

CONTRACT MA 080-15010652

FOR

PARKING ACCESS AND REVENUE CONTROL SYSTEM (PARCS) MAINTENANCE SERVICES

Amendment
#1:
Name Change

Amendment
#3:
Merger

THIS Contract MA 080-15010652 for PARCS Maintenance Services, (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 ~~Sentry Control Systems, Inc. Sentry Control Systems, LLC~~ SKIDATA, Inc., a State of California corporation, (hereinafter referred to as "Contractor"), which are sometimes individually referred to as ("Party"), or collectively referred to as ("Parties").

RECITALS

WHEREAS, Contractor and County are entering into this Contract for PARCS Maintenance Services; and,

WHEREAS, the County solicited the scope of products and services as set forth herein, and Contractor has represented that it is qualified to provide scope of products and services to the County; and,

WHEREAS, Contractor agrees to provide products and services as more specifically described in the Scope of Work, attached hereto as Attachment A and incorporated herein; and,

WHEREAS, County agrees to pay Contractor the fees as further set forth in Contractor's Pricing, attached hereto as Attachment B and incorporated herein;

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

1. Scope of Services: This Contract, including Attachments, specifies the contractual terms and conditions by which the Contractor shall provide to the County PARCS Maintenance Services under Contract, as set forth herein.

~~**2. Contract Term:** The initial term of this Contract shall become effective January 1, 2015 and shall continue for five (5) years from that date, unless otherwise terminated as provided herein.~~

Amendment
#3:
Contract
extension

2. Term: Contract shall be extended for one (1) year effective January 1, 2020, through December 31, 2020, unless otherwise terminated as provided herein.

3. 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.

4. Payment Card Industry Data Security Standard (PCIDSS): Contractor warrants that it will handle, store, manage, and protect any payment card and County data that may be in the possession of the Contractor in a manner that is compliant with all applicable PCIDSS. Contractor will fulfill obligations under the Secure Implementation Guide covering v2.0 and PA-DSS v2.0 requirements as

required by the manufacturer for PA-DSS validated payment applications for PARCS. Required labor and activities associated with the County of Orange's PCI site compliance are not included in the Scope of Work attached to this Contract and will be billed to the County on a time and materials basis. This includes time to research, respond to, or remediate gaps identified by the County and/or its Qualified Security Assessor (QSA) to support the County's site compliance.

- 5. Contractor's Account Manager and Key Personnel:** Contractor shall appoint an Account Manager, as specified in Article "21", to act as liaison between the County and the Contractor during the term of this Contract and to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. This Account 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 Account Manager and Key Personnel shall be assigned to this Contract for the duration of this Contract and shall diligently pursue all work and services to meet the project time lines. Contractor's Key Personnel are those individuals who report directly to the Contractor's Account Manager.

- 6. County's Project Manager:** The County shall appoint a Project Manager, as specified in Article "21", to act as liaison between the County and the Contractor during the term of this Contract. The County's Project Manager shall coordinate the activities of the County staff assigned to work with the Contractor.

- 7. Cooperative Agreement:** The provisions and pricing of this Contract will be extended to other California local or state governmental entities. Governmental entities wishing to use this Contract will be responsible for issuing their own purchase documents/price agreements, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any Contract entered into with another agency or entity that is entered into as an extension of this Contract a Contract clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this Contract. Failure to do so will be considered a material breach of this Contract and grounds for immediate Contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The Contractor is responsible for providing each cooperative entity a copy of the Contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this Contract.

The Contractor shall be required to maintain a list of the cooperative entities using this Contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to the County, at the County's request

- 8. ~~Conflict of Interest:~~** ~~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. 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 relatives; sub-tier Consultants; and third parties associated with accomplishing work and services hereunder. The Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the County.~~

- 8. Reserved**

Amendment #3
Updated
language

- 9. 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.
- 10. Precedence:** The Contract documents consist of this agreement and its 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 agreement, i.e., those provisions set forth in the recitals and articles of this agreement, and then the attachments.
- 11. Child Support Enforcement Requirements:** Contractor is required to comply with the child support enforcement requirements of the County. Failure of the Contractor to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.
- 12. Publication:** No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, partnership, company, corporation, or agency, without prior written approval by the County and District, except as necessary for the performance of the services of this Contract. All press contacts, including graphic display information to be published in newspapers, magazines, etc., are to be administered only after County approval.
- 13. News/Information Release:** The Contractor agrees that it will not issue any news releases or make any contact with the media in connection with either the award of this Contract or any subsequent amendment of, or effort under this Contract. Contractors must first obtain review and approval of said media contact from the County through the County's Project Manager. Any requests for interviews or information received by the media should be referred directly to the County. Contractors are not authorized to serve as a media spokespersons for County projects without first obtaining permission from the County Project Manager.
- 14. Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract, shall constitute 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:
- Afford the Contractor written notice of the breach and ten calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
 - Discontinue payment to the Contractor for and during the period in which the Contractor is in breach and offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
 - Terminate the Contract immediately without penalty.

15. Contract Disputes: 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 Account Manager and the County's Project Manager, such matter shall be brought to the attention of the County Deputy Purchasing Agent (DPA), as specified in Article 21 by way of the following process:

- d. The Contractor shall submit to the County DPA 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.
- e. 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.
- f. 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 DPA. 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. The County's final decision shall be conclusive and binding regarding the dispute unless the Contractor commences action in a court of competent jurisdiction to contest such decision within 90 days following the date of the County's final decision or one year following the accrual of the cause of action, whichever is later.

16. Stop Work: The County may, at any time, by written stop work order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period of 90 working days after the stop work order is delivered to the Contractor and for any further period to which the Parties may agree. The stop work order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the stop work order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the stop work order during the period of work stoppage. Within a period of 90 working days after a stop work order is delivered to the Contractor or within any extension of that period to which the Parties shall have agreed, the County shall either:

- a. Cancel the stop work order; or
- b. Terminate the Contract immediately in whole or in part in writing as soon as feasible. County is not required to provide thirty-day (30) days notice of the termination of the Contract to Contractor if a stop work has been issued.

17. Orderly Termination: Upon termination or other expiration of this Contract, each Party shall promptly return to the other Party all papers, materials, and other properties of the other held by each for purposes of execution of the Contract. In addition, each Party will assist the other Party in orderly termination of this Contract and the transfer of all assets, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.

18. Errors and Omissions: All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as Account Manager and personnel prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.

19. Ownership of Documents: The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become, and remain, the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the County.

20. Material Safety Data Sheets (MSDS): The Contractor is required to provide a completed Material Safety Data Sheet (MSDS) for each hazardous substance provided to the County under the Contract. 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 MSDS 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 MSDS for each substance must be sent to the County Project Manager and must also be sent to:

County of Orange CEO/Risk Management
Attn: Safety and Loss Prevention Program
PO Box 327

21. Notices: Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the County's Project Manager and Contractor's Account Manager 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 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.

County: OC Public Works/OC Facilities
Attn: Ron Kozma, Project Manager
Phone: 714-667-9618
Ron.Kozma@ocpw.ocgov.com
300 North Flower Street
Santa Ana, CA 92703

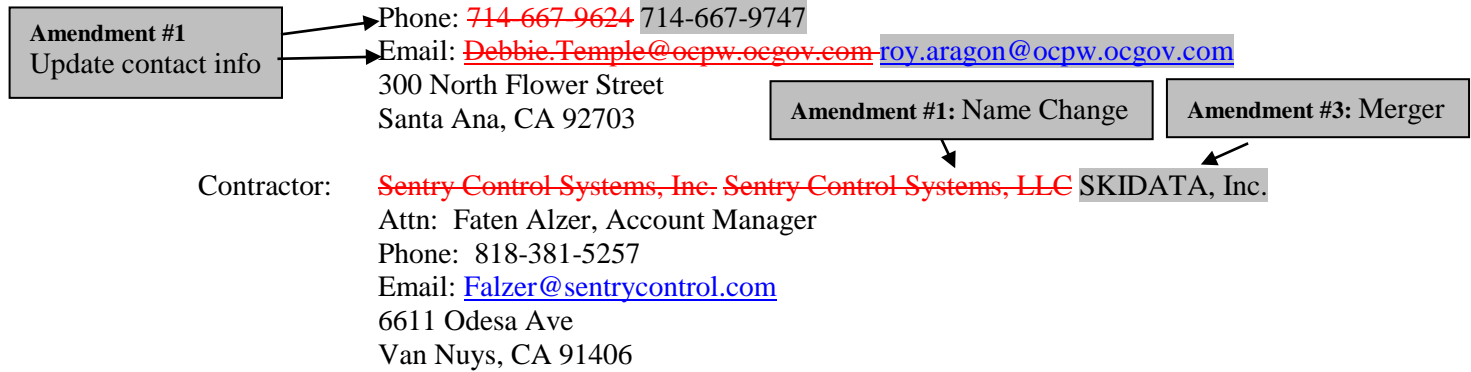
cc: OC Public Works/Purchasing
Attn: ~~Debbie Temple~~ Roy Aragon, Deputy Purchasing Agent

Amendment #1
Update contact info

County of Orange, OC Public Works

~~Sentry Control Systems, Inc. Sentry Control Systems, LLC~~ SKIDATA, Inc.

MA 080-15010652



- 22. 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 trial to another County.
- 23. Entire Contract:** This Contract, including the Attachments, which are attached hereto and incorporated herein by this reference, when accepted by the Contractor either in writing or by the shipment of any article or other commencement of performance hereunder, 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 County's Purchasing Agent or his designee.
- 24. 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.
- 25. Taxes:** All prices shall include any applicable sales tax except for consumables.
- 26. 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 description, or services that do not conform to the prescribed Scope 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.
- 27. 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 accordance with Attachment B.

- 28. Warranty:** Contractor expressly warrants that the goods/services 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 indemnities as identified in Article "55" below, and as more fully described in Article "55", 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.
- 29. 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 Article "60" below, it shall indemnify, defend and hold County and County Indemnities 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, but not limited to, attorney's fees, costs and expenses.
- 30. Assignment or Subcontracting:** 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 or subcontracted by Contractor without the express written consent of County. Any attempt by Contractor to assign or sub-contract 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.
- 31. 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 all the penalties imposed for a violation of Anti-Discrimination Law or regulation, including but not limited to, Section 1720 et seq. of the California Labor Code.
- 32. Termination:** ~~In addition to any other remedies or rights it may have by law and those set forth in this Contract, County and Contractor has the right to terminate this Contract without penalty immediately with cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of Contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County or Contractor of its right to terminate the Contract shall relieve County and Contractor of all further obligations. Contractor may terminate this Service Contract immediately if the County shall: (i) generally not pay its debts as they become due or shall admit in writing its inability to pay its debts, or shall make a general assignment for the benefit of creditors; or (ii) commence, or have instituted against it, any proceeding seeking relief, reorganization or arrangement under bankruptcy laws; or (iii) liquidate, dissolve or wind up its business.~~ In addition to any other remedies or rights it may have by law and those set forth in this Contract, County and Contractor has the right to terminate this Contract without penalty immediately with cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of Contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County or

Contractor of its right to terminate the Contract shall relieve County and Contractor of all further obligations. Contractor may terminate this Service Contract immediately if the County shall: (i) generally not pay its debts as they become due or shall admit in writing its inability to pay its debts, or shall make a general assignment for the benefit of creditors; or (ii) commence, or have instituted against it, any proceeding seeking relief, reorganization or arrangement under bankruptcy laws; or (iii) liquidate, dissolve or wind up its business.

In the event of change of control, to the extent necessary, Contractor shall provide reasonably requested assistance in the transferring of services.

- 33. 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.
- 34. 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.
- 35. Independent Contractor:** Contractor shall be considered an independent Contractor and neither the Contractor, its employees, nor anyone working for Contractor under this Contract shall be considered an agent or an employee of County. Neither the Contractor, employees nor anyone working for the Contractor under this Contract shall qualify for workers' compensation or other fringe benefits of any kind through County.
- 36. Performance:** Contractor shall perform 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 workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; 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; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.
- 37. Insurance Provisions:** Prior to the provisions of services under this Contract, Contractor agrees to purchase all required insurance at Contractor's expense and to deposit with County Certificates of Insurance, including all endorsements required herein, necessary to satisfy County that the insurance provisions of this Contract have been complied with and to keep such insurance coverage and the certificates therefore on deposit with 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) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a 0 by the appropriate line of coverage. Any self-insured retention (SIR) or deductible in an amount in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by County Executive Office (CEO)/Office of Risk Management.

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

Qualified Insurer: Minimum insurance company ratings as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com** shall be A- (Secure A.M. Best's Rating) and VIII (Financial Size Category).

The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier). If the carrier is a non-admitted carrier in the state of California and does not meet or exceed an A.M. Best rating of A-/VIII, CEO/Office of Risk Management retains the right to approve or reject carrier after a review of the company's performance and financial ratings. If the non-admitted carrier meets or exceeds the minimum A.M. Best rating of A-/VIII, the agency can accept the insurance.

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

<u>Coverage</u>	<u>Minimum Limits</u>
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 per occurrence
Workers' Compensation	Statutory
Employer's Liability	\$1,000,000 per occurrence

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 2010 or CG 2033 or a form at least as broad naming County of Orange, its elected and appointed officials, officers, employees, agents as Additional Insureds.
- 2) A primary non-contributing endorsement evidencing that Contractor's insurance is primary and any insurance or self-insurance maintained by County of Orange shall be excess and non-contributing.

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

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against County of Orange, and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees.

All insurance policies required by this Contract shall give County of Orange 30 days notice in the event of cancellation and 10 days for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the Certificate of Insurance.

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 Contractor fails to provide the insurance certificates and endorsements within seven 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 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.

38. Bills and Liens: Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of Article "60", indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.

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

~~**40. 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, 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 County.~~

Amendment #3
Updated
language

40. Reserved.

41. 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.

- 42. 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.
- 43. 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 Article "60", 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.
- 44. Freight (F.O.B. Destination):** Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- 45. Pricing:** The Contract price, as more fully set forth in Attachment B, shall include full compensation for providing all required goods in accordance with required specifications, or services as specified herein or when applicable, in the Scope of Work attached to this Contract. Any increase in compensation or change in price shall be agreed to in advance and will be provided through an amendment to this Contract and subject to approval by the County Board of Supervisors.
- 46. Waiver of Jury Trial:** Each Party acknowledges that it is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each Party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any Party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this Contract and /or any other claim of injury or damage.
- 47. Terms and Conditions:** Contractor acknowledges that it has read and agrees to all terms and conditions included in this Contract.
- 48. Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
- 49. 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.
- 50. Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
- 51. Attorneys Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorney's

fees, costs and expenses.

- 52. 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 has 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 of 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.
- 53. Authority:** The Parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.
- 54. 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.
- 55. 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.
- 56. 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 surviving entity in a merger or acquisition or, in the event of liquidation, to the County's Project Manager.

57. Change of Ownership/Name, Litigation Status, Conflicts with County Interests: Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, the new owners shall be required under the terms of sale or other instruments of 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. Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing of any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, or conflict of interest, Contractor must also provide an update to the County of its status in these areas whenever requested by the County. The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing 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 in the performance of their duties.

Amendment #3
Updated
language

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the dates shown below their respective signatures.

SENTRY CONTROL SYSTEMS, LLC *
a state of California corporation

Amendment #1
Name

SENTRY CONTROL SYSTEMS, INC. *
a state of California corporation

By [Signature]

By [Signature]

Print Name Frank Flanagan

Print Name Timothy Flanagan

Title CEO

Title CEO

Contractor

Contractor

Date 11/5/2014

Date 11/5/2014

County OF ORANGE

a political subdivision of the State of California

By [Signature]

Print Name: KATHERINE MORAN

Title Deputy Purchasing Agent

Date 12-29-14

APPROVED AS TO FORM

County Counsel

By _____

Deputy

Date [Signature] 11.5.14


Amendment #1: Name Change


Amendment #3: Merger

County of Orange, OC Public Work

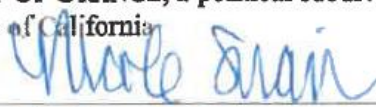
MA-080-15010652

~~Sentry Control Systems, Inc. Sentry Control Systems, LLC~~ SKIDATA, IncAmendment #3
MergerSKIDATA, INC. *
a state of California corporationSENTRY CONTROL SYSTEMS, LLC *
a Delaware Limited Liability Company

By: 
 Print Name: **Lester Mascon**
 Title: **COO**
 Corporate Officer
 Date: **1/17/2018**

By: 
 Print Name: **Chris McKenty**
 Title: **VP Sales & Marketing**
 Corporate Officer
 Date: **1/17/2018**

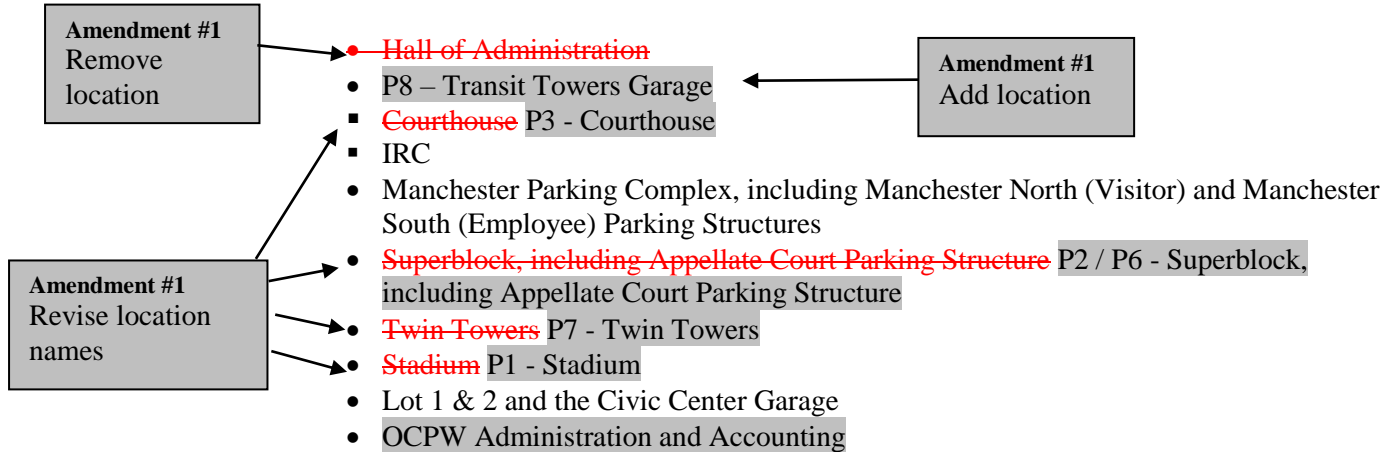
COUNTY OF ORANGE, a political subdivision of
the State of California

By: 
 Print Name: **Nicole Swain**
 Title: **Deputy Purchasing Agent**
 Date: **January 17, 2018**

* If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signator to bind the corporation.

ATTACHMENT A SCOPE OF WORK

I. SCOPE OF WORK: Contractor shall provide all labor, materials, tools, and equipment required for PARCS Maintenance Services at the locations listed below.



II. REGULAR MAINTENANCE SERVICES: Contractor shall furnish Maintenance Services specified below on the parking and revenue control system equipment listed in Section VII below, operated by County at the locations listed below ("Equipment") and related software ("Software").

Maintenance Services included in the service Contract price cover:

1. Monthly preventive maintenance including inspection, cleaning, lubricating and adjustment of the Equipment as scheduled by Contractor during regular working hours of 8:00 a.m. to 5:00 p.m. on Monday through Friday, excluding County Holidays ("Regular Working Hours").
2. Unscheduled service calls for remedial maintenance performed in response to County's request during the hours 8:00 a.m. to 5:00 p.m. on Monday through Friday.
3. Response to a service call placed by an authorized representative for the County of Orange.
4. Parts and labor required for repair or replacement of equipment items in need of repair or replacement as a result of normal wear and tear. Hardware and software intra-release updates and hotfixes provided by the manufacturer.
5. Training: up to ten (10) hours per year.

Contractor will make a reasonable effort to respond to an authorized request for an unscheduled service call on the same day if the service call is placed before 11:00 a.m. on a regular working day. Maintenance Services requested by County to be performed at times other than Regular Working Hours will be provided at Contractor's rates as set forth in the Additional Work Hours and Labor Rate on Attachment B.

III. ADDITIONAL WORK: Contractor will provide additional services, materials and consumable items on a time and materials basis. Services requested by County for Additional Work will be available during Regular Working Hours at Contractor's rates as set forth in the rate schedule specified in Attachment B. Services requested by County for Additional Work, during other than regular working hours will be provided at Contractor's rates as set forth in the rate schedule as specified in Attachment B.

1. Replacement of gate arms, inking ribbons, or sign faces or restocking of parking tickets; failure of loop wires, interconnect wires, print heads, ticket retractors, locking assemblies, and cutter assemblies.
2. Setting or changing the time or date of clocks or resetting counters.
3. Service calls to deal with the consequences of a power failure, removal or suspension of primary power for any reason.
4. Training of County's personnel responsible for operating the equipment, system and software in excess for ten (10) hours per year.

The repair or replacement of damaged or broken parts or an item of equipment that is damaged or fails due to malicious, intentional or accidental acts, or acts of nature, or acts of terrorism is not considered Additional Work under this Contract. In such a circumstance, a separate quote will be provided by Contractor and Contractor will wait for written authorization to proceed before this work is performed because this work is specifically excluded from the Scope of Work under this Contract.

Any hardware, firmware, software required to implement EMV or related to credit card compliancy is specifically excluded from the Scope of Work under this Contract.

All hardware and software upgrades issued by the manufacturers of equipment items or future replacements are specifically excluded from the Scope of Work under this Contract. All version upgrades, installation and implementation services, and any other costs associated with deployment of a new, revised, enhanced, or modified payment application that may be deemed necessary to meet new Payment Application validation requirements are specifically excluded from the Scope of Work under this Contract. In such a circumstance, a separate quote will be provided by Contractor and Contractor will wait for written authorization to proceed before this work is performed.

- IV. WIRELESS SOLUTION:** ~~Contractor shall provide all equipment and labor to install the wireless solution including mounting equipment replacing the existing network infrastructure including switches and wireless nodes. Contractor will assemble and test the system and verify that it operates properly. Contractor will provide one (1) year warranty on all equipment, parts and labor. Contractor will provide training as well as commissioning services. County will provide required permits.~~

Contractor shall provide

- ~~1. 10 Cisco SF200 24 Switches~~
- ~~2. Misc mounting hardware~~
- ~~3. Electrical hardware~~
- ~~4. Scissor lift 1 day (courthouse roof)~~

Contractor shall provide the following equipment need to install the wireless solution:

Amendment #1
Remove language for one-time installation

A. Equipment List:

Amendment #1
Add Title

1. 14 Ruckus T300 Aps
2. 1 Ruckus Zd3000
3. Ruckus Support and Advance Replacement Coverage
4. Poe Injectors

V. EMPLOYEES:

1. Contractor will perform all services through trained personnel employed and supervised by Contractor. Contractor agrees that each of its employees shall be properly qualified and will use reasonable care in the performance of duties.
2. Contractor's employees and authorized representatives shall have access to County's facility locations and the equipment for the purpose of performing the required services.

VI. GENERAL REQUIREMENTS:

1. Contractor must ensure all precautions for safety are taken.
2. All Contractor vehicles parked on site shall be secure at all times.
3. Contractor shall furnish, install, and maintain all signage, warning devices, barricades, cones, etc. to protect the public, OC Public Works Staff, and its workers during the performance of this Contract.
4. All tools and materials shall remain in Contractor's possession at all times.
5. All materials that could inflict injury shall be continuously cleaned up as work progresses.
6. All work areas shall be secured prior to the end of each workday.
7. Contractor employees are to smoke only in designated areas and are not to use profanity or other inappropriate language while on site.
8. Contractor shall meet all insurance and bond requirements to perform work at OC Public Works.
9. Contractor shall dispose all removed material in accordance with Local, State and Federal regulations.

EQUIPMENT LIST: This Equipment List may be adjusted (up or down in quantities) during the term of this Contract. These adjustments will be quoted separately and any decrease or increase to the annual contract amount will start at the beginning of the next fiscal period for which the budget process has not concluded. These adjustments will result in an adjustment to Total Contract Amount.

Additional locations and equipment, along with maintenance, and any adjustments shall be agreed to in advance and will be provided through an amendment to this Contract.

Equipment List – ~~Superblock~~ P/P6 Superblock

Quantity	Description
4	SKIDATA Entry Column Unlimited
3	SKIDATA Exit Column Unlimited
2	SKIDATA Door/Gate opener Card Reader

Amendment #1
Revise
location name

Amendment #1: Name Change

Amendment #3: Merger

County of Orange, OC Public Work

MA-080-15010652

~~Sentry Control Systems, Inc. Sentry Control Systems, LLC~~ SKIDATA, Inc

9	SKIDATA Barrier Gate
2	SKIDATA XT Pay on Foot Machine
3	SKIDATA Control Computer for Manual PayStation with Coder and Monitor
1	SKIDATA Control Computer and Monitor
1	Commend Intercom System GE 700 and Monitor
11	CCTV Camera

Amendment #1
Revise
location name

Equipment List – ~~Courthouse~~ P3 Courthouse

Amendment #1
Remove line

Quantity	Description
2	SKIDATA Entry Column Unlimited
2	SKIDATA Exit Column Unlimited
4	SKIDATA Barrier Gate
2	SKIDATA Control Computer for Manual PayStation with Coder and Monitor
1	SKIDATA Control Computer with Coder and Monitor
1	Commend Intercom System GE 700 and Monitor
9	CCTV Camera

Amendment #1
Revise
location name

Equipment List – ~~Stadium~~ P1 Stadium

Amendment #1
Remove line

Quantity	Description
4	SKIDATA Entry Column Unlimited
6	SKIDATA Exit Column Unlimited
2	SKIDATA Door/Gate opener Card Reader
12	SKIDATA Barrier Gate
3	SKIDATA XT Pay on Foot Machine
1	SKIDATA Credit, Cash Pay on Foot Machine
3	SKIDATA Control Computer for Manual PayStation with Coder and Monitor
2	SKIDATA Server and Monitor
2	SKIDATA Control Computer and Monitor
1	SKIDATA Laser Printer
1	SKIDATA Credit Card WorkStation and Monitor
1	Commend Intercom System GE 700 and Monitor
1	ET901 – A IP-Box Inclu Network Switch
16	CCTV Camera
4	CCTV Samsung DVR and Monitors

Amendment #1
Remove line

Equipment List – IRC

Quantity	Description
6	SKIDATA Door/Gate opener Card Reader
6	SKIDATA Barrier Gate
1	SKIDATA Control Computer and Monitor
1	Commend Intercom System GE 700 and Monitor
6	CCTV Camera

Amendment #1
Remove line

Amendment #1
Revise
location

Equipment List – ~~Hall of Administration~~

Quantity	Description
4	SKIDATA Entry Column Unlimited

1	SKIDATA Exit Column Unlimited
2	SKIDATA Barrier Gate
1	SKIDATA Control Computer for Manual PayStation with Coder and Monitor
1	Commend Intercom System GE 700 and Monitor
3	CCTV Camera
1	ELK Voice Announce Computer Sound Interface Card
1	ELK Voice Announcement Output Board

Amendment #1
Revise location name

Equipment List – ~~Twin Towers~~ P7 Twin Towers

Quantity	Description
4	SKIDATA Entry Column Unlimited
3	SKIDATA Exit Column Unlimited
1	SKIDATA Door/Gate opener Card Reader
8	SKIDATA Barrier Gate
1	SKIDATA XT Pay on Foot Machine
2	SKIDATA Control Computer for Manual PayStation with Coder and Monitor
1	SKIDATA Control Computer and Monitor
1	Commend Intercom System GE 700 and Monitor
9	CCTV Camera

Amendment #1
Remove line

Equipment List – Manchester

Quantity	Description
3	SKIDATA Entry Column Unlimited
4	SKIDATA Exit Column Unlimited
10	SKIDATA Door/Gate opener Card Reader
17	SKIDATA Barrier Gate
3	SKIDATA Control Computer for Manual PayStation with Coder and Monitor
1	SKIDATA Control Computer and Monitor
1	Commend Intercom System GE 700 and Monitor
22	CCTV Camera
1	SKIDATA XT Pay on Foot Machine

Amendment #1
Remove line

Equipment List – ~~OCPW Admin Offices~~ OCPW Administration and Accounting Offices

Quantity	Description
2	SKIDATA Control Computer for Manual PayStation with Coder and Monitor
2	SKIDATA Control Computer for WorkStation and Monitor
1	e:VAL Server and Monitor

Amendment #1
Revise location name

Amendment #1: Name Change

Amendment #3: Merger

County of Orange, OC Public Work

MA-080-15010652

~~Sentry Control Systems, Inc. Sentry Control Systems, LLC~~ SKIDATA, Inc

Equipment List – Civic Center Lot #1, Lot #2 and Civic Center Garage

Quantity	Description
10	SKIDATA Barrier Gates
2	SKIDATA Entry Column Unlimited
4	SKIDATA Exit Column Unlimited
3	SKIDATA Door/Gate Card Reader
2	SKIDATA OEM PC Dell XE (POS located at Civic Center Garage) and Monitor
1	Exaeg Netwrok Video Recorder with 2Tb and Monitor
10	Mini Dome CCTV camera 2/3 MP outdoor WDR & IR

Amendment #1
Remove lines**VII. EMV CHIP CONVERSION:**Amendment #1
Add EMV Chip
Conversion Installation**1. Equipment for EMV Chip Conversion**

Quantity	Description
23	Terminal Based Solution (EMV Capable) – Exit Lane
19	Terminal Based Solution (EMV Capable) – Manual Pay station
1	Terminal Based Solution (EMV Capable) - Pay-On-Foot
41	Mounting Bracket
1	Software – System Upgrade – Parking.Logic V10 (Update Package / Facility); Setup

2. EMV Chip Conversion Scope of Work:**Contractor Shall:**

A. Install and deploy EMV capable Terminal Based solution (Contact readers, pin pads, and/or add-on contactless reader as required by EMV):

- Exit Colum – 23
- Manual paystation (desktop coder) – 19
- Pay-on-foot (POF) -1 ('Credit Cash POF'; credit card only POF)
- Terminals support magnetic stripe credit cards, end-to-end encryption, as well as NFC such as Apple Pay through the contactless reader option.
- Offline payment acceptance

B. Setup System and SKIDATA software upgrade as required to support/complete installation of terminal based solution.

C. Complete a final system test and checkout of the Operational testing system.

D. Mount brackets for EMV Terminal Solution

E. Mount parking lane equipment (Gate, Ticket Dispensers, Card Readers, Etc.)

F. Upgrade Parking Logic V10 System

G. Commission Software and Hardware.

H. Confirm EMV certification.

Amendment #1: Name Change

Amendment #3: Merger

County of Orange, OC Public Work

MA-080-15010652

~~Sentry Control Systems, Inc. Sentry Control Systems, LLC~~ SKIDATA, Inc

I. Provide Programming of Graphic Displays

3. County Responsibilities:

A. Provide mounting Location(s) for equipment

B. Provide low voltage communication or control cable at time of installation.

C. Graphic Displays:

1. Provide Contractor updated graphics

Amendment #1
Add Pay on Foot Relocation
installation services

VIII. PAY ON FOOT RELOCATION:

1. Equipment for relocation:

Quantity	Description
2	100 Feet of Conduit & Cable Infrastructure
19	Labor
1	Low Voltage Sentry

2. Scope of work:

A. Contractor shall relocate Stadium Pay on Foot Device to P8 Transit Towers. The Pay on Foot will be located on the ground level, to the right of the northbound walkway exit – towards Santa Ana Blvd.

B. County Responsibilities:

1. Provide low voltage conduit with cable and 115-vac voltage conduit with cable.

Amendment #1: Name Change

Amendment #3: Merger

County of Orange, OC Public Work

MA-080-15010652

~~Sentry Control Systems, Inc. Sentry Control Systems, LLC~~ SKIDATA, Inc

Amendment #1
Add Transit Tower EMV
Chip Equipment installation

IX. P8 – TRANSIT TOWER EMV CHIP EQUIPMENT:**1. P8 – Transit Tower Equipment**

Quantity	Description
2	EXIT POWER.GATE UNLIMITED, HID, Includes
Incl.	Power.Gate-EXIT
Incl.	CO UNLIMITED BU
Incl.	CO UNLIMITED FEED+
Incl.	CO UNLIMITED BC C
Incl.	CO UNLIMITED 1x2 MAG
Incl.	Power.Gate/ Lite.Gate Touchscreen 7"
Incl.	Hardware LVPs
Incl.	Power.Gate User Interface Illuminated
Incl.	Power.Gate /Lite.Gate contour stripe illuminated
Incl.	Power.Gate Interface extension large
Incl.	Power.Gate Intercom DIGITAL
Incl.	Power.Gate/Lite.Gate lock keyed the same
Incl.	Power.Gate Ticket Tray – Small
Incl.	HID ProxPoint Plus (Black)
Incl.	12vdc, 1 amp, Reg. Adapter
2	ENTRY POWER.GATE UNLIMITED, HID
Incl.	Power.Gate-ENTRY
Incl.	Power.Gate Ticket Tray – Small
Incl.	CO UNLIMITED BU
Incl.	CO UNLIMITED FEED
Incl.	CO UNLIMITED BC C
Incl.	CO UNLIMITED 1x2 MAG
Incl.	Power.Gate/ Lite.Gate Graphic Display 7"
Incl.	Hardware LVPs
Incl.	Power.Gate User Interface Illuminated
Incl.	Power.Gate /Lite.Gate contour stripe illuminated
Incl.	Power.Gate Interface extension large
Incl.	Power.Gate Intercom DIGITAL
Incl.	Power.Gate/Lite.Gate lock keyed the same
Incl.	HID ProxPoint Plus (Black)
Incl.	12vdc, 1 amp, Reg. Adapter

4	BARRIER.GATE- Non-Illuminated With Folding Arm
Incl.	Barrier.Gate-BASIC-US
Incl.	Barrier.Gate-CABLE-LOOPDE
Incl.	Barrier.Gate-DET
Incl.	Barrier.Gate-F-BOOM 2.5-2.34
2	BARRIER.GATE-Standard Deluxe RGB Illuminated 10'
Incl.	Barrier.Gate-BASIC-US
Incl.	Barrier.Gate-CABLE-LOOPDE
Incl.	Barrier.Gate-DET
Incl.	Barrier.Gate-BOOM RGB 3.0
Incl.	Barrier.Gate-IF-SKIDATA
Incl.	Barrier.Gate-LEDLIGHT
Incl.	Barrier.Gate-LIGHT-STRIFE
2	MONTHLY ONLY (NEST) INTERCOM & HID
	Pedestal for Card Reader w/ Intercom
	Substation, duplex, weather resistant, 1 silver button
	RDR SD582 Interface Board w/ Power Supply
	Ethernet Extension Board
	Weigand converter board for SKIDATA
	ProxPoint Reader, Wiegand Output (Beige)
	Hardware LVPs
4	POWER.GATE INTERCOM DIGITAL ET908
12	PP PROTECTION POST
6	PP OFFSET (TOP) PROTECTION POST
8	MOUNTING PLATE FOR COLUMNS & GATES
	Mounting Plate - Lane Equipment
4	CUSTOM PEDESTAL FOR CARD READER
2	POWER.GATE INTERCOM DIGITAL ET901
	ACCESSORIES / OTHER
12	100 FEET OF CONDUIT & CABLE INFRASTRUCTURE
1	EMV TERMINAL SOLUTION - 2 EXITS
2	EMV MOUNTS (MISC)
8	GORILLA POST WITH MOUNTING PLATE
8	CAT 6 CABLE
6	VOICE ANNOUNCEMENT OUTPUT BOARD
1	36" WALL-MOUNT SERVER RACK
1	CAT 6 CABLE
1	GORILLA POST PULLER - LONG HANDLE
1	GORILLA POST EPOXY KIT FOR 20 POSTS
1	VOICE ANNOUNCE COMPUTER SOUND INTERFACE CARD
1	MISC. MATERIAL 01
1	MISC. MATERIAL 02

	SERVER/NETWORK EQUIPMENT
1	MOVE RUCKUS ZONEFLEX WIRELESS POINT TO POINT
1	HP 5810 PC BUNDLE
Incl.	1. HP5810 I5-4570S
Incl.	2. Hard Drive , HP 500GB, SATA-600
Incl.	3. 4GB Memory for HP5810
Incl.	4. Microsoft Windows 7 Professional
1	CISCO SG300-52
	MANAGEMENT SYSTEM SOFTWARE
6	SFTW NON SKIDATA READER, EACH ADDL READER
	INTERCOM
1	G3 GE 300 IP-INTERCOM SERVER
1	COMMEND LAN INTERFACE LICENSE 8 CONNECTIONS
1	G3 INTERCOM SUBSCRIBER BOARD IP 4 B FEATURES
1	G3 - LICENSE UPGRADE G3-IP-4B TO G3-IP-8B

2. P8 – Transit Tower Scope of Work:**Contractor Shall****A. Remove existing equipment and replace with new SKIDATA lane equipment.**

- Install/deploy 2 new entrance columns.
- Install/deploy 2 new exit columns.
- Install/deploy 4 new gates.
- Add 1 Gate Nest Entry, 1 gate nest Exit, electrical, and power by Sentry

B. Install and deploy wireless access points.**C. Test existing loops during installation.**

- Contractor will replace loops if needed.

D. Install conduit to bring power and data to the island (exit lane) from entrance lane (approximately 20 ft. from island/lane); perform all conduit/trenching, as necessary; Contractor will provide and pull new cable between entrance and exit lane only (approx. 20 feet).**E. Install new conduit to bring power and data to 2 (two) new nesting lanes, Contractor will form and pour new concrete islands, cut and install 4 (four) new loops. If needed.****F. Connect Transit Towers P8 Carpark to the County SKIDATA server.****X. FULL SERVICE EASY CASH POF INSTALLATION:**

Amendment #1
Add Full Service Easy
Cash POF Installation

1. Full Service fast Cash POF with Cashflow Bill Acceptor Equipment:

Quantity	Description
5	Full Service Easy Cash POF w/Cashflow Bill Acceptor

Incl.	License, SQL 2008 SRV-CAL/V2, MS SQL
Incl.	SFTW MS XP Embedded - Order with SKIDATA PC's only
Incl.	POF Easy.Cash Rack
Incl.	POF-EC Coder Unlimited
Incl.	POF-EC Coder Unlimited Feeder+
Incl.	POF-EC Crosswise Barcode
Incl.	POF-EC Easy Cash Basic Unit (3-Color) – with 946010324
Incl.	POF-EC Mag Stripe Reader (1 way)
Incl.	Hardware LVPs
Incl.	POF EC Banknote reader w/stacker Cashflow
Incl.	Hardware LVPs
Incl.	Hopperset for US
Incl.	WEB KEY Unmanaged Setup Kit (Incl: 1 Grand Master Key, 2 User Keys, Configuration/Setup)
Incl.	USB Keyboard w/ Mouse
	If Needed; Retro-fit Kit Hopper Extension (for POF option above-- POF w/ cashflow bill acceptor)

2. Full Service Fast Cash POF with Cashflow Bill Acceptor Scope of Work:

Installation Locations:

- Quantity 1 (one) - Manchester Parking Complex, including Manchester North (Visitor)
- Quantity 2 (two) - P2 / P6 - Superblock, including Appellate Court Parking Structure
- Quantity 1 (one) - P7 - Twin Towers
- Quantity 1 (one) - P1 - Stadium

Contractor Shall

- Remove and dispose existing equipment.
- Install 5 (five) POF's equipment
- Test existing conduit during installation.
 - Contractor will replace conduit if needed.

ATTACHMENT B CONTRACTOR'S PRICING

- I. COMPENSATION:** This is a Contract between the County and Contractor for PARCS Maintenance Services, as set forth in Attachment A, "Scope of Work".

The Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing, labor, insurance, bonds, prevailing wage, vehicles, equipment, tools, materials, overhead, travel, etc. 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. The Contractor shall only be compensated as set forth herein below for work performed in accordance with the Scope of Work. The County shall have no obligation to pay any sum in excess of total Contract amount specified herein unless authorized by amendment in accordance with Articles "24" and "39" of the County Contract Terms and Conditions.

~~**II. CONTRACTOR FEES:** Payment shall be made in accordance with the provisions of this Contract. Payment is as specified below. **Total Contract Amount for five (5) years shall not exceed \$992,392.**~~

Amendment #1
Add increase

~~**II. CONTRACTOR FEES:** Payment shall be made in accordance with the provisions of this Contract. Payment is as specified below. **Total Contract Amount for five (5) years shall not exceed \$1,808,392.**~~

Amendment #2
Add increase

II. CONTRACTOR FEES: Payment shall be made in accordance with the provisions of this Contract. Payment is as specified below.

Total Contract Not-to-Exceed Amount: \$ 2,008,392.00

Amendment #3
Add increase
of \$200,000

Amendment
#1
Revise one-
time
Wireless
installation
service
language

1. **Wireless Solution:** ~~Contractor shall provide and install Wireless Solution in accordance with Attachment A, Section IV. The one time cost to provide and install the Wireless Solution shall not exceed \$49,930. Cost for Maintaining the Wireless Solution is included with Maintenance Services.....\$49,930~~ Cost for Maintaining the Wireless Solution is included with Maintenance Services.

Amendment
#1
Add fees for
EMV Chip
Conversion,
Relocation
of Surplus
Equipment
and POF
Installations

2. **EMV Chip Conversion, Relocation of Surplus Equipment, and POF Installation:** Contractor shall provide equipment and installation for conversion of OCPW's Parking Access and Revenue Control Systems (PARCS) in accordance with Attachment A, Section VII. and IX. Contractor shall provide Relocation of surplus services in accordance with Attachment A, Section VIII. Contractor shall provide equipment and installation for POF ("Paid-On-Foot") machines in accordance with Attachment A, Section X. The one-time cost to provide and install POF machines shall not exceed \$816,000. Cost for Maintaining the equipment is included with Maintenance Services.

3. **Maintenance Services and Additional Work:**

<u>Period</u>	<u>Annual Amount</u>	<u>Add'l Work</u>	<u>Total Amount</u>
1//1/15 – 12/31/15	\$150,000.00	\$25,000.00	\$175,000.00
1//1/16 – 12/31/16	\$156,000.00	\$25,000.00	\$181,000.00

County of Orange, OC Public Work

~~Sentry Control Systems, Inc. Sentry Control Systems, LLC~~ SKIDATA, Inc

MA-080-15010652

Amendment #1: Name Change

Amendment #3: Merger

Amendment #2
Amended totals

1//1/17 – 12/31/17	\$162,240.00	\$25,000.00	\$187,240.00
1//1/18 – 12/31/18	\$227,136.00	\$170,352.00	\$195,352.00
1//1/19 – 12/31/19	\$238,492.00	\$170,352.00	\$203,870.00
Total Amount:			\$942,462.00

Amendment #1
Add language
to deducted
funds for
maintenance
Program

**Due to the CCTV Equipment no longer included in the maintenance program, \$2,500 will be deducted monthly for the remainder of the Contract.*

4. **Additional Work Hours and Labor Rate:** Additional Work will be provided as specified in Attachment A, Section III
- Standard rates are billed in 30 minute increments with minimum periods defined in the table below. Time exceeding any 30 minute increment is rounded up to the next increment. These rates are applicable during normal Sentry business hours, Monday – Friday, 8am – 5pm.

Labor Category	Time of Service	Minimum Time	Rate for Minimum Period	Hourly Rate After Minimum Period
Service Technician	Regular Hours	One-half hour	\$145	\$145
System Engineer	Regular Hours	One-half hour	\$190	\$190

Regular Service: Monday – Friday, 8am – 5pm

Afterhours (Emergency) Service:

Monday – Saturday @ 2 times the regular Service or Systems Engineer rates (two hour minimum charge).

Sunday & Holidays @ 2.5 times the regular Service or Systems Engineer rates (two hour minimum charge).

5. **Consumables:** Consumables items will be paid with funds allocated for Additional Work. Contractor shall obtain written permission prior to replacing any and all consumable items.

III. PRICE INCREASES/DECREASES: Any increase in compensation or change in price shall be agreed to in advance and will be provided through an amendment to this Contract.

IV. PAYMENT TERMS: Invoices are to be submitted quarterly in advance of services to the address specified below (4 invoices per year). Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange. Invoices shall be verified and approved by the County and subject to routine processing requirements. The responsibility for providing an acceptable invoice to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.

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.

Amendment #1: Name Change

Amendment #3: Merger

County of Orange, OC Public Work

MA-080-15010652

~~Sentry Control Systems, Inc.~~ ~~Sentry Control Systems, LLC~~ SKIDATA, Inc

V. **INVOICING INSTRUCTIONS:** The Contractor will provide an invoice on the Contractor's letterhead. Each invoice will have a unique number and will include the following information:

- a. Contractor's name and address
- b. Contractor's remittance address, if different from (a), above
- c. Name of County agency/department
- d. Delivery/service address
- e. Contract number
- f. Service Date
- g. Description of Services
- h. Total
- i. Taxpayer ID number

Invoices and support documentation are to be forwarded to:

OC Public Works
Attn: Accounts Payable
300 N. Flower St., 8th Floor
Santa Ana, CA 92703