

CONTRACT MA-080-20010556

FOR

**PARKING ACCESS AND REVENUE CONTROL SYSTEM EQUIPMENT,
MAINTENANCE AND REPAIR**

BETWEEN

OC PUBLIC WORKS

AND

SCHEIDT & BACHMANN USA, INC.



**CONTRACT MA-080-20010556
WITH
SCHEIDT & BACHMANN USA, INC.
FOR
PARKING ACCESS AND REVENUE CONTROL SYSTEM, (“PARCS”) EQUIPMENT,
MAINTENANCE AND REPAIR**

THIS CONTRACT MA-080-20010556 for Parking Access and Revenue Control System, (“PARCS”) Equipment, Maintenance and Repair (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 Scheidt & Bachmann USA, Inc., with a place of business at 1001 Pawtucket Blvd., Lowell, MA (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 Work
- Attachment B – Contractor’s Pricing
- Attachment C – Schedule of Deductions
- Attachment D – Staffing Plan
- Attachment E – Out-of-Scope Non-Covered Parts Pricing
- Attachment F – Installation, Transition and Implementation Plan

RECITALS

WHEREAS, Contractor and County are entering into this Contract for PARCS Equipment, Maintenance and Repair under a usage Contract; and,

WHEREAS, County solicited Contract for PARCS Equipment, Maintenance and Repair as set forth herein, and Contractor represented that it is qualified to provide PARCS Equipment, Maintenance and Repair to the County as further set forth here; and,

WHEREAS, Contractor agrees to provide PARCS Equipment, Maintenance and Repair to the County as further set forth in the Scope of Work, attached hereto as Attachment A; and,

WHEREAS, County agrees to pay Contractor based on the schedule of hourly rates set forth in Payment/Compensation, attached hereto as Attachment B; and,

WHEREAS, the County Board of Supervisors has authorized the County Procurement Officer or designee to enter into a Contract for PARCS Equipment, Maintenance and Repair with the Contractor; and,

NOW, THEREFORE, the Parties mutually agree as follows:

DEFINITIONS

DPA shall mean the Deputy Purchasing Agent assigned to this Contract.

PARCS – Parking Access and Revenue Control

PCI - shall mean Payment Card Industry

PCI-DSS - Payment Card Industry Data Security Standard for organization that handle branded credit cards from the major card schemes.

PA-DSS – Payment Application Data Security Standard prevent developed payment applications for third parties from storing prohibited secure data including magnetic strip, CVV2, or PIN.

VPN – Virtual Private Network extends a private network across a public network.

MFA – Multifactor Authentication is a security system that requires more than one method of authentication.

SAN – Storage Area Networks

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 Procurement Officer 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) in accordance with the requirements of the Contract, 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 **article "Z"** below, and as more fully described in **article "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 **article "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 after 30 days' written notice, without cause. In this event, Contractor shall be entitled to recover all costs incurred before the date of termination. County has the right to terminate this Contract for cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. In

the case of a material breach, Contractor shall be allowed not less than (10) days from notice of breach of Contract to cure the breach in accordance with a plan approved by the County. 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.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

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:

<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
Employers Liability Insurance	\$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 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.

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/Procurement or the agency/department procurement 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/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, and the County agrees to an assignment of the 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.

In addition, 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 if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as 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, conflict of interest or litigation status, 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.

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 **article "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:** Prior to the County's express acceptance of delivery of products. 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.
- 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 PARCS Equipment, Maintenance and Repair from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as "Attachment A".

Amendment No. 1: Renew for 1 year

2. ~~**Term of Contract:** This Contract shall commence on January 28, 2020 or upon the approval of the Contract by the Orange County Board of Supervisors, whichever occurs later and shall continue for three (3) calendar years from that date, unless otherwise terminated by County. This Contract may be renewed as set forth in article 3 below.~~

- 2. **Term:** This Contract shall be renewed for one (1) year effective February 25, 2023 through February 24, 2024

Amendment No. 2: Renew for 1 year

This Contract shall be renewed for one (1) year effective February 25, 2024 through February 24, 2025.

Amendment No. 1: Amended to reflect renewal

- 3. ~~**Renewal:** This Contract may be renewed by mutual written agreement of both Parties for two (2) additional one (1) year terms. The County does not have to give reason if it elects not to renew. Renewal periods shall be subject to approval by the County of Orange Board of Supervisors~~

Amendment No. 2: Reserved

- 3. ~~**Renewal:** This Contract may be renewed by mutual written agreement of both Parties for one (1) additional one (1) year term. The County does not have to give reason if it elects not to renew. Renewal periods shall be subject to approval by the County of Orange Board of Supervisors. Reserved.~~

- 4. **Adjustments – Scope of Work:** No adjustments made to the Scope of Work will be authorized without prior written approval of the County assigned Deputy Purchasing Agent.

- 5. **Breach of Contract:** The failure of the Contractor to substantially comply with or perform 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:

Terminate the Contract immediately, pursuant to Section K herein;

- a) 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;
- b) Discontinue payment to the Contactor for and during the period in which the Contractor is in breach; and
- c) 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. **Compliance with County Information Technology Policies and procedures:**

Policies and Procedures

Contractor, its subcontractors, the Contractor personnel, and all other agents and representatives of
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OC Public Works *PARCS Equipment, Maintenance and Repair* *File No.: C019147*

Contractor, will at all times comply with and abide by all Information Technology (IT) policies and procedures of the County that are provided or made available to Contractor that reasonably pertain to Contractor (and of which Contractor has been provided with advance notice) in connection with Contractor's performance under this Contract. Contractor shall cooperate with the County in ensuring Contractor's compliance with the IT policies and procedures described in this Contract and as adopted by the County from time-to-time, and any violations or disregard of such IT policies or procedures shall be deemed a material breach of this Contract. In addition to the foregoing, Contractor shall comply with the following:

Security and Policies

All performance under this Contract, shall be in accordance with the County's security requirements, policies, and procedures as set forth above and as modified, supplemented, or replaced by the County from time to time, in its sole discretion, by providing Contractor with a written copy of such revised requirements, policies, or procedures reasonably in advance of the date that they are to be implemented and effective (collectively, the "Security Policies").

Contractor shall at all times use industry best practices and methods with regard to the prevention, detection, and elimination, by all appropriate means, of fraud, abuse, and other inappropriate or unauthorized access to County systems accessed in the performance of services in this Contract.

Information Access

The County may require all Contractor personnel performing services under this Contract to execute a confidentiality and non-disclosure Contract concerning access protection and data security in the form provided by County. The County shall authorize, and Contractor shall issue, any necessary information-access mechanisms, including access IDs and passwords, and in no event shall Contractor permit any such mechanisms to be shared or used by other than the individual Contractor personnel to whom issued. Contractor shall provide each Contractor Person with only such level of access as is required for such individual to perform his or her assigned tasks and functions. All County systems, and all data and software contained therein, including County data, County hardware and County software, used or accessed by Contractor: (a) shall be used and accessed by such Contractor solely and exclusively in the performance of their assigned duties in connection with, and in furtherance of, the performance of Contractor's obligations hereunder; and (b) shall not be used or accessed except as expressly permitted hereunder, or commercially exploited in any manner whatsoever, by Contractor, at any time.

Enhanced Security Procedures

The County may, in its discretion, designate certain areas, facilities, or systems as requiring a higher level of security and access control. The County shall notify Contractor in writing reasonably in advance of any such designation becoming effective. Any such notice shall set forth in reasonable detail the enhanced security or access-control procedures, measures, or requirements that Contractor shall be required to implement and enforce, as well as the date on which such procedures and measures shall take effect. Contractor shall fully comply with and abide by all such enhanced security and access measures and procedures as of such date.

Breach of Security

Any breach or violation by Contractor of any of the foregoing shall be deemed a material breach of a material obligation of Contractor under this Contract and may be deemed an incurable and material breach of a material obligation of Contractor under this Contract resulting in termination.

Conduct on County Premises

Contractor shall, at all times, comply with and abide by all reasonable policies and procedures of the County (or that may be established thereby, from time to time) that pertain to conduct on the County's premises, possession or distribution of contraband, or the access to, and security of, the Party's real property or facilities, to the extent that the Contractor has been provided with a copy of each such policy or procedure. Contractor shall exercise due care and diligence to prevent any injury to persons or damage to property while on the other Party's premises. The operation of vehicles by either Party's personnel on the other Party's property shall conform to posted and other applicable regulations and safe-driving practices. Vehicular accidents occurring on a Party's property and involving either Party's personnel shall be reported promptly to the appropriate Party's personnel. Each Party covenants that at all times during the Term, it, and its employees, agents, and Subcontractors shall comply with, and take no action that results in the other Party being in violation of, any applicable federal, state, and local laws, ordinances, regulations, and rules. Each Party's personnel shall clearly identify themselves as the appropriate Party's personnel and not as employees of the other Party. When on the other Party's premises, each Party's personnel shall wear and clearly display identification badges or tags, as approved by the other Party.

Security Audits

Each Contract Year, County may perform or have performed security reviews and testing based on an IT infrastructure review plan. Such testing shall ensure all pertinent County security standards as well as any customer agency requirements, such as federal tax requirements or HIPPA.

- 8. **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.
- 9. **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.
- 10. **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 requires the removal of Contractor's Project Manager from providing further services under the Contract.

- 11. **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.

12. **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.
13. **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 the pre-negotiated prices and terms in this Contract will be responsible for issuing their own purchase documents/contracts, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any contract entered into with another department or entity that is entered into and incorporates by reference the pre-negotiated prices and terms of this Contract a contractual 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 by Contractor and grounds for immediate Contract termination. Departments or entities making use of the pre-negotiated prices and terms of this Contract are responsible for obtaining all certificates of insurance and bonds required when entering into their own contract. 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.
14. **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.
15. **Default – Reprourement 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.
16. **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, as specified in Article 24. "Notices," 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.

17. **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.

18. **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, subarticle 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

19. **Equipment – Acceptance Testing:** Acceptance testing is intended to ensure that the equipment acquired operates in substantial accord with the Contractor’s technical specifications, is adequate to perform as warranted by the Contractor, and evidences a satisfactory level of performance reliability prior to its acceptance by the County. If the equipment to be installed includes operating software as listed in the Contract or order, such operating software shall be present for the acceptance test unless substitute operating software acceptable to the County is provided. Acceptance testing may be required as specified in the Contract or order for all newly installed technology systems, subsystems, and individual equipment and machines that are added or field modified (e.g., modification of a machine from one model to another, after a successful performance period).
20. **Equipment – Maintenance:** If the Contractor is unable to perform maintenance or, after this Contract has come to an end, the County desires to perform its own maintenance on equipment purchased under this contract, then, upon written notice by the County, the Contractor shall provide, at Contractor’s then current rates and fees, adequate and reasonable assistance, including relevant documentation, to allow the County to maintain the equipment based on the Contractor’s methodology. The Contractor agrees that the County may reproduce such documentation for its own use in maintaining the equipment. If the Contractor is unable to perform maintenance, the

Contractor agrees to license any other Contractor that the County may have hired to maintain the equipment to use the above-noted documentation.

The County agrees to include the Contractor's copyright notice on any such documentation reproduced, in accordance with copyright instruction to be provided by the Contractor.

This section shall survive expiration of the Contract if the County has given notice of its intention to perform its own maintenance not less than 60 days prior to the end of the Contract.

21. **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 project manager and key personnel attached hereto, 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 the 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.
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. **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.

Amendment No. 2: Update contact info

24. **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: ~~Scheidt & Bachmann USA, Inc.~~
~~Attn: Robert Johnson~~
~~1001 Pawtucket Blvd.~~
~~Lowell, MA 01854~~
~~Phone: 860-841-0915~~
~~Email: Johnson.Robert@Scheidt-Bachmann-USA.com~~

Scheidt & Bachmann USA, Inc.
 Attn: Angela Pebbles
 1001 Pawtucket Blvd.
 Lowell, MA 01854
 Phone: 916-240-1645
 Email: apeebles@S-B-USA.com

County's Project Manager: OC Public Works/Parking Administration
 Attn: Stacy Mohler
 601 North Ross Street
 Santa Ana, CA 92701
 Phone: 714-667-9622
 Email: Stacy.Mohler@ocpw.ocgov.com

cc: ~~OC Public Works/Procurement Section~~
~~Attn: Avelino Javier, County DPA~~
~~601 North Ross Street,~~
~~Santa Ana, CA 92701~~
~~Phone: 714-667-9627~~
~~Email: Avelino.Javier@ocpw.ocgov.com~~

OC Public Works/Procurement Section
 Attn: Helen Wong, County DPA
 601 North Ross Street
 Santa Ana, CA 92701
 Phone: 714-667-9694
 Email: Helen.Wong@ocpw.ocgov.com

25. **Payment Card Industry Data Security Standard (PCI DSS):** Contractor warrants that it will handle, store, manage, and protect any payment card and customer data that may be in the possession of the Contractor in a manner that is compliant with all applicable PCI Data Security Standards.

For any Contractor systems that are considered to be within the Parking Administration PCI scope, Contractor shall make those systems available for Parking Administration’s PCI auditor to inspect. Contractor shall also support the collection of PCI compliance evidence as described within the Contract Scope of Work.

26. **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.

27. **Project Manager, County:** The County shall appoint a project manager 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.

The County’s project manager shall have the right to require the removal and replacement of the Contractor’s project manager and key personnel. The County’s project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within three (3) business days after written notice from 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 and key personnel. Said approval shall not be unreasonably withheld. 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.

28. **Software – Documentation:** The Contractor agrees to provide to the County the County-designated number of all manuals and other associated printed materials and updated versions thereof, which are necessary or useful to the County in its use of the equipment or software provided hereunder. The County will designate the number of copies for production use and the number of copies for disaster recovery purposes and will provide this information to the Contractor.

If additional copies of such documentation are required, the Contractor shall provide such manuals at the request of the County. The requesting agency/department shall be billed for the manuals and any associated costs thereto by invoice. The Contractor agrees to provide such additional manuals at prices not in excess of charges made by the Contractor to its best customers for similar publications.

The Contractor further agrees that the County may reproduce such manuals for its own use in maintaining the equipment or software provided hereunder. The County agrees to include the Contractor’s copyright notice on any such documentation reproduced in accordance with copyright instructions to be provided by the Contractor.

29. **Software – Future Releases:** If improvement, upgraded, or enhancement versions of any software product under this Contract are developed by the Contractor and are made available to other licensees, they will be made available to the County at the County’s option, provided such versions are operable on the same computer hardware configuration. The charge for such upgrading to the later version of the software will be the difference between the price established by the Contractor for the later version and the price specified herein or the then prevailing prices of the currently installed version.

30. **Software – Maintenance:** The correction of any residual errors in any software products, which may be discovered by the Contractor or by the County, will be considered maintenance. The Contractor without additional charge will perform such maintenance for the duration of this Contract. Suspected errors discovered by the County in the software products will be handled by the following procedure:

a. A listing of the output and a copy of the evidential input data in machine-readable format

will be submitted to the Contractor along with a completed copy of the appropriate Contractor information form and, if appropriate, a listing of the contents of the memory of the CPU at the time the error was noted.

- b. Errors in the software product as verified by the Contractor shall be corrected by providing a new copy of said software product or a new copy of the affected portions in machine-readable format.

The Contractor shall be available to assist the County in isolating and correcting error conditions caused by the County's particular hardware or operating system at rates specified in this Contract.

If the Contractor is called upon by the state to correct an error caused by the County's negligence, modification by the County, County-supplied data, or machine or operator failure or due to any other cause not inherent in the original software products, the Contractor reserves the right to charge the County for such service on a time and material basis at rates in accordance with the Contract.

31. **Software – Protection:** The County agrees that all material appropriately marked or identified as proprietary, whether oral or written, and furnished hereunder are provided for County's exclusive use for the purposes of this agreement only and will be held in confidence. All proprietary data shall remain the property of the Contractor. County agrees to take all reasonable steps to ensure that such data are not disclosed to others without prior written consent of the Contractor. The County will ensure, prior to disposing of any media, that any licensed materials contained thereon have been erased or otherwise destroyed.

The County agrees that it will take appropriate action by instruction, agreement or otherwise with its employees or other persons permitted access to licensed programs and/or optional materials to satisfy its obligations under this agreement with respect to use, copying, modification and protection and security of licensed programs and optional materials.

32. **Software – Right to Copy or Modify:** Any software product by the contractor in machine-readable format may be copied, in whole or in part, in printed or machine-readable format for use by the County with the designated CPU to perform one-time benchmark tests, for archival or emergency restart purposes, to replace a worn copy, to understand the contents of such machine-readable material, provided, however that no more than the County- and contractor-agreed to number of copies will be in existence under this contract at any one time without the prior written consent from the contractor. The contractor shall not unreasonably withhold such consent. The original and any copies of the software product, in whole or in part, which are made hereunder, shall be the property of the contractor.

The County agrees to keep any such copies and the original at a contractor and County mutually designated County location, except that the County may transport or transmit a copy of the original of any software product to another County location for backup use when required by CPU malfunction, provided the copy or the original is destroyed or returned to the designated location when the malfunction is corrected.

The County may modify any non-personal computer software product in machine-readable format for its own use and merge it into other program material. Any portion of the software product included in any merged program material shall be used only on the designated CPUs and shall be subject to the terms and conditions of this contract.

33. **Substitutions:** The contractor is required to meet all specifications contained herein. No substitution will be accepted without prior County written approval.
34. **Termination – Orderly:** After receipt of a termination notice from the County of Orange, the Contractor may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination,

unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. 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 performance of the Contract.

35. **Usage:** The County gives no guarantee to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at rates/prices listed in the Contract, regardless of quantity requested.
36. **Usage Reports - Quarterly:** The Contractor shall submit usage reports on a quarterly 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.
37. **Usage Reports – Semi-Annual:** The Contractor shall submit usage reports on a semi-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.
38. **Usage Reports – Annual:** 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.
39. **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.
40. **Prevailing Wage Requirements**
- a. **Threshold Requirements for Prevailing Wages:** Except for public works projects of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works.
 - b. **Wage Rates:** Contractor shall post a copy of the wage rates at the job site and shall pay the adopted prevailing wage rates as a minimum. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the Board of Supervisors has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this Contract from the Director of the Department of Industrial Relations. These rates are on file with the Clerk of the Board of Supervisors. Copies may be obtained at cost at the office of County's OC Public Works/OC Facilities & Asset Management/A&E Project Management or visit the website of the Department of Industrial Relations, Prevailing Wage Unit at www.dir.ca.gov/DLSR/PWD. The Contractor shall comply with the provisions of Sections 1774, 1775, 1776 and 1813 of the Labor Code.
 - c. **Apprenticeship Requirements:** The Contractor shall comply with Section 230.1(A), California Code of Regulations as required by the Department of Industrial Relations, Division of Apprenticeship Standards by submitting DAS Form to the Joint Apprenticeship Committee of the craft or trade in the area of the site.

- d. **Registration of Contractor:** All contractors and subcontractors must comply with the requirements of Labor Code Section 1771.1(a), pertaining to registration of contractors pursuant to Section 1725.5. Bids cannot be accepted from unregistered contractors except as provided in Section 1771.1. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. After award of the contract, Contractor and each Subcontractor shall furnish electronic payroll records directly to the Labor Commissioner in the manner specified in Labor Code Section 1771.4.
- e. **Payroll Records:** Contractor and any Subcontractor(s) shall comply with the requirements of Labor Code Section 1776. Such compliance includes the obligation to furnish the records specified in Section 1776 directly to the Labor Commissioner in an electronic format, or other format as specified by the Commissioner, in the manner provided by Labor Code Section 1771.4.

The requirements of Labor Code Section 1776 provide, in summary:

- i. Contractor and any Subcontractor(s) performing any portion of the work under this Contract shall keep an accurate record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or any Subcontractor(s) in connection with the work.

Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

- i. The information contained in the payroll record is true and correct.
- ii. The employer has complied with the requirements of Labor Code Sections 1771, 1811, and 1815 for any work performed by his or her employees in connection with the Contract.
- iii. The payroll records shall be certified and shall be available for inspection at the principal office of Contractor on the basis set forth in Labor Code Section 1776.
- iv. Contractor shall inform County of the location of the payroll records, including the street address, city and county, and shall, within five (5) working days, provide a notice of any change of location and address of the records.
- v. Pursuant to Labor Code Section 1776, Contractor and any Subcontractor(s) shall have 10 days in which to provide a certified copy of the payroll records subsequent to receipt of a written notice requesting the records described herein. In the event that Contractor or any Subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to County, forfeit \$100, or a higher amount as provided by Section 1776, for each calendar day, or portion thereof, for each worker to whom the noncompliance pertains, until strict compliance is effectuated. Contractor acknowledges that, without limitation as to other remedies of enforcement available to County, upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the California Department of Industrial Relations, such penalties shall be withheld from progress payments then due Contractor. Contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

vi. Contractor and any Subcontractor(s) shall comply with the provisions of Labor Code Sections 1771 et seq., and shall pay workers employed on the Contract not less than the general prevailing rates of per diem wages and holiday and overtime wages as determined by the Director of Industrial Relations. Contractor shall post a copy of these wage rates at the job site for each craft, classification, or type of worker needed in the performance of this Contract, as well as any additional job site notices required by Labor Code Section 1771.4(b). Copies of these rates are on file at the principal office of County's representative, or may be obtained from the State Office, Department of Industrial Relations ("DIR") or from the DIR's website at www.dir.ca.gov. If the Contract is federally funded, Contractor and any Subcontractor(s) shall not pay less than the higher of these rates or the rates determined by the United States Department of Labor.

f. **Work Hour Penalty:** Eight (8) hours of labor constitute a legal day's work, and forty hours constitute a legal week's work. Pursuant to Section 1813 of the Labor Code of the State of California, the Contractor shall forfeit to the County Twenty Five Dollars (\$25) for each worker employed in the execution of this Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than the legal day's or week's work, except that work performed by employees of said Contractor and subcontractors in excess of the legal limit shall be permitted without the foregoing penalty upon the payment of compensation to the workers for all hours worked in excess of eight hours per day of not less than 1-1/2 times the basic rate of pay.

g. **Apprentices:** The Contractor acknowledges and agrees that, if this Contract involves a dollar amount greater than or a number of working days greater than that specified in Labor Code Section 1777.5, this Contract is governed by the provisions of Labor Code Section 1777.5. It shall be the responsibility of the Contractor to ensure compliance with this Article and with Labor Code Section 1777.5 for all apprenticeable occupations.

Pursuant to Labor Code Section 1777.5 if that Section applies to this Contract as indicated above, the Contractor and any subcontractors under him employing workers in any apprenticeable craft or trade in performing any work under this Contract shall apply to the applicable joint apprenticeship committee for a certificate approving the Contractor or subcontractor under the applicable apprenticeship standards and fixing the ratio of apprentices to journeymen employed in performing the work.

Pursuant to Labor Code Section 1777.5 if that Section applies to this Contract as indicated above, he Contractor and any subcontractor under him may be required to make contributions to the apprenticeship program.

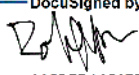
The Contractor and all subcontractors under him shall comply with Labor Code Section 1777.6 which Section forbids certain discriminatory practices in the employment of apprentices.

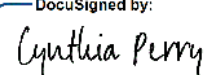
Signature Page follows

Signature Page

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date following their respective signatures.

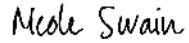
SCHEIDT & BACHMANN USA, INC.* a State of Delaware Corporation

DocuSigned by: 	Robert Johnson	Director of Business Development	12/24/2019
A05D7DA6527D4CC... Signature	Name	Title	Date

DocuSigned by: 	Cynthia Perry	secretary	12/24/2019
C6C48CAFE7A3488... Signature	Name	Title	Date

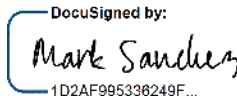
COUNTY OF ORANGE, A political subdivision of the State of California

COUNTY AUTHORIZED SIGNATURE:

	Nicole swain	Procurement Manager	2/25/2020
Signature	Name	Title	Date

APPROVED AS TO FORM:

County Counsel

By: 
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Deputy

Name: Mark Sanchez

Date: 12/24/2019

* 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 signee to bind the corporation.

**ATTACHMENT A
SCOPE OF WORK**

- I. Scope of Work:** Contractor shall provide all labor, materials, tools, and equipment for PARCS Equipment, Maintenance and Repair services at the locations listed below:
- A. County Administration South (CAS) underground parking and Parking Administration Office – 601 N. Ross St., Santa Ana – Card Access only
 - B. Civic Center Garage (CCG) Structure – 444 W. Civic Center Dr., Santa Ana – Card Access only
 - C. P8 Transit Tower Structure – 301 W. 5th St., Santa Ana – Card Access Nest and Revenue Parking
 - D. P7 Twin Towers Structure and Parking Operator Office – 1002 W. Santa Ana Blvd., Santa Ana – Card Access and Revenue Parking
 - E. P6 Superblock/Appellate Structure – 601 W. Santa Ana Blvd., Santa Ana – Card Access and Revenue Parking
 - F. P2 Superblock/Court Lot – 525 N. Flower St., Santa Ana – Card Access and Revenue Parking
 - G. P3 Courthouse Library Structure and Parking Operator Office – 690 W. Civic Center Dr., Santa Ana – Card Access and Revenue Parking
 - H. P1 Stadium Structure and Parking Operator Office - 1020 W. Civic Center Dr., Santa Ana – Card Access and Revenue Parking
 - I. Intake Release Center (IRC) Lot – 1040 W. 6th St., Santa Ana – Card Access only
 - J. Manchester South Structure and Lot (Employee) 343 The City Drive, Orange – Card Access Only
 - K. Manchester North Structure and Lot (Visitor) and Parking Operator Office – 313 The City Drive, Orange – Card Access, Nest and Revenue Parking

Amendment No. 1: Update Locations

- ~~L. West Justice Center Lots D & E (Westminster Civic Center) – 8156 13th St. & 13th St./All American Way, Westminster – Card Access and Revenue Parking.~~
- L. County Administration North (CAN) underground parking garage – 400 W. Civic Center Drive, Santa Ana, - Card Access Only
- M. P4 Visitor Parking Lot – 630 N. Broadway Santa Ana – Card Access and Revenue Parking

Amendment No. 2: Update Locations

- N. P10 Employee Lot – 610 N. Broadway Santa Ana, CA – Card Access Only

Contractor shall complete the installation, transition and implementation plan as identified in Attachment F of this Contract for the installation of the new PARCS equipment and the transition from the existing system and equipment.

The parking facilities and equipment requirements outlined in Attachment F 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 and would require an Amendment to this Contract, subject to approval by the County of Orange Board of Supervisors. These adjustments may result in an adjustment to Total Contract Amount.

II. Contractor Requirements

A. Covered Services and Parts

1. Contractor shall:

- a. Provide equipment, maintenance and repair services on the PARCS equipment, components, network, validation equipment, hardware and all installed and web-based software programs (“System”). No single service call or request, per location involving repairs shall exceed \$60,000.
- b. Provide services covered (“Covered Services”) under this Contract and included in the Attachment B Contractor’s Pricing.
- c. Provide non-covered services requested by the County, to be performed at Contractor’s rates as set forth in the Attachment B Contractor’s Pricing as “Rate Schedule for Non-Covered Services”.
- d. Supply an Extended Warranty following the Manufacturer Warranty Period.

All PARCS equipment components, software and hardware listed in “Equipment Covered in Services Agreement” (PARCS Equipment) are warrantied against failure by either manufacturer defect or normal wear and tear (“Extended Warranty”). All-inclusive costs (parts, labor required for repair or replacement of defective PARCS equipment identified in “Equipment Covered in Services Agreement”, warranty repairs, shipping charges, travel time, additional expenses relative to Extended Warranty, etc.) incurred during the Extended Warranty Period shall be provided without additional cost to the County.

- e. Supply advanced replacement of components, including but not limited to, switches, routers, Firewall, VPN concentrator and all other required network equipment.

Contractor shall replace all failed components with a serviceable part immediately or with minimal delay from their service inventory to reduce downtime according to the Priority level assigned by the County or Parking Operator to the request, and Repair Time in this Contract below. Failure to do so may result in assessment of penalties in accordance with Attachment C – Schedule of Deductions.

- f. Furnish and install all new parts, except those approved to be reinstalled by the County, materials and lubricants, which meet or exceed the original

equipment manufacturer's specifications. The County shall approve any parts other than those manufactured by the original equipment manufacturer 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.

B. Preventative

1. Contractor shall:

- a. Provide Monthly, Quarterly or Annual preventative maintenance, systematic inspection, detection, correction and prevention of incipient failures, including tests, measurements, adjustments, lubrication and labor to replace parts of the system including overall inspection of each workstation; ensure hard drives are in working order, verify memory usage and storage capacity.
- b. Provide schedule for preventative maintenance to County for review and approve.
- c. Maintain the PARCS Equipment at a minimum according to manufacturer's recommendations.

C. Network

1. Contractor shall:

- a. Provide all equipment, parts, materials and labor necessary to convert the existing system, which includes two networks (Civic Center and Manchester) into a single network.
- b. Contractor shall keep all equipment software and operating systems up to date and apply any security patches in a timely manner, pursuant to County patching guidelines for the network equipment.
- c. Contractor shall work with Orange County IT (OCIT) to develop the Wide Area Network infrastructure design until approved by the County. (Attachment F) Contractor shall provide OEM maintenance support for all network equipment included.
- d. Maintain, Support, and Monitor all network equipment, or its subcontractor and this service is included in the Contract price.

D. Software Updates and Upgrades

1. Contractor shall:

- a. Provide software upgrades and updates to the PARCS system as required to install new features, improve functionality and to maintain a functional system. Software upgrades shall include, but is not limited to, upgrades to the core application software, system hotfixes.
- b. Provide a remote accessibility solution using a Virtual Private Network (VPN) that includes a Multifactor Authentication (MFA).

c. Provide software updates and upgrades:

2. Supplier provided hotfixes to resolve specific issues are within the scope of this contract.
3. Labor to install and configure supplier hotfixes to resolve specific Parking Administration issues within the scope of this contract.
4. Payment Application hotfixes and updates to address Payment Credit Industry (PCI) compliance requirements per the Secure Implementation Guide based on the PA DSS v3.2 or current standard. See Payment Card Industry (PCI) PA-DSS Validation Provisions.
5. Labor to install and configure Payment Application hotfixes and updates to maintain PCI compliance requirements per the Secure Implementation Guide based on the PCI standards in effect are included. See Payment Card Industry (PCI) PA-DSS Validation Provisions.
6. This Contract specifically includes software, 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 current PCI DSS 3.2. Payment Application validation requirements. See Payment Card Industry (PCI) PA-DSS Validation Provisions.
7. Updates to firmware are included in the scope of this contract.
8. Updates to the servers, SANs and network equipment are included in the scope of this contract.
9. With the exception of anti-virus software and Microsoft products mentioned in Payment Card Industry (PCI) PA-DSS Validation Provisions, all other supplier updates, upgrades, or new releases are included in the scope of this contract.
10. Labor to install and configure all other supplier updates, upgrades or new releases is excluded from the scope of this contract. Refer to rates specified in Attachment B for labor rates associated with labor to install, configure, test, prepare documentation, provide training to PARKING ADMINISTRATION and/or the parking operator, and any other activities associated with these updates and upgrades.

E. Antivirus

1. Contractor shall provide an antivirus solution for all computer-based systems. The antivirus client shall always be active and receive regularly signature definitions.

F. Training

1. Contractor shall:
 - a. Provide unlimited customized training for County and County's Parking Operator at the County's request for the term of Contract.

Topics shall include but not limited to:

- i. PARCS equipment
- ii. Preventative maintenance
- iii. PARCS reporting
- b. Respond to County request for training within seventy-two (72) hours
- c. Provide a proposed schedule/dates for training to be mutually agreed upon
- d. Provide a proposed agenda for training for County approval no less than five (5) days prior to the mutually agreed to training date and topic. Contractor is to recommend or suggest additional topics to enhance training requested.
- e. Prepare appropriate documentation for training both in hard and soft copy formats for attendees and County if requested.
- f. Provide appropriate trainer for training.
- g. Provide sign-in sheets/ proof attendance and Certificates of Completion for the training provided to County

2. Training locations:

- a. Contractor's Training Center
- b. Parking Administration location(s) to be local

G. Help Desk

1. Contractor shall:

- a. Provide access to service help desk during the term of the contract
- b. Provide access to online, real-time access to remote service engineers who are able to launch remote service session to assist with technical issues.
- c. Provide a dedicated Account Manager/Project Manager to act as liaison between County and Contractor during the term of the Contract and to direct efforts in fulfilling obligations under this Contract.

H. Security

1. Contractor shall install and manage quarterly OS updates, firmware updates and security patches. Contractor shall provide network patching for all systems, OS compute, and network per County security patching guidelines.

I. PCI Support

1. Contractor shall:

- a. Provide assistance with credit card data key encryption changes and OS password changes. Provide that all passwords will meet minimum complexity requirements.
- b. Provide visual inspection to ensure all locks are in working order, no credit card skimmers exist, and for signs of tampering of equipment.
- c. Inspect of each workstation to ensure no unnecessary or unwanted applications are installed and/or running.
- d. Provide monthly PA DSS checklist to attest (Contractor) is performing their services for the PARCS Equipment, Maintenance and Repair stated in the Statement of Work related to PCI Compliance.

J. Operations

- 1. Contractor shall provide remote assistance with but not limited to rate changes, validation setup, password lockout, article and user group setup, software setup changes and ad hoc reporting.

K. Wear Parts

1. Contractor shall:

- a. Provide shear bolts, UPS batteries and locking assemblies in need of repair or replacement because of normal wear and tear.
- b. Provide thermal print heads when Certified PARCS tickets are used.

L. Response

1. Contractor shall:

- a. Provide expedited response to service calls by the County or the County's Parking Operator.
- b. Priority Definition: There are four priority levels for service requests ranging from Priority-1 (the highest priority) to Priority-4 (the lowest priority). Each priority level will have a required response time, as further defined in table below.
- c. Under no circumstances, except acts of nature, the PARCS shall be down without the ability of allowing parkers to enter and exit the parking garages/facilities and collecting parking revenues. In the event of losing entry/exit and/or revenue collection capabilities, the Contractor shall reimburse the County loss of revenue for the days and nights while the system was down. The amount of parking revenues lost will be

determined by the County based on the average collected revenue over the past three years for the same days and nights.

d. No one service call or request involving repairs shall exceed \$60,000.

M. Service Level Priority Definitions

Priority Code	Scope	Examples
1	Emergency: An entire critical sub-system is down or an entire parking structure is inoperable. <i>*Critical sub-systems include application servers (PARCS, Parking Guidance, Anti-Virus, Domain), data servers (PARCS), Credit Card System, Card Access System, Intercom System (entire system or two or more units down)</i>	<input type="checkbox"/> Any parking facility cannot exit any cars <input type="checkbox"/> The Credit Processing System is down <input type="checkbox"/> An entire entry or exit plaza within a structure is down
2	Urgent: An important sub-system is down or a major aspect of a parking structure is not functional. <i>*Important sub-systems include PARCS Workstations, Entry Lanes (two or more in a single structure), Pay of Foot, Exit Lanes (two or more in a single structure), Parking Space Count System as requested by County)</i>	<input type="checkbox"/> A manned cashier booth is down <input type="checkbox"/> Two or more express lanes are down simultaneously within a single parking structure
3	Normal: Normal, daily break/fix activity.	<input type="checkbox"/> Coder not functional <input type="checkbox"/> POF lock broken <input type="checkbox"/> One of the master handsets in the parking office is not functional <input type="checkbox"/> An electronic sign at an entry or exit lane is not functional or parking spot counts are reporting incorrect as deemed by parking operator
4	Scheduled Maintenance or Priority 1 – 3 as requested by County.	<input type="checkbox"/> Routine Scheduled Maintenance activity <input type="checkbox"/> If we have permission for delay on Priority 1–3, the authorized Customer contact name must be logged

N. Parking Administration Operational hours

1. Parking Administration Operational Hours are from 0500-0000 hours PST 365 days of the year.

O. Service Level Response Time during Parking Administration Operational Hours

Priority	Remote Response	On-Site Response
1	1 hours	2 hours of service call
2	2 hours	2 hours of service call

3 ⁽¹⁾	4 hours	8 hours of service call
4 ⁽¹⁾	As Scheduled	As Scheduled

P. Parking Administration after hours

1. Parking Administration after hours is defined as 0001 - 0459 hours PST 365 days of the year.

Q. Service Level Response Time during Parking Administration After Hours

Priority	Remote Response	On-Site Response
1	1 hour	2 hours of service call
2	2 hours	2 hours of service call or 6 am, whichever is last
3 ⁽¹⁾	10:00 AM the Next business day	12:00 Noon the Next business day
4 ⁽¹⁾	As Scheduled	As Scheduled

(1) Priority 3 and Priority 4 service requests will be addressed Monday through Friday during normal Contractor business hours, excluding holidays.

R. Response and report time

1. Contractor shall:
 - a. Comply with response times will be according to the Service Level Response Times tables in this Contract.
 - b. Notify the County when a service request can/cannot be resolved and completed during the first visit.
 - c. Notify Parking Administration immediately of any unresolved issue and expected time/date when request is anticipated to be resolved. Failure to do so may result in assessment of penalties in accordance with Attachment C – Schedule of Deductions.

S. Repair Time

1. Contractor shall:
 - a. Provide a correction or workaround for Priority 1 and 2 errors within twenty-four (24) hours from Parking Administration’s first reporting to Contractor. Failure to do so may result in assessment of penalties in accordance with Attachment C – Schedule of Deductions.
 - b. Provide a correction or workaround for Priority 3 and 4 errors within seventy-two (72) hours from Parking Administration’s first reporting to Contractor. Failure to do so may result in assessment of penalties in accordance with Attachment C – Schedule of Deductions.

T. Total Service

1. Contractor shall respond to unscheduled service calls for remedial maintenance (because of normal wear and tear) performed in response to Customer's request on a twenty-four (24) hours per day basis throughout the year, including holidays.
2. No one service call or request involving repairs shall exceed \$60,000.

U. Planned Downtime

1. Contractor shall:
 - a. Provide planned PARCS downtime for Systems maintenance, for a maximum of eight (8) hours four (4) times per calendar year for the duration of the Contract.
 - b. Any additional planned downtimes will be billed at established rates for Non-Covered Services.

V. Obsolete and Unsupported Software or Hardware

1. Contractor shall:
 - a. Notify Parking Administration of any hardware or software currently in use that will go unsupported within nine (9) months of obsolescence.
 - b. Ensure that this notice is sent to Parking Administration with a report that details the support needed to maintain operational status and a proposal to maintain operational status beyond obsolescence.

W. Service Request Reporting

1. Contractor shall:
 - a. Produce monthly, or on demand, reports and data extracts on the service request data.
 - b. Provide a mechanism whereby Parking Administration is able to run and print these reports independently if so desired by the County.
2. Report Content
 - a. Service Level Summary: Summarizes all service requests made within the reporting period including the number of calls received, the average response time, average time to arrive on site, and average repair times for each service level. If run for longer than a single day, the report must include summaries for each day, each week, and each month within the reporting interval. *For example, a report run from January 1 through February 28 will show the numbers for each day, as well as the roll-up numbers for each week for January and for February.*

- b. Service Level Compliance: A single-page summary of the service level compliance for the reported period. It will include the total number of service requests, the number of requests that are out of compliance, and details for each service request that is out of compliance for each priority level. The service request details can use as many additional pages as needed.
 - c. Service Request Details: Detailed information about any individual service request. The report must be runnable on a single request, a list of requests, a range of requests or all requests within a user-defined time period.
 - d. Service Request Summary: Summary information about an individual service request. The report must be runnable on a single request, a list of requests, a range of requests or all requests within a user-defined time period.
 - e. Custom Reports: Parking Administration may request custom reports be developed on service requests and service levels at an additional charge. Provided the requested information is available and it is feasible to create the report, Contractor shall make best efforts to meet the request.
 - i. Parking Administration will request the custom report in writing and will include a sample of the desired report content and format.
 - ii. Contractor shall provide a cost proposal for the report development within 10 business days.
 - iii. Parking Administration will review the proposal. If the proposal is accepted, Parking Administration will issue a Purchase Order number to Contractor to proceed with development.
3. Data extracts
- a. Labor and material transaction activity on service requests will be provided in data extracts.
 - b. Parking Administration may request custom data extracts be developed at an additional charge. Provided the requested information is available and it is feasible to create the extract, Contractor shall make best efforts to meet the request.
 - c. Parking Administration will request the custom data extract in writing and will include a sample of the desired extract content and format.
 - d. Contractor shall provide a cost proposal for the extract development within 10 business days.
 - e. Parking Administration will review the proposal. If the proposal is accepted, Parking Administration will issue a Purchase Order number to Contractor to proceed with development.

- 4. Report Due Dates
 - a. Contractor shall provide the Service Level Summary and Service Level Compliance reports by the fifth business day of each month for the preceding month. The reports must be submitted with the monthly maintenance invoice.

III. Contractor Responsibilities

A. Contractor shall:

- 1. Before leaving the Customer’s location and/or closing any service request, Contractor shall obtain confirmation from the parking operator that a reported problem has been resolved to the operator’s satisfaction and notify Parking Administration at (714) 667-9615, or subsequent provided phone number, of the fault status. The name of the person approving the service request closure and person notified at Parking Administration or Parking Operator must be noted in the service request so it appears in the service request reports. Failure to do so may result in assessment of penalties in accordance with Attachment C – Schedule of Deductions.
- 2. Must follow all Parking Administration procedures for processing service requests and interacting with the Parking Administration.
- 3. Follow all Parking Administration rules and regulations.
- 4. Properly dispose of all trash and debris generated by their activities at the end of each workday.
- 5. Provide technicians who have a minimum of one (1) year experience on the component on which they are working and who are factory certified as fully qualified to be engaged in the activity on which they are working. Technicians who do not meet these qualifications will not be permitted to work on any Parking Administration systems, software or equipment.

B. Contractor vehicles

- 1. Contractor shall:
 - a. Have the business name clearly shown and affixed to the exterior of the vehicle.
 - b. Have a vehicle that is locked and a business card with contact information for the driver must be placed on the dashboard of the vehicle in a manner that it is clearly visible and readable from outside the vehicle.
 - c. Have County provided parking access cards are not to be used outside the scope of this Contract.

C. Network (Contractor)

- 1. Contractor shall:

- a. Cooperate with OCIT to resolve network failure problems.
- b. Provide labor to resolve issues associated with planned and unplanned network outages.
- c. For planned outages see Planned Downtime section.

D. Network Change Requirements (Contractor)

- 1. Contractor shall provide appropriate paperwork for any required network, server or system changes to support the PARCS system such as change requests and access requests before the work is scheduled. Changes that will result in downtime should be scheduled with approval from the County.

E. Payment Card Industry (PCI) PA-DSS Validation Provisions

- 1. PCI Standards:

The payment applications are currently certified to be PA DSS v3.2 compliant. Contractor shall maintain the PARCS system to meet continued compliance.

F. Invoicing

Contractor shall provide an invoice in compliance with “Payment-Invoicing Instructions” below to the County at the end of each month.

IV. County Responsibilities

A. Incidents / Faults

- 1. The County will provide the following information:
 - a. Name and telephone number of individual placing Service request
 - b. Description of issue
 - c. Troubleshooting steps already performed
 - d. Location of issue
 - e. Priority of the issue as defined in table below
 - f. Contact name and phone number

B. Parking Operator

- 1. The County will communicate with the County’s Parking Operator to provide the Contractor with all necessary access to staff, facilities and systems required to resolve a service request issue.

C. Remote Access

1. The County will provide to Contractor remote access required to facilitate timely maintenance and repair activities. The County will work with Contractor to ensure remote access required to facilitate timely maintenance and repair activities is enabled.

D. Network (County)

1. Cisco Equipment

- a. The County will maintain all hardware and software maintenance on all Cisco equipment used by PARCS.

E. Network Change Requirements (County)

1. County will provide Contractor procedure for Parking Administration change control processes.

F. Monthly and Quarterly Meetings

1. Monthly Meetings

Operations personnel from Parking Administration and Contractor agree to meet each month at a mutually agreed upon date and time and at a mutually agreeable venue (in-person or remotely) to review operational matters.

Topics for review include:

- Service request reports for activity the prior month
- Service level performance metrics for the prior month
- Preventative maintenance activities performed by the parking operator the prior month
- Preventative maintenance activities performed by Contractor for lane equipment and IT equipment (reviewed once per quarter)
- Communication concerns or issues by either party
- Training needs by Parking Administration or the parking operator
- Other topics as needed.

2. Quarterly Meetings

- Senior management personnel from Parking Administration and Contractor agree to meet quarterly at a mutually agreed upon date and time to review:
- Overall compliance of the parties to this agreement
- Status of the relationship between the parties

- Contract terms that may need to be amended and that are mutually agreed upon
- Trends in technology and/or the parking industry that may affect or be of interest to either party
- Upcoming significant projects that may affect both parties (e.g., transition to PARCS Releases, planned County upgrades or changes to the network, planned County outages)
- Proposals for installation of new equipment
- Other topics as needed.

G. Parking for Contractor Vehicles

County will provide parking access for Contractor personnel performing services under this Contract.

V. General Requirements

A. Contractor shall:

1. Ensure all precautions for safety are taken.
2. Ensure all Contractor vehicles parked on site shall be secure at all times.
3. Ensure all tools and materials shall remain in Contractor's possession at all times.
4. Ensure all materials that could inflict injury shall be continuously cleaned up as work progresses.
5. Furnish all vehicles required to transport equipment and materials to job site.
6. Ensure all inspections shall be conducted by County's Project Manager or designee.

VI. Performance

A. Contractor shall:

1. Furnish, install and maintain all warning devices, i.e., barricades, cones, etc., required to adequately protect the public, County staff and others during the performance of the work.
2. Furnish all materials required for completion of the work. All materials shall be new, first quality and specifically suited for the specific use.
3. At all sites, evaluate the specific materials and labor required to complete the repair or alteration, Meet County Project Manager, or other designated representative, to evaluate a specific project and recommend a potential solution or solutions.

4. Complete all work in accordance with estimate or contact County Contract coordinator for additional authorization prior to proceeding with the work when the work is estimated to exceed the original estimate by more than 10%.
5. Perform all work in accordance with generally accepted industry practice for safe and efficient operation.
6. Identify and advise County of any additional repair or maintenance work that may be required.

VII. General Conditions

A. Cooperation

Contractor personnel shall be well disposed to the public and County staff utilizing the facilities but shall be responsive only to the requests of County Project Manager unless otherwise directed and shall direct all inquiries or requests to County Project Manager.

Exception: the specific request involves public safety or security of the specific facility.

B. Inspection

All work shall be subject to the inspection and approval of County Project Manager, or designee, prior to acceptance and approval for payment.

C. Damages

Contractor shall repair, replace or have the cost or repair or replacement deducted from its payments, at the discretion of County Project Manager, for all damage sustained to County equipment or facilities because of Contractor's operations.

VIII. Security Requirements

A. Contractor shall:

1. Follow any special security requirements issued by County Project Manager or designee.
2. Report immediately all accidents, spills, damage, unusual conditions and/or unusual activities to Parking Administration at (714) 667-9615.
3. Securely close and check all gates and doors to ensure that they are tightly closed and locked.
4. Restrict all activities to the immediate work site and adjacent assigned areas.
5. Ensure that all Contractor vehicles on site shall be locked and thoroughly secured at all times.
6. Ensure that all Contractor tools and materials shall remain in Contractor's possession at all times and shall never be left unattended.

7. Report immediately all lost or misplaced tools or materials to security staff, County contract coordinator and or designee.
8. Secure all work areas prior to the end of each workday.
9. Ensure Contractor personnel shall not smoke or use profanity or other inappropriate language while on site.
10. Ensure Contractor personnel shall not enter the facility while under the influence of alcohol, drugs or other intoxicants and do not have such materials in their possession.
11. Plan their activities to minimize the number of times they must enter and exit a facility (e.g., transport all tools, equipment and materials needed for the day at the start of work) and restrict all breaks to the absolute minimum.

IX. 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 (7) 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.

X. Contractor’s Expense

The Contractor shall be responsible for all costs related to photocopying, telephone communications or fax communications while on County sites during the performance of work and services under this contract.

XI. Contractor Personnel – Uniforms/Badges/Identification

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.

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 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 days prior to any changes in this procedure.

XII. Delivery – Notification

The Contractor shall notify the County of pending delivery no later than five (5) business days prior to the actual delivery of any goods to be delivered under the terms of this contract.

XIII. Delivery Location – No Loading Dock

Delivery locations may not have loading docks. The Contractor is required to make all necessary arrangements for lift trucks or other means necessary to complete delivery. Inside delivery to secured facilities may be required.

XIV. Electrical Wire Requirements

All electrical appliances, equipment or machines requiring 110-120 volt service must be equipped with three-wire electrical cord and caps 5-15 P plug (double insulated wiring or equivalent). The wire must be of an amperage rating so as not to be overloaded by requirements of the appliances, equipment or machines. Appliances, equipment and machines must have UL approval and meet all OSHA and other laws and regulations pertaining to the type of appliance, equipment or machine.

XV. Equipment – Connection Points

If requested by the County, the Contractor agrees to identify on all items of equipment supplied under this contract all appropriate test points for connecting one of the commercially available hardware monitors designed to measure system activity.

XVI. Equipment – Engineering Changes

Engineering changes determined applicable by the Contractor shall be controlled and installed by the Contractor on equipment covered by this contract. The County may elect to have only mandatory changes, as determined by the Contractor, installed on machines so designated. A written notice of this election must be provided to the Contractor for written confirmation. There shall be no charge for engineering changes made. Any Contractor-initiated change shall be installed at a time mutually agreeable to the County and the Contractor. The Contractor reserves the right to charge, at its then current time and material rates, for additional service time and materials required due to non-installation of applicable engineering changes after the Contractor has made a reasonable effort to secure time to install such changes.

XVII. Equipment Maintenance Service – Parts

Contractor shall furnish and install all new parts, materials and lubricants that meet or exceed the original equipment manufacturer's specifications. The County shall approve any parts, other than those manufactured by the original equipment manufacturer, 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.

XVIII. Equipment Maintenance Service – Shop Work

Shop work is included in this price agreement at no extra charge. A comparable piece of equipment will be loaned, when required, at no extra charge. When the equipment needs to be taken from the premises for repair or maintenance, the agency/department supervisor or other authorized person in charge of equipment maintenance must be notified in writing and a receipt must be left for the equipment prior to removal.

XIX. Equipment Maintenance Service – Unsatisfactory Service

The agency/department having control of the equipment shall notify the assigned Deputy Purchasing Agent in writing of unsatisfactory service.

XX. OEM Equipment Maintenance Standard

The Contractor agrees to maintain all equipment according to the original equipment manufacturer (OEM) specifications. The Contractor further agrees that all components will be OEM components. The Contractor agrees to provide maintenance support of OEM equipment for the life of the Contract for all network equipment. At the termination of the Contract, the Contractor guarantees that equipment will meet OEM equipment certification standards.

XXI. Material, Workmanship, and Acceptance

All materials furnished by Contractor in the work shall be new, high grade and free from defects. Quality of Work shall be in accord with the generally accepted standards. Materials, parts, equipment and work quality shall be subject to County's approval.

Materials and work quality not conforming to the requirements of the Scope of Work shall be considered defective and shall be subject to rejection. Defective work or material, whether in place or not, shall be removed immediately from the site by Contractor, at its expense, when so directed by County.

If Contractor fails to replace any defective or damaged work or material within 48 hours after notice, County may cause such work or materials to be replaced. Replacement expense shall be deducted from the amount to be paid to Contractor.

XXII. Reports/Meetings

The Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this contract. The County's project manager and the Contractor's project manager will meet on reasonable notice to discuss the Contractor's performance and progress under this contract. If requested, the Contractor's project manager and other project personnel shall attend all meetings. The Contractor shall provide such information that is requested by the County for the purpose of monitoring progress under this contract.

XXIII. Royalties

The County will not pay royalties as a result of work performed under this Contract. All written work resulting from this Contract shall be the property of the County of Orange, and any copyrights associated with that work shall belong to the County of Orange and shall be so designated on the written materials.

**ATTACHMENT B
CONTRACTOR'S
PRICING**

I. Compensation: This is a firm fixed-rate Contract between County and Contractor for PARCS Equipment, Maintenance and Repair 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 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. The Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. **The County shall have no obligation to pay any sum in excess of the Fixed Prices and Total Contract Amount specified herein unless authorized by amendment in accordance with Articles C and P of the County Contract Terms and Conditions, which may require approval by the County Board of Supervisors.**

Amendment No. 1: Include Year 4 and fix errors in Years 1-3

Amendment No. 2: Include Year 5

II. Fees and Charges: County will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows:

Annual Totals	
Year 1	\$1,703,904.94 \$1,723,904.94
Year 2	\$175,000.00 \$225,000
Year 3	\$175,000.00 \$225,000
Year 4	\$200,000.00
Year 5	\$428,465.00

DESCRIPTION OF SERVICES		
Routine Preventative Maintenance	Monthly Fee	Yearly Fee
Covered Services		
1 st Service Term Year 1: 12/18/2020 – 12/17/2021 - Quarterly Maintenance	Included	Included
2 nd Service Term Year 2: 12/18/2021 – 12/17/2022 - Quarterly Maintenance	\$4,166.66	\$50,000.00
3 rd Service Term Year 3: 12/18/2022 – 12/17/2024 - Quarterly Maintenance	\$4,166.66	\$50,000.00
4 th Service Term Year 4: 12/18/2023 – 02/24/2024 – Quarterly Maintenance (2.5 months)	\$4,200.00	\$10,500.00
5 th Service Term Year 5: 02/25/2024 – 02/24/2025 – Quarterly Maintenance	\$5,445.00	\$65,340.00
Subtotal		\$175,840.00
Parts and Labor	Monthly Fee	Yearly Fee
Covered Parts		

1 st Service Term	Year 1: 12/18/2020 – 12/17/2021	Included	Included
2 nd Service Term	Year 2: 12/18/2021 – 12/17/2022	\$10,416.66	\$125,000.00
3 rd Service Term	Year 3: 12/18/2022 – 12/17/2023	\$10,416.66	\$125,000.00
4 th Service Term	Year 4: 12/18/2023 – 02/24/2024 (2.5)	\$13,020.84	\$26,041.68
5 th Service Term	Year 5: 02/25/2024 – 02/24/2025	\$13,593.75	\$163,125.00
		Subtotal	\$439,166.68

Non-Covered Services and Parts		
Year 1	Service/Parts	\$20,000.00
Year 2	Service/Parts	\$50,000.00
Year 3	Service/Parts	\$50,000.00
Year 4	Service/Parts	\$163,458.32
Year 5	Service/Parts	\$200,000.00
Subtotal		\$523,458.32

New PARCS Equipment with Installation, Implementation and Start-up by Parking Facility		
Parking Facility	Equipment/ Materials	Labor
County Administration South (CAS) Underground Parking and Parking Administration Office	\$39,460.60	\$21,382.20
Civic Center Garage (CCG)	\$48,598.40	\$32,073.30
P8 Transit Tower	\$64,298.31	\$32,073.30
P7 Twin Towers and Parking Operator Office	\$215,429.26	\$49,549.95
P6 Superblock./Appellate Structure	\$99,116.72	\$32,073.30
P2 Superblock/Court Lot	\$91,919.13	\$42,764.40
P3 Courthouse Library Structure and Parking Operator Office	\$70,969.82	\$32,073.30
P1 Stadium Structure and Parking Operator Office	\$203,701.89	\$74,837.70
Intake Release Center (IRC) Lot	\$47,233.40	\$32,073.30
Manchester South Structure and Lot (Employee)	\$94,071.80	\$64,146.60
Manchester North Structure and Lot and Parking Office (Visitor)	\$122,894.76	\$58,801.06
West Justice Center Lot D	\$26,490.12	\$40,691.10
West Justice Center Lot E	\$26,490.12	\$40,691.10
Subtotal Material & Labor		\$1,703,904.94

Rate Schedule for Non-Covered Services:

Standard Rate Schedule - Regular Service (Monday – Friday, 8am – 5pm)

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

Amendment No. 2: Updated hourly rates

Description of Services			
Labor for Service/Maintenance Technician			
Time of Service	Minimum-Time Period	Hourly Rate for Minimum Period	Hourly Rate for After Minimum Period
Regular Hours (8:00 am – 5:00 pm)	1 hour	\$130	\$130
After Hours (5:01 pm – 7:59 am)	1 hour	5:01 pm – 12 am - \$165 12:01 – 7:59am - \$220	5:01pm-12 am - \$165 12:01-7:59am - \$220
Holidays	1 hour	\$220	\$220

Description of Services			
Labor for Service/Maintenance Technician			
Time of Service	Minimum Time Period	Hourly Rate for Minimum Period	Hourly Rate for After Minimum Period
Regular Hours (8:00 am – 5:00 pm)	1 hour	\$153	\$153
After Hours (5:01 pm – 7:59 am)	1 hour	5:01 pm – 12 am - \$187 12:01 – 7:59am - \$250	5:01pm-12 am - \$187 12:01-7:59am - \$250
Holidays	1 hour	\$250	\$250

Labor for System Engineer			
Time of Service	Minimum-Time Period	Hourly Rate for Minimum Period	Hourly Rate for After Minimum Period
Regular Hours (8:00 am – 5:00 pm)	1 hour	\$250	\$250
After Hours (5:01 pm – 7:59 am)	1 hour	5:01 pm – 12 am - \$375 12:01 – 7:59am - \$500	5:01pm-12 am - \$375 12:01-7:59am - \$500
Holidays	1 hour	\$500	\$500

Labor for System Engineer			
Time of Service	Minimum Time Period	Hourly Rate for Minimum Period	Hourly Rate for After Minimum Period

Regular Hours (8:00 am – 5:00 pm)	1 hour	\$270	\$270
After Hours (5:01 pm – 7:59 am)	1 hour	5:01 pm – 12 am - \$405 12:01 – 7:59am - \$540	5:01pm-12 am - \$405 12:01-7:59am - \$540
Holidays	1 hour	\$540	\$540

Amendment No. 2: Add holidays

Contractor's holidays defined as:

~~New Year's Day, Martin Luther King, Jr.'s Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving and Christmas Day.~~

New Year's Day, Martin Luther King, Jr.'s Day, Presidents' Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Thanksgiving Day, Day after Thanksgiving and Christmas Day.

Rate Schedule for Non-Covered Parts:

Material

Refer to Exhibit A for Pricing. Tax and shipping is allowed.

Material Not Included In Exhibit A

Cost +10% or a minimum handling fee of thirty dollars (\$30.00). Tax and shipping are allowed.

Amendment No. 1: Increase NTE

~~**Total Contract Not to Exceed: \$2,523,904.94**~~

Total Contract Not-to-Exceed: \$2,802,369.94

III. Final Payment

Final payment shall be issued based on the completion of the work as described in this Contract and County Project Manager accepts the all work and Parking Administration issued badges are returned to Badging Office.

IV. Payment Terms – Payment in Arrears Non-Covered Services

Invoices are to be submitted in arrears to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Contractor 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, 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.

V. Regular Payment Terms

Invoices are payable within 30 days, unless otherwise directed in this Contract. Invoices are to be submitted to the user agency/department to the address listed below in Section VIII, unless otherwise directed in this Contract. Contractor shall reference Contract number on all invoices. Payment will be Net 30 days after receipt of an invoice in a format acceptable to the County of Orange, 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.

VI. Taxpayer ID Number

The Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.

VII. Payment-Invoicing Instructions

The Contractor shall provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor shall 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 above
3. Name of County Agency/Department
4. Delivery/service address
5. Master Agreement (MA) 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

Invoices and support documentation are to be forwarded to:

OC Public Works/Procurement Services
Attn: Accounts Payable
PO Box 4048
Santa Ana, CA 92702-4048
Email: accountspayables@ocpw.ocgov.com

Contractor has 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 Electronic Remittance Advice with the payment details via email. An email address will need to be provided to the County via an EFT Authorization Form. To request a form, please contact the DPA.

**ATTACHMENT C
SCHEDULE OF DEDUCTIONS**

In addition to the penalties and deductions set forth elsewhere in this Contract, upon review of a the monthly invoice, the County project manager reserves the right to deduct fees from Contractor’s monthly fee payment under any conditions listed below and per Attachment A – Scope of Work

DEDUCTIONS -Limited to 20 deductions per month up to the amount of the parts and labor monthly fee	FREQUENCY	TOTAL PRICE
Response and/or Repair Priority 1	Per Occurrence Per Day	\$2,000.00
Response and/or Repair Priority 2	Per Occurrence Per Day	\$1,000.00
Response and/or Repair Priority 3	Per Occurrence Per Day	\$500.00
Response and/or Repair Priority 4	Per Occurrence Per Day	\$250.00
Response and/or Report Requirements	Per Occurrence Per Day	\$100.00
PCI documentation beyond the allowed two (2) business days And/or PCI Compliance requests	Per Occurrence Per Day	\$500.00

Amendment No. 2: Update Staffing and Subcontractors**ATTACHMENT D
STAFFING PLAN**

Contractor shall;

- A. Supply a list of contractor personnel in conjunction with this contract
- B. Submit any changes to be approved by County or designee

The substitution or addition of contractor personnel in any given category or classification shall be allowed only with prior written approval of County Contract coordinator or designee.

Name	Title/ Classificatio	Area/Description of
Eddie LeBlane	Project Manager	Operations
Mike Lawter	Chief Technical	IT
Hector Miranda	Product Management	Operations
Matt Blitz	Technical Engineer	IT
To Be Assigned	Technician	Operations
To be Assigned	Technician	Service
Chad Smith	Training	Operations

Name	Title/ Classification	Area/Description of
Jonas Broth	Project Manager	Operations
Angela Pebbles	Director of Operations	Operations
Hector Miranda	Product Management	Operations
Matt Blitz	Technical Engineer	IT
To Be Assigned	Technician	Operations
To Be Assigned	Engineer	Operations

Attachment C		
To be Assigned	Technician	Service
Chad Smith	Training	Operations

Subcontractor(s)

Listed below are subcontractor(s) anticipated by Contractor to perform services specified in Attachment A. Substitution or addition of Contractor's subcontractors in any given project function shall be allowed only with prior written approval of County's Project Manager.

Company Name & Address	Contact Name and Telephone Number	Project Function
Diamond Bar Electric	Ryan Bogy	Operations
13961 Central Ave.	Office: (909) 860-6590	
Chino, CA 91710	Cell: (562) 449-0667	
	Roger Villanueva	Project Engineer

Company Name & Address	Contact Name and Telephone Number	Project Function
MD Tech 655 W 13 Mile Rd Madison Heights, MI 48071	Office: 877-263-8324	Network Support
Cennox 42068 Winchester Road Temecula, CA 92590	Raymond Arellano 442-242-2966	Project Manager
Lobby Traffic Systems Inc. 8583 Irvine Center Dr #10 Irvine, CA 92618	Office: 800-486-8606	Service Support

ATTACHMENT E
OUT-OF-SCOPE NON-COVERED PARTS PRICING

	Spare Part List		
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Item number	Part Name	Price	Bulk package

ATTACHMENT F
INSTALLATION, TRANSITION AND IMPLEMENTATION PLAN

SCOPE OF WORK / NARRATIVE TRANSITION PLAN

GENERAL OVERVIEW

The scope of this project includes the removal of the existing PARCS equipment, installation of required lane infrastructure – such as electrical conduit and wiring etc. – and the installation of new Scheidt & Bachmann PARCS equipment and software.

Scheidt and Bachmann can transition the system in a manner which allows the owner to continue to process existing tickets while the transition to Scheidt and Bachmann Barcode is ongoing. This process minimizes impact to revenue and parker satisfaction.

TRANSITION DESCRIPTION

Installation of Pay on Foots will take priority so that a payment point is available when lane equipment is switched over. The transition discussion will include the input of parking operations and will take place during the design discussions.

Consistent with processes used at other similar Projects, Scheidt & Bachmann will plan to transition garage PARCS utilizing the following steps:

1. System Design Phase – This phase is critical step in the project. It impacts the transition period by providing a clear and distinct system operational description thereby reducing installation confusion and testing ambiguity.
2. Factory Acceptance Testing – The factory acceptance test, which occurs in a controlled environment at our offices with the on-site S&B project manager, Operational Staff, and S&B engineers, allows the equipment to be pre-configured and tested prior to shipment to the site. This drastically reduces in-lane configuration allowing the system to be made available to the public in a shortened period of time.
3. Network / Civil Infrastructure – Installation and testing of any required network infrastructure would occur prior to installation.
4. Installation of Equipment
5. Lane Acceptance Test
6. Final Acceptance

PHASE 1 SYSTEM DESIGN PHASE

During this Phase the system's functionality becomes intimately known by both parties. The result of this process is a document known as the System Design Document or SDD. This becomes a document of record.

NETWORK AND CIVIL INFRASTRUCTURE

Where possible, prior to conversion of any lanes, all infrastructure work will be completed. We will use this time whenever possible for other work including the installation of any required network infrastructure, electrical infrastructure, and concrete island modification work. It is envisioned that this work can progress on a parallel track as the PARCS conversion.

FACTORY ACCEPTANCE PHASE

Over a 1-week span a representative quantity of equipment for each Garage; i.e. one entry, one exit and one POF is set up and configured per the SDD document. Then each system operation and function is tested repeatedly. This process is witnessed by the assigned S&B PM, and County project staff.

HeadEnd Installations

It is expected to take 5 days to complete this work.

Equipment Installation

See detailed Scope of Work and Project Schedule

Testing and Acceptance

After each garage is transitioned, a 1-day site acceptance will be completed.

System Warranty

(1-year duration)

S&B's / Subcontractor's Responsibility

- Remove existing lane equipment and Install New S&B Equipment as listed below, during normal business hours
- Install New Interconnect Wire in the existing lane
- Saw Cut new loops, install new loop wire and seal (As needed)
- Seal around the base of all equipment
- Daily Cleanup.
- Provide the most recently listed PA-DSS compliant system for new deployments as evidenced on the PCI Security Council Validated Payment Application Listing.

Owner Responsibility

- Provide any required low voltage conduit (S&B using existing conduit and assumes conduit is usable)
- Install any required low voltage wire from lane device to parking office.
- High Voltage conduit and wire (S&B using existing high voltage wiring and conduit and assumes conduit and wire is reusable)
- Note: The gates provided for this system are for use with automobile traffic only. There is inherent risk when these gates are operated with pedestrian, motorcycle, scooter or bicycle traffic. It is the owner/operator's responsibility to warn its clients of this risk. Scheidt & Bachmann will not indemnify nor be liable for any incidents of injury or damage involving pedestrians, motorcycles, scooters or bicycles.
- Note: There is inherent risk in accepting credit card payments in offline mode. Owner/operator understands the system must be monitored very closely in order to minimize the potential loss of revenue as a result of declined credit cards

Network Description

- Network cabling is being provided by Owner.
- Cabling must meet S&B's specifications, which shall meet the current County standard or higher
- Any additional conduit will be provided by Owner
- It is the owner's responsibility to provide business class broadband internet

connection for transmission of credit card transactions and S & B remote support access.

- It is the owner's responsibility to procure, install, manage and support site firewall for protection of PARCS network from external vulnerabilities.
- It is the owner's responsibility to provide S & B with PCI Compliant system access for remote support. Please refer to PCI-DSS Requirement 8.3.
- It is the owner's responsibility to ensure operating system security patches are deployed on relevant devices in keeping with ongoing PCI-DSS Requirements.
-

Entry Lanes – Typical scope of work per lanelayout:

Entry Lanes with Standard entervo. Entry (PGL40/B) – (23lanes):

- Remove and dispose of existing gate and ticket dispenser
- Install new ticket dispenser, barcode reader and barrier gate. Use 3 ½ X ½” wedge anchors for the lane devices
- Disconnect and dispose existing interconnect conductor cabling.
- Saw Cut new loops, install new loop wire and seal (As Needed)
- Provide, pull and terminate control cable, as per S&B specification from the ticket dispenser to the barrier gate.
- Remove and dispose of all demolished material and cabling.

Exit Lanes – Typical scope of work per lane layout:

Exit Lanes with entervo. Exit only (PL40/B) – (16lanes):

- Remove and dispose of existing gate and exit device
- Install new barrier gate and exit verifier. Use 3 ½ X ½” wedge anchors for the lane devices.
- Disconnect and dispose existing interconnect conductor cabling.
- Saw Cut new loops, install new loop wire and seal, (As Needed)
- Provide, pull and terminate control cable, as per S&B specification from the exit device to the barrier gate.
- Remove and dispose of all demolished material and cabling.

Combined Cashier Exit Lanes Typical scope of work per lane layout:

Exit Lanes with entervo. Exit and cashier – (8lanes):

- Remove and dispose of existing gate and exit device
- Install new barrier gate and exit verifier. Use 3 ½ X ½” wedge anchors for the lane devices.
- Disconnect and dispose existing interconnect conductor cabling.
- Saw Cut new loops, install new loop wire and seal, (As Needed)
- Provide, pull and terminate control cable, as per S&B specification from the exit to the barrier gate.
- Remove and dispose of all demolished material and cabling.

Cashier Only Exit Lane Typical scope of work per lane layout:**Exit Lanes with cashier only – (1 lane):**

- Remove and dispose of existing gate and exit device
- Install new barrier gate and exit verifier. Use 3 ½ X ½” wedge anchors for the lane devices.
- Disconnect and dispose existing interconnect conductor cabling.
- Saw Cut new loops, install new loop wire and seal, (As Needed)
- Provide, pull and terminate control cable, as per S&B specification from the exit device to the barrier gate.
- Remove and dispose of all demolished material and cabling.

Card Reader Only Lanes Typical scope of work per lane layout:**Card Reader Lanes Equipment (entervo.key) – (32 lanes):**

- Remove and dispose of existing gate and exit device
- Install new barrier gate and exit verifier. Use 3 ½ X ½” wedge anchors for the lane devices.
- Disconnect and dispose existing interconnect conductor cabling.
- Saw Cut new loops, install new loop wire and seal, (As Needed)
- Provide, pull and terminate control cable, as per S&B specification from the entervo.key to the barrier gate.
- Remove and dispose of all demolished material and cabling.

Automatic Pay Stations – Typical scope of work per POF:**Automatic Pay Stations PKA40/B – (4 POFs)**

- Remove and dispose of existing POF
- Install pay stations. Use 3 ½ X ½” wedge anchors for the devices.

Traffic Control Lights – Typical scope of work:**Traffic Control Light – (16 locations)**

- Remove and dispose of existing
- Install Red / Green traffic control lights using seismically appropriate anchoring.
- Provide, pull and terminate control cable, as per S&B spec

Workstations – Typical scope of work:**Workstations – (7 locations)**

- Remove and dispose of existing
- Install PA-DSS compliant workstations for dedicated access to entervo
- Network Connections by owner

Central Cashier – Typical scope of work:

Central Cashier – (1 location)

- Remove and dispose of existing
- Install PA-DSS compliant cashier, fee display and ticket handling components
- Network Connections by owner

Use Case Outline

Headend Configuration

Cloud D Yes No
Physical Servers Yes D No

System Media

Barcode Yes D No
Magstripe D Yes No
ChipCoin D Yes No

S&B Component Add-ons

Transient Entries
Barcode Reader (Front Facing) Yes
D No Credit Card Readers D Yes No Transient Exits
Barcode Reader (Front Facing) Yes D No
Credit Card Readers Yes D No Cash/Credit Pay Stations
Barcode Reader (Front Facing) Yes No
Coins Yes D No
Extra Coin Hoppers D Yes No
Recycle Units Yes D No
Separate BNA / BND Yes D No
Proximity Card Reader Yes D No

Special Notes / Other:

Monthly / Contract Parking

Yes D No

AVI D Yes No
Proximity Readers Yes D No
Personalized Value Card D Yes D No
PARIS D Yes No
CARS D Yes No
Standard Profile (24/7) Yes D No

Special Notes / Other:

Transient Parking

Yes D No

Ticket In / Credit Card Out Yes D No Credit Card In / Out Yes D No
Special Notes / Other:

Special Notes / Other:

Scheidt & Bachmann supplies a configuration request form during project planning. Scheidt & Bachmann will utilize this form to configure items requested below based on client requests. Any additional requests after system configuration may be chargeable to the client on an hourly basis.

Orange County Bill Of Materials(BOM)

	entervo.	entervo.	Elka	entervo.	entervo.	Exit	Head	Traffic	Work	Central
Garage	Entry	Exit	Gate	Passage/key	Pay	Cashie	End	Light	Station	Cashier
CAS Underground			4	4				4	3	
Civic Center Garage			6	6				2		
P8 Transit Tower	2	1	6	2		1				
P7 Twin Towers	4	4	8			1	1	4	1	
P6 Superblock/Appellate Structure	2	2	4		2					
P2 Superblock/Court Lot	2	3	5			3				
P3 Courthouse Library	2	2	4			2			1	
P1 Stadium Structure	6	6	12		2				1	1
IRC - Intake Release Center Lot			6	6						
Manchester South Structure & Lot			12	12				4		
Manchester North Structure & Lot	3	4	9	2		2		2	1	
West Justice Center Lot D	1	1	2							
West justice Center Lot E	1	1	2							
Totals:	23	24	80	32	4	9	1	16	7	1