be handled on a case by case basis.

4. Maintain a record of each inspection, test, certification and repair. Contractor shall submit one (1) copy of the record document to the County Project Manager within (5) working days in accordance with the RCA.
5. In order to receive payment, all of the above requirements must be met. The inspections, general maintenance, test results, repair and certification reports must be submitted with monthly, quarterly, semi-annual and annual invoice(s) and a work order describing the service and the work order must be signed by the Facility County Representative.

C. Fire Sprinkler System:

1. Test and Inspect 100% of fire sprinkler system components each year per NFPA 25 CA Edition including an annual main drain test during the first quarter and three (3) additional quarterly visual inspections.
 - a. Water Flow Devices
 - b. Tamper Devices
 - c. Control Valve Devices
 - d. Pressure Devices
 - e. Piping and Fittings
 - f. Dry Stand Pipe
 - g. Bracing
 - h. Sprinkler Heads
 - i. Hose Houses
 - j. Post Indicator Valves (PIV)
2. Conduct quarterly inspections and tests of the fire sprinkler system components the first week of the first month of each quarter commencing with the first month after the start of the Contract.
3. HVAC Shutdown:
 - a. Test for proper shut down upon alarm
 - b. Test for proper system restart upon end of alarm
4. Smoke Purge System: (if applicable)
 - a. Visually inspect system
 - b. Test for proper system operation
 - c. Test for proper operation in trouble condition
5. Maintain a record of each inspection and each test. Contractor shall provide original report to the County Project Manager within (5) working days in accordance with the RCA.



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6. Conduct a quarterly inspection and test of the Mechanical Smoke Control System components the first week of the first month of each quarter commencing with the first month after the start of the Contract.
7. Inspect and test 100% of risers, fire hydrants, fire service mains (backflow equipment, tampers only) each calendar year

D. SPECIAL REQUIREMENTS

1. Contractor shall keep a surplus of manufacturer's equipment for replacement of defective devices on hand to reduce operational downtime. This surplus will consist of a crash kit that includes the following: smoke detectors, heat detectors, audio/visual devices, speakers, circuit boards and power supplies when possible.
2. Contractor shall maintain a reasonable supply system for acquisition of additional parts either immediately or with minimum delays.
3. Contractor shall provide, when available, the latest version of the software and all programming necessary for operation of the system, including any access passwords to the main board (motherboard). County shall provide the initial access codes and programming to Contractor after commencement of Contract.

E. GENERAL REQUIREMENTS:

1. All work shall be subject to the inspection and approval of the County Project Manager or a designated representative prior to acceptance and approval for payment.
2. Contractor personnel shall be courteous to the public and County staff utilizing the facilities but shall only be responsive to the requests of the County Project Manager.
3. Contractor personnel shall direct all inquiries or requests to the County Project Manager.
4. In order to receive payment, all of the above requirements must be met. The inspections, general maintenance, test results, repair and certification reports must be submitted with monthly, quarterly, semi-annual and annual invoice(s) and a work order describing the service and the work order must be signed by the Facility County Representative.



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2. COORDINATION:

- A. Facilities Operations Service Desk; 714-935-6606
- B. Watch Commander (After hours dispatch) 714-935-6606
- C. County Project Manager; Glenn Blounts 714-935-6278

3. SCHEDULING:

- A. All work shall be performed during normal working hours, in coordination with County representative. Recommended service hours are 7:00 p.m. to 5:00 p.m. (Pacific Time) except emergencies.

If complete repairs cannot be completed within normal work hours, the affected area or system function shall be bypassed to allow the remaining portions of the system to remain operational.

- B. Contractor shall contact the County Project Manager to schedule and/or confirm the date and time of maintenance or service a minimum of one (1) business day prior.

Failure to schedule and/or confirm the date and time of maintenance or service work may result in: (1) denied access to the facility and no cost to the COUNTY for any consequential cost, and/or (2) denied payment for any maintenance or service performed

4. EQUIPMENT

Equipment List: (Main Control Panel to equipment is located in Watch Commanders area)

Qty.	Description	Manufacturer	Model#
1	Fire Alarm Control Panel	EST	OF/Edwards IRC-2 (SIGA)
8	Annunciators	EST	
1	Fire Phone System	EST	
35	Manual Pull Station	EST	
803	Smoke and Heat Detector (addressable)	EST	
51	Air Handling Duct Smoke Detector	EST	
78	Fire Alarm Horn/Strobe	EST	
36	Fire Phone Jacks	EST	
29	Magnetic Doors		
17	Sprinkler Valve Tamper		
17	Sprinkle Water Flow		
3	Overhead Rolling Steel Doors		
2	Private Fire Hydrants		
2	Post Indicator Valves		



SUBORDINATE CONTRACT

Kitchen Hood Fire Suppression System

Contractor shall provide Fire Suppression System inspection, testing, maintenance and repair services semi-annually for the Sheriff-Coroner Kitchen Hood Fire Suppression systems, in accordance with the RCA, which is attached hereto and incorporated herein by reference as Attachment A, and as described below:

1. CONTRACTOR REQUIREMENTS:

- Contractor shall perform all services in accordance with NFPA codes and local governmental requirements. Services shall include all of its component parts and repairs to the systems as necessary to keep the systems operational at all times.
- Contractor shall conduct inspection and/or test the system to assure that the system is fully operational and/or identify any deficiencies that require correction. Deficiencies identified shall be repaired by Contractor.
- Contractor shall furnish all labor, tools, equipment, incidentals and instruments required to maintain and test the fire systems in accordance with the manufacturer's specifications, including any special diagnostic or adjustment tools, lift equipment or instruments.

2. EQUIPMENT/LOCATION LIST:

Qty.	Location	Manufacturer	Model#
1	Musick Facility - West 13502 Musick Irvine, CA 92618	ANSU1	R102 8134
3	Musick Facility - East 13502 Musick Irvine, CA 92618	Pyro-Chem	MMCH3 7790
		Streiver Air System	CR200-96 11448
		Grease Master	50-2 11389
2	Theo Lacy Facility 501 The City Dr. S. Orange, CA 92868	Pyro-Chem	EN-MCU3 9523 9522
1	Central Men's Jail 550 N. Flower St. Santa Ana, CA 92703	Pyro-Chem	NMCH3 9521
1	Central Men's Jail 550 N. Flower St. Santa Ana, CA 92703	Pyro-Chem	EN-MCU3 9507
1	Central Women's Jail 550 N. Flower St.	Pyro-Chem	EN-MCU3 9518



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	Santa Ana, CA 92703		
2	Intake Release Center (IRC) 550 N. Flower St. Santa Ana, CA 92703	Pyro-Chem	EN-MCU3 9520 9519



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ATTACHMENT C

Pricing

Facility	As-needed Services Annual Cost	Inspections Annual Cost
Coroner Inspections		
Alarm - Annual		\$9,508.84
Wet Sprinkler - (<i>\$246 Quarterly</i>)		\$984.00
Pre-Action - Annual		\$722.00
Fire Hydrant - Annual		\$457.00
Coroner Inspections	\$10,000.00	\$11,671.84
EOC Inspection		
Alarm - Annual		\$12,095.92
Wet Sprinkler - (<i>\$256.25 Quarterly</i>)		\$1,025.00
Fire Pump - Annual		\$1,103.00
Pre-Action - Annual		\$1,443.00
Fire Hydrant - Annual		\$686.00
Special Hazards - (<i>\$3,051 Semi Annual</i>)		\$6,102.00
EOC Inspection	\$30,000.00	\$22,454.92
IRC Inspections		
Alarm - Annual		\$37,656.92
Wet Sprinkler - (<i>\$1,778.75 Quarterly</i>)		\$7,115.00
Fire Hose - Annual		\$267.00
Fire Hydrant - Annual		\$457.00
Kitchen Hoods - (<i>\$299.5 Semi-Annual</i>)		\$599.00
Roll Down Fire Doors		\$1,230.00
IRC Inspections	\$30,000.00	\$47,324.92
Musick - hoods only (<i>\$594 Semi-Annual</i>)	\$8,000.00	\$1,188.00
Theo Lacy - hoods only (<i>\$517 Semi-Annual</i>)	\$8,000.00	\$1,034.00
CMJ - hoods only (<i>\$392 Semi-Annual</i>)	\$8,000.00	\$784.00
CWJ - hoods only (<i>\$152.50 Semi-Annual</i>)	\$8,000.00	\$305.00
Total Annual for Hoods	\$32,000.00	\$3,311.00
5-year Certifications (One-time fee)		
Coroner <u>5-Year Certification</u>		\$2,614.00
EOC <u>5-Year Certification</u>		\$3,761.00
IRC <u>5-Year Certification</u>		\$19,819.00
5-Year Certifications		\$26,194.00