



County of Santa Clara
Office of the County Executive
Procurement Department
150 West Tasman Drive
San Jose, CA 95134
Telephone 408-491-7400 • Fax 408-491-7496

**AGREEMENT BETWEEN THE COUNTY OF SANTA CLARA AND
JOHNSON CONTROLS FIRE PROTECTION LP
FOR FIRE ALARM PANEL SYSTEM MAINTENANCE, REPAIR AND OPERATIONS
SERVICES, PARTS AND ACCESSORIES**

This agreement is entered into by and between the County of Santa Clara (the "County") and Johnson Controls Fire Protection LP ("Contractor" or "Supplier") (the "Agreement"), for Fire Alarm Panel System Maintenance, Repair and Operations (MRO) Services, Parts and Accessories

The effective date of the Agreement is October 1, 2022. The parties, intending to be bound, mutually agree as follows:

KEY PROVISIONS

AGREEMENT TITLE:	Fire Alarm Panel System Maintenance, Repair and Operations (MRO) Services, Parts and Accessories
AGREEMENT NUMBER:	CW2247529
INITIAL AWARD DATE:	October 1, 2022
AGREEMENT TERM:	October 1, 2022 through September 30, 2024, with County's sole discretion to renew for one additional one-year period, unless terminated earlier or otherwise amended, and contingent upon the successful renewal of the Sourcewell Agreement No. #030421-JHN between Sourcewell and Johnson Controls Fire Protection LP.
COMMODITY NAME / CODE:	Fire Protection Equipment and Systems Including Fire Hydrants, Fire Sprinkler Systems, Smoke Detectors, Jaws of Life, Fire Protection Material Treatment, Firestop and Fire Barriers, Etc. Inspection, Maintenance and Repair / 93633
AUTHORIZED USER:	Countywide

**COUNTY DEPARTMENT
CONTACTS:**

Brian Drace, Project Control Specialist
Facilities and Fleet Department
(408) 918-2766; brian.drace@faf.sccgov.org

Rolando Benitez, Electrician
Facilities and Fleet Department
(408) 918-2746; rolando.benitez@faf.sccgov.org

Louie Hernandez, Project Control Specialist
Health and Hospital System
(408) 885-4400; louie.hernandez@hhs.sccgov.org

Vikram Manke, Environmental Health Safety
Compliance Specialist
Parks and Recreation Department
(408) 355-2248; vikram.manke@prk.sccgov.org

SUPPLIER:

Johnson Controls Fire Protection LP
6952 Preston Ave
Livermore, CA 94551

SUPPLIER CONTACTS:

Colleen Moschell, Preventative Maintenance
Consultant
(925) 381-8360; colleen.moschell@jci.com

SUPPLIER NUMBER:

1047876

PURPOSE:

To establish a contract with Johnson Controls Fire
Protection LP for Fire Alarm Panel System
Maintenance, Repair and Operations (MRO) Services,
Parts and Accessories

TAX STATUS:

Services: Non-Taxable
Goods: Taxable

PAYMENT TERMS:

Net 30

TOTAL AGREEMENT VALUE:

Not to Exceed \$4,000,000;
*Contractor understands that this Not to Exceed amount
does not represent a commitment by County to
Contractor.*

**COUNTY CONTRACT
ADMINISTRATORS:**

Samuel Hirsch, Buyer III
(408) 491-7485; samuel.hirsch@prc.sccgov.org

Bryant Lee, Buyer I
(408) 491-7451; bryant.lee@prc.sccgov.org

REFERENCES:

The following are incorporated and constitute a material part of the Agreement:

Exhibit A: County of Santa Clara Standard Terms and Conditions

Exhibit B: Service and Products Rate Schedule

Exhibit C: Specifications and Requirements

Exhibit D: Insurance Requirements (B-2)

Exhibit E: Access and Security Requirements for Detention Facilities

Exhibit F: Contractor Conduct at Correctional Facilities

Exhibit G: Contractor Certification of Compliance with COVID-19 Vaccine Requirements

Exhibit H: Infection Control Risk Assessment Permit

Exhibit I: Designation of Subcontractor

Exhibit J: County Holidays

Exhibit K: Sourcewell Contract #030421-JHN

This Agreement does not incorporate the entire scope of the products and services covered under accessed Sourcewell Contract #030421-JHN as per Exhibit K. The services and products, categories, and associated rates covered in this Agreement are specified in Exhibit B.

Order of Precedence: Conflicts or inconsistencies between any provisions in this Agreement, shall be resolved in the following order of precedence: (1) Key Provisions, (2) Exhibit A (County of Santa Clara Standard Terms and Conditions), (3) Exhibit B (Services and Products Rate Schedule), (4) Exhibit C (Specifications and Requirements), (5) Exhibit D (Insurance Requirements), (6) Exhibit E (Access and Security Requirements for Detention Facilities), (7) Exhibit F (Contractor Conduct at

Correctional Facilities, (8) Exhibit G (Contractor Certification of Compliance with COVID-19 Vaccine Requirement, (9) Exhibit H (Infection Control Risk Assessment Permit), (10) Exhibit I (Designation of Subcontractor), (11) Exhibit J (County Holidays), (12) Exhibit K (Sourcewell Contract #030421-JHN).

By signing below, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity, that he/she has the authority to bind the entity listed below to contractual obligations and that by his/her signature on this Agreement, the entity on behalf of which he/she acted, executed this Agreement.

COUNTY OF SANTA CLARA

CONTRACTOR

DS
TC

DocuSigned by:
Caroline Kuo 9/28/2022
2B882DFCD86B4D2...
For: Director of Procurement Date

DocuSigned by:
Willard McCune
CCF546A7C71B426...
By: _____

Print: Willard McCune

DocuSigned by:
Gene Clark 9/29/2022
C685F692AC71492...
Gene Clark, CPPO, CPM Date
Chief Procurement Officer

Title: Total Service Manager

Date: 9/28/2022

APPROVED AS TO FORM AND LEGALITY

DocuSigned by:
Robert Nakamae 9/28/2022
797E74E07E8345C...
Robert Nakamae Date
Deputy County Counsel

EXHIBIT A

COUNTY OF SANTA CLARA STANDARD TERMS AND CONDITIONS

DEFINITIONS

- a. "County Confidential Information" shall include all material, non-public information (including material, non-public County Data) appearing in any form (including, without limitation, written, oral or displayed), that is disclosed, directly or indirectly, through any means of communication by County, its agents or employees, to Contractor, its agents or employees, or any of its affiliates or representatives.
- b. "County Data" shall mean data and information received by Contractor from County. County Data includes any information or data that is transported across a County network, or that resides in a County-owned information system, or on a network or system under the control and management of a Contractor for use by County. As between Contractor and County, all County Data shall remain the property of County.
- c. "Deliverables" means goods, services, software, hardware, information technology, telecommunications technology, enhancements, updates, new versions or releases, documentation, and any other items to be delivered pursuant to this Agreement, including any such items furnished incident to the provision of services.
- d. "Documentation" means manuals and other printed materials (including updates and revisions) necessary or useful to the County in its use or maintenance of the Deliverables provided pursuant to this Agreement.
- e. When used in this Agreement, "days" shall refer to calendar days unless stated otherwise.

1. NON-EXCLUSIVE AGREEMENT

The Agreement does not establish an exclusive contract between the County and the Contractor. The County expressly reserves rights to, without limitation, the following: the right to utilize others to provide products, support and services; the right to request proposals from others with or without requesting proposals from the Contractor; and the unrestricted right to bid any such product, support or service.

2. DELIVERABLES

Contractor agrees to provide the County all Deliverables on terms set forth in the Agreement, including all Exhibits that are attached to the Agreement and incorporated, as well as all necessary equipment and resources. However, this Agreement does not provide authority to ship Deliverables. That authority shall be established by contract release purchase orders placed by the County and sent to Contractor throughout the term of the Agreement. Each and every contract release purchase order shall incorporate all terms of this Agreement and this Agreement shall apply to same.

Any additional or different terms or qualifications sent by Contractor, including, without limitation, electronically or in mailings, attached to invoices or with any deliverables shipped, shall not become part of the contract between the parties. County's acceptance of Contractor's offer is expressly made conditional on this statement.

Contractor shall timely provide to the County, all documentation and manuals relevant to the Deliverables to be supplied, at no additional cost. Such documentation shall be delivered either in advance of the delivery of Deliverables or concurrently with the delivery of Deliverables.

Employees and agents of Contractor, shall, while on the premises of the County, comply with all rules and regulations of the premises, including, but not limited to, security requirements. If required, Contractor shall be responsible for installation, training and knowledge transfer activities in relation to the Deliverables being supplied.

All equipment shall be delivered to a County site specified in the contract release purchase order, or if not so specified therein, in the Statement of Work/Specifications.

Contractor represents itself as being possessed of greater knowledge and skill in this area than the average person. Accordingly, the manner in which performance is rendered will be evaluated in light of the Contractor's skill. Contractor shall provide equipment and perform work in a professional manner consistent, at minimum, with industry standards.

Contractor represents that all prices, warranties, benefits and other terms being provided hereunder are fair and reasonable. County does not guarantee any minimum orders.

3. NECESSARY ACTS AND FURTHER ASSURANCES

The Contractor shall at its own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

4. COUNTING DAYS

Days are to be counted by excluding the first day and including the last day, unless the last day is a Saturday, a Sunday, or a legal holiday, and then it is to be excluded.

5. PRICING

Unless otherwise stated, prices shall be fixed for the term of the Agreement, excluding any extensions. If any product listed in this Agreement is discontinued or upgraded prior to delivery, Contractor shall extend the same pricing towards a comparable replacement which is functionally equivalent or an upgraded version.

Exhibit B of the Agreement is the basis for pricing and compensation throughout the term of the Agreement.

6. MODIFICATION

This Agreement or any contract release purchase order may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement contract release purchase order will be binding on County unless it is in writing and signed by the County's authorized representative.

7. TIME OF THE ESSENCE

Time is of the essence in the delivery of goods by Contractor under this Agreement and any contract release purchase order. If Contractor fails to deliver goods and/or services on time, the Contractor shall be liable for any direct costs incurred by the County because of Contractor's delay. For instance, County may purchase or obtain the goods and/or services elsewhere and the Contractor shall be liable for the difference between the price in the Agreement and the cost to the County; or County may terminate on grounds of material breach. In no event shall Contractor be liable for delays caused by County or others. Such direct costs shall not exceed 10% of the delayed goods or services value.

The Contractor shall promptly reimburse the County for the full amount of its liability, or, at County's option, the County may offset such liability from any payment due to the Contractor under any contract with the County.

The acceptance by County of late or partial performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the rights or requirements for the complete and timely performance of any obligation remaining to be performed by the Contractor, or of any other claim, right or remedy of the County.

8. HAZARDOUS SUBSTANCES

If any product being offered, delivered or supplied to the County is listed in the Hazardous Substances List of the Regulations of the Director of Industrial Relations with the California Occupational Safety and Health Standards Board, or if the product presents a physical or health hazard as defined in the California Code of Regulations, General Industry Safety Order, Section 5194 (T8CCR), Hazard Communication, the Contractor must include a Material Safety Data Sheet (MSDS) with delivery, or shipment. Each MSDS must reference the contract/purchase order number, and identify the "Ship To Address". All shipments and containers must comply with the labeling requirements of Title 49, Code of Federal Regulations by identifying the hazardous substance, name and address of manufacturer, and appropriate hazard warning regarding potential physical safety and health hazard.

9. SHIPPING AND RISK OF LOSS

Goods shall be packaged, marked and otherwise prepared by Contractor in suitable containers in accordance with sound commercial practices. Contractor shall include an itemized packing list with each shipment and with each individual box or package shipped to the County. The packing list shall contain, without limitation, the applicable contract release purchase order number.

Unless otherwise specified in writing, all shipments by Contractor to County will be F.O.B. point of destination. Freight or handling charges are not billable unless such charges are referenced on the order. Transportation receipts, if required by contract release purchase order, must accompany invoice. Regardless of F.O.B. point, Contractor agrees to bear all risks of loss, injury, or destruction to goods and materials ordered herein which occur prior to delivery at County's destination; and such loss, injury or destruction shall not release Contractor from any obligation hereunder.

Any shipments returned to the Contractor shall be delivered as F.O.B. shipping point.

10. INSPECTION AND RELATED RIGHTS

All goods and services are subject to inspection, testing, approval and acceptance by the County. Inspection shall be made within 10 days or a reasonable time after delivery, whichever period is shorter. If the goods, services, or the tender of delivery fail in any respect to conform to the contract, the County may reject the entire tender, accept the entire tender, or, if the deliverables are commercially divisible, may, at its option, accept any commercial unit or units and reject the rest.

Contractor shall be responsible to reclaim and remove any rejected goods or items at its own expense. Should Contractor fail to reclaim or remove any rejected goods or items within a reasonable time, County shall, at its option dispose of such goods or items and require reimbursement from Contractor for any costs or expenses incurred.

In the event that the Contractor's goods are not accepted by County, the Contractor shall be liable for any costs incurred by the County because of such failure by Contractor. For instance, County may purchase or obtain the goods elsewhere and the Contractor shall be liable for the difference between the price in the Agreement and the cost to the County, and any other costs incurred; or County may terminate for cause on grounds of material breach and Contractor shall be liable for County's damages.

The Contractor shall promptly reimburse the County for the full amount of its liability, or, at County's option, the County may offset such liability from any payment due to the Contractor under any contract with the County.

The rights and remedies of County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law. The acceptance by County of late or partial performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the rights or requirements for the complete and timely performance of any obligation remaining to be performed by the Contractor, or of any other claim, right or remedy of the County.

11. ADJUSTMENT BY COUNTY

The County reserves the right to waive a variation in specification of goods or services supplied by the Contractor. Contractor may request an equitable adjustment of payments to be made by County if County requires a change in the goods or services to be delivered. Any claim by the Contractor for resulting adjustment of payment must be asserted within 30 days from the date of receipt by the Contractor of the notification of change required by County; provided however, that the County's authorized representative decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment made for goods and services supplied by Contractor. Where the cost of property made obsolete or excess as a result of a change is included in the Contractor's claim for adjustment, the County's authorized representative shall have the right to prescribe the manner of disposition of such property. Nothing in this clause shall excuse performance by Contractor.

12. INVOICING

Contractor shall invoice according to Exhibit C of the Agreement. Invoices shall be sent to the County customer or department referenced in the individual contract release purchase order.

Invoices for goods or services not specifically listed in the Agreement will not be approved for payment.

Invoices shall include: Contractor's complete name and remit-to address; invoice date, invoice number, and payment term; County contract number; pricing per the Agreement; applicable taxes; and total cost.

Contractor and County shall make reasonable efforts to resolve all invoicing disputes within seven (7) days.

13. PAYMENT

The County's standard payment term shall be Net Thirty (30), unless otherwise agreed to by the parties. Payment shall be due Net Thirty (30) days from the date of receipt and approval of correct and proper invoices. Payment is deemed to have been made on the date the County mails the warrant or initiates the electronic funds transfer. Payment is deemed to have been made on the date the County mails the warrant or initiates the electronic fund transfer.

14. OTHER PAYMENT PROVISIONS

Notwithstanding anything to the contrary, County shall not make payments prior to receipt of service or goods (i.e. the County will not make "advance payments"). Unless specified in writing in an individual purchase order, the County will not accept partial delivery with respect to any purchase order. Any acceptance of partial delivery shall not waive any of County's rights on an ongoing basis.

Sales tax shall be noted separately on every invoice. Items that are not subject to sales tax shall be clearly identified.

Contractor shall be responsible for payment of all state and federal taxes assessed on the compensation received under this Purchase Order and such payment shall be identified under the Contractor's federal and state identification number(s).

The County does not pay Federal Excise Taxes (F.E.T). The County will furnish an exemption certificate in lieu of paying F.E.T. Federal registration for such transactions is: County #94730482K. Contractor shall not charge County for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose, unless expressly authorized by the County.

15. Intentionally Omitted

16. DISALLOWANCE

In the event the Contractor receives payment for goods or services, which payment is later disallowed by the County or state or federal law or regulation, the Contractor shall promptly refund the disallowed amount to the County upon notification. At County's option, the County may offset the amount disallowed from any payment due to the Contractor under any contract with the County.

17. TERMINATION FOR CONVENIENCE

The County may terminate this Agreement or any order at any time for the convenience of the County, specifying the effective date and scope of such termination.

In no event shall the County be liable for costs incurred by the Contractor as a result of the termination or any loss of profits on the resulting order or portion thereof so terminated. In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other materials (collectively referred to as "materials") prepared by Contractor under this Agreement or contract release purchase order shall become the property of the County and shall be promptly delivered to the County. Upon receipt of such materials, County shall pay the Contractor as full compensation for performance, the unit or pro rata price for the then-accepted portion of goods and/or services. If this Agreement is terminated, neither party may nullify obligations, if any, already incurred prior to the date of termination.

Termination for Convenience may be exercised anytime by and at the sole discretion of the County.

18. TERMINATION FOR CAUSE

County may terminate this Agreement or any order, in whole or in part, for cause upon thirty (30) days written notice to Contractor. For purposes of this Agreement, cause includes, but is not limited to, any of the following: (a) material breach of this Agreement or any contract release purchase order by Contractor, (b) violation by Contractor of any applicable laws or regulations; (c) assignment or delegation by Contractor of the rights or duties under this Agreement without the written consent of County or (d) delivery or performance by Contractor that does not reasonably comply with terms, conditions, specifications, covenants, representations, warranties or requirements in this Agreement or any order.

If, after notice of termination under the provisions of this clause, it is determined for any reason that the Contractor was not in default under this provision of this clause, the County has the option to make its notice of termination pursuant to the Termination for Convenience clause and the rights and obligations of the parties would be in accordance with that provision.

In lieu of terminating immediately upon Contractor's default, County may, at its option, provide written notice specifying the cause for termination and allow Contractor ten (10) days (or other specified time period by the County) to cure. If, within ten (10) days (or other specified time) after the County has given the Contractor such notice, Contractor has not cured to the satisfaction of the County, or if the default cannot be reasonably cured within that time period, County may terminate this Agreement at any time thereafter. County shall determine whether Contractor's actions constitute complete or partial cure. In the event of partial cure, County may, at its option, decide whether to (a) give Contractor additional time to cure while retaining the right to immediately terminate at any point thereafter for cause; or (b) terminate immediately for cause. If this Agreement is terminated, neither party may nullify obligations, if any, already incurred prior to the date of termination.

Notwithstanding any of the above, if County determines that any action by Contractor contributes to the curtailment of an essential service or pose an immediate threat to life, health, or property, County may terminate this Agreement effective immediately without penalty or opportunity to cure upon issuing either oral or written notice to the Contractor.

19. TERMINATION FOR BANKRUPTCY

If Contractor is adjudged to be bankrupt or should have a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of Contractor's insolvency, the County may terminate this Agreement immediately without penalty. For the purpose of this Section, bankruptcy shall mean the filing of a voluntary or involuntary petition of bankruptcy or similar relief from creditors; insolvency; the appointment of a trustee or receiver, or any similar occurrence reasonably indicating an imminent inability to perform substantially all the party's duties under this Agreement. If this Agreement is terminated, neither party may nullify obligations, if any, already incurred prior to the date of termination.

20. BUDGETARY CONTINGENCY

Performance and/or payment by the County pursuant to this Agreement is contingent upon the appropriation by the County of sufficient funds for Deliverables covered by this Agreement. If funding is reduced or deleted by the County for services covered by this Agreement, the County may, at its option and without penalty or liability, terminate this Agreement or offer an amendment to this Agreement indicating the reduced amount.

21. DISENTANGLEMENT

Contractor shall cooperate with County and County's other Contractors to ensure a smooth transition at the time of termination of this Agreement, regardless of the nature or timing of the termination. Contractor shall cooperate with County's efforts to ensure that there is no interruption of work required under the Agreement and no adverse impact on the supply of goods, provision of County services or the County activities. Contractor shall return to County all County assets or information in Contractor's possession.

For any software programs developed for use under the County's Agreement, Contractor shall provide a nonexclusive, nontransferable, fully-paid, perpetual, irrevocable, royalty-free license to the County, at no charge to County, during the duration of the Agreement, to use all work or derivatives that would be needed in order to allow County to continue to perform for itself, or obtain from other providers, the services as the same might exist at the time of termination.

County shall be entitled to purchase at net book value those Contractor assets used for the provision of services to or for County, other than those assets expressly identified by the parties as not being subject to this provision. Contractor shall promptly remove from County's premises, or the site of the work being performed by Contractor for County, any Contractor assets that County, or its designee, chooses not to purchase under this provision.

Contractor shall deliver to County or its designee, at County's request, all documentation and data related to County, including, but not limited to, the County Data and client files, held by Contractor, within sixty (60) days of the request, and after return of same, Contractor shall destroy all copies thereof not turned over to County, all at no charge to County.

22. DISPUTES

Except as otherwise provided in this Agreement, any dispute arising under this contract that is not disposed of by agreement shall be decided by the County's authorized representative or designee, who shall furnish the decision to the Contractor in writing. The decision of the County's authorized representative or designee shall be final and conclusive. The Contractor shall proceed

diligently with the performance of the contract pending the County's authorized representative or designee's decision. The County's authorized representative or designee shall not be required to decide issues that are legal or beyond his or her scope of expertise.

23. ACCOUNTABILITY

Contractor will be the primary point of contact for the performance of any subcontractors and assume the responsibility of all matters relating to the purchase of goods and/or services under this Agreement, including payment issues. If such or similar issues arise, the Contractor must take immediate action to correct or resolve the issues.

24. NO ASSIGNMENT, DELEGATION OR SUBCONTRACTING WITHOUT PRIOR WRITTEN CONSENT

Contractor may not assign this Agreement or any contract release purchase order without the prior written consent of County. No assignment, delegation or subcontracting will release Contractor from any of its obligations or alter any of its obligations to be performed under the Agreement. Any attempted assignment in violation of this provision is voidable at the option of the County and constitutes material breach by Contractor. As used in this provision, "assignment" means any sale, gift, pledge, hypothecation, encumbrance, or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

25. MERGER AND ACQUISITION

The terms of this Agreement will survive an acquisition, merger, divestiture or other transfer of rights involving Contractor. In the event of an acquisition, merger, divestiture or other transfer of rights Contractor must ensure that the acquiring entity or the new entity is legally required to:

(1) Honor all the terms negotiated in this Agreement and any pre-acquisition or pre-merger Agreement between Contractor and the County, including but not limited to a) established pricing and fees; b) guaranteed product support until the contract term even if a new product is released; and c) no price escalation during the term of the contract.

(2) If applicable, provide the functionality of the software in a future, separate or renamed product, if the acquiring entity or the new entity reduces or replaces the functionality, or otherwise provide a substantially similar functionality of the current licensed product. The County will not be required to pay any additional license or maintenance fee to an acquiring entity in order to continue with full use, benefit, and functionality of software licensed under this Agreement until expiration or termination.

(3) Give 30-days written notice to the County following the closing of an acquisition, merger, divestiture or other transfer of right involving Contractor.

26. COMPLIANCE WITH ALL LAWS & REGULATIONS APPLICABLE TO GOODS AND/OR SERVICES PROVIDED

Contractor shall comply with all laws, codes, regulations, rules and orders (collectively, "Regulations") applicable to the goods and/or services to be provided hereunder. Contractor's violation of this provision shall be deemed a material default by Contractor, giving County a right to terminate the contract. Examples of such Regulations include but are not limited to California Occupational Safety and Health Act of 1973, Labor Code §6300 *et seq.* the Fair Packaging and Labeling Act, and the standards and regulations issued there under. Contractor agrees to

indemnify and hold harmless the County for any loss, damage, fine, penalty, or any expense whatsoever as a result of Contractor's failure to comply with any Regulation applicable to the goods and/or services to be provided hereunder.

27. FORCE MAJEURE

Neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes will include acts of God/nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, interruption or failure of electricity or telecommunication service ("Force Majeure Event").

Each party, as applicable, shall give the other party notice of its inability to perform and reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.

The party asserting a Force Majeure Event as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

The County shall reserve the right to terminate this Agreement and/or any applicable order or contract release purchase order effective immediately, upon written notice, in the event of non-performance by Contractor because of a Force Majeure Event. The County shall reserve the right to extend the agreement and time for performance at its discretion.

28. INDEPENDENT CONTRACTOR

Contractor shall supply all goods and/or perform all services pursuant to this Agreement as an independent Contractor and not as an officer, agent, or employee of County. Contractor shall be solely responsible for the acts and omissions of its officers, agents, employees, Contractors, and subcontractors, if any. Nothing herein shall be considered as creating a partnership or joint venture between the County and Contractor. No person performing any services and/or supplying all goods shall be considered an officer, agent, or employee of County, nor shall any such person be entitled to any benefits available or granted solely to employees of the County.

Contractor is responsible for payment to sub-Contractors and must monitor, evaluate, and account for the sub-Contractor(s) services and operations.

29. INSURANCE

Contractor shall maintain insurance coverage pursuant to the exhibit setting forth insurance requirements, if such exhibit is attached to the Agreement.

30. DAMAGE AND REPAIR BY CONTRACTOR

Any and all damages to County owned or leased property caused by Contractor's negligence or shall be repaired, replaced or reimbursed by Contractor at no charge to the County. Repairs and replacements shall be completed within seventy-two (72) hours of the incident unless the County requests or agrees to an extension or another time frame. The cleanup of all damage related to accidental or intentional release of any/all non-hazardous or hazardous material (e.g. hydraulic fluid, fuel, grease, etc.) from Contractor's vehicles or during performance shall be the responsibility of the Contractor. All materials must be cleaned up in a manner and time acceptable to County (completely and immediately to prevent potential as well as actual environmental damage). Contractor must immediately report each incident to the County's Director of Procurement or designee. Damage observed by Contractor, whether or not resulting from Contractor's operations or negligence shall be promptly reported by Contractor to County. County may, at its option, approve and/or dictate the actions that are in County's best interests.

31. LIENS, CLAIMS, ENCUMBRANCES AND TITLE

The Contractor represents and warrants that all the goods and materials ordered and delivered are free and clear of all liens, claims or encumbrances of any kind. Title to the material and supplies purchased shall pass directly from Contractor to County at the F.O.B. point, subject to the right of County to reject upon inspection.

32. ASSIGNMENT OF CLAYTON ACT, CARTWRIGHT ACT CLAIMS

Contractor hereby assigns to the County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Contractor for sale to the County pursuant to this Agreement.

33. INDEMNITY

Contractor shall indemnify, defend, and hold harmless the County, its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, the negligent performance of this Agreement by Contractor and/or its agents, employees or sub-Contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which Contractor contests its obligation to indemnify, defend and/or hold harmless the County under this Agreement and does not prevail in that contest.

34. INTELLECTUAL PROPERTY INDEMNITY

Contractor represents and warrants for the benefit of the County and its users that it is the exclusive owner of all rights, title and interest in the product or services to be supplied. Contractor shall, at its own expense, indemnify, defend, settle, and hold harmless the County and its employees, agents and assigns against any claim or potential claim that any good, (including software) and/or service, or County's use of any good (including software) and/or service, provided under this Agreement infringes any patent, trademark, copyright or other proprietary

rights, including trade secret rights. Contractor shall pay all costs, damages and attorneys' fees that a court or other adjudicatory body awards as a result of any such claim.

35. WARRANTY

Any goods and/or services furnished under this Agreement shall be covered by the most favorable commercial warranties that Contractor gives to any of its customers for the same or substantially similar goods and/or services. Any warranties so provided shall supplement, and shall not limit or reduce, any rights afforded to County by any clause in this Agreement as well as any other express warranty.

CONTRACTOR WARRANTS THAT ITS WORKMANSHIP AND MATERIAL FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF FURNISHING. Contractor expressly warrants that all goods supplied shall be new, suitable for the use intended, of the grade and quality specified, free from all defects in design, material and workmanship, in conformance with all samples, drawings, descriptions and specifications furnished by the County, in compliance with all applicable federal, state and local laws and regulations and free of liens, claims and encumbrances. Contractor warrants that all services shall strictly conform to the County's requirements.

Contractor shall immediately replace or repair any good not conforming to any warranty, or provide services to conform to County's requirements. If after notice, Contractor fails to repair or replace goods, or to provide services to conform to County's requirements, Contractor shall promptly refund to County the full purchase price paid by the County. This remedy is nonexclusive of other remedies and rights that may be exercised by the County.

The warranties above shall not be deemed to exclude Contractor's standard warranties or other rights and warranties that the County may have or obtain.

36. COOPERATION WITH REVIEW

Contractor shall cooperate with County's periodic review of Contractor's performance.

Contractor shall make itself available onsite to review the progress of the project and Agreement, as requested by the County, upon reasonable advanced notice.

Contractor agrees to extend to the County or his/her designees and/or designated auditor of the County, the right to monitor or otherwise evaluate all work performed and all records, including service records and procedures to assure that the project is achieving its purpose, that all applicable County, State, and Federal regulations are met, and that adequate internal fiscal controls are maintained.

37. AUDIT RIGHTS

Pursuant to California Government Code Section 8546.7, the parties acknowledge and agree that every contract involving the expenditure of public funds in excess of \$10,000 may be subject to audit by the State Auditor.

All payments made under this Agreement shall be subject to an audit at County's option, and shall be adjusted in accordance with said audit. Adjustments that are found necessary as a result of auditing may be made from current billings.

The Contractor shall be responsible for receiving, replying to, and complying with any payment adjustments set forth in any County audits. The Contractor shall pay to County the full amount determined to be due as a result of a County audit. This provision is in addition to other inspection and access rights specified in this Agreement.

38. ACCESS AND RETENTION OF RECORDS AND PROVISION OF REPORTS

Contractor shall maintain financial records adequate to show that County funds paid were used for purposes consistent with the terms of the contract between Contractor and County. Records shall be maintained during the term of the Agreement and for a period of four (4) years from its termination, or until all claims have been resolved, whichever period is longer, unless a longer period is required under any contract or applicable law.

All books, records, reports, and accounts maintained pursuant to the Agreement, or related to the Contractor's activities under the Agreement, shall be open to inspection, examination, and audit by County, federal and state regulatory agencies, and to parties whose Agreements with the County require such access. County shall have the right to obtain copies of any and all of the books and records maintained pursuant to the Agreement, upon the payment of reasonable charges for the copying of such records.

Contractor shall provide annual reports that include, at a minimum, (i) the total contract release purchase order value for the County as a whole and individual County departments, and (ii) the number of orders placed, the breakdown (by customer ID/department and County) of the quantity and dollar amount of each product and/or service ordered per year. Annual reports must be made available no later than 30 days of the contract anniversary date unless otherwise requested.

Contractor shall also provide quarterly reports to the County that show a breakdown by contract release purchase order (i) the order date (ii) ship date (iii) estimated arrival date (iv) actual arrival date (v) list of products, services and maintenance items and (vi) the number and details of problem/service calls and department name that each such call pertains to (including unresolved problems). Quarterly reports must be made available to the County in electronic format, two (2) business days after the end of each quarter unless otherwise requested.

39. ACCESS TO BOOKS AND RECORDS PURSUANT TO THE SOCIAL SECURITY ACT

Access to Books and Records: If and to the extent that, Section 1861 (v) (1) (1) of the Social Security Act (42 U.S.C. Section 1395x (v) (1) (1) is applicable, Contractor shall maintain such records and provide such information to County, to any payor which contracts with County and to applicable state and federal regulatory agencies, and shall permit such entities and agencies, at all reasonable times upon request, to access books, records and other papers relating to the Agreement hereunder, as may be required by applicable federal, state and local laws, regulations and ordinances. Contractor agrees to retain such books, records and information for a period of at least four (4) years from and after the termination of this Agreement. Furthermore, if Contractor carries out any of its duties hereunder, with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period, through a subcontract with a related organization, such subcontract shall contain these same requirements. This provision shall survive the termination of this Agreement regardless of the reason for the termination.

40. COUNTY NO-SMOKING POLICY

Contractor and its employees, agents and subcontractors, shall comply with the County's No Smoking Policy, as set forth in the Board of Supervisors Policy Manual section 3.47 (as amended from time to time), which prohibits smoking: (1) at the Santa Clara Valley Medical Center Campus and all County-owned and operated health facilities, (2) within thirty (30) feet surrounding County-owned buildings and leased buildings where the County is the sole occupant, and (3) in all County vehicles.

41. FOOD AND BEVERAGE STANDARDS

Except in the event of an emergency or medical necessity, the following nutritional standards shall apply to any foods and/or beverages purchased by Contractor with County funds for County-sponsored meetings or events.

If food is to be provided, healthier food options shall be offered. "Healthier food options" include (1) fruits, vegetables, whole grains, and low fat and low calorie foods; (2) minimally processed foods without added sugar and with low sodium; (3) foods prepared using healthy cooking techniques; and (4) foods with less than 0.5 grams of trans fat per serving. Whenever possible, Contractor shall (1) offer seasonal and local produce; (2) serve fruit instead of sugary, high calorie desserts; (3) attempt to accommodate special, dietary and cultural needs; and (4) post nutritional information and/or a list of ingredients for items served. If meals are to be provided, a vegetarian option shall be provided, and the Contractor should consider providing a vegan option. If pre-packaged snack foods are provided, the items shall contain: (1) no more than 35% of calories from fat, unless the snack food items consist solely of nuts or seeds; (2) no more than 10% of calories from saturated fat; (3) zero trans-fat; (4) no more than 35% of total weight from sugar and caloric sweeteners, except for fruits and vegetables with no added sweeteners or fats; and (5) no more than 360 mg of sodium per serving.

If beverages are to be provided, beverages that meet the County's nutritional criteria are (1) water with no caloric sweeteners; (2) unsweetened coffee or tea, provided that sugar and sugar substitutes may be provided as condiments; (3) unsweetened, unflavored, reduced fat (either nonfat or 1% low fat) dairy milk; (4) plant-derived milk (e.g., soy milk, rice milk, and almond milk) with no more than 130 calories per 8 ounce serving; (5) 100% fruit or vegetable juice (limited to a maximum of 8 ounces per container); and (6) other low-calorie beverages (including tea and/or diet soda) that do not exceed 40 calories per 8 ounce serving. Sugar-sweetened beverages shall not be provided.

42. DEBARMENT

Contractor represents and warrants that it, its employees, Contractors, subcontractors or agents (collectively "Contractor") are not suspended, debarred, excluded, or ineligible for participation in Medicare, Medi-Cal or any other federal or state funded health care program, if applicable, or from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration.

Contractor must within thirty (30) calendar days advise the County if, during the term of this Agreement, Contractor becomes suspended, debarred, excluded or ineligible for participation in Medicare, Medi-Cal or any other federal or state funded health care program, as defined by 42. U.S.C. 1320a-7b (f), or from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services

Administration. Contractor will indemnify, defend and hold the County harmless for any loss or damage resulting from the conviction, debarment, exclusion or ineligibility of the Contractor.

43. CALIFORNIA PUBLIC RECORDS ACT

The County is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If Contractor's proprietary information is contained in documents or information submitted to County, and Contractor claims that such information falls within one or more CPRA exemptions, Contractor must clearly mark such information "CONFIDENTIAL AND PROPRIETARY," and identify the specific lines containing the information. In the event of a request for such information, the County will make best efforts to provide notice to Contractor prior to such disclosure. If Contractor contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Santa Clara County before the County is required to respond to the CPRA request. If Contractor fails to obtain such remedy within the time the County is required to respond to the CPRA request, County may disclose the requested information.

Contractor further agrees that it shall defend, indemnify and hold County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and attorney's fees) that may result from denial by County of a CPRA request for information arising from any representation, or any action (or inaction), by the Contractor.

44. CONFLICT OF INTEREST; POLITICAL REFORM ACT DISCLOSURE REQUIREMENT

If applicable, Contractor shall comply with all applicable requirements governing avoidance of impermissible client conflicts; and federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code section 1090 *et seq.*, the California Political Reform Act (California Government Code section 87100 *et seq.*) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 *et seq.*). Failure to do so constitutes a material breach of this Agreement and is grounds for immediate termination of this Agreement by the County.

In accepting this Agreement, Contractor covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this Agreement. Contractor further covenants that, in the performance of this Agreement, it will not use any Contractor or employ any person having such an interest. Contractor, including but not limited to Contractor's employees, may be subject to the disclosure and disqualification provisions of the California Political Reform Act of 1974 (the "Act"), that (1) requires such persons to disclose economic interests that may foreseeably be materially affected by the work performed under this Agreement, and (2) prohibits such persons from making or participating in making decisions that will foreseeably financially affect such interests.

Contractor, including but not limited to Contractor's employees and subcontractors, may be subject to the disclosure and disqualification provisions of the California Political Reform Act of 1974 (the "Act"), that (1) requires such persons to disclose economic interests that may foreseeably be materially affected by the work performed under the Agreement, and (2) prohibits such persons from making or participating in making decisions that will foreseeably financially affect such interests.

If the disclosure provisions of the Act are applicable to any individual providing service under the Agreement, Contractor shall, upon execution of the Agreement, provide the County with the

names, description of individual duties to be performed, and email addresses of all individuals, including but not limited to Contractor's employees, agents and subcontractors, that could be substantively involved in "making a governmental decision" or "serving in a staff capacity and in that capacity participating in making governmental decisions or performing duties that would be performed by an individual in a designated position," as part of Contractor's service to the County under the Agreement. Contractor shall ensure that such individuals file Statements of Economic Interests within 30 days of commencing service under the Contract, annually by April 1, and within 30 days of their termination of service under the Contract.

45. SEVERABILITY

Should any part of this Agreement between County and the Contractor or any individual contract release purchase order be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of the Agreement or any individual contract release purchase order which shall continue in full force and effect, provided that such remainder can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.

46. NON-WAIVER

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement will be effective unless it is in writing and signed by County. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether similar or not, nor will any waiver constitute a continuing waiver unless the writing signed by the County so specifies.

47. USE OF COUNTY'S NAME FOR COMMERCIAL PURPOSES

Contractor may not use the name of the County or reference any endorsement from the County in any fashion for any purpose, without the prior express written consent of the County as provided by the County's authorized representative, or designee.

48. HEADINGS AND TITLES

The titles and headings in this Agreement are included principally for convenience and do not by themselves affect the construction or interpretation of any provision in this Agreement, nor affect any of the rights or obligations of the parties to this Agreement.

49. HANDWRITTEN OR TYPED WORDS

Handwritten or typed words have no greater weight than printed words in the interpretation or construction of this Agreement.

50. AMBIGUITIES

Any rule of construction to the effect that ambiguities are to be resolved against the drafting party does not apply in interpreting this Agreement.

51. ENTIRE AGREEMENT; MERGER

This Agreement and its Exhibits and Attachments (if any) constitute the final, complete and exclusive statement of the terms of the agreement between the parties. It incorporates and supersedes all the agreements, covenants and understandings between the parties concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this Agreement. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

52. EXECUTION AND COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument. The parties agree that this Agreement, its amendments, and ancillary agreements to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered a method described herein.

Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the County.

53. NOTICES

All deliveries, notices, requests, demands or other communications provided for or required by this Agreement shall be in writing and shall be deemed to have been given when sent by registered or certified mail, return receipt requested; when sent by overnight carrier; or upon email confirmation to sender of receipt of a facsimile communication which is followed by a mailed hard copy from sender. Notices shall be addressed to the individuals identified in the Key Provisions of the Agreement as the County Contract Administrator and the Supplier Contact. Each party may designate a different person and address by sending written notice to the other party, to be effective no sooner than ten (10) days after the date of the notice.

54. ACCOUNT MANAGER

Contractor must assign an Account Manager to the County upon execution of the Agreement to facilitate the contractual relationship, be fully responsible and accountable for fulfilling the County's requirements. Contractor represents and warrants that such person will ensure that the County receives adequate pre-sales and post-sales support, problem resolution assistance and required information on a timely basis.

55. SURVIVAL

All representations, warranties, and covenants contained in this Agreement, or in any instrument, certificate, exhibit, or other writing intended by the parties to survive this Agreement, will survive the termination of this Agreement.

56. GOVERNING LAW, JURISDICTION AND VENUE

This Agreement shall be construed and interpreted according to the laws of the State of California, excluding its conflict of law principles. Proper venue for legal actions shall be exclusively vested in state court in the County of Santa Clara. The parties agree that subject matter and personal jurisdiction are proper in state court in the County of Santa Clara, and waive all venue objections.

57. THIRD PARTY BENEFICIARIES

This Agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the parties

58. AUTHORITY

Each party executing the Agreement on behalf of such entity represents that he or she is duly authorized to execute and deliver this Agreement on the entity's behalf, including, as applicable, the Board of Supervisors, the Board of Directors, or Executive Director. This Agreement shall not be effective or binding unless it is in writing and approved by the County's authorized representative, or authorized designee, as evidenced by their signature as set forth in this Agreement.

59. LIVING WAGE

Unless otherwise exempted or prohibited by law or County policy, Contractors that contract with the County to provide Direct Services, as defined in County of Santa Clara Ordinance Code Division B36 ("Division B36") and Board Policy section 5.5.5.5 ("Living Wage Policy"), and their subcontractors, where the contract value is \$100,000 or more, must comply with Division B36 and the Living Wage Policy and compensate their employees in accordance with Division B36 and the Living Wage Policy. Compliance and compensation for purposes of this provision includes, but is not limited to, components relating to fair compensation, earned sick leave, paid jury duty, fair workweek, worker retention, fair chance hiring, targeted hiring, local hiring, protection from retaliation, and labor peace. If Contractor and/or a subcontractor violate this provision, the Board of Supervisors or its designee may, at its sole discretion, take responsive actions including, but not limited to, the following:

- (1) Suspend, modify, or terminate the Direct Services Contract.
- (2) Require the Contractor and/or Subcontractor to comply with an appropriate remediation plan developed by the County.
- (3) Waive all or part of Division B36 or the Living Wage Policy.

This provision shall not be construed to limit an employee's rights to bring any legal action for violation of the employee's rights under Division B36 or any other applicable law. Further, this provision does not confer any rights upon any person or entity other than the Board of Supervisors or its designee to bring any action seeking the cancellation or suspension of a County contract. By entering into this contract, Contractor certifies that it is currently complying with County Code Division B36 and the County's Living Wage Policy with respect to applicable contracts, and warrants that it will continue to comply with County Code Division B36 and the County's Living Wage Policy with respect to applicable contracts.

60. CONTRACTING PRINCIPLES

All entities that contract with the County to provide services where the contract value is \$100,000 or more per budget unit per fiscal year and/or as otherwise directed by the Board, shall be fiscally responsible entities and shall treat their employees fairly. To ensure compliance with these contracting principles, all Contractors shall: (1) comply with all applicable federal, state and local rules, regulations and laws; (2) maintain financial records, and make those records available upon request; (3) provide to the County copies of any financial audits that have been completed during the term of the Agreement; (4) upon the County's request, provide the County reasonable access, through representatives of the Contractor, to facilities, financial and employee records that are related to the purpose of the Agreement, except where prohibited by federal or state laws, regulations or rules.

61. CONTRACTOR TRAVEL EXPENSES

Contractor shall be solely responsible for any travel fees or out of pocket expenses.

62. INFORMATION SECURITY COMPLIANCE

(1) For purposes of this section, the following definitions shall apply:

- (A) "Breach" means unauthorized access to, or use of, County Data or information security networks or systems that compromises confidentiality, integrity, and/or availability of those systems or County Data.
- (B) "Independent Penetration Testing," or "pen testing," means the County's practice, by using an independent third party, of testing a computer system, network or web application to find security vulnerabilities that an attacker could exploit.
- (C) "Risk Assessment" means the process by which the County's Information Security Office ("ISO") assesses (i) the Contractor's information security program, and related aspects, by identifying, analyzing, and understanding how the Contractor will store, process and transmit County Data; and (ii) the potential impact on the County of any security risks, weaknesses and threats related to safeguarding County assets and County Data. The Risk Assessment usually includes the ISO's evaluation of documentation provided by the Contractor.

(2) Contractor shall do all of the following:

- (A) Maintain or improve upon its information security posture at the time of the County's initial Risk Assessment as reasonably determined by the County. Contractor shall provide written notice to ISO of any changes or deficiencies to its information security posture.
- (B) Protect the confidentiality, integrity, and availability of the County's data and comply with any information security requirements provided to Contractor by the ISO for the entire term of the Agreement.
- (C) Follow any updated security requirements for the remaining term of the Agreement if the County re-evaluates the Risk Assessment, conducts periodic audits, and/or completes annual Independent Penetration Testing.
- (D) Upon discovering any Breach that could impact the County, whether caused by Contractor, its officers, employees, Contractors or agents or others, the Contractor shall notify the ISO at o365-iso-team@sccconnect.onmicrosoft.com within 24 hours.

Contractor shall also comply with all of its other obligations in this Agreement relating to breaches and potential breaches.

63. COUNTY DATA

- (1) Contractor shall not acquire any ownership interest in County Data (including County Confidential Information). As between Contractor and County, all County Confidential Information and/or County Data shall remain the property of the County. Contractor shall not, without County's written permission, use or disclose County Data (including County Confidential Information) other than in the performance of its obligations under this Agreement.
- (2) Contractor shall be responsible for establishing and maintaining an information security program that is designed to ensure the security and confidentiality of County Data, protect against any anticipated threats or hazards to the security or integrity of County Data, and protect against unauthorized access to or use of County Data that could result in substantial harm or inconvenience to County or any end users. Upon termination or expiration of this Agreement, Contractor shall seek and follow County's direction regarding the proper disposition of County Data.
- (3) Contractor shall take appropriate action to address any incident of unauthorized access to County Data, including addressing and/or remedying the issue that resulted in such unauthorized access, and notifying County by phone or in writing within 24 hours of any incident of unauthorized access to County Data, or any other breach in Contractor's security that materially affects County or end users. If the initial notification is by phone, Contractor shall provide a written notice within 5 days of the incident. Contractor shall be responsible for ensuring compliance by its officers, employees, agents, and subcontractors with the confidentiality, privacy, and information security requirements of this Agreement. Should County Confidential Information and/or legally protected County Data be divulged to unauthorized third parties, Contractor shall comply with all applicable federal and state laws and regulations, including but not limited to California Civil Code sections 1798.29 and 1798.82 at Contractor's sole expense. Contractor shall not charge County for any expenses associated with Contractor's compliance with these obligations.
- (4) See Exhibit A, Section 33 for indemnity rights and obligations.

64. ACCESS TO COMPETITIVELY BID AGREEMENTS

Where the contract award is a result of a formal competitive solicitation, Contractor may opt to permit the use of this Agreement by other political subdivisions, municipalities, tax supported agencies and non-profit entities in the United States. Such participating agencies shall make purchases in their own name, make payments directly to the Contractor and shall be liable directly to Contractor holding the County of Santa Clara harmless.

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

65. COMPLIANCE WITH ALL LAWS AND REGULATIONS INCLUDING NONDISCRIMINATION, EQUAL OPPORTUNITY, AND WAGE THEFT PREVENTION

Contractor's violation of this provision shall be deemed a material default by Contractor, giving County a right to terminate the Agreement. Examples of such Regulations include but are not limited to California Occupational Safety and Health Act of 1973, Labor Code §6300 *et seq.* the Fair Packaging and Labeling Act. and the standards and regulations issued there under. Contractor agrees to indemnify and hold harmless the County for any loss, damage, fine, penalty, or any expense whatsoever as a result of Contractor's failure to comply with the act and any standards or regulations issued there under.

- (1) Compliance with All Laws. Contractor shall comply with all applicable Federal, State, and local laws, regulations, rules, and policies (collectively, "Laws"), including but not limited to the non-discrimination, equal opportunity, and wage and hour Laws referenced in the paragraphs below.
- (2) Compliance with Non-Discrimination and Equal Opportunity Laws: Contractor shall comply with all applicable Laws concerning nondiscrimination and equal opportunity in employment and contracting, including but not limited to the following: Santa Clara County's policies for Contractors on nondiscrimination and equal opportunity; Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; the Age Discrimination in Employment Act of 1967; the Rehabilitation Act of 1973 (Sections 503 and 504); the Equal Pay Act of 1963; California Fair Employment and Housing Act (Government Code sections 12900 *et seq.*); California Labor Code sections 1101, 1102, and 1197.5; and the Genetic Information Nondiscrimination Act of 2008. In addition to the foregoing, Contractor shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political belief, organizational affiliation, or marital status in the recruitment, selection for training (including but not limited to apprenticeship), hiring, employment, assignment, promotion, layoff, rates of pay or other forms of compensation. Nor shall Contractor discriminate in the provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.
- (3) Compliance with Wage and Hour Laws: Contractor shall comply with all applicable wage and hour Laws, which may include but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and, if applicable, any local Minimum Wage, Prevailing Wage, or Living Wage laws.
- (4) Definitions: For purposes of this Section, the following definitions shall apply. A "Final Judgment, Decision, Determination, or Order" shall mean a judgment, decision, determination, or order (a) which is issued by a court of law, an investigatory government agency authorized by law to enforce an applicable Law, an arbiter, or arbitration panel and (b) for which all appeals have been exhausted or the time period to appeal has expired. For pay equity Laws, relevant investigatory government agencies include the federal Equal Employment Opportunity Commission, the California Division of Labor Standards Enforcement, and the California Department of Fair Employment and Housing. Violation of a pay equity Law shall mean unlawful discrimination in compensation on the basis of an individual's sex, gender, gender identity, gender expression, sexual orientation, race, color,

ethnicity, or national origin under Title VII of the Civil Rights Act of 1964 as amended, the Equal Pay Act of 1963, California Fair Employment and Housing Act, or California Labor Code section 1197.5, as applicable. For wage and hour Laws, relevant investigatory government agencies include the federal Department of Labor, the California Division of Labor Standards Enforcement, and the City of San Jose's Office of Equality Assurance.

- (5) Prior Judgments, Decisions or Orders against Contractor: By signing this Agreement, Contractor affirms that it has disclosed any final judgments, decisions, determinations, or orders that (a) were issued in the five years prior to executing this Agreement by a court or investigatory government agency and (b) found that Contractor violated an applicable wage and hour or pay equity law. Contractor further affirms that it has satisfied and complied with – or has reached agreement with the County regarding the manner in which it will satisfy – any such final judgments, decisions, determinations, or orders.
- (6) Violations of Wage and Hour Laws or Pay Equity Laws During Term of Agreement: If at any time during the term of this Agreement, Contractor receives a Final Judgment, Decision, Determination, or Order rendered against it for violation of an applicable wage and hour Law or pay equity Law, then Contractor shall promptly satisfy and comply with any such Final Judgment, Decision, Determination or Order. Contractor shall inform the Office of the County Executive-Office of Countywide Contracting Management (OCCM) of any relevant Final Judgment, Decision, Determination, or Order against it within 30 days of the Final Judgment, Decision, Determination, or Order becoming final or of learning of the Final Judgment, Decision, Determination, or Order, whichever is later. Contractor shall also provide any documentary evidence of compliance with the Final Judgment, Decision, Determination, or Order within 5 days of satisfying the Final Judgment, Decision, Determination, or Order. Any notice required by this paragraph shall be addressed to the Office of the County Executive-OCCM at 70 W. Hedding Street, East Wing, 11th Floor, San José, CA 95110. Notice provisions in this paragraph are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the Office of the County Executive-OCCM satisfies the notice requirements in this paragraph.
- (7) Access to Records Concerning Compliance with Pay Equity Laws: In addition to and notwithstanding any other provision of this Agreement concerning access to Contractor's records, Contractor shall permit the County and/or its authorized representatives to audit and review records related to compliance with applicable pay equity Laws. Upon the County's request, Contractor shall provide the County with access to any and all facilities and records, including but not limited to financial and employee records, that are related to the purpose of this Section, except where prohibited by federal or state laws, regulations or rules. County's access to such records and facilities shall be permitted at any time during Contractor's normal business hours upon no less than 10 business days' advance notice.
- (8) Pay Equity Notification: Contractor shall (1) directly provide each employee working in California and each person applying for a job in California with a written copy of any applicable pay equity Laws, or (2) electronically disseminate the text of applicable pay equity Laws to each California employee and job applicant, either directly or by posting a copy in conspicuous places available to employees and applicants. Such notification shall occur at least once during the term of this Agreement and, if this Agreement is a multi-year Agreement, at least annually thereafter.
- (9) Material Breach: Failure to comply with any part of this Section shall constitute a material breach of this Agreement. In the event of such a breach, the County may, in its discretion,

exercise any or all remedies available under this Agreement and/or at law. County may, among other things, take any or all of the following actions:

- (i) Suspend or terminate any or all parts of this Agreement.
- (ii) Withhold payment to Contractor until full satisfaction of a Final Judgment, Decision, Determination, or Order.
- (iii) Offer Contractor an opportunity to cure the breach.

- (10) Subcontractors: Contractor shall impose all of the requirements set forth in this Section on any subcontractors permitted to perform work under this Agreement. This includes ensuring that any subcontractor receiving a Final Judgment, Decision, Determination, or Order for violation of an applicable wage and hour Law promptly satisfies and complies with such Final Judgment, Decision, Determination, or Order.

66. LICENSE GRANT

Contractor represents and warrants to the County that the services and/or Deliverables provided under this Agreement do not require licenses.

68. COVID-19 REQUIREMENTS (IF APPLICABLE)

Contractor shall comply with all County requirements relating to COVID-19 for persons who routinely perform services for the County onsite and share airspace with or proximity to other people at a County facility as part of their services for the County, including but not limited to vaccination, as applicable and periodically updated, and available at <https://procurement.sccgov.org/doing-business-county/Contractor-vaccinations> and incorporated herein by this reference. If applicable, Contractor shall complete the Contractor Certification of Compliance with COVID-19 Vaccine Requirements ("Certification"), attached hereto as Exhibit G. Contractor shall comply with the requirements of this Section for the entire term of this Agreement.

Contractor shall comply with all reasonable requests by County for documentation demonstrating Contractor's compliance with this Section. Failure by Contractor to comply with any of the requirements of this Section (including but not limited to vaccination and masking requirements and completion and submittal of the Certification) is a material breach of this Agreement, and the County may, in its sole discretion terminate this Agreement immediately or take other action as the County may determine to be appropriate.

EXHIBIT B SERVICES AND PRODUCTS RATE SCHEDULE

1. Pricing

- 1.1. Any price increases shall be in accordance with and as allowable under Exhibit K, Sourcewell agreement #030421-JHN.
- 1.2. To the extent that price increases are in accordance and allowable per Item 1.1, there is a cap of five (5) percent for any price increases under this Agreement.
- 1.3. Any price adjustments shall apply on the anniversary date of the Agreement and take effect once the parties execute a written amendment to this Agreement.
- 1.4. Any request for price increases must be accompanied by supporting documentation and notification must be provided to the County at least sixty (60) days prior to effectivity.
- 1.5. Any price increases beyond the cap may only be considered if this is due to the State of California Department of Industrial Relations (DIR) prevailing wage change.

Non-Maintenance On-Call Service and Repair Labor Rates

	Straight Time (Weekdays 8:00am -5:00pm)	Overtime	Weekend & Holiday Overtime
Electrical Hardware	\$339.00	\$508.50	\$678
Electrical Software	\$339.00	\$508.50	\$678
Sprinkler	\$256.00	\$384.00	\$512
Suppression	\$253.00	\$379.50	\$506

Parts Pricing

Johnson Controls Fire Protection Parts	List Less 10%
Outside Purchase Parts including Subcontractors	Cost Plus 35%

ACE Customer #	Site Name	Address	City	Sprinkler Inspection Cost	Sprinkler Frequency	Annual Sprinkler Month	Months	Price Per Invoice for "Arba"	Billing Frequency in "Arba" (Billing will be done as BAMA - this will amount in column H per invoice)	Annual Total of Inspection \$	Sprinkler Inspection Cost	Standpipe Inspection Frequency	Annual Standpipe Month	Months	Price Per Invoice for "Arba"	Billing Frequency in "Arba" (Billing will be done as BAMA - this will amount in column H per invoice)	Annual Total of Inspection \$	Standpipe Inspection Cost	Standpipe Inspection Frequency	Annual Standpipe Month	Months	Price Per Invoice for "Arba"	Billing Frequency in "Arba" (Billing will be done as BAMA - this will amount in column H per invoice)	Annual Total of Inspection \$
1087177	Building 0101 - SCC Government Center East Wing	70 West Hedding Street	San Jose	\$6,448.78	Quarterly	AUG	FEB, MAY, NOV	\$1,612.20	Quarterly	\$6,448.78	\$1,936.73	Quarterly	AUG	FEB, MAY, NOV	\$484.18	Quarterly	\$6,448.78	\$1,936.73	Quarterly	AUG	FEB, MAY, NOV	\$484.18	Quarterly	\$1,936.73
2376887	Building 0102 - SCC Government Center West Wing	70 West Hedding Street	San Jose	\$8,583.13	Quarterly	AUG	FEB, MAY, NOV	\$2,145.78	Quarterly	\$8,583.13	\$1,936.73	Quarterly	AUG	FEB, MAY, NOV	\$484.18	Quarterly	\$8,583.13	\$1,936.73	Quarterly	AUG	FEB, MAY, NOV	\$484.18	Quarterly	\$1,936.73
2372824	Building 0109 - SCC New Crime Lab	250 West Hedding Street	San Jose	\$2,225.00	Quarterly	APR	JAN, JUL, OCT	\$566.25	Quarterly	\$2,225.00	\$1,439.95	Quarterly	APR	JAN, JUL, OCT	\$369.99	Quarterly	\$2,225.00	\$1,439.95	Quarterly	APR	JAN, JUL, OCT	\$369.99	Quarterly	\$1,439.95
796748	Building 0114 - Main Jail North	150 West Hedding Street	San Jose	\$8,416.50	Quarterly	AUG	FEB, MAY, NOV	\$2,104.13	Quarterly	\$8,416.50	\$2,779.15	Quarterly	AUG	FEB, MAY, NOV	\$694.79	Quarterly	\$8,416.50	\$2,779.15	Quarterly	AUG	FEB, MAY, NOV	\$694.79	Quarterly	\$2,779.15
792895	Building 0121 - Civic Parking Garage	171 W. Hedding	San Jose	\$4,139.28	Quarterly	APR	JAN, JUL, OCT	\$1,034.82	Quarterly	\$4,139.28	\$1,737.55	Quarterly	APR	JAN, JUL, OCT	\$434.39	Quarterly	\$4,139.28	\$1,737.55	Quarterly	APR	JAN, JUL, OCT	\$434.39	Quarterly	\$1,737.55
84533	Building 0141 - Fleet Maintenance Facility	2265 Junction	San Jose	\$2,385.45	Quarterly	OCT	JAN, APR, JUL	\$596.36	Quarterly	\$2,385.45		Quarterly			\$0.00	Quarterly	\$2,385.45		Quarterly			\$0.00	Quarterly	\$0.00
2374445	Building 0181 - Old City Hall	880 1st st	San Jose	\$2,385.45	Quarterly	OCT	JAN, APR, JUL	\$596.36	Quarterly	\$2,385.45	\$1,737.55	Quarterly	OCT	JAN, APR, JUL	\$434.39	Quarterly	\$2,385.45	\$1,737.55	Quarterly	OCT	JAN, APR, JUL	\$434.39	Quarterly	\$1,737.55
2372830	Building 0403 - Fleet Garage	90 West Younger	San Jose	\$1,646.10	Quarterly	JAN	APR, JUL, OCT	\$411.53	Quarterly	\$1,646.10		Quarterly			\$0.00	Quarterly	\$1,646.10		Quarterly			\$0.00	Quarterly	\$0.00
793002	Building 0404 - SCC Sheriff's Office	55 West Younger Ave	San Jose	\$2,225.80	Quarterly	APR	JAN, JUL, OCT	\$566.45	Quarterly	\$2,225.80	\$1,737.55	Quarterly	APR	JAN, JUL, OCT	\$434.39	Quarterly	\$2,225.80	\$1,737.55	Quarterly	APR	JAN, JUL, OCT	\$434.39	Quarterly	\$1,737.55
2145766	Building 0500 - Women's Residential	2090 Evans Lane	San Jose	\$2,385.45	Quarterly	APR	JAN, JUL, OCT	\$596.36	Quarterly	\$2,385.45		Quarterly			\$0.00	Quarterly	\$2,385.45		Quarterly			\$0.00	Quarterly	\$0.00
796714	Building 0501 - County Communication	2700 Carol	San Jose	\$1,646.10	Quarterly	MAY	FEB, AUG, NOV	\$411.53	Quarterly	\$1,646.10		Quarterly			\$0.00	Quarterly	\$1,646.10		Quarterly			\$0.00	Quarterly	\$0.00
2779564	Building 0502 - Comm Station	2701 Carol	San Jose		Quarterly			\$0.00	Quarterly		\$0.00	Quarterly			\$0.00	Quarterly		\$0.00	Quarterly			\$0.00	Quarterly	\$0.00
1289368	Building 0704 - East Valley Medical Clinic	1993 McKee Road	San Jose	\$1,646.10	Quarterly	APR	JAN, JUL, OCT	\$411.53	Quarterly	\$1,646.10		Quarterly			\$0.00	Quarterly	\$1,646.10		Quarterly			\$0.00	Quarterly	\$0.00
2503264	Building 0707 - East Valley Medical Clinic	1993 McKee Road	San Jose	\$1,646.10	Quarterly	APR	JAN, JUL, OCT	\$411.53	Quarterly	\$1,646.10		Quarterly			\$0.00	Quarterly	\$1,646.10		Quarterly			\$0.00	Quarterly	\$0.00
2372854	Building 0710 - East Valley Pavilion - Mental Health	101 Jose Figueres	San Jose	\$1,646.10	Quarterly	NOV	FEB, MAY, AUG	\$411.53	Quarterly	\$1,646.10		Quarterly			\$0.00	Quarterly	\$1,646.10		Quarterly			\$0.00	Quarterly	\$0.00
1078020	Building 0730 - Methodist Clinic Alexian	2101 Alexian Drive	San Jose	\$1,646.10	Quarterly	APR	JAN, JUL, OCT	\$411.53	Quarterly	\$1,646.10		Quarterly			\$0.00	Quarterly	\$1,646.10		Quarterly			\$0.00	Quarterly	\$0.00
2372859	Building 0734 - East Valley Medical Clinic	1993 McKee Road	San Jose	\$1,791.03	Quarterly	APR	JAN, JUL, OCT	\$447.76	Quarterly	\$1,791.03		Quarterly			\$0.00	Quarterly	\$1,791.03		Quarterly			\$0.00	Quarterly	\$0.00
1084028	Building 0901 - San Delta Maggiore School	2300 CLOVE DR.	San Jose	\$1,646.10	Quarterly	NOV	FEB, MAY, AUG	\$411.53	Quarterly	\$1,646.10		Quarterly			\$0.00	Quarterly	\$1,646.10		Quarterly			\$0.00	Quarterly	\$0.00
2374590	Santa Clara Valley Bldg 0910 Central Mental Health	2221 ENBORG LN.	San Jose		Quarterly			\$0.00	Quarterly		\$0.00	Quarterly			\$0.00	Quarterly		\$0.00	Quarterly			\$0.00	Quarterly	\$0.00
4339447	Building 0921 - VHC Basscom	750 South Bascom	San Jose	\$1,646.10	Quarterly	NOV	FEB, MAY, AUG	\$411.53	Quarterly	\$1,646.10		Quarterly			\$0.00	Quarterly	\$1,646.10		Quarterly			\$0.00	Quarterly	\$0.00
2779574	Building 0916 - VHC Lenzen	976 Lenzen Ave	San Jose	\$3,110.08	Quarterly	APR	JAN, JUL, OCT	\$777.52	Quarterly	\$3,110.08		Quarterly			\$0.00	Quarterly	\$3,110.08		Quarterly			\$0.00	Quarterly	\$0.00
796739	Building 0935 - SCC Medical Examiner/Coroner	850 Thorton Way	San Jose	\$1,646.10	Quarterly	MAR	JUN, SEP, DEC	\$411.53	Quarterly	\$1,646.10		Quarterly			\$0.00	Quarterly	\$1,646.10		Quarterly			\$0.00	Quarterly	\$0.00
2372862	Bldg #0980 Bldg X - Puentes	2425 ENBORG LN.	San Jose		Quarterly			\$0.00	Quarterly		\$0.00	Quarterly			\$0.00	Quarterly		\$0.00	Quarterly			\$0.00	Quarterly	\$0.00
1177412	Building 1161 - County Center at Charcot	2310 N. First Street	San Jose	\$1,646.10	Quarterly	MAR	JUN, SEP, DEC	\$411.53	Quarterly	\$1,646.10		Quarterly			\$0.00	Quarterly	\$1,646.10		Quarterly			\$0.00	Quarterly	\$0.00
2779580	Building 1162 - County Center at Charcot	2314 N. First Street	San Jose	\$1,646.10	Quarterly	MAR	JUN, SEP, DEC	\$411.53	Quarterly	\$1,646.10		Quarterly			\$0.00	Quarterly	\$1,646.10		Quarterly			\$0.00	Quarterly	\$0.00
2779582	Building 1301 - SCC Muriel Wright Ranch	298 Bernal	San Jose	\$1,646.10	Quarterly	MAY	FEB, AUG, NOV	\$411.53	Quarterly	\$1,646.10		Quarterly			\$0.00	Quarterly	\$1,646.10		Quarterly			\$0.00	Quarterly	\$0.00
2518359	Building 1300 - Muriel Wright Ranch	298 Bernal	San Jose		Quarterly			\$0.00	Quarterly		\$0.00	Quarterly			\$0.00	Quarterly		\$0.00	Quarterly			\$0.00	Quarterly	\$0.00
2779582	Building 1309 - Mariposa Lodge	9600 Malech Road	San Jose	\$2,095.00	Quarterly	MAR	JUN, SEP, DEC	\$523.75	Quarterly	\$2,095.00		Quarterly			\$0.00	Quarterly	\$2,095.00		Quarterly			\$0.00	Quarterly	\$0.00
2373997	Building 1326 - House on the Hill Recovery Home	9505 Malech Road	San Jose	\$1,646.10	Quarterly	MAY	FEB, AUG, NOV	\$411.53	Quarterly	\$1,646.10		Quarterly			\$0.00	Quarterly	\$1,646.10		Quarterly			\$0.00	Quarterly	\$0.00
2373998	Building 1327 - House on the Hill Admin	9505 Malech Road	San Jose	\$1,646.10	Quarterly	MAY	FEB, AUG, NOV	\$411.53	Quarterly	\$1,646.10		Quarterly			\$0.00	Quarterly	\$1,646.10		Quarterly			\$0.00	Quarterly	\$0.00
2779586	Building 2415 - SCC Valley Health Care Center	560 South Fair Oaks Avenue	Sunnyvale	\$1,935.95	Quarterly	JAN	APR, JUL, OCT	\$483.99	Quarterly	\$1,935.95		Quarterly			\$0.00	Quarterly	\$1,935.95		Quarterly			\$0.00	Quarterly	\$0.00
796761	Building 3100 - South County Complex	80 West Highland	San Martin		Quarterly			\$0.00	Quarterly		\$0.00	Quarterly			\$0.00	Quarterly		\$0.00	Quarterly			\$0.00	Quarterly	\$0.00
2776350	Building 3101 - VHC San Martin (Adult Clinic)	80 West Highland	San Martin	\$1,646.10	Quarterly	JUN	MAR, SEP, DEC	\$411.53	Quarterly	\$1,646.10		Quarterly			\$0.00	Quarterly	\$1,646.10		Quarterly			\$0.00	Quarterly	\$0.00
796766	Building 3109 - VHC San Martin (Adult Clinic)	90 Highland Ave	San Martin	\$1,646.10	Quarterly	JUN	MAR, SEP, DEC	\$411.53	Quarterly	\$1,646.10		Quarterly			\$0.00	Quarterly	\$1,646.10		Quarterly			\$0.00	Quarterly	\$0.00
2374260	Building 3116 - VHC San Martin (Pediatrics)	90 Highland Ave	San Martin	\$1,646.10	Quarterly	JUN	MAR, SEP, DEC	\$411.53	Quarterly	\$1,646.10		Quarterly			\$0.00	Quarterly	\$1,646.10		Quarterly			\$0.00	Quarterly	\$0.00
2374267	Building 3240 - SCC Valley Health Care at Gilroy	7475 Camino Arroyo	Gilroy	\$1,791.03	Quarterly	JUL	JAN, APR, OCT	\$447.76	Quarterly	\$1,791.03		Quarterly			\$0.00	Quarterly	\$1,791.03		Quarterly			\$0.00	Quarterly	\$0.00
2374674	Building 5080 - SCC Valley Health Care Franklin McKinney	500 Tully	San Jose	\$1,791.03	Quarterly	JAN	APR, JUL, OCT	\$447.76	Quarterly	\$1,791.03		Quarterly			\$0.00	Quarterly	\$1,791.03		Quarterly			\$0.00	Quarterly	\$0.00
796733	Bldg #5106 James Ranch Dorms	19050 MALAGUERRA AVE	Morgan Hill	\$1,646.10	Quarterly	JUN	MAR, SEP, DEC	\$411.53	Quarterly	\$1,646.10		Quarterly			\$0.00	Quarterly	\$1,646.10		Quarterly			\$0.00	Quarterly	\$0.00
2374275	Bldg #5110 James Ranch Recreation Hall	19050 MALAGUERRA AVE	Morgan Hill	\$1,646.10	Quarterly	JUN	MAR, SEP, DEC	\$411.53	Quarterly	\$1,646.10		Quarterly			\$0.00	Quarterly	\$1,646.10		Quarterly			\$0.00	Quarterly	\$0.00
2374276	Bldg #5121 James Ranch Covered Walkway	19050 MALAGUERRA AVE	Morgan Hill	\$1,646.10	Quarterly	JUN	MAR, SEP, DEC	\$411.53	Quarterly	\$1,646.10		Quarterly			\$0.00	Quarterly	\$1,646.10		Quarterly			\$0.00	Quarterly	\$0.00
2374277	Bldg #5125 James Ranch Programs	19050 MALAGUERRA AVE	Morgan Hill	\$1,646.10	Quarterly	JUN	MAR, SEP, DEC	\$411.53	Quarterly	\$1,646.10		Quarterly			\$0.00	Quarterly	\$1,646.10		Quarterly			\$0.00	Quarterly	\$0.00

Site Name	Preaction Inspection Cost	Preaction Inspection Frequency	Annual Preaction Month	Months	Quarterly Inspection Price Per Invoice for "Arriba"	Billing Frequency in "Arriba (Billing will be billed as BAMA - this will amounting in column H per invoice)	Annual Total of Inspection \$	Fire Hoses Inspection Cost	Fire Hose Inspection Frequency	Annual Fire Hose Inspection Month	Months	Quarterly Inspection Price Per Invoice for "Arriba"	Billing Frequency in "Arriba (Billing will be billed as BAMA - this will amounting in column H per invoice)	Annual Total of Inspection \$	Fm200 Inspection Cost	Fm200 Inspection Frequency	Annual Fm200 Inspection Month	Semi-annual Inspection Months	Price Per Invoice for "Arriba"
Building 0101 - SCC Government Center East Wing	\$10,874.00	Quarterly	AUG	FEB_MAY_NOV	\$2,181.50	Quarterly	\$10,874.00		Quarterly			\$0.00	Quarterly	\$0.00	\$36,891.00	Semi-annual	AUG	FEB	\$18,445.50
Building 0102 - SCC Government Center West Wing		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Semi-annual			\$0.00
Building 0109 - SCC New Crime Lab	\$17,424.00	Quarterly	APR	JAN_JUL_OCT	\$4,356.00	Quarterly	\$17,424.00		Quarterly			\$0.00	Quarterly	\$0.00		Semi-annual			\$0.00
Building 0114 - Main Jail North		Quarterly			\$0.00	Quarterly	\$0.00	\$8,456.00	Quarterly	AUG	FEB_MAY_NOV	\$2,114.00	Quarterly	\$8,456.00		Semi-annual			\$0.00
Building 0121 - Civic Parking Garage		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Semi-annual			\$0.00
Building 0141 - Fleet Maintenance Facility		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Semi-annual			\$0.00
Building 0181 - Old City Hall		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Semi-annual			\$0.00
Building 0403 - Fleet Garage		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Semi-annual			\$0.00
Building 0404 - SCC Sheriff's Office		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly	APR	JAN_JUL_OCT	\$34.75	Quarterly	\$139.00		Semi-annual			\$0.00
Building 0500 - Women's Residential		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Semi-annual			\$0.00
Building 0501 - County Communication	\$4,356.00	Quarterly	MAY	FEB_AUG_NOV	\$1,089.00	Quarterly	\$4,356.00		Quarterly			\$0.00	Quarterly	\$0.00	\$22,324.00	Semi-annual	MAY	NOV	\$11,162.00
Building 0502 - Court Station		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Semi-annual			\$0.00
Building 0704 - East Valley Medical Clinic		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Semi-annual			\$0.00
Building 0707 - East Valley Medical Clinic		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Semi-annual			\$0.00
Building 0710 - East Valley Pavilion - Mental Health		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Semi-annual			\$0.00
Building 0730 - Meihadone Clinic Alexian		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Semi-annual			\$0.00
Building 0734 - East Valley Medical Clinic		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Semi-annual			\$0.00
Building 0901 - San Della Maggioro School		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Semi-annual			\$0.00
Santa Clara Valley Bldg 0910 Central Mental Health		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Semi-annual			\$0.00
Building 0921 - VHC Bascom		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Semi-annual			\$0.00
Building 0916 - VHC Lenzan		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Semi-annual			\$0.00
Building 0935 - SCC Medical Examiner/Coroner		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Semi-annual			\$0.00
Bldg #1980 Bldg X - Puentes		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Semi-annual			\$0.00
Building 1161 - County Center at Charcot		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Semi-annual			\$0.00
Building 1162 - County Center at Charcot	\$4,356.00	Quarterly	MAR	JUN_SEP_DEC	\$1,089.00	Quarterly	\$4,356.00		Quarterly			\$0.00	Quarterly	\$0.00		Semi-annual			\$0.00
Building 1301 - SCC Muriel Wright Ranch		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Semi-annual			\$0.00
Building 1300 - Muriel Wright Ranch		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Semi-annual			\$0.00
Building 1309 - Mariposa Lodge		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Semi-annual			\$0.00
Building 1326 - House on the Hill Recovery Home		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Semi-annual			\$0.00
Building 1327 - House on the Hill Admin		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Semi-annual			\$0.00
Building 2415 - SCC Valley Health Care Center		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Semi-annual			\$0.00
Building 3100 - South County Complex		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Semi-annual			\$0.00
Building 3101 - San Martin - AG, Animal Control & Sheriffs		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Semi-annual			\$0.00
Building 3109 - VHC San Martin (Adult Clinic)		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Semi-annual			\$0.00
Building 3116 - VHC San Martin (Pediatrics)		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Semi-annual			\$0.00
Building 3240 - SCC Valley Health Care at Gilroy		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Semi-annual			\$0.00
Building 5080 - SCC Valley Health Care Franklin McKinley		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Semi-annual			\$0.00
Bldg #5106 James Ranch Dorms		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Semi-annual			\$0.00
Bldg #5110 James Ranch Recreation Hall		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Semi-annual			\$0.00
Bldg #5121 James Ranch Covered Walkway		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Semi-annual			\$0.00
Bldg #5125 James Ranch Programs		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Semi-annual			\$0.00

Site Name	Billing Frequency in Arriba (Billing will be a quarter of the amount in column H per invoice)	Annual Total of Inspection \$	Flow & Tamper Inspection Cost	Flow & Tamper Inspection Frequency	Annual Flow & Tamper Inspection Month	Semi-annual Inspection Months	Price Per Invoice for Arriba	Billing Frequency in Arriba (Billing will be a quarter of the amount in column H per invoice)	Annual Total of Inspection \$	Fire Pump Inspection Cost	Fire Pump Inspection Frequency	Annual Fire Pump Inspection Month	Monthly Fire Pump Inspection Month	Price Per Invoice for Arriba	Billing Frequency in Arriba (Billing will be a quarter of the amount in column H per invoice)	Annual Total of Inspection \$	Fire Hydrant Inspection Cost	Fire Hydrant Inspection Frequency	Annual Fire Hydrant Inspection Month	Price Per Invoice for Arriba
Building 0101 - SCC Government Center East Wing	Semi-annual	\$36,891.00	\$4,340.00	Semi-Annual	NOV	MAY	\$2,170.00	Semi-Annual	\$4,340.00					\$0.00				Annual		\$0.00
Building 0102 - SCC Government Center West Wing	Semi-annual	\$0.00		Semi-Annual			\$0.00	Semi-Annual	\$0.00	\$34,786.00	Monthly	AUG	OCT	\$2,898.83	Monthly	\$34,786.00		Annual		\$0.00
Building 0109 - SCC New Crime Lab	Semi-annual	\$0.00	\$8,894.00	Semi-Annual	JAN	JUL	\$4,447.00	Semi-Annual	\$8,894.00	\$34,786.00	Monthly	APR	OCT	\$2,898.83	Monthly	\$34,786.00		Annual		\$0.00
Building 0114 - Main Jail North	Semi-annual	\$0.00		Semi-Annual			\$0.00	Semi-Annual	\$0.00	\$34,786.00	Monthly	AUG	OCT	\$2,898.83	Monthly	\$34,786.00		Annual		\$0.00
Building 0121 - Civic Parking Garage	Semi-annual	\$0.00		Semi-Annual			\$0.00	Semi-Annual	\$0.00					\$0.00		\$0.00		Annual		\$0.00
Building 0141 - Fleet Maintenance Facility	Semi-annual	\$0.00		Semi-Annual			\$0.00	Semi-Annual	\$0.00					\$0.00		\$0.00		Annual		\$0.00
Building 0181 - Old City Hall	Semi-annual	\$0.00		Semi-Annual			\$0.00	Semi-Annual	\$0.00					\$0.00		\$0.00		Annual		\$0.00
Building 0403 - Fleet Garage	Semi-annual	\$0.00		Semi-Annual			\$0.00	Semi-Annual	\$0.00					\$0.00		\$0.00		Annual		\$0.00
Building 0404 - SCC Sheriff's Office	Semi-annual	\$0.00		Semi-Annual			\$0.00	Semi-Annual	\$0.00					\$0.00		\$0.00		Annual		\$0.00
Building 0500 - Women's Residential	Semi-annual	\$0.00		Semi-Annual			\$0.00	Semi-Annual	\$0.00					\$0.00		\$0.00		Annual		\$0.00
Building 0501 - County Communication	Semi-annual	\$0.00		Semi-Annual			\$0.00	Semi-Annual	\$0.00					\$0.00		\$0.00		Annual		\$0.00
Building 0502 - Court Station	Semi-annual	\$22,324.00	\$2,312.00	Semi-Annual	FEB	AUG	\$1,156.00	Semi-Annual	\$2,312.00	\$34,786.00	Monthly	MAY	OCT	\$2,898.83	Monthly	\$34,786.00		Annual		\$0.00
Building 0704 - East Valley Medical Clinic	Semi-annual	\$6,518.00		Semi-Annual			\$0.00	Semi-Annual	\$0.00					\$0.00		\$0.00		Annual		\$0.00
Building 0704 - East Valley Medical Clinic	Semi-annual	\$0.00	2,222.00	Semi-Annual	JAN	JUL	\$1,111.00	Semi-Annual	\$2,222.00					\$0.00		\$0.00		Annual		\$0.00
Building 0707 - East Valley Medical Clinic	Semi-annual	\$0.00	2,222.00	Semi-Annual	FEB	AUG	\$1,111.00	Semi-Annual	\$2,222.00					\$0.00		\$0.00		Annual		\$0.00
Building 0710 - East Valley Pavilion - Mental Health	Semi-annual	\$0.00	2,312.00	Semi-Annual	FEB	AUG	\$1,156.00	Semi-Annual	\$2,312.00					\$0.00		\$0.00		Annual		\$0.00
Building 0730 - Meihadone Clinic Alexian	Semi-annual	\$0.00	2,402.00	Semi-Annual	JAN	JUL	\$1,201.00	Semi-Annual	\$2,402.00					\$0.00		\$0.00		Annual		\$0.00
Building 0734 - East Valley Medical Clinic	Semi-annual	\$0.00	2,580.00	Semi-Annual	JAN	JUL	\$1,290.00	Semi-Annual	\$2,580.00					\$0.00		\$0.00		Annual		\$0.00
Building 0901 - San Della Magiore School	Semi-annual	\$0.00		Semi-Annual			\$0.00	Semi-Annual	\$0.00					\$0.00		\$0.00		Annual		\$0.00
Santa Clara Valley Bldg 0910 Central Mental Health	Semi-annual	\$0.00		Semi-Annual	Sept	Mar	\$1,156.00	Semi-Annual	\$2,312.00					\$0.00		\$0.00		Annual		\$0.00
Building 0921 - VHC Bascom	Semi-annual	\$0.00	\$2,580.00	Semi-Annual	Sept	Mar	\$1,290.00	Semi-Annual	\$2,580.00					\$0.00		\$0.00		Annual		\$0.00
Building 0916 - VHC Lenzan	Semi-annual	\$0.00	3,298.00	Semi-Annual	March	SEP	\$1,649.00	Semi-Annual	\$3,298.00					\$0.00		\$0.00		Annual		\$0.00
Building 0935 - SCC Medical Examiner/Coroner	Semi-annual	\$0.00		Semi-Annual			\$0.00	Semi-Annual	\$0.00					\$0.00		\$0.00		Annual		\$0.00
Bldg #1980 Bldg X - Puentes	Semi-annual	\$0.00	\$2,312.00	Semi-Annual	Sept	Mar	\$1,156.00	Semi-Annual	\$2,312.00					\$0.00		\$0.00		Annual		\$0.00
Building 1161 - County Center at Charcot	Semi-annual	\$0.00		Semi-Annual			\$0.00	Semi-Annual	\$0.00					\$0.00		\$0.00		Annual		\$0.00
Building 1162 - County Center at Charcot	Semi-annual	\$0.00		Semi-Annual	Feb	Aug	\$1,977.00	Semi-Annual	\$3,954.00					\$0.00		\$0.00		Annual		\$0.00
Building 1301 - SCC Muriel Wright Ranch	Semi-annual	\$0.00		Semi-Annual			\$0.00	Semi-Annual	\$0.00					\$0.00		\$0.00		Annual		\$0.00
Building 1300 - Muriel Wright Ranch	Semi-annual	\$0.00		Semi-Annual			\$0.00	Semi-Annual	\$0.00					\$0.00		\$0.00		Annual		\$0.00
Building 1309 - Mariposa Lodge	Semi-annual	\$0.00		Semi-Annual			\$0.00	Semi-Annual	\$0.00					\$0.00		\$0.00		Annual		\$0.00
Building 1326 - House on the Hill Recovery Home	Semi-annual	\$0.00		Semi-Annual			\$0.00	Semi-Annual	\$0.00					\$0.00		\$0.00		Annual		\$0.00
Building 1327 - House on the Hill Admin	Semi-annual	\$0.00		Semi-Annual			\$0.00	Semi-Annual	\$0.00					\$0.00		\$0.00		Annual		\$0.00
Building 2415 - SCC Valley Health Care Center	Semi-annual	\$0.00	2,940.00	Semi-Annual	OCT	APR	\$1,470.00	Semi-Annual	\$2,940.00					\$0.00		\$0.00		Annual		\$0.00
Building 3100 - South County Complex	Semi-annual	\$0.00		Semi-Annual			\$0.00	Semi-Annual	\$0.00					\$0.00		\$0.00		Annual		\$0.00
Building 3101 - San Martin - AG, Animal Control & Sheriffs	Semi-annual	\$0.00		Semi-Annual	March	SEP	\$1,156.00	Semi-Annual	\$2,312.00					\$0.00		\$0.00		Annual		\$0.00
Building 3109 - VHC San Martin (Adult Clinic)	Semi-annual	\$0.00	2,312.00	Semi-Annual	March	SEP	\$1,156.00	Semi-Annual	\$2,312.00					\$0.00		\$0.00		Annual		\$0.00
Building 3116 - VHC San Martin (Pediatrics)	Semi-annual	\$0.00	2,312.00	Semi-Annual	March	SEP	\$1,156.00	Semi-Annual	\$2,312.00					\$0.00		\$0.00		Annual		\$0.00
Building 3240 - SCC Valley Health Care at Gilroy	Semi-annual	\$0.00	2,850.00	Semi-Annual	OCT	APR	\$1,425.00	Semi-Annual	\$2,850.00					\$0.00		\$0.00		Annual		\$0.00
Building 5080 - SCC Valley Health Care Franklin McKinley	Semi-annual	\$0.00	2,670.00	Semi-Annual	OCT	APR	\$1,335.00	Semi-Annual	\$2,670.00					\$0.00		\$0.00		Annual		\$0.00
Bldg #5106 James Ranch Dorms	Semi-annual	\$0.00		Semi-Annual			\$0.00	Semi-Annual	\$0.00					\$0.00		\$0.00		Annual		\$0.00
Bldg #5110 James Ranch Recreation Hall	Semi-annual	\$0.00		Semi-Annual			\$0.00	Semi-Annual	\$0.00					\$0.00		\$0.00		Annual		\$0.00
Bldg #5121 James Ranch Covered Walkway	Semi-annual	\$0.00		Semi-Annual			\$0.00	Semi-Annual	\$0.00					\$0.00		\$0.00		Annual		\$0.00
Bldg #5125 James Ranch Programs	Semi-annual	\$0.00		Semi-Annual			\$0.00	Semi-Annual	\$0.00					\$0.00		\$0.00		Annual		\$0.00

Site Name	Billing Frequency in Arriba (Billing will be done as BAMA - this will be a annual of the BD per invoice)	Annual Total of Inspection \$	Per Building Total Cost
Building 0101 - SCC Government Center East Wing	Annual	\$0.00	\$60,490.51
Building 0102 - SCC Government Center West Wing	Annual	\$0.00	\$45,305.86
Building 0109 - SCC New Crime Lab	Annual	\$0.00	\$64,768.95
Building 0114 - Main Jail North	Annual	\$0.00	\$54,437.65
Building 0121 - Civic Parking Garage	Annual	\$0.00	\$5,876.83
Building 0141 - Fleet Maintenance Facility	Annual	\$940.00	\$3,325.45
Building 0181 - Old City Hall	Annual	\$0.00	\$4,123.00
Building 0403 - Fleet Garage	Annual	\$0.00	\$1,646.10
Building 0404 - SCC Sheriff's Office	Annual	\$0.00	\$4,102.35
Building 0500 - Women's Residential	Annual	\$940.00	\$3,325.45
Building 0501 - County Communication	Annual	\$940.00	\$66,364.10
Building 0502 - Court Station	Annual	\$0.00	\$6,518.00
Building 0704 - East Valley Medical Clinic	Annual	\$940.00	\$4,808.10
Building 0707 - East Valley Medical Clinic	Annual	\$0.00	\$3,868.10
Building 0710 - East Valley Pavilion - Mental Health	Annual	\$0.00	\$3,958.10
Building 0730 - Methadone Clinic Alexian	Annual	\$0.00	\$4,048.10
Building 0734 - East Valley Medical Clinic	Annual	\$940.00	\$5,311.03
Building 0901 - San Della Maggiora School	Annual	\$470.00	\$2,116.10
Santa Clara Valley Bldg 0910 Central Mental Health	Annual	\$0.00	\$2,312.00
Building 0921 - VHC Bascom	Annual	\$0.00	\$4,226.10
Building 0916 - VHC Lenzan	Annual	\$0.00	\$6,408.08
Building 0935 - SCC Medical Examiner/Coroner	Annual	\$0.00	\$1,646.10
Bldg #0980 Bldg X X - Puentes	Annual	\$0.00	\$2,312.00
Building 1161 - County Center at Charcot	Annual	\$470.00	\$2,116.10
Building 1162 - County Center at Charcot	Annual	\$0.00	\$9,956.10
Building 1301 - SCC Muriel Wright Ranch	Annual	\$1,410.00	\$3,056.10
Building 1300 - Muriel Wright Ranch	Annual	\$1,410.00	\$1,410.00
Building 1309 - Mariposa Lodge	Annual	\$2,351.00	\$4,446.00
Building 1326 - House on the Hill Recovery Home	Annual	\$0.00	\$36,432.10
Building 1327 - House on the Hill Admin	Annual	\$470.00	\$2,116.10
Building 2415 - SCC Valley Health Care Center	Annual	\$0.00	\$4,875.95
Building 3100 - South County Complex	Annual	\$2,821.00	\$2,821.00
Building 3101 - San Martin - AG, Animal Control & Sheriffs	Annual	\$0.00	\$1,646.10
Building 3109 - VHC San Martin (Adult Clinic)	Annual	\$0.00	\$3,958.10
Building 3116 - VHC San Martin (Pediatrics)	Annual	\$0.00	\$3,958.10
Building 3240 - SCC Valley Health Care at Gilroy	Annual	\$1,881.00	\$6,522.03
Building 5080 - SCC Valley Health Care Franklin McKinley	Annual	\$0.00	\$4,461.03
Bldg #5106 James Ranch Dorms	Annual	\$0.00	\$1,646.10
Bldg #5121 James Ranch Recreation Hall	Annual	\$0.00	\$1,646.10
Bldg #5121 James Ranch Covered Walkway	Annual	\$0.00	\$1,646.10
Bldg #5125 James Ranch Programs	Annual	\$0.00	\$1,646.10

ACE Customer #	Site Name	Address	City	Sprinkler Inspection Cost	Sprinkler Inspection Frequency	Annual Sprinkler Inspection Month	Quarterly Inspection Months	Price Per Invoice for "Arbita"	Billing Frequency in "Arbita" (Billing will be done as BAMA - this will amount in column H per invoice)	Annual Total of Inspection \$	Standpipe Inspection Cost	Standpipe Inspection Frequency	Annual Standpipe Inspection Month	Quarterly Inspection Months	Price Per Invoice for "Arbita"	Billing Frequency in "Arbita" (Billing will be done as BAMA - this will amount in column H per invoice)	Annual Total of Inspection \$
2374278	Bldg #5126 James Ranch Auto Shop	19050 MALAGUERRA AVE	Morgan Hill	\$1,646.10	Quarterly	JUN	MAR_SEP_DEC	\$411.53	Quarterly	\$1,646.10		Quarterly			\$0.00	Quarterly	\$0.00
2374280	Bldg #5204 Holden Ranch Dorms	19050 MALAGUERRA AVE	Morgan Hill	\$1,646.10	Quarterly	JUN	MAR_SEP_DEC	\$411.53	Quarterly	\$1,646.10		Quarterly			\$0.00	Quarterly	\$0.00
2566806	Bldg #5200 Holden Ranch Campus	19050 MALAGUERRA AVE	Morgan Hill		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00
2374414	Bldg #5210 Holden Ranch Gym-Multi Use	19050 MALAGUERRA AVE	Morgan Hill	\$1,646.10	Quarterly	JUN	MAR_SEP_DEC	\$411.53	Quarterly	\$1,646.10		Quarterly			\$0.00	Quarterly	\$0.00
2376933	Santa Clara Valley MC Bldg 5219	19050 MALAGUERRA AVE	Morgan Hill	\$1,646.10	Quarterly	JUN	MAR_SEP_DEC	\$411.53	Quarterly	\$1,646.10		Quarterly			\$0.00	Quarterly	\$0.00
796716	Building 5601 - Berger Warehouse	1553 Berger Drive	San Jose	\$4,603.50	Quarterly	JUL	JAN_APR_OCT	\$1,150.88	Quarterly	\$4,603.50	\$1,291.15	Quarterly	JUL	JAN_APR_OCT	\$322.79	Quarterly	\$1,291.15
796717	Building 5602 - County Service Center # 2	1555 Berger Drive	San Jose	\$6,661.90	Quarterly	JUL	JAN_APR_OCT	\$1,665.48	Quarterly	\$6,661.90		Quarterly			\$0.00	Quarterly	\$0.00
792996	Building 5603 - County Service Center # 3	1555 Berger Drive	San Jose	\$1,646.10	Quarterly	JUL	JAN_APR_OCT	\$411.53	Quarterly	\$1,646.10		Quarterly			\$0.00	Quarterly	\$0.00
796765	Building 5608 - Vector Control Dist. Wildlife	1551 Berger Drive	San Jose	\$1,646.10	Quarterly	JUL	JAN_APR_OCT	\$411.53	Quarterly	\$1,646.10		Quarterly			\$0.00	Quarterly	\$0.00
2374456	Building 5609 - Vector Control Headquarters	1580 Berger Drive	San Jose	\$1,646.10	Quarterly	JUL	JAN_APR_OCT	\$411.53	Quarterly	\$1,646.10		Quarterly			\$0.00	Quarterly	\$0.00
2415921	Santa Clara Valley MC Bldg 5910	840 Guadalupe Parkway	San Jose	\$1,646.10	Quarterly	MAY	FEB_AUG_NOV	\$411.53	Quarterly	\$1,646.10		Quarterly			\$0.00	Quarterly	\$0.00
2374430	Bldg #5801 O - 2220 Moorpark	2220 MOORPARK	San Jose		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00
796735	Santa Clara Valley MC Bldg 5903	840 GUADALUPE PKWY	San Jose	\$1,646.10	Quarterly	MAY	FEB_AUG_NOV	\$411.53	Quarterly	\$1,646.10	\$1,588.75	Quarterly	MAY	FEB_AUG_NOV	\$397.19	Quarterly	\$1,588.75
805505	Building 5900 - SCC Juvenile Hall	840 GUADALUPE PKWY	San Jose		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00
4339508	Bldg #5909 Juvenile Office	840 GUADALUPE PKWY	San Jose	\$1,646.10	Quarterly	MAY	FEB_AUG_NOV	\$411.53	Quarterly	\$1,646.10		Quarterly			\$0.00	Quarterly	\$0.00
4339540	Bldg #5901 Juvi Visitor Center and Cheek in	840 GUADALUPE PKWY	San Jose	\$1,646.10	Quarterly	MAY	FEB_AUG_NOV	\$411.53	Quarterly	\$1,646.10		Quarterly			\$0.00	Quarterly	\$0.00
794209	Santa Clara Valley MC Bldg 5904 Juvi Hall - Gym	840 GUADALUPE PKWY	San Jose	\$1,646.10	Quarterly	MAY	FEB_AUG_NOV	\$411.53	Quarterly	\$1,646.10		Quarterly			\$0.00	Quarterly	\$0.00
807370	Santa Clara Valley MC Bldg 5908	840 GUADALUPE PKWY	San Jose	\$14,342.93	Quarterly	MAY	FEB_AUG_NOV	\$3,585.73	Quarterly	\$14,342.93	\$2,183.95	Quarterly	MAY	FEB_AUG_NOV	\$545.99	Quarterly	\$2,183.95
805789	Santa Clara Valley MC Bldg 5911	840 GUADALUPE PKWY	San Jose	\$3,559.88	Quarterly	MAY	FEB_AUG_NOV	\$899.90	Quarterly	\$3,559.88		Quarterly			\$0.00	Quarterly	\$0.00
2377104	Santa Clara Valley MC Bldg 6043 B - Ancillary	751 SOUTH BASCOM AVE	San Jose		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00
330829	Santa Clara Valley MC Bldg 6001	751 SOUTH BASCOM AVE	San Jose		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00
2374680	Santa Clara Valley MC Bldg 6002 F - Dietary	751 SOUTH BASCOM AVE	San Jose		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00
784953	Santa Clara Valley MC Bldg 6004 E - Rehabilitation	751 SOUTH BASCOM AVE	San Jose		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00
493298	Santa Clara Valley MC Bldg 6006 K - West Wing	751 SOUTH BASCOM AVE	San Jose		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00
1977833	Santa Clara Valley MC Bldg #6009	751 SOUTH BASCOM AVE	San Jose		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00
784946	Santa Clara Valley MC Bldg 6010	2325 ENBORG LN.	San Jose		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00
2377109	Santa Clara Valley MC Bldg 6016 S - Energy Plant	751 SOUTH BASCOM AVE	San Jose		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00
2374574	Bldg #6047 PS1 - Parking Struct 1, visitors	751 SOUTH BASCOM AVE	San Jose		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00
4339501	Bldg 0914 Barbara Arons Pavilion	820 Enborg Lane	San Jose		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00
4339504	Bldg 0912 Don Lowe Pavilion R - Don Lowe Pavilion	871 Enborg Ct	San Jose		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00
4340480	Bldg 0905 Equipment Control Z - Equipment Control	800 Thornton Way	San Jose		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00
2374577	Santa Clara Valley MC Bldg 6052	751 SOUTH BASCOM AVE	San Jose		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00
2374579	Santa Clara Valley MC Bldg 6060	751 SOUTH BASCOM AVE	San Jose		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00
155578	Building 1800 - O'Connor Hospital				Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00
2374460	Bldg #6144 Elmwood - W1	701 SOUTH ABEL ST.	Milpitas	\$2,675.30	Quarterly	DEC	MAR_JUN_SEP	\$668.83	Quarterly	\$2,675.30		Quarterly			\$0.00	Quarterly	\$0.00
2374461	Bldg #6146 Elmwood - Info-Processing Bldg	701 SOUTH ABEL ST.	Milpitas	\$1,646.10	Quarterly	DEC	MAR_JUN_SEP	\$411.53	Quarterly	\$1,646.10		Quarterly			\$0.00	Quarterly	\$0.00
2374462	Bldg #6149 Elmwood COW-Medium-West NO-SO	701 SOUTH ABEL ST.	Milpitas	\$1,646.10	Quarterly	DEC	MAR_JUN_SEP	\$411.53	Quarterly	\$1,646.10		Quarterly			\$0.00	Quarterly	\$0.00
2374463	Bldg #6158 Elmwood - Special Housing	701 SOUTH ABEL ST.	Milpitas	\$1,646.10	Quarterly	DEC	MAR_JUN_SEP	\$411.53	Quarterly	\$1,646.10		Quarterly			\$0.00	Quarterly	\$0.00
2374464	Bldg #6160 Elmwood - M8 Mens	701 SOUTH ABEL ST.	Milpitas	\$14,215.05	Quarterly	DEC	MAR_JUN_SEP	\$3,553.76	Quarterly	\$14,215.05	\$2,183.95	Quarterly	DEC	MAR_JUN_SEP	\$545.99	Quarterly	\$2,183.95
2374465	Bldg #6170 Elmwood - M2	701 SOUTH ABEL ST.	Milpitas	\$1,646.10	Quarterly	DEC	MAR_JUN_SEP	\$411.53	Quarterly	\$1,646.10		Quarterly			\$0.00	Quarterly	\$0.00

Site Name	Preaction Inspection Cost	Preaction Inspection Frequency	Annual Preaction Month	Months	Price Per Invoice for "Arba	Billing Frequency in "Arba (Billing will be a quarterly of the amounting in column H per invoice)	Annual Total of Inspection \$	Fire Hoses Inspection Cost	Fire Hose Inspection Frequency	Annual Fire Hose Inspection Month	Months	Price Per Invoice for "Arba	Billing Frequency in "Arba (Billing will be a quarterly of the amounting in column H per invoice)	Annual Total of Inspection \$	Fm200 Inspection Cost	Fm200 Inspection Frequency	Annual Fm200 Inspection Month	Semi-annual Inspection Months	Price Per Invoice for "Arba
Bldg #5126 James Ranch Auto Shop		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Semi-annual			\$0.00
Bldg #5204 Holden Ranch Dorms		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Semi-annual			\$0.00
Bldg #5200 Holden Ranch Campus		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Semi-annual			\$0.00
Bldg #5210 Holden Ranch Gym-Multi Use		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Semi-annual			\$0.00
Santa Clara Valley MC Bldg 5219		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Semi-annual			\$0.00
Building 5601 - Berger Warehouse		Quarterly			\$0.00	Quarterly	\$0.00	\$1,820.00	Quarterly	JUL	JAN_APR_OCT	\$455.00	Quarterly	\$1,820.00		Semi-annual			\$0.00
Building 5602 - County Service Center # 2	\$13,068.00	Quarterly	JUL		\$3,267.00	Quarterly	\$13,068.00		Quarterly			\$0.00	Quarterly	\$0.00	\$17,844.00	Semi-annual	JUL	JAN	\$8,922.00
Building 5603 - County Service Center # 3		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Semi-annual			\$0.00
Building 5608 - Vector Control Dist. Wildlife		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Semi-annual			\$0.00
Building 5609 - Vector Control Headquarters		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Semi-annual			\$0.00
Santa Clara Valley MC Bldg 5910		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Semi-annual			\$0.00
Bldg #5801 O - 2220 Moopark		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Semi-annual			\$0.00
Santa Clara Valley MC Bldg 5903		Quarterly			\$0.00	Quarterly	\$0.00	\$1,450.00	Quarterly	MAY	FEB_AUG_NOV	\$362.50	Quarterly	\$1,450.00		Semi-annual			\$0.00
Building 5900 - SCC Juvenile Hall		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Semi-annual			\$0.00
Bldg #5909 Juvenile Office		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Semi-annual			\$0.00
Bldg #5901 Juvi Visitor Center and Check in		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Semi-annual			\$0.00
Santa Clara Valley MC Bldg 5904 Juvi Hall - Gym		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Semi-annual			\$0.00
Santa Clara Valley MC Bldg 5908		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Semi-annual			\$0.00
Santa Clara Valley MC Bldg 5911		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Semi-annual			\$0.00
Santa Clara Valley MC Bldg 6043 B - Ancillary		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Semi-annual			\$0.00
Santa Clara Valley MC Bldg 6001		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Semi-annual			\$0.00
Santa Clara Valley MC Bldg 6002 F - Dietary		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Semi-annual			\$0.00
Santa Clara Valley MC Bldg 6004 E - Rehabilitation		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Semi-annual			\$0.00
Santa Clara Valley MC Bldg 6006 K - West Wing		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Semi-annual			\$0.00
Santa Clara Valley MC Bldg #6009		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Semi-annual			\$0.00
Santa Clara Valley MC Bldg 6010		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Semi-annual			\$0.00
Santa Clara Valley MC Bldg 6016 S - Energy Plant		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Semi-annual			\$0.00
Bldg #6047 PS1 - Parking Struct 1, visitors		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Semi-annual			\$0.00
Bldg 0914 Barbara Arons Pavilion G - Barbara Arons Pavillon		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Semi-annual			\$0.00
Bldg 0912 Don Lowe Pavilion R - Don Lowe Pavillon		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Semi-annual			\$0.00
Bldg 0905 Equipment Control Z - Equipment Control		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Semi-annual			\$0.00
Santa Clara Valley MC Bldg 6052		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Semi-annual			\$0.00
Santa Clara Valley MC Bldg 6060		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Semi-annual			\$0.00
Building 1800 - O'Connor Hospital		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Semi-annual			\$0.00
Bldg #6144 Elmwood - W1		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Semi-annual			\$0.00
Bldg #6146 Elmwood - Info-Processing Bldg		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Semi-annual			\$0.00
Bldg #6149 Elmwood CCW-Medium-West NO-SO		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Semi-annual			\$0.00
Bldg #6158 Elmwood - Special Housing		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Semi-annual			\$0.00
Bldg #6160 Elmwood - M8 Mens		Quarterly			\$0.00	Quarterly	\$0.00	\$755.00	Quarterly	DEC	MAR_JUN_SEP	\$188.75	Quarterly	\$755.00		Semi-annual			\$0.00
Bldg #6170 Elmwood - M2		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Semi-annual			\$0.00

Site Name	Billing Frequency in Arriba (Billing will be done as BAMA - this will be a quarter of the amount in column H per invoice)	Annual Total of Inspection \$	Flow & Tamper Inspection Cost	Flow & Tamper Inspection Frequency	Annual Flow & Tamper Inspection Month	Semi-annual Inspection Months	Price Per Invoice for Arriba	Billing Frequency in Arriba (Billing will be done as BAMA - this will be a quarter of the amount in column H per invoice)	Annual Total of Inspection \$	Fire Pump Inspection Cost	Fire Pump Inspection Frequency	Annual Fire Pump Inspection Month	Monthly Fire Pump Inspection Month	Price Per Invoice for Arriba	Billing Frequency in Arriba (Billing will be done as BAMA - this will be a quarter of the amount in column H per invoice)	Annual Total of Inspection \$	Fire Hydrant Inspection Cost	Fire Hydrant Inspection Frequency	Annual Fire Hydrant Inspection Month	Price Per Invoice for Arriba
Bldg #5126 James Ranch Auto Shop	Semi-annual	\$0.00		Semi-Annual			\$0.00	Semi-Annual	\$0.00					\$0.00		\$0.00		Annual		\$0.00
Bldg #5204 Holden Ranch Dorms	Semi-annual	\$0.00		Semi-Annual			\$0.00	Semi-Annual	\$0.00					\$0.00		\$0.00		Annual		\$0.00
Bldg #5200 Holden Ranch Campus	Semi-annual	\$0.00		Semi-Annual			\$0.00	Semi-Annual	\$0.00					\$0.00		\$0.00	\$2,351.00	Annual	JUN	\$2,351.00
Bldg #5210 Holden Ranch Gym-Multi Use	Semi-annual	\$0.00		Semi-Annual			\$0.00	Semi-Annual	\$0.00					\$0.00		\$0.00		Annual		\$0.00
Santa Clara Valley MC Bldg 5219	Semi-annual	\$0.00		Semi-Annual			\$0.00	Semi-Annual	\$0.00					\$0.00		\$0.00		Annual		\$0.00
Building 5601 - Berger Warehouse	Semi-annual	\$0.00		Semi-Annual			\$0.00	Semi-Annual	\$0.00		Monthly	JUL	OCT	\$2,898.83	Monthly	\$34,786.00		Annual		\$0.00
Building 5602 - County Service Center # 2	Semi-annual	\$17,844.00	\$4,538.00	Semi-Annual	OCT	APR	\$2,269.00	Semi-Annual	\$4,538.00					\$0.00		\$0.00		Annual		\$0.00
Building 5603 - County Service Center # 3	Semi-annual	\$0.00		Semi-Annual			\$0.00	Semi-Annual	\$0.00					\$0.00		\$0.00		Annual		\$0.00
Building 5608 - Vector Control Dist. Wildlife	Semi-annual	\$0.00		Semi-Annual			\$0.00	Semi-Annual	\$0.00					\$0.00		\$0.00		Annual		\$0.00
Building 5609 - Vector Control Headquarters	Semi-annual	\$0.00		Semi-Annual			\$0.00	Semi-Annual	\$0.00					\$0.00		\$0.00		Annual		\$0.00
Santa Clara Valley MC Bldg 5910	Semi-annual	\$0.00		Semi-Annual			\$0.00	Semi-Annual	\$0.00					\$0.00		\$0.00		Annual		\$0.00
Bldg #5901 O - 2220 Moopkamp	Semi-annual	\$0.00	\$2,492.00	Semi-Annual	Sept	Mar	\$1,246.00	Semi-Annual	\$2,492.00					\$0.00		\$0.00		Annual		\$0.00
Santa Clara Valley MC Bldg 5903	Semi-annual	\$0.00		Semi-Annual			\$0.00	Semi-Annual	\$0.00					\$0.00		\$0.00		Annual		\$0.00
Building 5900 - SCC Juvenile Hall	Semi-annual	\$0.00		Semi-Annual			\$0.00	Semi-Annual	\$0.00					\$0.00		\$0.00		Annual		\$0.00
Bldg #5909 Juvenile Office	Semi-annual	\$0.00		Semi-Annual			\$0.00	Semi-Annual	\$0.00					\$0.00		\$0.00		Annual		\$0.00
Bldg #5901 Juvi Visitor Center and Check in	Semi-annual	\$0.00		Semi-Annual			\$0.00	Semi-Annual	\$0.00					\$0.00		\$0.00		Annual		\$0.00
Santa Clara Valley MC Bldg 5904 Juvi Hall - Gym	Semi-annual	\$0.00		Semi-Annual			\$0.00	Semi-Annual	\$0.00					\$0.00		\$0.00		Annual		\$0.00
Santa Clara Valley MC Bldg 5908	Semi-annual	\$0.00		Semi-Annual			\$0.00	Semi-Annual	\$0.00					\$0.00		\$0.00		Annual		\$0.00
Santa Clara Valley MC Bldg 5911	Semi-annual	\$0.00		Semi-Annual			\$0.00	Semi-Annual	\$0.00					\$0.00		\$0.00		Annual		\$0.00
Santa Clara Valley MC Bldg 6043 B - Ancillary	Semi-annual	\$0.00	\$4,048.00	Semi-Annual	Sept	Mar	\$2,024.00	Semi-Annual	\$4,048.00					\$0.00		\$0.00		Annual		\$0.00
Santa Clara Valley MC Bldg 6001	Semi-annual	\$0.00	\$2,222.00	Semi-Annual	Sept	Mar	\$1,111.00	Semi-Annual	\$2,222.00					\$0.00		\$0.00		Annual		\$0.00
Santa Clara Valley MC Bldg 6002 F - Dietary	Semi-annual	\$0.00	\$2,312.00	Semi-Annual	Sept	Mar	\$1,156.00	Semi-Annual	\$2,312.00					\$0.00		\$0.00		Annual		\$0.00
Santa Clara Valley MC Bldg 6004 E - Rehabilitation	Semi-annual	\$0.00	\$3,566.00	Semi-Annual	Sept	Mar	\$1,783.00	Semi-Annual	\$3,566.00					\$0.00		\$0.00		Annual		\$0.00
Santa Clara Valley MC Bldg 6006 K - West Wing	Semi-annual	\$0.00	\$6,198.00	Semi-Annual	Sept	Mar	\$3,099.00	Semi-Annual	\$6,198.00					\$0.00		\$0.00		Annual		\$0.00
Santa Clara Valley MC Bldg #6009	Semi-annual	\$0.00	\$9,086.00	Semi-Annual	Sept	Mar	\$4,533.00	Semi-Annual	\$9,086.00					\$0.00		\$0.00		Annual		\$0.00
Santa Clara Valley MC Bldg 6010	Semi-annual	\$0.00	\$4,944.00	Semi-Annual	Sept	Mar	\$2,472.00	Semi-Annual	\$4,944.00					\$0.00		\$0.00		Annual		\$0.00
Bldg #6047 PS1 - Parking Struct 1, visitors	Semi-annual	\$0.00	\$3,298.00	Semi-Annual	Sept	Mar	\$1,649.00	Semi-Annual	\$3,298.00					\$0.00		\$0.00		Annual		\$0.00
Bldg #0914 Barbara Arons Pavilion G - Barbara Arons Pavilion	Semi-annual	\$0.00	\$3,924.00	Semi-Annual	Sept	Mar	\$1,962.00	Semi-Annual	\$3,924.00					\$0.00		\$0.00		Annual		\$0.00
Bldg 0912 Don Lowe Pavilion R - Don Lowe Pavilion	Semi-annual	\$0.00	\$2,312.00	Semi-Annual	Sept	Mar	\$1,156.00	Semi-Annual	\$2,312.00					\$0.00		\$0.00		Annual		\$0.00
Bldg 0905 Equipment Control 2 - Equipment Control	Semi-annual	\$0.00	\$2,492.00	Semi-Annual	Sept	Mar	\$1,246.00	Semi-Annual	\$2,492.00					\$0.00		\$0.00		Annual		\$0.00
Santa Clara Valley MC Bldg 6052	Semi-annual	\$0.00	\$4,552.00	Semi-Annual	Sept	Mar	\$2,276.00	Semi-Annual	\$4,552.00					\$0.00		\$0.00		Annual		\$0.00
Santa Clara Valley MC Bldg 6060	Semi-annual	\$0.00	\$5,180.00	Semi-Annual	Sept	Mar	\$2,590.00	Semi-Annual	\$5,180.00					\$0.00		\$0.00		Annual		\$0.00
Building 1800 - O'Connor Hospital	Semi-annual	\$0.00	\$10,264.00	Semi-Annual	Sept	Mar	\$5,132.00	Semi-Annual	\$10,264.00					\$0.00		\$0.00		Annual		\$0.00
Bldg #6144 Elmwood - W1	Semi-annual	\$0.00		Semi-Annual			\$0.00	Semi-Annual	\$0.00					\$0.00		\$0.00		Annual		\$0.00
Bldg #6146 Elmwood - Info-Processing Bldg	Semi-annual	\$0.00		Semi-Annual			\$0.00	Semi-Annual	\$0.00					\$0.00		\$0.00		Annual		\$0.00
Bldg #6149 Elmwood CCW-Medium-West-NO-SO	Semi-annual	\$0.00		Semi-Annual			\$0.00	Semi-Annual	\$0.00					\$0.00		\$0.00		Annual		\$0.00
Bldg #6158 Elmwood - Special Housing	Semi-annual	\$0.00		Semi-Annual			\$0.00	Semi-Annual	\$0.00					\$0.00		\$0.00		Annual		\$0.00
Bldg #6160 Elmwood - M8 Mens	Semi-annual	\$0.00		Semi-Annual			\$0.00	Semi-Annual	\$0.00					\$0.00		\$0.00		Annual		\$0.00
Bldg #6170 Elmwood - M2	Semi-annual	\$0.00		Semi-Annual			\$0.00	Semi-Annual	\$0.00					\$0.00		\$0.00		Annual		\$0.00

Site Name	Billing Frequency in Arba (Billing will be done a annual of the amounting in column BD per invoice)	Annual Total of Inspection \$	Per Building Total Cost
Bldg #5126 James Ranch Auto Shop	Annual	\$0.00	\$1,646.10
Bldg #5204 Holden Ranch Dorms	Annual	\$0.00	\$1,646.10
Bldg #5200 Holden Ranch Campus	Annual	\$2,351.00	\$2,351.00
Bldg #5210 Holden Ranch Gym-Multi Use	Annual	\$0.00	\$1,646.10
Santa Clara Valley MC Bldg 5219	Annual	\$0.00	\$1,646.10
Building 5601 - Berger Warehouse	Annual	\$0.00	\$42,500.65
Building 5602 - County Service Center # 2	Annual	\$0.00	\$42,111.90
Building 5603 - County Service Center # 3	Annual	\$0.00	\$1,646.10
Building 5608 - Vector Control Dist. Wildlife	Annual	\$0.00	\$1,646.10
Building 5609 - Vector Control Headquarters	Annual	\$0.00	\$1,646.10
Santa Clara Valley MC Bldg 5910	Annual	\$0.00	\$1,646.10
Bldg #5801 O - 2220 Moopark	Annual	\$0.00	\$2,492.00
Santa Clara Valley MC Bldg 5903	Annual	\$0.00	\$4,684.85
Building 5900 - SCC Juvenile Hall	Annual	\$1,881.00	\$1,881.00
Bldg #5909 Juvenile Office	Annual	\$0.00	\$1,646.10
Bldg #5901 Juvi Visitor Center and Check in	Annual	\$0.00	\$1,646.10
Santa Clara Valley MC Bldg 5904 Juvi Hall - Gym	Annual	\$0.00	\$1,646.10
Santa Clara Valley MC Bldg 5908	Annual	\$0.00	\$16,526.88
Santa Clara Valley MC Bldg 5911	Annual	\$0.00	\$3,559.58
Santa Clara Valley MC Bldg 6043 B - Ancillary	Annual	\$0.00	\$4,048.00
Santa Clara Valley MC Bldg 6001	Annual	\$0.00	\$2,222.00
Santa Clara Valley MC Bldg 6002 F - Dietary	Annual	\$0.00	\$2,312.00
Santa Clara Valley MC Bldg 6004 E - Rehabilitation	Annual	\$0.00	\$3,566.00
Santa Clara Valley MC Bldg 6006 K - West Wing	Annual	\$0.00	\$6,198.00
Santa Clara Valley MC Bldg #6009	Annual	\$0.00	\$9,066.00
Santa Clara Valley MC Bldg 6010	Annual	\$0.00	\$4,944.00
Santa Clara Valley MC Bldg 6016 S - Energy Plant	Annual	\$0.00	\$3,298.00
Bldg #6047 PS1 - Parking Struct 1, visitors	Annual	\$0.00	\$3,924.00
Bldg 0914 Barbara Arons Pavilion G - Barbara Arons Pavilion	Annual	\$0.00	\$2,312.00
Bldg 0912 Don Lowe Pavilion R - Don Lowe Pavilion	Annual	\$0.00	\$2,492.00
Bldg 0905 Equipment Control Z - Equipment Control	Annual	\$0.00	\$2,222.00
Santa Clara Valley MC Bldg 6052	Annual	\$0.00	\$4,552.00
Santa Clara Valley MC Bldg 6060	Annual	\$0.00	\$5,180.00
Building 1800 - O'Connor Hospital	Annual	\$0.00	\$10,264.00
Bldg #6144 Elmwood - W1	Annual	\$0.00	\$2,675.30
Bldg #6146 Elmwood - Info-Processing Bldg	Annual	\$0.00	\$1,646.10
Bldg #6149 Elmwood COW-Medium-West NO-SO	Annual	\$0.00	\$1,646.10
Bldg #6158 Elmwood - Special Housing	Annual	\$0.00	\$1,646.10
Bldg #6160 Elmwood - M8 Mens	Annual	\$0.00	\$17,154.00
Bldg #6170 Elmwood - M2	Annual	\$0.00	\$1,646.10

ACE Customer #	Site Name	Address	City	Sprinkler Inspection Cost	Sprinkler Inspection Frequency	Annual Sprinkler Inspection Month	Quarterly Inspection Months	Price Per Invoice for "Arbitra	Billing Frequency in "Arbitra (Billing will be billed as BAMA - this will amount in column H per invoice)	Annual Total of Inspection \$	Standpipe Inspection Cost	Standpipe Inspection Frequency	Annual Standpipe Inspection Month	Quarterly Inspection Months	Price Per Invoice for "Arbitra	Billing Frequency in "Arbitra (Billing will be billed as BAMA - this will amount in column H per invoice)	Annual Total of Inspection \$
2374466	Bldg #6171 Elmwood - M3	701 SOUTH ABEL ST.	Milpitas	\$1,646.10	Quarterly	DEC	MAR_JUN_SEP	\$411.53	Quarterly	\$1,646.10		Quarterly			\$0.00	Quarterly	\$0.00
2374467	Santa Clara Valley MC Bldg 6180 Elmwood - W4	701 SOUTH ABEL ST.	Milpitas	\$6,346.48	Quarterly	DEC	MAR_JUN_SEP	\$1,586.62	Quarterly	\$6,346.48	\$2,183.95	Quarterly	DEC	MAR_JUN_SEP	\$545.99	Quarterly	\$2,183.95
2374468	Santa Clara Valley MC Bldg 6184 Elmwood-West Gate	701 SOUTH ABEL ST.	Milpitas	\$2,385.45	Quarterly	DEC	MAR_JUN_SEP	\$596.36	Quarterly	\$2,385.45	\$1,291.15	Quarterly	DEC	MAR_JUN_SEP	\$322.79	Quarterly	\$1,291.15
2374471	Santa Clara Valley MC Bldg 6185 Elmwood Programs	701 SOUTH ABEL ST.	Milpitas	\$6,821.55	Quarterly	DEC	MAR_JUN_SEP	\$1,705.39	Quarterly	\$6,821.55	\$1,291.15	Quarterly	DEC	MAR_JUN_SEP	\$322.79	Quarterly	\$1,291.15
2378030	Santa Clara Valley MC Bldg 6186	701 SOUTH ABEL ST.	Milpitas	\$9,039.60	Quarterly	DEC	MAR_JUN_SEP	\$2,259.90	Quarterly	\$9,039.60	\$1,291.15	Quarterly	DEC	MAR_JUN_SEP	\$322.79	Quarterly	\$1,291.15
2374473	Santa Clara Valley MC Bldg #6188 Elmwood - W2	701 SOUTH ABEL ST.	Milpitas	\$8,300.25	Quarterly	DEC	MAR_JUN_SEP	\$2,075.06	Quarterly	\$8,300.25	\$1,439.95	Quarterly	DEC	MAR_JUN_SEP	\$359.99	Quarterly	\$1,439.95
2374474	Santa Clara Valley MC Bldg #6189 Elmwood - W3	701 SOUTH ABEL ST.	Milpitas	\$3,864.15	Quarterly	DEC	MAR_JUN_SEP	\$968.04	Quarterly	\$3,864.15	\$1,291.15	Quarterly	DEC	MAR_JUN_SEP	\$322.79	Quarterly	\$1,291.15
2374475	Santa Clara Valley MC Bldg #6191 Elmwood - M4	701 SOUTH ABEL ST.	Milpitas	\$8,300.25	Quarterly	DEC	MAR_JUN_SEP	\$2,075.06	Quarterly	\$8,300.25	\$1,737.55	Quarterly	DEC	MAR_JUN_SEP	\$434.39	Quarterly	\$1,737.55
2374476	Santa Clara Valley MC Bldg #6192 Elmwood - M5	701 SOUTH ABEL ST.	Milpitas	\$8,300.25	Quarterly	DEC	MAR_JUN_SEP	\$2,075.06	Quarterly	\$8,300.25	\$1,737.55	Quarterly	DEC	MAR_JUN_SEP	\$434.39	Quarterly	\$1,737.55
23739	Bldg #6193 Elmwood - Admin Bldg	701 SOUTH ABEL ST.	Milpitas	\$6,082.00	Quarterly	DEC	MAR_JUN_SEP	\$1,520.50	Quarterly	\$6,082.00	\$1,291.15	Quarterly	DEC	MAR_JUN_SEP	\$322.79	Quarterly	\$1,291.15
795398	Santa Clara Valley MC Bldg 6196 Elmwood M1	701 SOUTH ABEL ST.	Milpitas	\$7,085.83	Quarterly	DEC	MAR_JUN_SEP	\$1,771.46	Quarterly	\$7,085.83	\$1,291.15	Quarterly	DEC	MAR_JUN_SEP	\$322.79	Quarterly	\$1,291.15
2374453	Building 2226 - SCC Valley Health Care at Milpitas	143 North Main Street	Milpitas	\$1,791.03	Quarterly	JUN	MAR_SEP_DEC	\$447.76	Quarterly	\$1,791.03	\$1,291.15	Quarterly	JUN	MAR_SEP_DEC	\$322.79	Quarterly	\$1,291.15
2779584	Building 2227 - SCC Valley Health Care Parking	93 North Main Street	Milpitas	\$2,965.15	Quarterly	FEB	MAY_AUG_NOV	\$741.29	Quarterly	\$2,965.15	\$1,439.95	Quarterly	FEB	MAY_AUG_NOV	\$359.99	Quarterly	\$1,439.95
2779587	Building 2417 - SCC Valley Health Center Garage	560 South Fair Oaks Avenue	Sunnyvale	\$3,849.43	Quarterly	JAN	APR_JUL_OCT	\$962.36	Quarterly	\$3,849.43	\$1,588.75	Quarterly	JAN	APR_JUL_OCT	\$397.19	Quarterly	\$1,588.75
2374455	Building 0142 - SCVHHS PH and OES	2730 Junction	San Jose	\$2,385.45	Quarterly	APR	JAN_JUL_OCT	\$596.36	Quarterly	\$2,385.45		Quarterly			\$0.00	Quarterly	\$0.00
2374452	Building 0303 - SCC Downtown San Jose Clinic	725 East Santa Clara St	San Jose	\$1,646.10	Quarterly	APR	JAN_JUL_OCT	\$411.53	Quarterly	\$1,646.10		Quarterly			\$0.00	Quarterly	\$0.00
2779559	Building 0183 - Old City Hall - Re-Entry Resource Center	151 Mission Street	San Jose	\$2,675.30	Quarterly	MAY	FEB_AUG_NOV	\$668.83	Quarterly	\$2,675.30	\$1,439.95	Quarterly	MAY	FEB_AUG_NOV	\$359.99	Quarterly	\$1,439.95
2779583	Building 1325 - House on the Hill	9600 Malech Road	San Jose	\$1,646.10	Quarterly	MAY	FEB_AUG_NOV	\$411.53	Quarterly	\$1,646.10		Quarterly			\$0.00	Quarterly	\$0.00
3783746	Building 1403 Silver Creek Bldg C	5845 Hellyer Ave	San Jose	\$2,530.38	Quarterly	SEP	MAR_JUN_DEC	\$632.60	Quarterly	\$2,530.38		Quarterly			\$0.00	Quarterly	\$0.00
3783745	Building 1404 Silver Creek Bldg D	5905 Silver Creek Valley Rd	San Jose	\$4,443.85	Quarterly	SEP	MAR_JUN_DEC	\$1,110.96	Quarterly	\$4,443.85		Quarterly			\$0.00	Quarterly	\$0.00
3783847	Building 1405 Silver Creek Bldg E	5965 Silver Creek Valley Rd	San Jose	\$4,443.85	Quarterly	SEP	MAR_JUN_DEC	\$1,110.96	Quarterly	\$4,443.85		Quarterly			\$0.00	Quarterly	\$0.00
3880546	Building 1511 110 West Tazman	110 W Taaman Dr	San Jose	\$2,530.38	Quarterly	AUG	FEB_MAY_NOV	\$632.60	Quarterly	\$2,530.38		Quarterly			\$0.00	Quarterly	\$0.00
3783744	Building 1513 130 West Tazman	130 W Taaman Dr	San Jose	\$1,791.03	Quarterly	AUG	FEB_MAY_NOV	\$447.76	Quarterly	\$1,791.03		Quarterly			\$0.00	Quarterly	\$0.00
3880544	Building 1515 150 West Tazman	150 W Taaman Dr	San Jose	\$1,791.03	Quarterly	AUG	FEB_MAY_NOV	\$447.76	Quarterly	\$1,791.03		Quarterly			\$0.00	Quarterly	\$0.00
3880539	Building 4928 Gateway Hall	344 Tully Road	San Jose	\$1,646.10	Quarterly	OCT	JAN_APR_JUL	\$411.53	Quarterly	\$1,646.10		Quarterly			\$0.00	Quarterly	\$0.00
3880538	Building 1518 180 West Tazman	180 W Taaman Dr	San Jose	\$1,791.03	Quarterly	AUG	FEB_MAY_NOV	\$447.76	Quarterly	\$1,791.03		Quarterly			\$0.00	Quarterly	\$0.00
4303300	Building 1134 - Lundy	1996 Lundy Ave	San Jose	\$1,646.10	Quarterly	APR	JAN_JUL_OCT	\$411.53	Quarterly	\$1,646.10		Quarterly			\$0.00	Quarterly	\$0.00
2566702	Building 0130 - DORTAX COLLECTOR/COUNTY COUNSEL	852 N 1ST Street	San Jose	\$2,080.88	Quarterly	APR	JAN_JUL_OCT	\$520.22	Quarterly	\$2,080.88		Quarterly			\$0.00	Quarterly	\$0.00
2779571	Building 0611 - Bascom OSC Outpatient Surgery Cntr	2450 South Bascom	San Jose	\$1,646.10	Quarterly	APR	JAN_JUL_OCT	\$411.53	Quarterly	\$1,646.10		Quarterly			\$0.00	Quarterly	\$0.00
2489797	Building 3020-Morgan Hill JusticeAgencyBuilding	17275 Butterfield Blvd	Morgan Hill	\$1,646.10	Quarterly	NOV	FEB_MAY_AUG	\$411.53	Quarterly	\$1,646.10		Quarterly			\$0.00	Quarterly	\$0.00
2779605	Building 0308 - New Downtown Clinic	777 East Santa Clara St.	San Jose	\$3,994.35	Quarterly	JUN	MAR_SEP_DEC	\$998.59	Quarterly	\$3,994.35		Quarterly			\$0.00	Quarterly	\$0.00
2757902	Building 1701 & 1702 - De Paul Health Center	18500 De Paul Dr	Morgan Hill		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00
2779609	Building 1707 - St Louise Regional Hospital	9400 No Name Uno	Gilroy		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00
3880547	Building 1401 Silver Creek Bldg A	5710 Fontanoso Way	San Jose	\$2,385.45	Quarterly	SEP	MAR_JUN_DEC	\$596.36	Quarterly	\$2,385.45		Quarterly			\$0.00	Quarterly	\$0.00
3783747	Building 1402 Silver Creek Bldg B	5750 Fontanoso Way	San Jose	\$2,385.45	Quarterly	SEP	MAR_JUN_DEC	\$596.36	Quarterly	\$2,385.45		Quarterly			\$0.00	Quarterly	\$0.00
2766457	Building 4904 Faigrounds Warehouse Annex 2 & 1	344 Tully Road	San Jose	\$1,646.10	Quarterly	OCT	JAN_APR_JUL	\$411.53	Quarterly	\$1,646.10		Quarterly			\$0.00	Quarterly	\$0.00
2779616	Bldg 4940 - Faigrounds OTB - Off Track Betting	344 Tully Road	San Jose	\$1,646.10	Quarterly	OCT	JAN_APR_JUL	\$411.53	Quarterly	\$1,646.10		Quarterly			\$0.00	Quarterly	\$0.00
4341460	Building 3128 - Animal Services	90 Highland Ave	San Martin	\$1,646.10	Quarterly	NOV	FEB_MAY_AUG	\$411.53	Quarterly	\$1,646.10	\$1,588.75	Quarterly	NOV	FEB_MAY_AUG	\$397.19	Quarterly	\$1,588.75
4339550	Building 1322 - Muriel Wright Doms	298 Bernal Rd.	San Jose	\$1,646.10	Quarterly	MAY	FEB_AUG_NOV	\$411.53	Quarterly	\$1,646.10		Quarterly			\$0.00	Quarterly	\$0.00
4340421	Bldg 1334 - Muriel Wright Program	298 Bernal Rd.	San Jose	\$1,646.10	Quarterly	MAY	FEB_AUG_NOV	\$411.53	Quarterly	\$1,646.10		Quarterly			\$0.00	Quarterly	\$0.00

Site Name	Preaction Inspection Cost	Preaction Inspection Frequency	Annual Preaction Month	Quarterly Inspection Months	Price Per Invoice for "Arriba"	Billing Frequency in "Arriba (Billing will be a quarterly of the invoice)	Annual Total of Inspection \$	Fire Hoses Inspection Cost	Fire Hose Inspection Frequency	Annual Fire Hose Inspection Month	Quarterly Inspection Months	Price Per Invoice for "Arriba"	Billing Frequency in "Arriba (Billing will be a quarterly of the invoice)	Annual Total of Inspection \$	Fire Hoses Inspection Cost	Fire Hose Inspection Frequency	Annual Fire Hose Inspection Month	Quarterly Inspection Months	Price Per Invoice for "Arriba"	Billing Frequency in "Arriba (Billing will be a quarterly of the invoice)	Annual Total of Inspection \$	Fm200 Inspection Cost	Fm200 Inspection Frequency	Annual Fm200 Inspection Month	Semi-annual Inspection Months	Price Per Invoice for "Arriba"
Bldg #6171 Elmwood - M3		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly	DEC	MAR_JUN_SEP	\$0.00	Quarterly	\$0.00		Quarterly		Quarterly		Quarterly		\$0.00		Semi-annual		\$0.00
Santa Clara Valley MC Bldg 6180 Elmwood - W4		Quarterly			\$0.00	Quarterly	\$0.00	\$906.00	Quarterly	DEC	MAR_JUN_SEP	\$226.50	Quarterly	\$906.00		Quarterly		Quarterly		Quarterly		\$906.00		Semi-annual		\$0.00
Santa Clara Valley MC Bldg 6184 Elmwood-West Gate		Quarterly			\$0.00	Quarterly	\$0.00	\$302.00	Quarterly	DEC	MAR_JUN_SEP	\$75.50	Quarterly	\$302.00		Quarterly		Quarterly		Quarterly		\$302.00		Semi-annual		\$0.00
Santa Clara Valley MC Bldg 6185 Elmwood Programs		Quarterly			\$0.00	Quarterly	\$0.00	\$1,057.00	Quarterly	DEC	MAR_JUN_SEP	\$264.25	Quarterly	\$1,057.00		Quarterly		Quarterly		Quarterly		\$1,057.00		Semi-annual		\$0.00
Santa Clara Valley MC Bldg 6186		Quarterly			\$0.00	Quarterly	\$0.00	\$1,208.00	Quarterly	DEC	MAR_JUN_SEP	\$302.00	Quarterly	\$1,208.00		Quarterly		Quarterly		Quarterly		\$1,208.00		Semi-annual		\$0.00
Santa Clara Valley MC Bldg #6188 Elmwood - W2		Quarterly			\$0.00	Quarterly	\$0.00	\$453.00	Quarterly	DEC	MAR_JUN_SEP	\$113.25	Quarterly	\$453.00		Quarterly		Quarterly		Quarterly		\$453.00		Semi-annual		\$0.00
Santa Clara Valley MC Bldg #6189 Elmwood - W3		Quarterly			\$0.00	Quarterly	\$0.00	\$755.00	Quarterly	DEC	MAR_JUN_SEP	\$188.75	Quarterly	\$755.00		Quarterly		Quarterly		Quarterly		\$755.00		Semi-annual		\$0.00
Santa Clara Valley MC Bldg #6191 Elmwood - M4		Quarterly			\$0.00	Quarterly	\$0.00	\$1,359.00	Quarterly	DEC	MAR_JUN_SEP	\$339.75	Quarterly	\$1,359.00		Quarterly		Quarterly		Quarterly		\$1,359.00		Semi-annual		\$0.00
Santa Clara Valley MC Bldg #6192 Elmwood - M5		Quarterly			\$0.00	Quarterly	\$0.00	\$755.00	Quarterly	DEC	MAR_JUN_SEP	\$188.75	Quarterly	\$755.00		Quarterly		Quarterly		Quarterly		\$755.00		Semi-annual		\$0.00
Bldg #6193 Elmwood - Admin Bldg		Quarterly			\$0.00	Quarterly	\$0.00	\$906.00	Quarterly	DEC	MAR_JUN_SEP	\$226.50	Quarterly	\$906.00		Quarterly		Quarterly		Quarterly		\$906.00		Semi-annual		\$0.00
Santa Clara Valley MC Bldg 6196 Elmwood M1		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly			Quarterly		Quarterly		Quarterly		\$0.00		Semi-annual		\$0.00
Building 2226 - SCC Valley Health Care at Milpitas		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly		Quarterly		Quarterly		\$0.00		Semi-annual		\$0.00
Building 2227 - SCC Valley Health Care Parking		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly		Quarterly		Quarterly		\$0.00		Semi-annual		\$0.00
Building 2417 - SCC Valley Health Center Garage		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly		Quarterly		Quarterly		\$0.00		Semi-annual		\$0.00
Building 0142 - SCVHHS PH and OES		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly		Quarterly		Quarterly		\$0.00		Semi-annual		\$0.00
Building 0303 - SCC Downtown San Jose Clinic		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly		Quarterly		Quarterly		\$0.00		Semi-annual		\$0.00
Building 0183 - Old City Hall - Re-Entry Resource Center		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly		Quarterly		Quarterly		\$0.00		Semi-annual		\$0.00
Building 1325 - House on the Hill		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly		Quarterly		Quarterly		\$0.00		Semi-annual		\$0.00
Building 1403 Silver Creek Bldg C		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly		Quarterly		Quarterly		\$0.00		Semi-annual		\$0.00
Building 1404 Silver Creek Bldg D		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly		Quarterly		Quarterly		\$0.00		Semi-annual		\$0.00
Building 1405 Silver Creek Bldg E		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly		Quarterly		Quarterly		\$0.00		Semi-annual		\$0.00
Building 1511 110 West Tazman		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly		Quarterly		Quarterly		\$0.00		Semi-annual		\$0.00
Building 1513 130 West Tazman		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly		Quarterly		Quarterly		\$0.00		Semi-annual		\$0.00
Building 1515 150 West Tazman		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly		Quarterly		Quarterly		\$0.00		Semi-annual		\$0.00
Building 4926 Gateway Hall		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly		Quarterly		Quarterly		\$0.00		Semi-annual		\$0.00
Building 1518 180 West Tazman		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly		Quarterly		Quarterly		\$0.00		Semi-annual		\$0.00
Building 1134 - Lundy		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly		Quarterly		Quarterly		\$0.00		Semi-annual		\$0.00
Building 0130 - DORTAX COLLECTOR/COUNTY COUNSEL		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly		Quarterly		Quarterly		\$0.00		Semi-annual		\$0.00
Building 0611 - Bascom OSC Outpatient Surgery Cntr		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly		Quarterly		Quarterly		\$0.00		Semi-annual		\$0.00
Building3020-MorganHillJusticeAgencyBuilding		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly		Quarterly		Quarterly		\$0.00		Semi-annual		\$0.00
Building 0308 - New Downtown Clinic		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly		Quarterly		Quarterly		\$0.00		Semi-annual		\$0.00
Building 1701 & 1702 - De Paul Health Center		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly		Quarterly		Quarterly		\$0.00		Semi-annual		\$0.00
Building 1707 - St Louise Regional Hospital		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly		Quarterly		Quarterly		\$0.00		Semi-annual		\$0.00
Building 1401 Silver Creek Bldg A		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly		Quarterly		Quarterly		\$0.00		Semi-annual		\$0.00
Building 1402 Silver Creek Bldg B		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly		Quarterly		Quarterly		\$0.00		Semi-annual		\$0.00
Building 4904 Fairgrounds Warehouse Annex 2 & 1		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly		Quarterly		Quarterly		\$0.00		Semi-annual		\$0.00
Bldg 4940 - Fairgrounds OTB - Off Track Betting		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly		Quarterly		Quarterly		\$0.00		Semi-annual		\$0.00
Building 3128 - Animal Services		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly		Quarterly		Quarterly		\$0.00		Semi-annual		\$0.00
Bldg 1322 - Muriel Wright Doms		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly		Quarterly		Quarterly		\$0.00		Semi-annual		\$0.00
Bldg 1334 - Muriel Wright Program		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly		Quarterly		Quarterly		\$0.00		Semi-annual		\$0.00

Site Name	Billing Frequency in Arriba (Billing will be a quarter of the amount in column H per invoice)	Annual Total of Inspection \$	Flow & Tamper Inspection Cost	Flow & Tamper Inspection Frequency	Annual Flow & Tamper Inspection Month	Semi-Annual Inspection Months	Price Per Invoice for Arriba	Billing Frequency in Arriba (Billing will be a quarter of the amount in column H per invoice)	Annual Total of Inspection \$	Fire Pump Inspection Cost	Fire Pump Inspection Frequency	Annual Fire Pump Inspection Month	Monthly Fire Pump Inspection Month	Price Per Invoice for Arriba	Billing Frequency in Arriba (Billing will be a quarter of the amount in column H per invoice)	Annual Total of Inspection \$	Fire Hydrant Inspection Cost	Fire Hydrant Inspection Frequency	Annual Fire Hydrant Inspection Month	Price Per Invoice for Arriba
Bldg #6171 Elmwood - M3	Semi-annual	\$0.00		Semi-Annual			\$0.00	Semi-Annual	\$0.00					\$0.00	Annual	\$0.00		Annual		\$0.00
Santa Clara Valley MC Bldg 6180 Elmwood - W4	Semi-annual	\$0.00		Semi-Annual			\$0.00	Semi-Annual	\$0.00					\$0.00	Annual	\$0.00		Annual		\$0.00
Santa Clara Valley MC Bldg 6184 Elmwood-West Gate	Semi-annual	\$0.00		Semi-Annual			\$0.00	Semi-Annual	\$0.00					\$0.00	Annual	\$0.00		Annual		\$0.00
Santa Clara Valley MC Bldg 6185 Elmwood Programs	Semi-annual	\$0.00		Semi-Annual			\$0.00	Semi-Annual	\$0.00					\$0.00	Annual	\$0.00		Annual		\$0.00
Santa Clara Valley MC Bldg 6186	Semi-annual	\$0.00		Semi-Annual			\$0.00	Semi-Annual	\$0.00					\$0.00	Annual	\$0.00		Annual		\$0.00
Santa Clara Valley MC Bldg #6188 Elmwood - W2	Semi-annual	\$0.00		Semi-Annual			\$0.00	Semi-Annual	\$0.00					\$0.00	Annual	\$0.00		Annual		\$0.00
Santa Clara Valley MC Bldg #6189 Elmwood - W3	Semi-annual	\$0.00		Semi-Annual			\$0.00	Semi-Annual	\$0.00					\$0.00	Annual	\$0.00		Annual		\$0.00
Santa Clara Valley MC Bldg #6191 Elmwood - M4	Semi-annual	\$0.00		Semi-Annual			\$0.00	Semi-Annual	\$0.00					\$0.00	Annual	\$0.00		Annual		\$0.00
Santa Clara Valley MC Bldg #6192 Elmwood - M5	Semi-annual	\$0.00		Semi-Annual			\$0.00	Semi-Annual	\$0.00					\$0.00	Annual	\$0.00		Annual		\$0.00
Bldg #6193 Elmwood - Admin Bldg	Semi-annual	\$0.00		Semi-Annual			\$0.00	Semi-Annual	\$0.00					\$0.00	Annual	\$0.00		Annual		\$0.00
Santa Clara Valley MC Bldg 6196 Elmwood M1	Semi-annual	\$0.00		Semi-Annual			\$0.00	Semi-Annual	\$0.00					\$0.00	Annual	\$0.00		Annual		\$0.00
Building 2226 - SCC Valley Health Care at Milpitas	Semi-annual	\$0.00	2,760.00	Semi-Annual	JUN	DEC	\$1,380.00	Semi-Annual	\$2,760.00					\$0.00	Annual	\$0.00	\$940.00	Annual	JUN	\$940.00
Building 2227 - SCC Valley Health Care Parking	Semi-annual	\$0.00		Semi-Annual			\$0.00	Semi-Annual	\$0.00					\$0.00	Annual	\$0.00	\$470.00	Annual	FEB	\$470.00
Building 2417 - SCC Valley Health Center Garage	Semi-annual	\$0.00		Semi-Annual			\$0.00	Semi-Annual	\$0.00					\$0.00	Annual	\$0.00		Annual		\$0.00
Building 0142 - SCVHHS PH and OES	Semi-annual	\$0.00		Semi-Annual			\$0.00	Semi-Annual	\$0.00					\$0.00	Annual	\$0.00		Annual		\$0.00
Building 0303 - SCC Downtown San Jose Clinic	Semi-annual	\$0.00	2,312.00	Semi-Annual	JAN	JUL	\$1,156.00	Semi-Annual	\$2,312.00					\$0.00	Annual	\$0.00		Annual		\$0.00
Building 0183 - Old City Hall - Re-Entry Resource Center	Semi-annual	\$0.00		Semi-Annual			\$0.00	Semi-Annual	\$0.00					\$0.00	Annual	\$0.00		Annual		\$0.00
Building 1325 - House on the Hill	Semi-annual	\$0.00		Semi-Annual			\$0.00	Semi-Annual	\$0.00					\$0.00	Annual	\$0.00	\$470.00	Annual	MAY	\$470.00
Building 1403 Silver Creek Bldg C	Semi-annual	\$0.00		Semi-Annual			\$0.00	Semi-Annual	\$0.00					\$0.00	Annual	\$0.00		Annual		\$0.00
Building 1404 Silver Creek Bldg D	Semi-annual	\$0.00		Semi-Annual			\$0.00	Semi-Annual	\$0.00					\$0.00	Annual	\$0.00		Annual		\$0.00
Building 1405 Silver Creek Bldg E	Semi-annual	\$0.00		Semi-Annual			\$0.00	Semi-Annual	\$0.00					\$0.00	Annual	\$0.00		Annual		\$0.00
Building 1511 110 West Tazman	Semi-annual	\$0.00		Semi-Annual			\$0.00	Semi-Annual	\$0.00					\$0.00	Annual	\$0.00		Annual		\$0.00
Building 1513 130 West Tazman	Semi-annual	\$0.00		Semi-Annual			\$0.00	Semi-Annual	\$0.00					\$0.00	Annual	\$0.00		Annual		\$0.00
Building 1515 150 West Tazman	Semi-annual	\$0.00		Semi-Annual			\$0.00	Semi-Annual	\$0.00					\$0.00	Annual	\$0.00		Annual		\$0.00
Building 4926 Gateway Hall	Semi-annual	\$0.00		Semi-Annual			\$0.00	Semi-Annual	\$0.00					\$0.00	Annual	\$0.00		Annual		\$0.00
Building 1518 180 West Tazman	Semi-annual	\$0.00		Semi-Annual			\$0.00	Semi-Annual	\$0.00					\$0.00	Annual	\$0.00		Annual		\$0.00
Building 1134 - Lundy	Semi-annual	\$0.00		Semi-Annual			\$0.00	Semi-Annual	\$0.00					\$0.00	Annual	\$0.00		Annual		\$0.00
Building 0130 - DORTAX COLLECTOR/COUNTY COUNSEL	Semi-annual	\$0.00		Semi-Annual	NOV	MAY	\$1,156.00	Semi-Annual	\$2,312.00					\$0.00	Annual	\$0.00		Annual		\$0.00
Building 0611 - Bascom OSC Outpatient Surgery Cntr	Semi-annual	\$0.00		Semi-Annual			\$0.00	Semi-Annual	\$0.00					\$0.00	Annual	\$0.00	\$1,410.00	Annual	NOV	\$1,410.00
Building3020-MorganHillJusticeAgencyBuilding	Semi-annual	\$0.00		Semi-Annual	March	SEP	\$1,470.00	Semi-Annual	\$2,940.00					\$0.00	Annual	\$0.00	\$940.00	Annual	JUN	\$940.00
Building 0308 - New Downtown Clinic	Semi-annual	\$0.00	2,940.00	Semi-Annual	March	SEP	\$2,052.00	Semi-Annual	\$4,104.00					\$0.00	Annual	\$0.00		Annual		\$0.00
Building 1701 & 1702 - De Paul Health Center	Semi-annual	\$0.00	\$4,104.00	Semi-Annual	Sept	Mar	\$2,052.00	Semi-Annual	\$4,104.00					\$0.00	Annual	\$0.00		Annual		\$0.00
Building 1707 - St Louise Regional Hospital	Semi-annual	\$0.00	\$3,836.00	Semi-Annual	Sept	Mar	\$1,918.00	Semi-Annual	\$3,836.00					\$0.00	Annual	\$0.00		Annual		\$0.00
Building 1401 Silver Creek Bldg A	Semi-annual	\$0.00		Semi-Annual			\$0.00	Semi-Annual	\$0.00					\$0.00	Annual	\$0.00		Annual		\$0.00
Building 1402 Silver Creek Bldg B	Semi-annual	\$0.00		Semi-Annual			\$0.00	Semi-Annual	\$0.00					\$0.00	Annual	\$0.00		Annual		\$0.00
Building 4904 Fairgrounds Warehouse Annex 2 & 1	Semi-annual	\$0.00		Semi-Annual			\$0.00	Semi-Annual	\$0.00					\$0.00	Annual	\$0.00	\$2,351.00	Annual	OCT	\$2,351.00
Bldg 4940 - Fairgrounds OTB - Off Track Betting	Semi-annual	\$0.00		Semi-Annual			\$0.00	Semi-Annual	\$0.00					\$0.00	Annual	\$0.00		Annual		\$0.00
Building 3128 - Animal Services	Semi-annual	\$0.00		Semi-Annual			\$0.00	Semi-Annual	\$0.00					\$0.00	Annual	\$0.00		Annual		\$0.00
Bldg 1322 - Muriel Wright Doms	Semi-annual	\$0.00		Semi-Annual			\$0.00	Semi-Annual	\$0.00					\$0.00	Annual	\$0.00		Annual		\$0.00
Bldg 1334 - Muriel Wright Program	Semi-annual	\$0.00		Semi-Annual			\$0.00	Semi-Annual	\$0.00					\$0.00	Annual	\$0.00		Annual		\$0.00

Site Name	Billing Frequency in Arba (Billing will be done as BAMA - this will be a annual in column BD per invoice)	Annual Total of Inspection \$	Per Building Total Cost
Bldg #6171 Elmwood - M3	Annual	\$0.00	\$1,646.10
Santa Clara Valley MC Bldg 6180 Elmwood - W4	Annual	\$0.00	\$94,364.43
Santa Clara Valley MC Bldg 6184 Elmwood-West Gate	Annual	\$0.00	\$3,978.60
Santa Clara Valley MC Bldg 6185 Elmwood Programs	Annual	\$0.00	\$9,169.70
Santa Clara Valley MC Bldg 6186	Annual	\$0.00	\$11,538.75
Santa Clara Valley MC Bldg #6188 Elmwood - W2	Annual	\$0.00	\$10,193.20
Santa Clara Valley MC Bldg #6189 Elmwood - W3	Annual	\$0.00	\$5,910.30
Santa Clara Valley MC Bldg #6191 Elmwood - M4	Annual	\$0.00	\$11,396.80
Santa Clara Valley MC Bldg #6192 Elmwood - M5	Annual	\$0.00	\$11,396.80
Bldg #6193 Elmwood - Admin Bldg	Annual	\$0.00	\$8,128.15
Santa Clara Valley MC Bldg 6196 Elmwood M1	Annual	\$0.00	\$9,282.98
Building 2226 - SCC Valley Health Care at Milpitas	Annual	\$940.00	\$6,782.18
Building 2227 - SCC Valley Health Care Parking	Annual	\$470.00	\$4,875.10
Building 2417 - SCC Valley Health Center Garage	Annual	\$0.00	\$5,438.18
Building 0142 - SCVHHS PH and OES	Annual	\$0.00	\$2,385.45
Building 0303 - SCC Downtown San Jose Clinic	Annual	\$0.00	\$3,958.10
Building 0183 - Old City Hall - Re-Entry Resource Center	Annual	\$0.00	\$4,115.25
Building 1325 - House on the Hill	Annual	\$470.00	\$2,116.10
Building 1403 Silver Creek Bldg C	Annual	\$0.00	\$2,530.38
Building 1404 Silver Creek Bldg D	Annual	\$0.00	\$4,443.85
Building 1405 Silver Creek Bldg E	Annual	\$0.00	\$4,443.85
Building 1511 110 West Tazman	Annual	\$0.00	\$2,530.38
Building 1513 130 West Tazman	Annual	\$0.00	\$1,791.03
Building 1515 150 West Tazman	Annual	\$0.00	\$1,791.03
Building 4926 Gateway Hall	Annual	\$0.00	\$1,646.10
Building 1518 180 West Tazman	Annual	\$0.00	\$1,791.03
Building 1134 - Lundy	Annual	\$0.00	\$1,646.10
Building 0130 - DORTAX COLLECTOR/COUNTY COUNSEL	Annual	\$0.00	\$2,080.88
Building 0611 - Bascom OSC Outpatient Surgery Cntr	Annual	\$0.00	\$3,958.10
Building3020-MorganHillJusticeAgencyBuilding	Annual	\$1,410.00	\$3,056.10
Building 0308 - New Downtown Clinic	Annual	\$940.00	\$7,874.35
Building 1701 & 1702 - De Paul Health Center	Annual	\$0.00	\$4,104.00
Building 1707 - St Louise Regional Hospital	Annual	\$0.00	\$3,836.00
Building 1401 Silver Creek Bldg A	Annual	\$0.00	\$2,385.45
Building 1402 Silver Creek Bldg B	Annual	\$0.00	\$2,385.45
Building 4904 Fairgrounds Warehouse Annex 2 & 1	Annual	\$2,351.00	\$3,997.10
Bldg 4940 - Fairgrounds OTB - Off Track Betting	Annual	\$0.00	\$1,646.10
Building 3128 - Animal Services	Annual	\$0.00	\$3,234.85
Bldg 1322 - Muriel Wright Dorns	Annual	\$0.00	\$1,646.10
Bldg 1334 - Muriel Wright Program	Annual	\$0.00	\$1,646.10

ACE Customer #	Site Name	Address	City	Sprinkler Inspection Cost	Sprinkler Inspection Frequency	Annual Sprinkler Inspection Month	Quarterly Inspection Months	Price Per Invoice for **Arriba	Billing Frequency in Arriba (Billing will be done as BAMA - this will be a quarterly of the amounting in column H per invoice)	Annual Total of Inspection \$	Standpipe Inspection Cost	Standpipe Inspection Frequency	Annual Standpipe Inspection Month	Quarterly Inspection Months	Price Per Invoice for **Arriba	Billing Frequency in Arriba (Billing will be done as BAMA - this will be a quarterly of the amounting in column H per invoice)	Annual Total of Inspection \$
4339551	Bldg 2420 - Hamlin Warehouse-Winter Shelter	999 Hamlin Ct.	Sunnyvale	\$1,646.10	Quarterly	JUN	MAR_SEP_DEC	\$411.53	Quarterly	\$1,646.10		Quarterly			\$0.00	Quarterly	\$0.00
4339473	Bldg 5100 James Ranch Campus	19050 Malaguerra Ave	Morgan Hill		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00
4340477	Bldg 5128 - JR Boys Dorm	19050 Malaguerra Ave	Morgan Hill	\$1,646.10	Quarterly	JUN	MAR_SEP_DEC	\$411.53	Quarterly	\$1,646.10		Quarterly			\$0.00	Quarterly	\$0.00
4339505	Bldg 6008 N	777 Turner Dr	San Jose		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00
2592718	Bldg 6011 A Sabaratto Pavillion	751 S Bascom	San Jose		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00
4342544	Bldg 4905 Fairgrounds-Expo Hall	344 Tully Road	San Jose	\$2,385.45	Quarterly	OCT	JAN_APR_JUL	\$596.36	Quarterly	2,385.45		Quarterly			\$0.00	Quarterly	\$0.00
4342543	Bldg 4900 Fairgrounds Campus	344 Tully Road	San Jose		Quarterly			\$0.00	Quarterly	0.00		Quarterly			\$0.00	Quarterly	\$0.00
4343474	Building 5133 - James Ranch - Dining Room and Kitchen	19050 Malaguerra Ave	Morgan Hill	\$1,646.10	Quarterly	NOV	FEB_MAY_AUG	\$411.53	Quarterly	1,646.10		Quarterly			\$0.00	Quarterly	\$0.00
4343465	Building 5101 - James Ranch - Administration	19050 Malaguerra Ave	Morgan Hill	\$1,646.10	Quarterly	NOV	FEB_MAY_AUG	\$411.53	Quarterly	1,646.10		Quarterly			\$0.00	Quarterly	\$0.00
4343502	Building 5132 - James Ranch - Gym	19050 Malaguerra Ave	Morgan Hill	\$1,646.10	Quarterly	NOV	FEB_MAY_AUG	\$411.53	Quarterly	1,646.10		Quarterly			\$0.00	Quarterly	\$0.00
4343501	Building 5130 - James Ranch Dorm & Laundry	19050 Malaguerra Ave	Morgan Hill	\$1,646.10	Quarterly	NOV	FEB_MAY_AUG	\$411.53	Quarterly	1,646.10		Quarterly			\$0.00	Quarterly	\$0.00
4343505	Building 5131 - James Ranch Admissions Building	19050 Malaguerra Ave	Morgan Hill	\$1,646.10	Quarterly	NOV	FEB_MAY_AUG	\$411.53	Quarterly	1,646.10		Quarterly			\$0.00	Quarterly	\$0.00
4401460	Building 1341 Mariposa Bldg A	9500 Malech Road	San Jose		Quarterly	MAR	JUN_SEP_DEC	\$411.53	Quarterly	1,646.10		Quarterly			\$0.00	Quarterly	\$0.00
4401461	Building 1342 Mariposa Bldg B	9500 Malech Road	San Jose	\$1,646.10	Quarterly	MAR	JUN_SEP_DEC	\$411.53	Quarterly	1,646.10		Quarterly			\$0.00	Quarterly	\$0.00
4401447	Building 1343 Mariposa Bldg C	9500 Malech Road	San Jose	\$1,646.10	Quarterly	MAR	JUN_SEP_DEC	\$411.53	Quarterly	1,646.10		Quarterly			\$0.00	Quarterly	\$0.00
4401448	Building 1344 Mariposa Bldg D	9500 Malech Road	San Jose	\$1,646.10	Quarterly	MAR	JUN_SEP_DEC	\$411.53	Quarterly	1,646.10		Quarterly			\$0.00	Quarterly	\$0.00
4401449	Building 1347 Mariposa Lodge Admin Bldg	9501 Malech Road	San Jose	\$1,646.10	Quarterly	MAR	JUN_SEP_DEC	\$411.53	Quarterly	1,646.10		Quarterly			\$0.00	Quarterly	\$0.00
4401517	Building 1365 Malech Pump House	9501 Malech Road	San Jose	\$1,646.10	Quarterly	OCT	JAN_APR_JUL	\$411.53	Quarterly	1,646.10		Quarterly			\$0.00	Quarterly	\$0.00
4401450	Building 1400 Silver Creek Campus	5710 Fontanoso Way	San Jose		Quarterly			\$0.00	Quarterly	0.00		Quarterly			\$0.00	Quarterly	\$0.00
4401521	Building 1500 Champion Point Campus	1110 W Tazman Dr	San Jose		Quarterly			\$0.00	Quarterly	0.00		Quarterly			\$0.00	Quarterly	\$0.00
2374441	Building 3140 - Fuel & Maint.	13550 Diessner Ave	San Martin	\$2,493.95	Quarterly	JUN	MAR_SEP_DEC	\$623.49	Quarterly	2,493.95		Quarterly			\$0.00	Quarterly	\$0.00
2766465	Santa Clara County Fair 4925 Pavillion Hall	344 Tully Road	San Jose	\$1,646.10	Quarterly	OCT	JAN_APR_JUL	\$411.53	Quarterly	1,646.10		Quarterly			\$0.00	Quarterly	\$0.00
4401451	Building 5218 James Ranch Modular Dorm F & G	19050 Malaguerra Ave	Morgan Hill	\$1,646.10	Quarterly	NOV	FEB_MAY_AUG	\$411.53	Quarterly	1,646.10		Quarterly			\$0.00	Quarterly	\$0.00
4401452	Building 5600 County Service Center Campus	1555 Berger Drive	San Jose		Quarterly			\$0.00	Quarterly	0.00		Quarterly			\$0.00	Quarterly	\$0.00
4401453	Building 6100 Elmwood Campus	701 S Abel Street	Milpitas		Quarterly			\$0.00	Quarterly	0.00		Quarterly			\$0.00	Quarterly	\$0.00

Total	\$318,356.87
Total	\$42,747.46

Site Name	Preaction Inspection Cost	Preaction Inspection Frequency	Annual Preaction Month	Quarterly Inspection Months	Price Per Invoice for "Arba	Billing Frequency in "Arba (Billing will be a quarterly of the amounting in column H per invoice)	Annual Total of Inspection \$	Fire Hoses Inspection Cost	Fire Hose Inspection Frequency	Annual Fire Hose Inspection Month	Quarterly Inspection Months	Price Per Invoice for "Arba	Billing Frequency in "Arba (Billing will be a quarterly of the amounting in column H per invoice)	Annual Total of Inspection \$	Fm200 Inspection Cost	Fm200 Inspection Frequency	Annual Fm200 Inspection Month	Semi-annual Inspection Months	Price Per Invoice for "Arba
Bldg 2420 - Hamlin Warehouse-Winter Shelter		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Semi-annual			\$0.00
Bldg 5100 James Ranch Campus		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Semi-annual			\$0.00
Bldg 5128 - JR Boys Dorm		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Semi-annual			\$0.00
Bldg 6008 N		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Semi-annual			\$0.00
Bldg 6011 A Scharatto Pavilion		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Semi-annual			\$0.00
Bldg 4905 Fairgrounds-Expo Hall		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Semi-annual			\$0.00
Bldg 4900 Fairgrounds Campus		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Semi-annual			\$0.00
Building 5133 - James Ranch - Dining Room and Kitchen		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Semi-annual			\$0.00
Building 5101 - James Ranch - Administration		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Semi-annual			\$0.00
Building 5132 - James Ranch - Gym		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Semi-annual			\$0.00
Building 5130 - James Ranch Dorm & Laundry		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Semi-annual			\$0.00
Building 5131 - James Ranch Admissions Building		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Semi-annual			\$0.00
Building 1341 Mariposa Bldg A		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Semi-annual			\$0.00
Building 1342 Mariposa Bldg B		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Semi-annual			\$0.00
Building 1343 Mariposa Bldg C		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Semi-annual			\$0.00
Building 1344 Mariposa Bldg D		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Semi-annual			\$0.00
Building 1347 Mariposa Lodge Admin Bldg		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Semi-annual			\$0.00
Building 1365 Malech Pump House		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Semi-annual			\$0.00
Building 1400 Silver Creek Campus		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Semi-annual			\$0.00
Building 1500 Champion Point Campus		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Semi-annual			\$0.00
Building 3140 - Fuel & Maint.		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Semi-annual			\$0.00
Santa Clara County Fair 4925 Pavilion Hall		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Semi-annual			\$0.00
Building 5218 James Ranch Modular Dorm F & G		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Semi-annual			\$0.00
Building 5600 County Service Center Campus		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Semi-annual			\$0.00
Building 6100 Elmwood Campus		Quarterly			\$0.00	Quarterly	\$0.00		Quarterly			\$0.00	Quarterly	\$0.00		Semi-annual			\$0.00

Total \$50,078.00

Total \$21,680.00

Site Name	Billing Frequency in Arriba (Billing will be done as BAMA - this will be a quarterly of the amounting in column H per invoice)	Annual Total of Inspection \$	Flow & Tamper Inspection Cost	Flow & Tamper Inspection Frequency	Annual Flow & Tamper Inspection Month	Semi-annual Inspection Months	Price Per Invoice for Arriba	Billing Frequency in Arriba (Billing will be done as BAMA - this will be a quarterly of the amounting in column H per invoice)	Annual Total of Inspection \$	Fire Pump Inspection Cost	Fire Pump Inspection Frequency	Annual Fire Pump Inspection Month	Monthly Fire Pump Inspection Month	Price Per Invoice for Arriba	Billing Frequency in Arriba (Billing will be done as BAMA - this will be a quarterly of the amounting in column H per invoice)	Annual Total of Inspection \$	Fire Hydrant Inspection Cost	Fire Hydrant Inspection Frequency	Annual Fire Hydrant Inspection Month	Price Per Invoice for Arriba
Bldg 2420 - Hamlin Warehouse-Winter Shelter	Semi-annual	\$0.00		Semi-Annual			\$0.00	Semi-Annual	\$0.00					\$0.00		\$0.00		Annual	JUN	\$0.00
Bldg 5100 James Ranch Campus	Semi-annual	\$0.00		Semi-Annual			\$0.00	Semi-Annual	\$0.00					\$0.00		\$0.00	\$2,351.00	Annual		\$2,351.00
Bldg 5128 - JR Boys Dorm	Semi-annual	\$0.00		Semi-Annual			\$0.00	Semi-Annual	\$0.00					\$0.00		\$0.00		Annual		\$0.00
Bldg 6008 N	Semi-annual	\$0.00	\$7,252.00	Semi-Annual	Sept	Mar	\$3,626.00	Semi-Annual	\$7,722.00					\$0.00		\$0.00		Annual		\$0.00
Bldg 6011 A Sahratto Pavilion	Semi-annual	\$0.00	\$7,722.00	Semi-Annual	Sept	Mar	\$3,861.00	Semi-Annual	\$7,722.00					\$0.00		\$0.00		Annual		\$0.00
Bldg 4905 Fairgrounds-Expo Hall	Semi-annual	\$0.00		Semi-Annual			\$0.00	Semi-Annual	\$0.00					\$0.00		\$0.00		Annual		\$0.00
Bldg 4900 Fairgrounds Campus	Semi-annual	\$0.00		Semi-Annual			\$0.00	Semi-Annual	\$0.00					\$0.00		\$0.00	\$2,351.00	Annual	OCT	\$2,351.00
Building 5133 - James Ranch - Dining Room and Kitchen	Semi-annual	\$0.00		Semi-Annual			\$0.00	Semi-Annual	\$0.00					\$0.00		\$0.00		Annual		\$0.00
Building 5101 - James Ranch - Administration	Semi-annual	\$0.00		Semi-Annual			\$0.00	Semi-Annual	\$0.00					\$0.00		\$0.00		Annual		\$0.00
Building 5132 - James Ranch - Gym	Semi-annual	\$0.00		Semi-Annual			\$0.00	Semi-Annual	\$0.00					\$0.00		\$0.00		Annual		\$0.00
Building 5130 - James Ranch Dorm & Laundry	Semi-annual	\$0.00		Semi-Annual			\$0.00	Semi-Annual	\$0.00					\$0.00		\$0.00		Annual		\$0.00
Building 5131 - James Ranch Admissions Building	Semi-annual	\$0.00		Semi-Annual			\$0.00	Semi-Annual	\$0.00					\$0.00		\$0.00		Annual		\$0.00
Building 1341 Mariposa Bldg A	Semi-annual	\$0.00		Semi-Annual			\$0.00	Semi-Annual	\$0.00					\$0.00		\$0.00		Annual		\$0.00
Building 1342 Mariposa Bldg B	Semi-annual	\$0.00		Semi-Annual			\$0.00	Semi-Annual	\$0.00					\$0.00		\$0.00		Annual		\$0.00
Building 1343 Mariposa Bldg C	Semi-annual	\$0.00		Semi-Annual			\$0.00	Semi-Annual	\$0.00					\$0.00		\$0.00		Annual		\$0.00
Building 1344 Mariposa Bldg D	Semi-annual	\$0.00		Semi-Annual			\$0.00	Semi-Annual	\$0.00					\$0.00		\$0.00		Annual		\$0.00
Building 1347 Mariposa Lodge Admin Bldg	Semi-annual	\$0.00		Semi-Annual			\$0.00	Semi-Annual	\$0.00					\$0.00		\$0.00		Annual		\$0.00
Building 1365 Malech Pump House	Semi-annual	\$0.00		Semi-Annual			\$0.00	Semi-Annual	\$0.00					\$0.00		\$0.00		Annual		\$0.00
Building 1400 Silver Creek Campus	Semi-annual	\$0.00		Semi-Annual			\$0.00	Semi-Annual	\$0.00					\$0.00		\$0.00	\$4,702.00	Annual	SEP	\$4,702.00
Building 1500 Champlon Point Campus	Semi-annual	\$0.00		Semi-Annual			\$0.00	Semi-Annual	\$0.00					\$0.00		\$0.00	\$5,643.00	Annual	AUG	\$5,643.00
Building 3140 - Fuel & Maint.	Semi-annual	\$0.00		Semi-Annual			\$0.00	Semi-Annual	\$0.00					\$0.00		\$0.00		Annual		\$0.00
Santa Clara County Fair 4925 Pavilion Hall	Semi-annual	\$0.00		Semi-Annual			\$0.00	Semi-Annual	\$0.00					\$0.00		\$0.00		Annual		\$0.00
Building 5218 James Ranch Modular Dorm F & G	Semi-annual	\$0.00		Semi-Annual			\$0.00	Semi-Annual	\$0.00					\$0.00		\$0.00		Annual		\$0.00
Building 5600 County Service Center Campus	Semi-annual	\$0.00		Semi-Annual			\$0.00	Semi-Annual	\$0.00					\$0.00		\$0.00	\$2,821.00	Annual	JUL	\$2,821.00
Building 6100 Elmwood Campus	Semi-annual	\$0.00		Semi-Annual			\$0.00	Semi-Annual	\$0.00					\$0.00		\$0.00	\$13,637.00	Annual	DEC	\$13,637.00

Total \$83,577.00

Total \$161,892.00

Total \$317,700.00

Site Name	Billing Frequency in Arba (Billing will be done a annual of the invoice)	Annual Total of Inspection \$	Per Building Total Cost
Bldg 2420 - Hamlin Warehouse-Winter Shelter	Annual	\$0.00	\$1,646.10
Bldg 5100 James Ranch Campus	Annual	\$2,351.00	\$2,351.00
Bldg 5128 - JR Boys Dorm	Annual	\$0.00	\$1,646.10
Bldg 6008 N	Annual	\$0.00	\$7,252.00
Bldg 6011 A Sahratto Pavilion	Annual	\$0.00	\$7,722.00
Bldg 4905 Fairgrounds-Expo Hall	Annual	\$0.00	\$2,385.45
Bldg 4900 Fairgrounds Campus	Annual	\$2,351.00	\$2,351.00
Building 5133 - James Ranch - Dining Room and Kitchen	Annual	\$0.00	\$1,646.10
Building 5101 - James Ranch - Administration	Annual	\$0.00	\$1,646.10
Building 5132 - James Ranch - Gym	Annual	\$0.00	\$1,646.10
Building 5130 - James Ranch Dorm & Laundry	Annual	\$0.00	\$1,646.10
Building 5131 - James Ranch Admissions Building	Annual	\$0.00	\$1,646.10
Building 1341 Mariposa Bldg A	Annual	\$0.00	\$1,646.10
Building 1342 Mariposa Bldg B	Annual	\$0.00	\$1,646.10
Building 1343 Mariposa Bldg C	Annual	\$0.00	\$1,646.10
Building 1344 Mariposa Bldg D	Annual	\$0.00	\$1,646.10
Building 1347 Mariposa Lodge Admin Bldg	Annual	\$0.00	\$1,646.10
Building 1365 Malech Pump House	Annual	\$0.00	\$110,630.10
Building 1400 Silver Creek Campus	Annual	\$4,702.00	\$4,702.00
Building 1500 Champion Point Campus	Annual	\$5,643.00	\$5,643.00
Building 3140 - Fuel & Maint.	Annual	\$0.00	\$2,493.95
Santa Clara County Faf 4925 Pavillion Hall	Annual	\$0.00	\$1,646.10
Building 5218 James Ranch Modular Dorm F & G	Annual	\$0.00	\$1,646.10
Building 5600 County Service Center Campus	Annual	\$2,821.00	\$2,821.00
Building 6100 Elmwood Campus	Annual	\$13,637.00	\$13,637.00

Total	\$58,301.00
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Sprinkler	
Year 1 Total	\$1,054,132.33
Year 2 Total	\$1,054,132.33

Grand Total	\$2,108,264.66
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ACE Customer #	Site Name	Address	City	Fire Alarm Inspection Cost - Includes Annual test of all FA Devices, also includes semi-annual inspection on waterflow, tamper, NAC & FACP.	Fire Alarm Inspection Frequency	Annual Fire Alarm Inspection Month	Semi-Annual Fire Alarm Inspection Month	Price Per Invoice for **Arba (yr 1&2)	Billing Frequency in **Arba (Billing will be billed as BAMA - this will be half of the amount in column H per Invoice)	Annual Total of Inspection \$ (Year 1 & Year 2)
1087177	Building 0101 - SCC Government Center East Wing	70 West Hedding Street	San Jose	\$14,932.00	Semi-Annual	August	February	\$7,466.00	Semi-Annual	\$14,932.00
2376687	Building 0102 - SCC Government Center West Wing	70 West Hedding Street	San Jose	\$14,589.00	Semi-Annual	August	February	\$7,294.50	Semi-Annual	\$14,589.00
2372824	Building 0109 - SCC New Crime Lab	250 West Hedding Street	San Jose	\$22,083.00	Semi-Annual	October	April	\$11,041.50	Semi-Annual	\$22,083.00
796748	Building 0114 - Main Jail North	150 West Hedding Street	San Jose	\$50,280.00	Semi-Annual	August	February	\$25,140.00	Semi-Annual	\$50,280.00
792995	Building 0121 - Civic Parking Garage	171 W. Hedding	San Jose	\$3,891.00	Semi-Annual	October	April	\$1,945.50	Semi-Annual	\$3,891.00
2566702	Building 0130 - DORITAX COLLECTOR/COUNTY COUNSEL	852 N. 1ST Street	San Jose	\$4,364.00	Semi-Annual	April	October	\$2,182.00	Semi-Annual	\$4,364.00
84633	Building 0141 - Fleet Maintenance Facility	2265 Junction	San Jose	\$2,632.00	Semi-Annual	October	April	\$1,316.00	Semi-Annual	\$2,632.00
2374455	Building 0142 - SCVHHS PH and OES	2730 Junction	San Jose	\$1,853.00	Semi-Annual	October	April	\$926.50	Semi-Annual	\$1,853.00
2374445	Building 0181 - Old City Hall	880 1st Street	San Jose	\$1,881.00	Semi-Annual	October	April	\$940.50	Semi-Annual	\$1,881.00
2779569	Building 0183 - Old City Hall - Re-Entry Resource Center	151 Mission Street	San Jose	\$1,823.00	Semi-Annual	November	May	\$911.50	Semi-Annual	\$1,823.00
2374452	Building 0303 - SCC Downtown San Jose Clinic	725 East Santa Clara St	San Jose	\$7,495.00	Semi-Annual	April	October	\$3,747.50	Semi-Annual	\$7,495.00
2372830	Building 0403 - Fleet Garage	90 West Younger	San Jose	\$1,913.00	Semi-Annual	January	July	\$956.50	Semi-Annual	\$1,913.00
793002	Building 0404 - SCC Sheriff's Office	55 West Younger Ave	San Jose	\$7,593.00	Semi-Annual	December	June	\$3,796.50	Semi-Annual	\$7,593.00
792998	Building 0406 - Fleet Management	950 North San Pedro	San Jose	\$1,231.00	Semi-Annual	January	July	\$615.50	Semi-Annual	\$1,231.00
2145766	Building 0500 - Women's Residential	2090 Evans Lane	San Jose	\$5,902.00	Semi-Annual	October	April	\$2,951.00	Semi-Annual	\$5,902.00
796714	Building 0501 - County Communication	2700 Carol	San Jose	\$5,896.00	Semi-Annual	November	May	\$2,948.00	Semi-Annual	\$5,896.00
2779571	Building 0611 - Bascom OSC - Outpatient Surgery Center	2450 South Bascom	Cupertino	\$1,158.00	Semi-Annual	November	May	\$579.00	Semi-Annual	\$1,158.00
2779573	Building 0701 - East Valley Medical Center	1993 McKee Road	San Jose	\$3,107.00	Semi-Annual	October	April	\$1,553.50	Semi-Annual	\$3,107.00
1289388	Building 0704 - East Valley Medical Clinic	1993 McKee Road	San Jose	\$1,829.00	Semi-Annual	October	April	\$914.50	Semi-Annual	\$1,829.00
2503264	Building 0707 - East Valley Medical Clinic	1993 McKee Road	San Jose	\$1,795.00	Semi-Annual	November	May	\$897.50	Semi-Annual	\$1,795.00
2372854	Building 0710 - East Valley Pavilion - Mental Health	101 Jose Figueres	San Jose	\$9,172.00	Semi-Annual	November	May	\$4,586.00	Semi-Annual	\$9,172.00
1078020	Building 0730 - Methadone Clinic Mexican	2101 Alexian Drive	San Jose	\$2,995.00	Semi-Annual	October	April	\$1,497.50	Semi-Annual	\$2,995.00
2372859	Building 0734 - East Valley Medical Clinic	1993 McKee Road	San Jose	\$7,190.00	Semi-Annual	October	April	\$3,595.00	Semi-Annual	\$7,190.00
2779574	Building 0916 - VHC Lenzen	9761 Lenzen Ave	San Jose	\$7,375.00	Semi-Annual	December	June	\$3,689.50	Semi-Annual	\$7,379.00
2779577	Building 0919 - Dept. of Education at Timpany Center	730 Empey Way	San Jose	\$4,007.00	Semi-Annual	December	June	\$2,003.50	Semi-Annual	\$4,007.00
796739	Building 0935 - SCC Medical Examiner/Coroner	850 Thornton Way	San Jose	\$3,034.00	Semi-Annual	September	March	\$1,517.00	Semi-Annual	\$3,034.00
1177412	Building 1161 - County Center at Charcot	2310 N. First Street	San Jose	\$13,611.00	Semi-Annual	November	May	\$6,805.50	Semi-Annual	\$13,611.00
1177415	Building 1162 - County Center at Charcot	2314 N. First Street	San Jose	\$13,145.00	Semi-Annual	November	May	\$6,572.50	Semi-Annual	\$13,145.00
247561	Building 1300 - Murielwright Campus	298 Bernal	San Jose	\$14,251.00	Semi-Annual	November	May	\$7,125.50	Semi-Annual	\$14,251.00
2779582	Building 1309 - Marposa Lodge	9600 Maltch Road	San Jose	\$6,783.00	Semi-Annual	September	March	\$3,391.50	Semi-Annual	\$6,783.00
2779583	Building 1325 - House on the Hill	9600 Maltch Road	San Jose	\$4,154.00	Semi-Annual	November	May	\$2,077.00	Semi-Annual	\$4,154.00
2379987	Building 1326 - House on the Hill Recovery Home	9505 Maltch Road	San Jose	\$4,695.00	Semi-Annual	November	May	\$2,347.50	Semi-Annual	\$4,695.00
2373998	Building 1327 - House on the Hill Admin	9505 Maltch Road	San Jose	\$2,612.00	Semi-Annual	November	May	\$1,306.00	Semi-Annual	\$2,612.00
2374453	Building 2226 - SCC Valley Health Care at Milpitas	143 North Main Street	Milpitas	\$14,474.00	Semi-Annual	June	December	\$7,237.00	Semi-Annual	\$14,474.00
2779584	Building 2227 - SCC Valley Health Care at Milpitas	93 North Main Street	Milpitas	\$2,645.00	Semi-Annual	June	December	\$1,322.50	Semi-Annual	\$2,645.00
2779586	Building 2415 - SCC Valley Health Care Center	560 South Fair Oaks Avenue	San Jose	\$12,110.00	Semi-Annual	July	January	\$6,055.00	Semi-Annual	\$12,110.00
2779587	Building 2417 - SCC Valley Health Center Garage	560 South Fair Oaks Avenue	San Jose	\$2,533.00	Semi-Annual	July	January	\$1,266.50	Semi-Annual	\$2,533.00
4339551	Blg 2420 - Hamlin Warehouse-Winter Shelter	999 Hamlin Ct	San Jose	\$2,443.00	Semi-Annual	June	December	\$1,221.50	Semi-Annual	\$2,443.00
2489797	Building 3020 - Morgan Hill Justice Agency Building	17275 Butterfield Blvd	Morgan Hill	\$2,212.00	Semi-Annual	December	June	\$1,106.00	Semi-Annual	\$2,212.00
2376350	Building 3101 - San Martin - AG, Animal Control & Sheriff's	80 West Highland	San Martin	\$3,985.00	Semi-Annual	December	June	\$1,992.50	Semi-Annual	\$3,985.00
796766	Building 3109 - VHC San Martin (Adult Clinic)	90 Highland Ave	San Martin	\$1,318.00	Semi-Annual	December	June	\$659.00	Semi-Annual	\$1,318.00
2374260	Building 3116 - VHC San Martin (Pediatrics)	90 Highland Ave	San Martin	\$1,610.00	Semi-Annual	December	June	\$805.00	Semi-Annual	\$1,610.00

Agreement CW2247529

Between County of Santa Clara and Johnson Controls Fire Protection LP

ACE Customer #	Site Name	Address	City	Fire Alarm Inspection Cost - Includes waterflow, tamper, NAC & FACP.	Fire Alarm Inspection Frequency	Annual Fire Alarm Inspection Month	Semi-Annual Fire Alarm Inspection Month	Price Per Invoice for ""Arba (yr 1&2)	Billing Frequency in ""Arba - this will be half of the amount in column H per invoice)	Annual Total of Inspection \$ (Year 1 & Year 2)
2374267	Building 3240 - SCC Valley Health Care at Gilroy	7475 Camino Arroyo	Gilroy	\$9,875.00	Semi-Annual	July	January	\$4,937.50	Semi-Annual	\$9,875.00
434646	Building 4504 - Vasona Park Admin Bldg	298 Garden Hill Drive	Los Gatos	\$1,808.00	Semi-Annual	October	April	\$904.00	Semi-Annual	\$1,808.00
2374674	Building 5080 - SCC Valley Health Care Franklin McKinley	500 Tully	San Jose	\$7,706.00	Semi-Annual	July	January	\$3,853.00	Semi-Annual	\$7,706.00
2566605	Building 5100 - SCC James Ranch	1905 Malaguerra Ave	Morgan Hill	\$7,665.00	Semi-Annual	December	June	\$3,832.50	Semi-Annual	\$7,665.00
2566606	Building 5200 - Holden Ranch (Campus)	1905 Malaguerra Ave	Morgan Hill	\$6,124.00	Semi-Annual	December	June	\$3,062.00	Semi-Annual	\$6,124.00
4392175	Building 5216 - Holden Ranch HR Trailer	1905 Malaguerra Ave	Morgan Hill	\$1,448.00	Semi-Annual	December	June	\$724.50	Semi-Annual	\$1,448.00
796716	Building 5601 - Berger Warehouse	1553 Berger Drive	San Jose	\$5,416.00	Semi-Annual	January	July	\$2,708.00	Semi-Annual	\$5,416.00
796717	Building 5602 - County Service Center # 2	1555 Berger Drive	San Jose	\$27,478.00	Semi-Annual	January	July	\$13,739.00	Semi-Annual	\$27,478.00
792996	Building 5603 - County Service Center # 3	1555 Berger Drive	San Jose	\$2,212.00	Semi-Annual	January	July	\$1,106.00	Semi-Annual	\$2,212.00
796765	Building 5608 - Vector Control Dist. Wildlife	1551 Berger Drive	San Jose	\$2,107.00	Semi-Annual	January	July	\$1,053.50	Semi-Annual	\$2,107.00
2374466	Building 5609 - Vector Control Headquarters	1580 Berger Drive	San Jose	\$1,487.00	Semi-Annual	January	July	\$743.50	Semi-Annual	\$1,487.00
805505	Building 5900 - SCC Juvenile Hall	840 Guadalupe Parkwa	San Jose	\$51,226.00	Semi-Annual	August	February	\$25,613.00	Semi-Annual	\$51,226.00
2374472	Building 6100 - Elmwood	701 S. Able	Milpitas	\$140,596.00	Semi-Annual	March	September	\$70,298.00	Semi-Annual	\$140,596.00
2374458	Building 6604 - Casa Grande	21350 Almaden Road	San Jose	\$4,622.00	Semi-Annual	April	October	\$2,311.00	Semi-Annual	\$4,622.00
2779603	Building 5415 - Mt Hamilton	47365 San Antonio Valley Road	Livermore	\$1,494.00	Semi-Annual	November	May	\$747.00	Semi-Annual	\$1,494.00
794018	Building 3104 - San Martin South Yard	13600 Murphy Ave	San Martin	\$2,264.00	Semi-Annual	November	May	\$1,132.00	Semi-Annual	\$2,264.00
2779605	Building 0308 - New Downtown Clinic	777 East Santa Clara St.	San Jose	\$11,165.00	Semi-Annual	June	December	\$5,582.50	Semi-Annual	\$11,165.00
2374441	Building 3140 - Fuel & Maint.	13560 Diessner Ave	San Martin	\$1,578.00	Semi-Annual	December	June	\$789.00	Semi-Annual	\$1,578.00
2757902	Building 1701 & 1702 - De Paul Health Center	18500 De Paul Dr	Morgan Hill	\$15,345.00	Semi-Annual	June	December	\$7,672.50	Semi-Annual	\$15,345.00
2779609	Building 1707 - St Louise Regional Hospital	9400 No Name Uno	Gilroy	\$17,771.00	Semi-Annual	June	December	\$8,885.50	Semi-Annual	\$17,771.00
155578	Building 1800 - O'Connor Hospital	2105 Forest Ave	San Jose	\$56,373.00	Semi-Annual	June	December	\$28,186.50	Semi-Annual	\$56,373.00
3783741	Building 1800 - O'Connor Hospital - Sub Acute Care Clinic	2105 Forest Ave	San Jose	\$24,324.00	Monthly	October	Monthly	\$2,027.00	Monthly	\$24,324.00
2374448	Building 3129 - San Martin Airport Fire Pump Building	13030 Murphy Road	San Martin	\$1,113.00	Semi-Annual	October	April	\$556.50	Semi-Annual	\$1,113.00
2416393	Building 3134 - San Martin Airport Hengar Buildings	13030 Murphy Road	San Martin	\$4,557.00	Semi-Annual	October	October	\$2,278.50	Semi-Annual	\$4,557.00
2779611	Building 6806 - Marial Cattle Park (Visitor Center)	5283 Snel Ave	San Jose	\$1,374.00	Semi-Annual	October	April	\$687.00	Semi-Annual	\$1,374.00
2416066	Building 6805 - Marial Cattle Park (Park office)	5283 Snel Ave	San Jose	\$1,654.00	Semi-Annual	October	April	\$827.00	Semi-Annual	\$1,654.00
2779613	Building 4515 - YSI Classroom Building (Vasona Park)	298 Garden Hill Drive	Los Gatos	\$1,298.00	Semi-Annual	October	April	\$649.00	Semi-Annual	\$1,298.00
2779614	Building 7824 - Anderson Lake Visitor Center	19245 Malaguerra Ave	Morgan Hill	\$1,959.00	Semi-Annual	October	April	\$979.50	Semi-Annual	\$1,959.00
408079	County Airport Bldg 1103 - 101 Skyport	101 Skyport Drive	San Jose	\$1,794.00	Semi-Annual	November	May	\$897.00	Semi-Annual	\$1,794.00
2766457	Building 4904 Fairgrounds Warehouse Annex 2 & 1	344 Tully Road	San Jose	\$6,002.00	Semi-Annual	October	April	\$666.00	Semi-Annual	\$1,332.00
2779616	Bldg 4940 - Fairgrounds OTB - Off Track Betting	344 Tully Road	San Jose	\$1,371.00	Semi-Annual	October	April	\$685.50	Semi-Annual	\$1,371.00
3880547	Building 1401 Silver Creek Bldg A	5710 Fontanoso Way	San Jose	\$5,669.00	Semi-Annual	September	March	\$2,784.50	Semi-Annual	\$5,669.00
3783747	Building 1402 Silver Creek Bldg B	5750 Fontanoso Way	San Jose	\$10,439.00	Semi-Annual	September	March	\$5,219.50	Semi-Annual	\$10,439.00
3783746	Building 1403 Silver Creek Bldg C	5845 Heliyer Ave	San Jose	\$1,716.00	Semi-Annual	September	March	\$859.00	Semi-Annual	\$1,716.00
3783745	Building 1404 Silver Creek Bldg D	5905 Silver Creek Valley Rd	San Jose	\$6,002.00	Semi-Annual	September	March	\$3,001.00	Semi-Annual	\$6,002.00
3783847	Building 1405 Silver Creek Bldg E	5965 Silver Creek Valley Rd	San Jose	\$13,841.00	Semi-Annual	September	March	\$6,920.50	Semi-Annual	\$13,841.00
3880546	Building 1511 110 West Tasman Dr	110 W Tasman Dr	San Jose	\$17,509.00	Semi-Annual	September	August	\$8,754.50	Semi-Annual	\$17,509.00
3783744	Building 1513 130 West Tasman	130 W Tasman Dr	San Jose	\$14,259.00	Semi-Annual	January	August	\$7,129.50	Semi-Annual	\$14,259.00
3880544	Building 1515 150 West Tasman	150 W Tasman Dr	San Jose	\$16,830.00	Semi-Annual	February	August	\$8,415.00	Semi-Annual	\$16,830.00
4299040	Metcalf Motorcycle Park	300 Metcalf Rd	San Jose	\$1,382.00	Semi-Annual	October	April	\$691.00	Semi-Annual	\$1,382.00

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ACE Customer #	Site Name	Address	City	Fire Alarm Inspection Cost - Includes Annual test of all F.A. Devices, also includes semi-annual inspection on waterflow, tamper, NAC & FACP.	Fire Alarm Inspection Frequency	Annual Fire Alarm Inspection Month	Semi-Annual Fire Alarm Inspection Month	Price Per Invoice for "Arba (Yr 1&2)	Billing Frequency in "Arba (Billing will be billed as BAMA - this will be half of the amount in column H per invoice)	Annual Total of Inspection \$ (Year 1 & Year 2)
3880539	Building 4926 Gateway Hall	344 Tully Road	San Jose	\$2,289.00	Semi-Annual	October	April	\$1,144.50	Semi-Annual	\$2,289.00
3880538	Building 1518 180 West Tazman	180 W Tazman Dr	San Jose	\$18,198.00	Semi-Annual	February	August	\$9,099.00	Semi-Annual	\$18,198.00
4303300	Building 1134 - Lundy	1996 Lundy Ave	San Jose	\$1,780.00	Semi-Annual	April	October	\$890.00	Semi-Annual	\$1,780.00
2374447	Building 4015 - Bernal Gulnac Joice Ranch (Museum)	374 Manila Drive	San Jose	\$1,180.00	Semi-Annual	October	April	\$590.00	Semi-Annual	\$1,180.00
2399217	Building 4110 - Hellyer Park Supervisors Yard	995 Hellyer Ave	San Jose	\$1,203.00	Semi-Annual	October	April	\$601.50	Semi-Annual	\$1,203.00
4343487	Building 3128 - Animal Services	12425 Monterey Rd	San Martin	\$5,953.00	Semi-Annual	November	May	\$2,976.50	Semi-Annual	\$5,953.00
4343474	Building 5133 - James Ranch - Dining Room and Kitchen	19050 Malaguerria Ave	Morgan Hill	\$1,698.00	Semi-Annual	November	May	\$849.00	Semi-Annual	\$1,698.00
4343502	Building 5132 - James Ranch - Gym	19050 Malaguerria Ave	Morgan Hill	\$1,810.00	Semi-Annual	November	May	\$905.00	Semi-Annual	\$1,810.00
4343501	Building 5130 - James Ranch Dorm & Laundry	19050 Malaguerria Ave	Morgan Hill	\$4,272.00	Semi-Annual	November	May	\$2,136.00	Semi-Annual	\$4,272.00
4343505	Building 5131 - James Ranch Admissions Building	19050 Malaguerria Ave	Morgan Hill	\$1,985.00	Semi-Annual	November	May	\$992.50	Semi-Annual	\$1,985.00
4345406	Vietnamese American Service Center	2410 Senter Rd	San Jose	\$35,286.00	Semi-Annual	December	June	\$17,643.00	Semi-Annual	\$35,286.00
4381069	County of Santa Clara Social Services	1879 Senter Rd.	San Jose	\$6,421.00	Semi-Annual	October	January	\$6,421.00	Semi-Annual	\$6,421.00
4339447	Building 0921 - VHC Bascom	750 South Bascom	San Jose	\$2,500.00	Annual	October	NA	\$2,500.00	Annual	\$2,500.00
2592718	Bldg 6011 A Sabratto Pavilion	751 S Bascom	San Jose	\$34,500.00	Annual	October	NA	\$34,500.00	Annual	\$34,500.00
493298	Santa Clara Valley MC Bldg 6006 K - West Wing	751 SOUTH BASCOM AVE	San Jose	\$29,370.00	Annual	October	NA	\$29,370.00	Annual	\$29,370.00
784953	Santa Clara Valley MC Bldg 6004 E - Rehabilitation	751 SOUTH BASCOM AVE	San Jose	\$20,600.00	Annual	October	NA	\$20,600.00	Annual	\$20,600.00
4339501	Bldg 0914 Barbara Arons Pavilion G - Barbara Arons Pavilion	820 Enborg Lane	San Jose	\$4,230.00	Annual	October	NA	\$4,230.00	Annual	\$4,230.00
4339504	Bldg 0912 Don Lowe Pavilion R - Don Lowe Pavilion	871 Enborg Ct	San Jose	\$2,600.00	Annual	October	NA	\$2,600.00	Annual	\$2,600.00
2779609	Building 1707 - St Louise Regional Hospital - Dampers	9400 No Name Uno	Gilroy	\$19,085.00	Annual	October	NA	\$19,085.00	Annual	\$19,085.00

\$991,651.00

\$991,651.00

Year 1 Total \$991,651.00

Year 2 Total \$878,766.00

Year 1 & 2 Total \$1,870,417.00

EXHIBIT C SPECIFICATIONS AND REQUIREMENTS

Contractor shall perform maintenance, repair and operations services for all County's Fire Sprinkler and Suppression Systems. Services include inspections. This Agreement also covers the provision of required Parts and Accessories.

The Agreement is to be used by the ordering agencies and departments to generate subordinate purchase orders based on the Agreement's pricing and terms. The County does not guarantee, whether implied or in writing, to purchase any estimated quantities based on past usage, annual dollar volume, or quantity. No minimum order shall be imposed by the Contractor on the County under this Agreement.

Unless stated otherwise, Contractor shall perform all work and provide all parts stated in Exhibit C as specified in Exhibit C.

I. SCOPE OF WORK

A. COVERAGE AND WORK SPECIFICATIONS:

1. OVERVIEW

- 1.1. Perform inspections in accordance with the scope of work and requirements per this Agreement.
- 1.2. Furnish all material, labor, supervision tools, supplies and equipment necessary to provide scheduled preventative maintenance service, including all inspections, adjustments, and tests to keep all systems/equipment specified herein at their established capacity and efficiency. Preventative maintenance testing and inspections shall be performed per the determined in accordance with Exhibit B, Services and Products Rate Schedule.
- 1.3. Any parts, component replacements or Repairs will be quoted separately using the rates provided in Exhibit B.
- 1.4. All works shall be in compliance with:
 - 1.4.1. California State Fire Marshall (CSFM)
 - 1.4.2. National Fire Protection Association
 - 1.4.2.1. The current NFPA code can be located at (link)
 - 1.4.3. Federal, state, and local governing codes and standards
 - 1.4.4. The Joint Commission (where applicable)
- 1.4. Make changes and adjustments mandated by new or retroactive code changes or correct outstanding violations and deficiencies. Contractor shall inform County Project Manager of violations and/or deficiencies and must obtain written authorization prior to commencement of work. Work shall be billable per rates listed on Exhibit B, Services and Products Rate Schedule.
- 1.5. Other Requirements
 - 1.5.1 Contractor shall be available 24-hours a day, seven days a week to respond to all calls and dispatch a service technician when necessary.
 - 1.5.4. Service shall be performed during business hours on County approved schedules, unless scheduled otherwise.
 - 1.5.5. All services shall be coordinated with the appropriate County Project Manager.
 - 1.5.6. The County may exercise the option of witnessing any test(s), inspection(s) and/or maintenance performed.

2. SYSTEM SERVICE

- 2.1. Prior to any service or repair work, Contractor's technician shall notify the County's representative and request notification to the alarm monitoring company as to the area and system being serviced to prevent unnecessary response. Contractor shall take all necessary precautions to minimize disruption to the facility.
- 2.2. Contractor shall coordinate with the County's Central Station Monitoring Company, to test inputs to the system.
- 2.3. County will provide access to the County locations during the normal operating hours as indicated in these specifications. Contractor must contact the appropriate County location or designee for access at other times.
- 2.4. Contractor shall perform testing shall pursuant to California Fire Code (CFC) Chapter 9 and NFPA 72 for the hardwired initiating device circuit smoke detectors for both functional testing and sensitivity testing as required.
- 2.5. Contractor shall perform preventative maintenance testing and inspections annually and shall bill at the pre-determined rates. Testing guidelines shall fall under NFPA 72 and applicable CFC and CSFM guidelines.
- 2.6. Sensitivity testing of smoke detectors must ensure proper activation signal is transmitted to and received at the main fire alarm panel for each site.
- 2.7. Contractor shall check fire alarm panel systems batteries for corrosion and expiration date, and take appropriate action, subject to prior county approval, in writing.
- 2.8. Upon discovery of discrepancies, Contractor shall provide, in writing, to County, recommended measures to ensure compliance with applicable code requirements.
- 2.9. For applicable Annual(s) and Five (5) Year Inspections/Maintenance, Fire Alarm shall be disabled/enabled and fire watch to be provided by County personnel.
- 2.10. Fire Alarm System shall be disabled/enabled by the Contractor and fire watch to be provided by County personnel unless requested of Contractor by County.
- 2.11. Contractor shall advise if any portion of the sprinkler system must be drained for repair to allow coordination with County plumber.
- 2.12. All works shall be in compliance with:
 - 2.12.1. Sprinkler/Preaction – NFPA 25 & Title 19
 - 2.12.2. Suppression H-1 Service – NFPA 12A, 70, 72 & 75
 - 2.12.3. Flow and Tamper – NFPA 25
 - 2.12.4. Fire Damper – NFPA 80(10), Sections 19.4 & 19.5
 - 2.12.5. Smoke Damper – NFPA 105(10), Sections 6.5 & 6.6
 - 2.12.6. Smoke Detectors – NFPA 72 & California Fire Code Chapter 9

3. INVENTORY OF SYSTEMS

- 3.1. The current inventory of systems installed per County location is identified in Exhibit B, Services and Products Rate Schedule.
- 3.2. Contractor shall provide maintenance and repair services to the systems identified.
- 3.3. Contractor shall provide inventory report per Section V. Operational Requirements.
- 3.4. County reserves the right to add or remove any system(s) to the Agreement that require the same scope of services as specified herein.

4. SERVICE LOCATIONS

- 4.1. The service locations listed on Exhibit B, Services and Products Rate Schedule are not to be considered inclusive with respect to the actual number of locations.
- 4.2. The County reserves the right to add any additional location(s) to the Agreement that requires the same scope of services as specified herein.
- 4.3. The County reserves the right to delete and remove any location(s).

5. SCHEDULE OF WORK

- 5.1. County Project Manager shall contact the Contractor to coordinate all subsequent services.
- 5.2. Contractor shall submit a detailed schedule of work to the County personnel outlining a detailed plan identifying when a site is to receive the service/inspection. Schedule shall show day and time, and estimated time/duration for each site visit. The schedule shall be subject to approval by the County Project Manager before start of work and may be developed or modified to pose the least impact to County facilities.
- 5.3. The proposed schedule shall:
 - 5.3.1. Be provided at least 30 calendar days in advance for hospitals and clinics, and 20 days in advance for other buildings.
 - 5.3.2. List building, specific location, and scope of work.
 - 5.3.3. Give estimated start time and duration of any shutdown needed.
 - 5.3.4. Identify Fire Alarm Technician/Plumber requirements and coordination with County to provide support service.
- 5.4. County shall work with the Contractor to ensure escort for Contractor employees is scheduled in accordance with these Specifications and Requirements to avoid interruption of service
- 5.5. Upon confirming schedule with County Project Manager and providing notice to County, should County not provide access to scheduled work site, Contractor may be permitted to bill the County a flat rate service fee.

6. WORK HOURS

- 6.1. Normal business hours shall be from 8:00am to 5:00pm, Pacific Time, Monday through Friday. Contractor shall not work on County Holidays or Saturday and Sunday unless coordinated in advance with the County's authorized personnel.
- 6.2. For CSHS locations:
 - 6.2.1. The normal repair time hours shall be 7:30am to 3:30pm, Pacific Time, Monday through Friday.
- 6.3. Contractor shall notify the appropriate County Project Manager 24 hours prior to coming on site to perform any work.
- 6.4. Routine maintenance inspections shall be made during normal business hours, Monday through Friday 8:00am-5:00pm, Pacific Time.

7. SITE CONDITION

- 7.1. At all times, Contractor shall be solely and completely responsible for the conditions of the job site, including safety of its works, and all persons and property during performance of work.
- 7.2. Contractor shall post and maintain all signs, barricades, and other safeguards required by law, ordinance, or good judgement.
- 7.3. Contractor shall bear full responsibility for the protection and safety of public, personnel, materials and surfaces in the vicinity of the work being performed.
- 7.4. No advertisement signs shall be permitted.
- 7.5. During the progress of the work, Contractor shall keep the working area in a neat condition and shall dispose of refuse as often as directed or as may be necessary so that at no time shall there be any unsightly accumulation of debris or rubbish.
- 7.6. All debris resulting from services provided shall be removed from the premises and properly disposed or recycled.
- 7.7. Final clean-up shall include removal of all debris and rubbish from the area.

- 7.8. Contractor shall protect all portions of facility from damage during the course of work to avoid damage to County managed facilities or adjacent property. Any damage arising from performance of this Agreement to floors, ceiling, walls, furniture, or any other improvement of property shall be repaired at once to their original condition by Contractor at Contractor's own expense to the satisfaction of the County.
 - 7.9. Work shall be performed in such a manner as to eliminate unnecessary noise, obstructions and other annoyances to occupants.
 - 7.10. Contractor shall not encumber premises with materials, equipment, and/or parking of vehicles; store materials, equipment and park vehicles in designated areas.
 - 7.11. Contractor shall take all necessary precautions to prevent injury or hazard to County employees or invitees to County managed facilities and the public.
 - 7.12. Contractor shall further avoid causing unreasonable inconvenience to any person doing business on the premises.
 - 7.13. During testing, if Fire Alarm Control Panel (FACP) crashes or is compromised in any way, Contractor shall provide immediate Fire Watch until issue is resolved (as confirmed by County). Fire watch record shall be maintained. All required Fire Watch services to be provided by contractor shall be billed at the applicable hourly service rate based on time of day and day of week.
 - 7.14. Contractor shall not be responsible for equipment failure occurring while Contractor is in the process of following its inspection techniques, where the failure also results from the age or obsolescence of the item or due to normal wear and tear. County shall confirm that any related issue was not caused by the Contractor or their assigned Subcontractor(s) before any charges/costs are submitted.
8. FIRE AND SMOKE DAMPER
- 8.1. Testing and maintenance of fire dampers must be in compliance with NFPA 80(10), Sections 19.4 and 19.5
 - 8.2. Testing and maintenance of smoke dampers must be in compliance with NFPA 105(10), Sections 6.5 and 6.6
 - 8.3. Full unobstructed access to the fire or combination fire/smoke damper must be verified and corrected as required.
 - 8.4. If the damper is equipped with a fusible link, the link must be removed for testing to ensure full closure and lock-in place if so equipped. The fusible link must be reinstalled after testing is complete. If the link is damaged or painted, it must be replaced with a link of the same size, temperature and load rating.
 - 8.5. The operational test of the damper must verify that there is no damper interference due to rusted, bent, misaligned or damaged frame or blades, or defective hinges or other moving parts.
 - 8.6. Smoke damper tests shall be conducted with normal HVAC airflow.
 - 8.7. Any reports of abrupt changes in airflow or noise from the duct system must be investigated to verify that it is not related to damper operations.
 - 8.8. The damper frame must not be penetrated by any foreign objects that would affect fire damper operations and the damper must not be blocked from closure in any way.
 - 8.9. All exposed moving parts of the damper must be dry lubricated as required by the manufacturer.
 - 8.10. Periodic inspections, testing and maintenance of a combination fire/smoke damper must also meet the inspection, testing and maintenance requirements contained in Chapter 6 of NFPA 105.
 - 8.11. Smoke damper actuation must be initiated at a time interval recommended by the actuator manufacturer.

- 8.12. Testing, maintenance, and repair of dampers must be documented, indicating the location of the damper, date(s) of inspection, name of inspector and deficiencies discovered. The documentation must have space to indicate when and how the deficiencies were corrected. All documentation is expected to be maintained and made available for review by the County Project Manager.

9. NON-MAINTENANCE SERVICES

9.1. On-Call Service Repair (Non-Maintenance)

- 9.1.1. On-call service repair shall be performed during normal business hours, Monday through Friday, 8:00am-5:00pm Pacific Time.
- 9.1.2. Work may be required to be performed after hours and/or on weekends.
- 9.1.3. Response time shall be within two (2) hours upon receipt of call and work related to the request(s) shall be completed within two (2) business days upon receipt of written authorization unless otherwise extended by the requester.
- 9.1.4. On-call service rates shall be billed per Exhibit B, Services and Products Rate Schedule.

9.2. Emergency Service

- 9.2.1. Response time must be within two hours upon receipt of call and all work must be completed within 24 hours unless otherwise extended by the requester.
- 9.2.2. Emergency service rates shall be per labor rates identified in Exhibit B, Services and Products Rate Schedule
- 9.2.3. Contractor shall respond to all calls and/or be on site within two hours after receiving the call to assist. Dispatch a service specialist/technician within one business day after receiving a request from the County, unless scheduled otherwise with approval.
 - 9.2.3.1. Contractor shall respond to emergency requests and be on site within two (2) hours after receiving the call from the County.
- 9.2.4. Time and materials (T&M) billing will apply to all emergency service calls.

9.3. Emergency Situations

- 9.3.1. Contractor shall inform the County designated contact, immediately verbally or by telephone and within 24 hours in writing, of any life-threatening or possibly dangerous situation that comes to the attention of or are discovered at any time by the Contractor. Contractor shall also within twenty-four (24) hours of becoming aware of such, notify the County's Project Manager or designee of any necessary and/or recommended work or additions Contractor deems necessary to the existing equipment. Such notification shall be given in writing within five working days and shall include a fully detailed proposal to correct the situation as follows:
 - 9.3.1.1. A fully detailed statement of the problem, identifying and quoting any applicable code, law or regulation;
 - 9.3.1.2. The corrective action proposed;
 - 9.3.1.3. The detailed costs, at the applicable contract rates, separating materials and labor; and
 - 9.3.1.4. The proposed timeframe for corrective action.

10. GUARANTEE OF WORK AND WARRANTY

- 10.1. In addition to the County Standard Terms and Conditions, Section 35, Contractor shall maintain levels of service for all County equipment in accordance with the manufacturer's instruction and standard and shall present a neat, workman-like appearance upon completion. Contractor shall guarantee on-call service work to be free from defect for a minimum of one (1) year from date of acceptance by County.
- 10.2. All work performed shall be subject to a repair warranty of not less than ninety (90) days against defects in materials and workmanship. All repair parts shall have the standard manufacturer's warranty. During the warranty period, there shall be no additional charges for labor or parts on the specific equipment repaired.

B. EQUIPMENT, PARTS AND ACCESSORIES

1. The list of equipment for servicing includes, but is not limited to:
 - 1.1. Pull stations
 - 1.2. Smoke detectors
 - 1.3. Heat detectors
 - 1.4. Duct smoke detectors (to include in-duct smoke detectors)
 - 1.5. Air sampling detectors
 - 1.6. Tamper switches
 - 1.7. Flow switches
 - 1.8. Post indicator valve (PIV)
 - 1.9. Alarm panel batteries
 - 1.10. Notification devices
 - 1.11. NAC panels or power supplies
 - 1.12. Fire alarm panels
 - 1.13. Door holders
 - 1.14. Preaction systems
 - 1.15. Fire sprinklers
 - 1.16. Fire Standpipe
 - 1.17. Fire pump
 - 1.18. Fire hydrant
 - 1.19. Water flow and tamper system
 - 1.20. Smoke/fire damper
2. All replacement parts, other than those supplied as part of the routine maintenance work, shall be quoted and charged to County separately at the manufacturers list price less proposed percentage discount listed in Exhibit B. Contractor shall provide any paperwork, which shall include, but not be limited to the Contractor's buying cost and any other necessary paperwork (i.e. itemized invoice), for any part purchased as part of this Agreement to validate cost.
 - 2.1. Contractor shall maintain a sufficient amount of new OEM replacement parts or approved equal products, to maintain the equipment in a safe operating condition.
 - 2.2. Warranted refurbished parts are acceptable. Contractor shall notify the County prior to installation of any refurbished parts.
 - 2.3. Replacement parts for obsolete or discontinued product lines may not be readily available. Replacement parts depending on vintage of system and manufacturer's support level may be supplied as refurbished from a third party source. Any refurbished products shall come with the same one-year warranty coverage.

- 2.4. Contractor shall supply materials only after approval of, or direction from designated County personnel. The County shall not bear the cost of materials supplied without this approval or express direction.
3. Contractor shall notify the County when a recall is imposed on any equipment/component serviced. Notification shall include the reasons for the recall and procedures for replacement and the disposition of the recalled equipment.

II. REGULATION AND COMPLIANCE

A. MATERIAL SAFETY DATA SHEETS (MSDS)

1. Contractor shall obtain and maintain on the work site MSDS on hazardous materials brought to the premises or intended to be installed or used in the premises at all times.
2. MSDS shall be presented to County's Project Manager no less than 48 hours in advance of work performance or actual use of materials.
3. No hazardous materials may remain on the premises unless specifically agreed in writing by County's Project Manager.

B. INFECTION CONTROL AT CLINICS, HOSPITALS AND VALLEY MEDICAL CENTER BUILDINGS

1. Infection Control Procedures (ICP) shall be followed at all hospitals, all medical clinics, and all buildings on the Valley Medical Center Campus.
2. Whenever the work creates or disturbs airborne particulates, dust, and/or mold, ICP must be used to contain those particulates. Contractor shall obtain and post an Infection Control Risk Assessment Permit (ICRA Permit).
3. The ICRA Permit describes procedures that must be followed to minimize pollution. The County Project Manager must be notified in advance of such work and shall provide instructions on how to acquire the permit.
4. Contractor shall provide a price for the material and labor needed for infection control compliance prior to commencing work, unless requested otherwise.
5. Contractor shall obtain the ICRA Permit and may not bill the County for any expenses incurred obtaining said permit.
6. At the Valley Medical Center campus, Contractor shall utilize one hospital provided HEPA cart to access above ceiling devices. Contractor shall be responsible for any damage to the HEPA cart caused by the Contractor. Contractor shall be responsible for maintaining liability insurance for the use of hospital provided HEPA cart.
7. The HEPA cart shall be sufficient ICP for one ceiling tile up to 2'x4'.

C. REGULATIONS AND STANDARDS

1. All material and work shall be in full accordance with the rules and requirements of the Occupational Safety and Health Administration (OSHA), National Electrical Code (NEC), National Fire Codes published by the National Fire Protection Association (NFPA), California Administrative Codes (CAC), Uniform Plumbing Code (UPC), and other applicable federal, state, and local laws and regulations. These specifications shall not be construed to permit work not conforming to these requirements. The regulations shall govern where they require higher standards or conflict with the specifications. Ruling and interpretations of the enforcing agencies shall be considered apart of these specifications of commonly known to the trade. All regulations and standards shall be the latest publication unless governing authorities require otherwise. In addition, the entire installation shall be in accord with the

best practices available in the industry, and shall present a neat, workman-like appearance upon completion.

D. PREVAILING WAGE RATES

1. With respect to where repair works are performed on site, the repair work may be a public work within the meaning of California Labor Code 1720, Contractor shall comply with the provisions of Labor Code 1771 et seq.
2. Contractor and respective Subcontractor(s) shall be required to pay not less than the general prevailing wage rate as determined by the Director of the State Department of Industrial Relations for the work specified in this Contract.
3. Contractor shall maintain Certified Payroll Records of all employees. Contractor shall maintain employees names, address, social security number, work classification, straight time and overtime hours worked, actual wage paid, and statement of employer payments.
4. Except for contracts of \$1,000 or less, the Contractor and all Subcontractor(s) shall pay all their laborers, workmen and mechanics on all work included in this Contract not less than the general prevailing wage rate of per diem wages for work of a similar character in the locality in which the work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations and the Board to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this Contract, and which is now on file in the Office of the Clerk of the Board of Supervisors, where it is incorporated herein and made a part hereof. The Contractor shall forfeit, as a penalty to the County, twenty-five dollars (\$25.00) for portion thereof, if such laborer, workman or mechanic is paid less than the said stipulated rates for any work done under this Contract by the Contractor or any Subcontractor(s), in violation of Articles 1 and 2 Chapter 1 of Part 7 of Division II of the Labor Code of the State of California.

III. CONTRACTOR PERSONNEL REQUIREMENTS

A. CONTRACTOR SUPPORT TEAM

1. Contractor shall have a designated representative oversee the technicians assigned to perform the work specified herein. Contractor representative shall be responsible for providing all required reports, documentation, invoices etc. to the designated County Project Manager or designee.
2. Technicians selected to perform work under this contract shall be highly trained and qualified with a minimum of five (5) years experience in servicing the system/equipment specified in the agreement.
3. Trainees shall not be accepted.
4. At all times while on County property to perform work, all employees, agents, and representatives of the Contractor shall wear distinctive identification (i.e. uniform, polo, identification badge, etc.) which clearly identifies that individual as a representative of the Contractor.
5. Contractor may be required to furnish evidence satisfactory to County that the Contractor and its proposed Subcontractor(s) have sufficient means and experience in the type of work required to assure completion of the requirements of the Contract.
6. No one, except authorized employees of the Contractor and/or authorized Subcontractor(s) shall be allowed on the premises of County property to provide service. Contractor's

employees shall not be accompanied in their work area by acquaintances, family members or any other person unless said person is an authorized employee of the Contractor.

B. LICENSING AND OTHER QUALIFICATIONS

1. Contractor and its authorized sub-Contractor(s) shall possess a C16-Fire Protection Contractor license by the State of California and shall maintain all state, county, local licenses and/or certificates to prove their qualifications to perform all services specified in this Contract.
2. The license shall be applicable to the requirements and regulations under California State Statute as it applies to this Contract.
3. Contractor licenses shall be current and active for a period of no less than five (5) years.
4. Contractor shall comply with the equipment manufacturer's standard.
5. Contractor shall represent that they have, or shall secure at their own expense, all personnel required to perform the services required. Contractor shall always have enough technical service representatives and repair specialists/technicians/inspectors made available to perform the work specified in this Contract.
6. Contractor may be required to provide to the County a list of specialists/technicians/inspector's qualifications and experience in relation to the systems that require maintenance.
7. Contractor shall forward a copy of their renewed license to the Contract Administrator each year they hold the Contract.

IV. SECURITY/BUILDING ACCESS

1. All individuals employed by the Contractor to perform the services herein as required shall be screened as to their background and previous work records. Any related costs to background checks, screenings, and fingerprinting processes shall be the responsibility of the Contractor.
2. Contractor's employees, agents, and representatives, requiring access into any of the County's correctional or secure facilities shall first receive a security clearance prior to entry. Contractor shall be responsible for all and any costs associated with obtaining security clearance, including but not limited to background checks, fingerprinting, etc.
3. County will provide information forms for the Contractor to complete for all personnel who will be working in or will need access to a correctional or secure facility. Contractor shall submit the completed forms to the respective County department(s) at least fifteen (15) County working days prior to the commencement of work. Omissions or false statements, regardless of the nature or magnitude, may be grounds for denying clearance. No person shall be employed under this Agreement that has not received prior clearance from the County. The County is not required to give reason for denying clearance. County reserves the right to refuse entrance to anyone not in possession of a security clearance badge or to confiscate any security clearance badge issued at its discretion.
4. Contractor shall adhere to all other security requirements as listed in Exhibit E – Access and Security Requirements for Detention Facilities and Exhibit F – Contractor Conduct on Correction Facilities, Government Code 8350.
5. For County of Santa Clara Health System (CSCHS) locations (Valley Medical Center, O'Connor Hospital, St. Louise Regional Hospital, De Paul Health Center), access badges and mechanical room keys will be issued by CSCHS and will be kept at the facility building. The keys for the various doors will also be kept at the MAC room.

V. OPERATIONAL REQUIREMENTS

A. RECORDS, MAINTENANCE TAG, REPAIR QUOTES

1. Inspection reports, as mandated by the State and County Fire Marshal Inspection, shall include a maintenance tag to be affixed to the face of the system's main control or as directed by the County Authorized Personnel after each completed inspection or test. The inspection and maintenance tag shall indicate the following:
 - 1.1. Location or identification of system;
 - 1.2. Name, address telephone number and license number of Contractor;
 - 1.3. Date of inspection or maintenance visit; and
 - 1.4. Name and certificate number of employee responsible for the inspection or maintenance visit.
2. When a report shows an "F", or fails to pass inspections, or has noted deficiencies, then the Contractor shall provide a quote for the repair. Repair quotes shall be sent at the same time as the associated report. Repair quotes shall use the same formatting and file name as the report except it shall include the letters "RQ" before the dot in ".pdf".
3. Reports (and Repair Quotes) file names shall be as follows:
 - 3.1. The first characters must be the capital letter "B" then the 4-digit County building number then a space.
 - 3.2. Next it is optional to use the address or the current approve building name. If this option is used it shall be followed with a space.
 - 3.3. Next shall be the year and month of the testing in the format yyyy-mm. Then a space.
 - 3.4. Next shall be the frequency of the report, utilizing the letter "Q" for quarterly, "S" for semi-annual, "A" for annual, or "5yr" for five year. Then a space.
 - 3.5. Next the letter "P" for pass, or "F" for fail.
 - 3.6. If it is a repair quote, then next a space and the letters "RQ". Then the file format suffix of ".pdf".
 - 3.7. An example of a report file name is "B6004 2022-07 Q P.pdf"
 - 3.8. An example of a repair quote name is "B6004 2022-07 Q F RQ.pdf"

B. REPAIR QUOTES AND WORK ORDERS

1. Contractor shall provide legible and detailed repair quote as requested by the County for non-scheduled maintenance services using the rates listed in Exhibit B
2. Written quotes shall indicate the scope of work, labor hours required, parts, tax, as well as any other itemized costs Contractor proposes for work to be performed.
3. Contractor shall provide repair quotes at no cost to the County.
4. All quotes require County written pre-approval from County Project Manager prior to commencement of work.
5. The County reserves the right to obtain competitive quotes for all repair work.
6. If the County elects to accept Contractor's quote for the repair services, the County will issue Contractor a separate PO or Work order to perform the repair services.
7. After repair work is complete, Contractor shall obtain the signature (on the work order) of County's Project Manager or designee as well as Contractor's lead technician showing that the work was completed in a satisfactory manner. A copy of this document shall be attached to the related billing invoice. Signed quote must accompany invoice.
8. Contractor shall maintain a sufficient amount of new OEM replacement parts or approved equal or better, to maintain the equipment in a safe operating condition. Warranted refurbished parts are acceptable.
9. Contractor shall notify the County prior to installing any refurbished parts.

C. REPORTS

1. Inventory reports consist of a detailed sprinkler/standpipe system specification. Reports shall include, but not be limited to the following:
 - 1.1. Assigned County building number
 - 1.2. Site address
 - 1.3. System/Equipment type
 - 1.4. Scope of work
2. Inspection reports shall be provided to the County within ten (10) calendar days of completing the tests, or sooner when required by regulations.
3. Inspection reports shall be provided on paper if the County requests it or as required by regulations.
4. Contractor shall maintain and provide written reports of all tests, inspections, and maintenance and a spend report by department.
5. Reports shall be emailed to County Administrator(s).
6. County Administrator(s) may request for a wet signature on specified reports or electronic signature can be provided via DocuSign.
7. The County reserves the right to request additional reports as needed.
8. All reports and repair quotes shall be provided in electronic PDF format and shall be fully compatible for reading and printing from Adobe Acrobat Reader.
9. Reports shall use only black color on white background. Other colors require prior approval and shall be used only when they offer benefit to the County, such as better readability or easier comprehension.

D. INVOICES

1. Contractor shall reference the County issued Contract Release Purchase Order (CRPO) number and attach a copy of the work order (where applicable) to the County with the invoice clearly itemizing all items in accordance with the pricing and terms of the resulting Agreement.
2. Invoices to be provided to the County shall include, but not be limited to the following information:
 - 2.1. County agency or department name;
 - 2.2. Department Contact and Account Number;
 - 2.3. Invoice date and number;
 - 2.4. Itemized list of products provided, including descriptions, brand names and model numbers;
 - 2.5. Itemized list of services completed;
 - 2.6. Quantities and by location;
 - 2.7. Pricing and applicable discounts;
 - 2.8. Payment terms as approved by the County;
 - 2.9. Total invoice amount;
 - 2.10. Rebate Amounts;
 - 2.11. Associated CRPO Number(s); and
 - 2.12. Associated Agreement Number.
3. Invoices are to be submitted within ten (10) business days of the month following the work completed.
4. Contractor shall correct any invoices that include incorrect or missing information. Invoices cannot be processed until invoices are correct and approved by County department.
5. Contractor shall not invoice the County for any charges or fees not specifically listed in the Agreement.

E. ELECTRONIC TRANSACTIONS AND CATALOGS IN ARIBA NETWORK

1. Contractor shall conduct business with the County electronically using the County's SCC-Ariba Procure-to-Pay (P2P) system, which includes receiving County issued purchase orders, and submitting Contractor's invoices upon goods shipment and services rendered, for County to record receipt and acceptance, prior to payment processing.
2. Contractor shall provide and maintain an Ariba-compatible catalog of all products and/or services covered in the Agreement.

F. COUNTY PROJECT MANAGER

G. CHANGES TO DESIGNEES

1. If different representatives are designated by Contractor during the term of the contract, notice of any changes (name, address, telephone numbers, etc.) shall be promptly rendered in writing to the other part. Changes to designees shall be handled between the County's Contract Administrator and the Contractor's contract manager.

EXHIBIT D INSURANCE REQUIREMENTS

Insurance

Without limiting the Contractor's indemnification of the County, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:

- a. Each occurrence - \$1,000,000

- b. General aggregate - \$2,000,000
- c. Products/Completed Operations aggregate - \$2,000,000
- d. Personal Injury - \$1,000,000

2. General liability coverage shall include:

- a. Premises and Operations
- b. Products/Completed
- c. Personal Injury liability
- d. Severability of interest

3. General liability coverage shall include additional insured coverage for the County.

Additional Insured Endorsement, which shall read:

“County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds.”

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the additional insured endorsement as applicable and the Contractor shall be notified by the contracting department of these requirements.

4. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

- 4a. Aircraft/Watercraft Liability Insurance (Required if Contractor or any of its agents or subcontractors will operate aircraft or watercraft in the scope of the Agreement)

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired aircraft/watercraft.

5. Workers' Compensation and Employer's Liability Insurance

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

E. Special Provisions

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the County upon satisfactory evidence of financial capacity. Contractor's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.
4. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

F. Fidelity Bonds (Required only if Contractor will be receiving advanced funds or payments)

Before receiving compensation under this Agreement, Contractor will furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Contractor will notify County immediately, and County may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of County.

EXHIBIT E

ACCESS AND SECURITY REQUIREMENTS FOR DETENTION FACILITIES

GENERAL:

Contractor's Employee shall abide by and are subject to all policies that govern the control of tools and personnel working at County detention facilities. These Facilities are NO HOSTAGE areas.

1. Bringing Firearms, explosives, alcoholic beverages, narcotics, or a controlled substance, including marijuana, into a custody facility is a crime, and cause for arrest.
2. Persons under the influence of alcoholic beverages or drugs will not be allowed to enter any custody facility and may be subject to arrest.
3. Umbrellas, pocketknives, scissors, metal nail files, or other objects that could be used as weapons are not allowed within any facility (other than job tools related to the function being undertaken).
4. Persons entering any custody facility shall not give anything to any inmate, nor will they take anything from any inmate without prior approval from a custody staff supervisor.
5. Department of Correction Facilities are no smoking areas. Workers are not to bring any tobacco products into any facility. No smoking is permitted within any building or within the perimeter fence boundaries.
6. Persons entering any custody facility shall not loan, exchange, borrow, do favors for, or enter into any business transactions with any inmate. Do not communicate with any inmate.
7. Contractors and their employees will proceed directly to their designated work areas. Those found loitering in any unauthorized area may be escorted from the facility and may have their security clearance revoked.
8. No Hostage Policy: For everyone's safety, we will not allow any inmate to escape in exchange for the release of a hostage. All means will be utilized to affect a safe release, except giving hostage takers weapons, additional hostages, or allowing them to escape.
9. Facility security is our first priority. Security concerns must take precedence over work completion efficiency if that security is threatened.
10. Custody staff is responsible for the security of the facility. If directed by a staff member to take any action (leave area, secure tools, wait, etc.) all workers are

required to comply immediately without argument, non-compliance may result in revocation of their security clearance.

11. Tools must be inventoried prior to entry and again at completion of each day. Bring in only the tools you require to accomplish the task. It is essential that planning includes anticipation of needs to avoid unnecessary trip(s) in and out of the facility. Tools must be removed after each workday to a secured area.
12. Extreme care must be exercised to avoid leaving any materials in security areas that can be used as a weapon by inmates. Work areas must be cleaned after every work session to avoid contraband security breaches.

EXHIBIT F
CONTRACTOR CONDUCT ON CORRECTIONAL FACILITIES
GOVERNMENT CODE
SECTION 8350-8351

8350. This chapter shall be known, and may be cited, as the Drug-Free Workplace Act of 1990.

8351. As used in this chapter.

- i. "Drug-free workplace" means a site for the performance of work done in connection with a specific grant or contract described in Article 2 (commencing with Section 8355) of an entity at which employees of the entity are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in accordance with the requirements of this chapter.
- ii. "Employee" means the employee of a grantee or Contractor directly engaged in the performance of work pursuant to the grant or contract described in Article 2 (commencing with Section 8355).
- iii. "Controlled substance" means a controlled substance in schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. Sec. 812).
- iv. "Grantee" means the department, division, or other unit of a person or organization responsible for the performance under the grant.
- v. "Contractor" means the department, division, or other unit of a person or organization responsible for the performance under the contract.

EXHIBIT G

CONTRACTOR CERTIFICATION OF COMPLIANCE WITH COVID-19 VACCINE REQUIREMENTS

Contractor Information:

Contractor name: <u>Johnson Controls Fire Protection LP</u>	Name of Contractor representative: <u>Colleen Moschell</u>
Contractor phone number: <u>925-273-0100</u>	Contractor email address: <u>colleen.moschell@jci.com</u>

Contractor Certification. On behalf of Contractor, I hereby certify that:

1. Contractor has reviewed and is in compliance with all current County requirements regarding COVID-19 vaccination applicable to contractor's employees working at County facilities, including but not limited to the requirements in the County's memorandum regarding COVID-19 Vaccine Requirement for County Personnel ("County Vaccine Policy"), the County's memorandum regarding Application of COVID-19 Vaccination Requirement to County Contractors, Interns, and Volunteers, all current State and County Health Officer orders, and any other County requirements. These memoranda and current County policies are accessible at <<https://procurement.sccgov.org/doing-business-county/contractor-vaccinations>>. Contractor understands that it is responsible for reviewing and maintaining compliance with all subsequent revisions or amendments to State and County orders and requirements regarding COVID-19.
2. As of the date signed below:
 - a. Contractor understands that it must confirm, and has confirmed, that all of contractor's workers (including any subcontractor workers) who routinely perform services for the County onsite and share airspace with or proximity to other people at a County facility as part of their services for the County¹ are:
 - i. Fully vaccinated against COVID-19 and up-to-date on any boosters for which they are eligible as defined and required in the County Vaccine Policy; **or**
 - ii. Have a legally sufficient and approved medical, disability, or religious exemption from vaccination that has been granted by contractor.

¹ As established in the County's Memorandum Regarding Application of COVID-19 Vaccination Requirement to County Contractors, Interns, and Volunteers, contractors performing work at closed construction sites are not required to comply with the County's vaccination requirements, but must comply with all applicable federal, state, and local public health laws, including but not limited to vaccination, testing, and masking requirements.

- b. Contractor has verified and will continue to verify the vaccination status of all staff working on site at any County facility, and has obtained proof of vaccination from its staff in a form consistent with the California Department of Public Health's Vaccine Records Guidelines and Standards.
3. If contractor seeks to send any workers who are not fully vaccinated and up-to-date on boosters for which they are eligible to work indoors at any County facility because the contractor has granted them an exemption, contractor shall notify the County in writing by providing a list of any such workers to the COVID-19 Designee for the department that manages the facility where the contractor personnel will be working at least 96 hours in advance of any such worker arriving onsite so that the department has sufficient time to determine whether it will approve the contractor's requests that its personnel work onsite and, if approved, can ensure that the contractor has complied with all applicable COVID-19 safety requirements for unvaccinated individuals, including, where applicable, regular testing and the use of a fit-tested N95 mask.² Notice must be separately provided to each department that manages a facility where contractor seeks to assign personnel to work onsite. Regardless of exemption status, personnel who are not fully vaccinated and up-to-date on boosters for which they are eligible may not work in high-risk roles at County facilities.
4. If any of contractor's workers are noncompliant with vaccination or testing requirements, contractor will notify the County Department for which they are providing services immediately and will not permit those workers to go onsite at a County facility without express written permission from the County.
5. Contractor will comply with all reasonable requests by the County for documentation demonstrating the contractor's compliance with this Certification.

I verify the truth and accuracy of the statements in this Certification under penalty of perjury under the laws of the State of California.

Willard McCune

Name of authorized representative of
Contractor

Total Service Manager

Title

DocuSigned by:



CCF546A7C71B426...

Signature

9/28/2022

Date

² If contractor sends workers who are not fully vaccinated and up-to-date on boosters for which they are eligible, it is contractor's obligation to ensure that it has any necessary authorization under the California Confidentiality of Medical Information Act, Cal. Civ. Code §§ 56 *et. seq.*, and under any other laws to share this information with the County.

EXHIBIT H

INFECTION CONTROL RISK ASSESSMENT PERMIT

Infection Control Risk Assessment (ICRA) Permit					
Type of ICRA: Water, Mold, and Construction			Permit No:		
Location:			Project Start Date:		
Project Coordinator:			Estimated Duration:		
Response Team Performing Work:			Permit Expiration Date:		
Supervisor:			Telephone:		
ACTIVITY			INFECTION CONTROL RISK GROUP		
YES	NO	CONSTRUCTION ACTIVITY	YES	NO	GROUP
		TYPE A: Inspection, non-invasive activity			GROUP 1: Low risk (Office areas)
		TYPE B: Small scale, short duration, minimal dust			
		TYPE C: Activity generates moderate to high levels of dust, demolition, or requires >1 work shift for completion			
		TYPE D: Major demolition and construction activities requiring consecutive work shifts			GROUP 2: Medium risk (Cardiology, Echocardiogram, Endoscopy, Nuclear Medicine, PT, Radiology/MRI, RT)
YES	NO	WATER INTRUSION (<48 hours or >48 hours without mold)			GROUP 3: High risk (CCU, ER, L&D, Lab, Medical Units, Newborn Nursery, Outpatient Surgery, Pediatrics, Pharmacy, PACUnit, Surgical Units)
		CATEGORY I: Clean water			
		CATEGORY II: Gray water			
		CATEGORY III: Black water			
YES	NO	MOLD MANAGEMENT: Amount of mold identified			GROUP 4: Highest risk (Any area caring for immunocompromised patients, Burn Unit, Central Sterile Supply, ICUs, OR including C-Section Rooms, Cardiac Cath Lab, Negative Pressure Isolation Rooms, Oncology, etc.)
		Less than 10 square feet			
		10 to 30 square feet			
		30 to 100 square feet			
		Greater than 100 square feet			
CONSTRUCTION ACTIVITY					
CLASS I		* Execute work by methods to minimize raising dust from construction operations. * Immediately replace any ceiling tile displaced for visual inspection. * Minor demolition for remodeling.			
CLASS II		All CLASS I requirements AND * Provide active means to prevent airborne dust from dispersing into atmosphere. * Water mist work surfaces to control dust while cutting. * Seal unused doors with duct tape. * Block off and seal air vents. * Wipe surfaces with disinfectant. * Contain construction waste before transport in tightly covered container. * Wet mop and/or vacuum with HEPA filtered vacuum before leaving work area. * Place dust mat at entrance and exit of work area. * Remove or isolate HVAC system in areas where work is being performed.			
CLASS III		All CLASS I and II requirements AND * Isolate HVAC system in area where work is being done to prevent contamination of the duct system. * Complete all critical barriers or implement control cube method before construction begins. * Maintain negative air pressure within work site utilizing HEPA equipped air filtration units. * Do not remove barriers from work area until completed project is thoroughly cleaned by EVS. * Vacuum work with HEPA filtered vacuums. * Wet mop with disinfectant. * Remove barrier materials carefully to minimize spreading of dirt and debris associated with construction. * Cover transport receptacles or carts. Tape covering.			
CLASS IV		All CLASS I, II, and III requirements AND * Seal holes, pipes, conduits, and punctures appropriately. * Construct anteroom and require all personnel to pass through this room so they can be vacuumed using a HEPA vacuum cleaner before leaving work site or they can wear cloth or paper coveralls that are removed each time they leave the work site. * All personnel entering work site are required to wear shoe covers.			
WATER INTRUSION					
W-1		* Identify and remove source of water intrusion. * Contain water to limited area. * Protect components, furnishings, etc. from direct contact with water. * Extract water from all locations impacted by water intrusion. * Determine actions to remediate and restore damaged materials. * Discard all unsalvageable contents and furnishings promptly.			
W-2		All W-1 requirements AND * Block off and seal supply and return air vents. * Redirect and restrict access to affected areas to minimize cross contamination from affected areas. * Evacuate high or highest risk patients from area. * Protect or remove contents in the area from direct contact with water. * Remove solid matter and extract water from all impacted locations. Vacuums must be equipped with HEPA filters. * Decontaminate damaged hard surface materials with approved disinfectant to reduce microbial load. * Discard all highly absorbent, saturated materials promptly without cross contaminating unaffected areas. * Determine actions needed to remediate and restore damaged and/or contaminated materials.			
W-3		All W-1 and W-2 requirements AND * Discard all absorbent, saturated materials promptly. * Decontaminate sewage-damaged hard surface materials with approved disinfectant to reduce microbial load. * Remove all damaged porous materials. * Determine actions needed to complete remediation.			
MOLD MANAGEMENT					
M-1		* Identify and remove any source of water intrusion. * Remediation must be performed by appropriately trained staff using respiratory protection and PPE. * Restrict access to and keep work area unoccupied. * Use work practices that minimize mold disturbance. * Remove contaminated materials from building in sealed plastic bags. * Dispose of moldy materials in exterior dumpster. Bag shop objects in a manner that prevents puncture. * Remedial worker egress should be thoroughly cleaned and left dry and visibly free from contamination.			
M-2		All M-1 requirements AND * Restrict access to and keep work area unoccupied, seal unused doors with plastic. Place tacky mats at exit to prevent transporting mold and debris outside the area. * Use HEPA vacuum to capture airborne dust, if generated. * Remedial worker egress should be HEPA vacuumed, cleaned with detergent and left dry and visibly free from contamination.			
M-3		All M-1 and M-2 requirements AND * Clean, wet wipe, and HEPA vacuum and remove all movable objects from work area. * Clean supply and return air grills with HEPA vacuum. * Seal ventilation ducts/grills with plastic and duct tape. * Remove contaminated materials in sealed plastic bags and clean outside of bags with HEPA vacuum and wet wiping. * Work area barriers and egress should be HEPA vacuumed, cleaned with detergent and left dry and visibly free from contamination. * Remove barrier materials carefully to minimize spreading of dirt and debris associated with mold removal.			
M-4		All M-1, M-2, and M-3 requirements AND * Remediation must be performed by appropriately trained staff using full-face respiratory protection and PPE. * Restrict access to and keep work area unoccupied, completely seal work area with plastic sheeting and duct tape. * Use exhaust fan with HEPA filter to create negative air pressure, maintain airlocks and decontamination room. * Remove contaminated materials in sealed plastic bags and clean outside of bags with HEPA vacuum. Wet wipe bags in the decontamination chamber prior to transport area outside building. * Contained area and decontamination room should be HEPA vacuumed and cleaned with damp cloth prior to removal of isolation barriers. * Maintain containment and negative pressure until adequate cleaning is validated and all visible dust is removed.			
M-5		All M-1, M-2, M-3, and M-4 requirements AND * Remediation should be conducted by qualified contractor or fully trained VMC staff using full respiratory protection and PPE. * Securely seal (isolate) affected HVAC section to ensure no air movement in the affected area. * Cover work area with plastic and seal with duct tape. * Use dust suppression methods during remediation. * Remove all mold growth supporting materials that cannot be cleaned. Seal in plastic bags and dispose promptly in exterior dumpster. * Transport debris during hours of least activity and along the most direct, least congested route. * Clean work area and surrounding area with HEPA vacuum, damp cloth and/or mop and detergent solution. * Area should be left dry and visibly free from contamination. * For areas >30 feet, in addition: Use plastic sheeting to completely isolate work area HVAC, use HEPA filter exhaust fan to create negative pressure, and strongly consider dismantling and disposal of all duct work with significant growth.			
Additional Requirements:					
Permit Requested By:			Date:		
Permit Authorized By:			Date:		
Notes/Extensions:					

EXHIBIT I DESIGNATION OF SUB-CONTRACTOR

Contractor shall completely fill in the form below for each subcontractor that will be used. A subcontractor is one who: (1) performs work or labor; or (2) provides a product or service to the Contractor; or (3) specially fabricates and installs a portion of the Work according to the Plans and Specifications.

Contractor shall assume full responsibilities for the actions, omissions and errors of subcontractors listed below. No change in subcontractor shall be permitted, after award, without prior approval from the County Procurement Department Contracts Administrator or his/her designee.

Changes in subcontractors without prior written consent from the County Procurement Department Contracts Administrator or his/her designee can result in the cancellation of the contract.

BUSINESS NAME AND
LICENSE NUMBER OF
SUBCONTRACTOR

COMPLETE ADDRESS
AND TELEPHONE NO.

SPECIALTY

SIGNATURE BLOCK (*Signature Block must be completed in **ink** & changes must be **initialed**.*)


Contractor's Signature:  _____ Date: 9/28/2022
DocuSigned by: CCF546A7C71B426
 Contractor's Name & Title (Print): Willard McCune _____ Total Service Manager

EXHIBIT J
COUNTY OF SANTA CLARA HOLIDAYS

New Year's Day

January 1 (or the Friday before if the 1st is on a Saturday,
or the Monday following if the 1st is on Sunday)

Martin Luther King Day

Third Monday of January

President's Day

Third Monday of February

Cesar Chavez Day

March 31 (or the Friday before if the 31st is on a Saturday,
or the Monday following if the 31st is on Sunday)

Memorial Day

Last Monday in May

Juneteenth

June 19 (or the Friday before if the 19th is on a Saturday,
or the Monday following if the 19th is on Sunday)

Independence Day

July 4 (or the Friday before if the 4th is on a Saturday,
or the Monday following if the 4th is on Sunday)

Labor Day

First Monday in September

Indigenous Peoples' Day

Second Monday of October

Veterans' Day

November 11 (or the Friday before if the 11th is on a Saturday,
or the Monday following if the 11th is on Sunday)

Thanksgiving Day

Fourth Thursday of November

Thanksgiving Friday

Friday after Thanksgiving Day

Christmas Day

December 25 (or the Friday before if the 25th is on a Saturday,
or the Monday following if the 25th is on Sunday)

EXHIBIT K
SOURCEWELL AGREEMENT #030421-CTL

030421-JHN



Solicitation Number: RFP #030421

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Johnson Controls Fire Protection LP, 6600 Congress Ave., Boca Raton, FL 33487-1213 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Facility Security Systems, Equipment, and Software with Related Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires April 22, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship for a period of one year for Equipment and Products and ninety days for Services. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Vendor will deliver its standard terms and conditions for monitoring services, and its standard terms and conditions for the scope of all task orders, to be incorporated in transaction documents with the Participating Entity. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcwell-assigned contract number in the memo; and must be

mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of negligence or willful misconduct in the performance of this Contract by the Vendor or its agents or employees for third-party injury or death to person(s) or property or caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Vendor will not be liable for indirect or consequential damages.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article.

Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
- c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less

broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

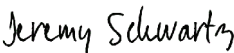
and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.


22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.


Sourcewell

Johnson Controls Fire Protection LP

DocuSigned by:

C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
4/20/2021 | 1:07 PM CDT
Date: _____

DocuSigned by:

17A8A69F65B84E6...
By: _____
Tracy Long
Title: VP & GM Fire BSNA
4/30/2021 | 5:25 PM CDT
Date: _____

Approved:

DocuSigned by:

7E42B8F817A64CC...
By: _____
Chad Coauette
Title: Executive Director/CEO
4/30/2021 | 5:36 PM CDT
Date: _____

RFP 030421 - Facility Security Systems, Equipment, and Software with Related Services

Vendor Details

Company Name: Johnson Controls Fire Protection LP
Address: 6600 Congress Ave
Boca Raton, Florida 33487-1213
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Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Johnson Controls Fire Protection LP	*
2	Proposer Address:	6600 Congress Ave, Boca Raton, FL 33487-1213	*
3	Proposer website address:	www.JohnsonControls.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Tracy Long, VP & GM Fire BSNA 6600 Congress Ave, Boca Raton, FL 33487-1213 tracy.long@jci.com 773 668 7261	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Tom Staves, Cooperative Program Manager 705 Digital Drive, Suite N, LINTHICUM HEIGHTS, MD 21090-2267 Thomas.Staves@JCI.com 443-676-8813	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Mary Alexander, National Sales Manager Mary.Alexander@jci.com 2622269808	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Johnson Controls Fire Protection (JCFP) formerly known as SimplexGrinnell is a leading provider of fire protection and life safety systems and services. JCFP is a world-class organization that combines the strength, heritage and excellence of two longtime industry leaders – Simplex Time Recorder and Grinnell Fire Protection.</p> <p>Simplex and Grinnell were widely respected for their technology, their expertise, their service organizations, and their ability to deliver at the local level. Now all of those resources and competencies are available from one unified organization. JCFP offers customers an unprecedented array of best-in-class fire protection systems and services that protect people and property and improve workforce management.</p> <p>The formation of Johnson Controls Fire Protection followed the January 2001 acquisition of Simplex by Tyco International Ltd., a diversified manufacturing and service company that merged Simplex Time Recorder with Grinnell Fire Protection to form SimplexGrinnell. Operating with over 11,000 employees, Johnson Controls Fire Protection can protect virtually any building – from schools, universities, hospitals, malls, and restaurants to airports, sports stadiums, apartment complexes, movie theaters, and industrial, commercial, and government facilities.</p> <p>On September 2, 2016, SimplexGrinnell's parent company Tyco International was merged with Johnson Controls and SimplexGrinnell LP's name was changed to Johnson Control Fire Protection LP. The merger created a new global leader in</p>	

		<p>building products and technology as well as integrated solutions and energy storage.</p> <p>Johnson Controls Values:</p> <p>INTEGRITY FIRST: We promise honesty and transparency. We uphold the highest standards of integrity and honor the commitments we make.</p> <p>PURPOSE LED: We believe in doing well by doing good and hold ourselves accountable to make the world a better place through the solutions we provide, our engagement in society, the way we do business, and our commitment to protect people and the environment.</p> <p>CUSTOMER DRIVEN: We win when our customers win. Our long-term strategic relationships provide unique insights and the ability to deliver exceptional customer experiences and solutions.</p> <p>FUTURE FOCUSED: Our culture of innovation and continuous improvement drives us to solve today's challenges while constantly asking 'what's next.</p> <p>ONE TEAM: We are one team, dedicated to working collaboratively together to create purposeful solutions that propel the world forward.</p> <p>The new Johnson Controls paints an impressive picture, with 130+ years of innovation and over four million customers. Simplex was founded in 1894 by the inventor of the first practical time clock and was operated as a privately held company for more than a century. Grinnell was established in 1850, and its capabilities grew to encompass design, engineering, manufacturing, and installation, as well as system integration, maintenance, and inspection services.</p> <p>Johnson Controls offers best-in-class technologies, products, installation, and service capabilities across building management, fire, security, sensors/controls, HVAC, industrial refrigeration, and energy storage solutions. Our offering includes total support for all fire alarm, fire detection, fire protection, integrated security, HVAC, Building Controls, healthcare communications, and sound/communications needs. Our capabilities include design, engineering development, integration, installation, project management, programming, testing, commissioning, training, warranty support, and post-warranty service. Our Technicians are highly trained and use state-of-the-art test equipment to ensure high-quality results and are trained to perform related repairs, in addition to inspections and responding to emergency maintenance requirements. Our life safety services are "Best-Value" for the following reasons:</p> <p>Specialized inspection teams trained to identify and correct problems before they occur, thus preventing costly nuisance alarms and unnecessary downtime.</p> <p>Experienced technicians ensure that repairs are done right and in a timely manner.</p> <p>Standardized reporting and documentation.</p> <p>Customized service plans to meet any customer's needs.</p> <p>Our organization provides local support from our North American network of over 150 local offices in the United States and Canada. Each office functions as a "one-stop-shop" providing parts, supplies, and equipment specific to each of the clients it serves. Additionally, Johnson Controls has a Warehouse in Atlanta, Georgia. Staffed with approximately 250 full-time personnel, our team ensures orders are filled promptly. This 240,000 square foot facility stocks extensive inventories of all of the products sold by legacy Tyco International companies, including Simplex fire alarm panels and peripherals, Grinnell and ANSUL fire suppression products, SoftwareHouse, Exacq, Kantech, DSC, and American Dynamics security equipment, and all brands of Nurse Call solutions offered currently or in the past. The warehouse ships an average of over 12,000 orders a month, some 6,000 plus items each month are shipped to Johnson Controls offices.</p>	*
8	What are your company's expectations in the event of an award?	<p>Johnson Controls expects to build upon our previous contracts successes. We are looking to add additional personnel to our corporate sales team to manage field training, business development, and direct sales. An annual budget has been submitted to assist in the development of additional collateral and E-marketing campaigns and plans to attend local/ regional trade shows to promote our participation in the program.</p>	*

9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Johnson Controls Fire Protection LP is a wholly-owned indirect subsidiary of Johnson Controls International plc, a publicly owned company listed on the New York Stock Exchange (ticker: JCI). As a wholly-owned subsidiary, Johnson Controls Fire Protection's financial results are consolidated in the financial statements of Johnson Controls International plc. In Fiscal Year 2020, Johnson Controls saw net revenue of \$22.3 billion with positive cashflow. Johnson Controls enjoys a strong balance sheet with \$10 billion in assets against \$8.2 billion in total liabilities. Total shareholders' equity was \$17.4 billion for FY 2020. We have provided the Johnson Controls 2020 Annual Report, credit and bond ratings, letters of credit, and detailed reference letters	*
10	What is your US market share for the solutions that you are proposing?	<p>Market share information is provided below for the Fire Products and Fire Services markets of Johnson Controls International, the parent company</p> <p>The worldwide leader in market share for Fire Services (7%). No other company has attained greater than 9% of the market share.</p> <p>America's leader in market share for Fire Services (8.3%). No other company has attained greater than 6% of the market share.</p> <p>America's leader in market share for Fire Products (12.3%). No other company has attained greater than 10.5%.</p> <p>Security Integration greater than 5% Share Of Global Market</p> <p>One of the top 6 in the Chiller market with 15% of the market share.</p> <p>One of the top 6 in the Building Automation and Controls market with 5% of the market share.</p>	*
11	What is your Canadian market share for the solutions that you are proposing?	<p>Market share information is provided below for the Fire Products and Fire Services markets of Johnson Controls International, the parent company</p> <p>The worldwide leader in market share for Fire Services (7%). No other company has attained greater than 6% of the market share.</p> <p>America's leader in market share for Fire Services (8.3%). No other company has attained greater than 6% of the market share.</p> <p>America's leader in market share for Fire Products (6.3%). No other company has attained greater than 5.0%.</p> <p>Security Integration greater than 5% Share Of Global Market</p> <p>One of the top 6 in the Chiller market with 15% of the market share.</p> <p>One of the top 6 in the Building Automation and Controls market with 5% of the market share.</p>	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Johnson Controls has never petitioned for bankruptcy protection.	*

13	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Johnson Controls is a reseller and service provider of fire and life safety products and systems. Our parent company, Johnson Controls owns and operates a number of industry-recognized product manufacturers such as Simplex brand fire alarm systems, Software House Access control, etc. Johnson Controls has factory-direct access to these products and related services.</p> <p>Johnson Controls is a longtime leader in life safety and property protection. Our roots in fire protection are extraordinarily strong and deep, reaching all the way back to the late 1800s. Today we serve over two million customers in the United States and Canada, providing a comprehensive array of fire alarm, fire sprinkler, fire suppression, integrated security, sound and communications, and nurse call systems and services. We deliver our industry-leading solutions in buildings and environments where life-safety protection is absolutely vital – from schools, universities, and hospitals to commercial properties, industrial buildings, and government facilities. Unlike manufacturers who rely on independent dealers, we serve customers directly, through an outstanding management support team, 1,000+ NICET-certified technicians, 1,000 CFAA-trained technicians, 150 company-owned offices, and 7,500+ service trucks. In everything we do, our collective organization strives to keep people and property safe.</p> <p>Johnson Controls is a reseller and service provider. Johnson Controls designs and manufactures integrated systems to detect intrusion, control access, and react to movement, fire, smoke, flooding, environmental conditions, industrial processes, and other hazards. In addition, Johnson Controls designs and manufactures fire detection, fire sprinkler, fire suppression, emergency communications, and nurse call systems in both new and existing facilities. Our sales and service forces are internal to our respective organizations. All sales personnel are direct hires of our organizations. Except where subcontractors are concerned, all service employees are also direct hires.</p>
14	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Johnson Controls is qualified to do business in all 50 US states with over 10,000 employees. Regarding contractor & business licensing, Johnson Controls Fire Protection currently operates from more than 120 offices across North America and holds over 2,300 separate required licenses related to Fire Protection & Security Services.</p> <p>Licenses</p> <p>We have provided a listing of the licenses held. Please note:</p> <p>Not all licenses have an expiration date for reasons such as they are individual licenses or licenses that are paid by our local District Offices.</p> <p>Some licenses have expired dates because there are licenses that are no longer needed or they are being renewed by the local office or Tax department</p> <p>Licenses that have a License ID with APPL-*** are new licenses that we recently applied for and/or application was submitted and a license was never issued. Some jurisdictions require our organization to be registered and do not send any type of license confirmation.</p> <p>Certifications</p> <p>Professional certification says a lot about a company and an individual. It means you've invested the time to better yourself. That you care about the work you do. And that you've raised the bar for everyone in the industry. Certification isn't an easy process; the programs are run by independent, third-parties. You can't charm your way in or curry favor with sponsorships; you have to prove yourself. Certification means something in our industry and is used as a benchmark of the people who work in life safety.</p> <p>UL Certification</p> <p>Underwriter Lab (UL) is a safety science company that certifies, validates, tests, inspects, audits, advises, and trains. The requirement for UL system certification varies by area, even within the same state. The process of every aspect of a fire system, extending beyond the usual codes and standards. For example, when a fire system is installed, UL certification would involve very specific documentation and</p>

verification process: documenting each piece of equipment, ensuring that each piece bears a UL sticker and is a listed product; confirming the number and color of wires, and so on.

Other UL certifications apply to our district or regional offices and must be renewed yearly. These address areas with a lower incidence of false alarms because systems are being installed and maintained properly. UL certification simply makes systems better for our customers and our company is audited by UL every three years to help ensure a quality program.

Johnson Controls also has UL-certified products ranging from smoke detectors for special applications to Central Station protective signaling devices.

NFPA Certification

NFPA (National Fire Protection Association) certification puts an individual into an elite group with exceptional and extraordinarily comprehensive knowledge. NFPA's Certified Fire Protection Specialist (CFPS) program is extremely challenging and a limited number of individuals worldwide have been certified. We have NFPA-certified resources on staff, ranging from technicians to managers, who can offer their expertise to our employees company-wide.

NFPA does not write codes or standards themselves; they facilitate all-volunteer committees of fire safety professionals who represent all aspects of the industry: enforcers such as AHJs; installers, engineers, owners, and maintenance technicians. The NFPA guides the discussions, bringing the volunteers together to review industry activity and work to reach consensus to develop codes.

Johnson Controls Fire Protection is proud to have numerous volunteers working to improve fire safety via NICET committees. It keeps us on the cutting edge of industry changes and helps us drive improvements that better the life-safety industry. We think of safety first, always, voting for new codes even if it will require us to change our products to comply.

NICET Certification

Our top-quality service workforce includes over 1,700 NICET-certified technicians and that number grows every year. NICET (National Institute for Certification of Engineering Technologists) is significant in our industry. Individuals test based on their area(s) of life-safety disciplines, such as fire alarm systems, sprinkler design, sprinkler inspector, inspection and testing of water-based systems, special hazards suppression systems, water-based layout, audio systems (for low-voltage communications such as public address and sound-reinforcement systems), video security systems designer/technician (a security certification). Individuals are certified as they pass different levels of testing, with one to four levels per discipline: beginner, intermediate, advanced, and expert. Each level can involve dozens of tests.

Our company's focus on helping our workforce train for, test, and achieve NICET certification improves our ability to safeguard your people and property. Our workforce includes NICET-certified technicians in every state where certification is required, but we also strongly recommend certification for all of our technicians. The bottom line? We have high-caliber people who take their jobs seriously and we support them during their continuous efforts to advance their skills. It's part of our commitment to always bring you the best in fire and life-safety protection.

SAFETY Act Certification

Johnson Controls Fire Protection passed the rigorous review of the U.S. Department of Homeland Security to earn certification for our security, fire, and life-safety systems integration services under the SAFETY Act (Support Anti-Terrorism by Fostering Effective Technologies). It provides incentives for companies to develop and deploy anti-terrorism technologies without fear of excessive liability in the event of a terrorist attack on U.S. soil. The Act creates certain liability limitations for "claims arising out of, relating to, or resulting from an act of terrorism" where qualified anti-terrorism technologies or services have been employed. In effect, providers that have their technologies and services certified under the Act, such as Johnson Controls Fire Protection, can receive significant liability protection against third-party claims that may arise out of an act of homeland terrorism.

More importantly, the Act extends these same benefits to our customers, giving them

		access to legal liability protections in the event of a terrorist attack on U.S. soil. If a customer using Johnson Controls Fire Protection Security, Fire and Life-Safety Systems Integration services suffer damages from a homeland terrorist attack, that business or institution can be given legal liability protections against civil claims.	
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Johnson Controls has been in business for well over 100 years and operates from about 120 offices in all North America. To the best of our knowledge and information, neither company, as a corporate entity, nor any of its branch or satellite offices have been suspended or debarred by any federal, state, provincial, or municipal public agency.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
16	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>Our organization participates in a wide range of activities and has been recognized in several unique areas. The following information highlights some key examples.</p> <p>SUSTAINABILITY AND CORPORATE SOCIAL RESPONSIBILITY</p> <p>2019 World's Most Ethical Company</p> <p>12 selections since 2007 (March 2020, selected for the 13th time)</p> <p>Ethisphere Magazine</p> <p>100 Best Corporate Citizens, 2019</p> <p>Transparency and social responsibility, since 2006</p> <p>Corporate Responsibility Magazine</p> <p>2019 Best Corporate Citizens</p> <p>Community involvement, environmental impact, and fair employee treatment.</p> <p>Forbes Magazine</p> <p>Change the World, 2018</p> <p>Companies that are doing well by doing good</p> <p>Fortune Magazine</p> <p>AAA Rating</p> <p>Environmental, social, and governance</p> <p>MSCI Socially Responsible Indices</p> <p>Carbon Clean 200</p> <p>Biggest public companies ranked by green energy revenues</p> <p>Corporate Knights and As You Sow</p> <p>Energy Star Most Efficient 2020</p> <p>Most efficient products</p> <p>Energy Star</p> <p>Environmental Leader Project of the Year</p> <p>For partnership with The University of Hawai'i (UH) Maui College</p> <p>Environmental Leader and Energy Manager Today</p> <p>Top Project Judges' Choice Award</p> <p>for its impressive strides in sustainability and renewable energy</p> <p>Environmental Leader and Energy Manager Today</p>

Environment + Energy Leader 100

Terrill Laughton, VP, and GM of Energy Optimization and Connected Equipment

Environmental Leader and Energy Manager Today

INNOVATION

Johnson Controls Top 100 Global Innovators, 5-time winner

Most innovative corporations and institutions in the world, 2016, 2017, 2019, 2019, 2020

Clarivate Analytics

Overall IoT Company of the Year, 2020

Top companies, technologies, and products in the global Internet of Things (IoT) market

IoT Breakthrough

Most Intelligent Building – Corporate Headquarters (Bee'ah's new headquarters in the UAE)

optimize energy efficiency, make the best use of available space and help the building's occupants be more productive

Digie Award

QUALITY / PRODUCTS

Our organization participates in a wide range of activities and has been recognized in several unique areas. The following information highlights some key examples.

Humanitarian Award, 2019

Fire Commissioner's Humanitarian Award

Fire Department of the City of New York Foundation

Sustainability Product of the Year

The YORK® Mission Critical Direct Evaporative Cooling Air Handling Unit in the 2019 Sustainability Awards. The awards honor those who have made sustainability an integral part of their business practice.

The Business Intelligence Group

Edison Award

Environmentally Friendly Solutions sub-category of the Energy and Sustainability award category

The Edison Awards annually honor excellence in human-centered design and innovation

Five honors in the 2019 Brandon Hall Group Human Capital Management Excellence Awards

Innovative learning solutions and sales training programs that help improve the human capital management space, achieve results and provide meaningful careers

Brandon Hall Group

YORK® YHAU CGN Absorption Chiller – Heater

use of a natural refrigerant (water) that offers zero ozone depletion and global warming potential

New Products for Engineers

2018 IW Best Plants Winner, Norman OK plant

Operational excellence

		<p>Industry Week</p> <p>four 2019 World Class Briefing Awards</p> <p>for its excellence in management, planning, customer experience, and measurement</p> <p>Association of Briefing Program Managers</p> <p>Most Intelligent Building – Corporate Headquarters (Bee'ah's new headquarters in the UAE)</p> <p>Optimize energy efficiency, make the best use of available space and help the building's occupants be more productive</p> <p>Digie Award</p> <p>WORKFORCE DIVERSITY</p> <p>Grady Crosby, vice president of public affairs and chief diversity officer honored with the 2019 Business Champion award</p> <p>Commitment to creating a diverse and inclusive workforce</p> <p>African American Chamber of Commerce</p> <p>Top 50 Employers for Women Engineers, 2019</p> <p>Readers of Woman Engineer were asked to name the employers for whom they would most like to work or that they believe would provide a positive working environment for women</p> <p>Women Engineer</p> <p>50 Best Companies for Diversity</p> <p>Dec 2018</p> <p>Black Enterprise Magazine</p> <p>Top Employer – China, 2019</p> <p>For exceptional employee conditions, nurturing and developing talent throughout all levels of the organization and striving to optimize its employment practices and to develop its employees</p> <p>Top Employers Institute, China 2019</p> <p>Best of the Best for U.S. Veterans</p> <p>Top Veteran-Friendly Companies</p> <p>U.S. Veteran's Magazine</p> <p>2019 Sustainability Awards and Recognition does not include most recognition bestowed to specific locations and individual employees by organizations around the world for our employees' work to build a sustainable world and does not include sustainability indices to which Johnson Controls was named. This list is representative but not exhaustive of global sustainability honors and awards.</p>	
17	What percentage of your sales are to the governmental sector in the past three years	Approximately 20% yearly.	*
18	What percentage of your sales are to the education sector in the past three years	Approximately 16% yearly.	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>NASPO - \$15M (12 State Participating Addendums)</p> <p>State of New York - \$30M</p> <p>CMAS - \$4 M</p>	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>JCFP Holds (2) GSA Schedules for Product and Service Sales:</p> <p>FY2020 - \$14,124,120</p> <p>FY2019 - \$13,727,352</p> <p>FY2018 - \$15,430,404</p>	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Jackson Health System	Kenneth Robertson – Director of Procurement, Construction Services	305-585-7415 Kenneth.robertson@jhsmiami.org	*
Harbor Authority, Port of Los Angeles	Philip Hazelett	310-732-3346 phazelett@portla.org	*
Rio Rancho Public Schools	Chris Greeno	505-910-2668	*
Hofstra University	Bill Solin	516-463-5562	

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Jackson Memorial Hospital	Non-Profit	Florida - FL	Fire Alarm Upgrades & Maintenance PSA	PSA - \$1 M Annually Product / Installation \$1.5M Annually	\$7.5 M	*
Port of Los Angeles	Government	California - CA	Fire Alarm and Sprinkler System New & Upgrades & PSA	Depends upon scope of project. Typically, \$2M Annually	\$8 M	*
Denver International Airport	Government	Colorado - CO	DIA Expansion FAS	Depends upon scope of projects.	\$9 M	*
CSU System	Education	California - CA	Service, Upgrades, New Systems	Depends upon scope of projects.	\$6.5 M	*
Milwaukee County Jail	Government	Wisconsin - WI	Cameras, Access Control, Service	Depends upon scope of project.	\$1.3 M	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
23	Sales force.	Johnson Controls employs over 2,000 full-time sales professionals; 750 of these individuals are focused on selling contracting work and larger projects in our managed account portfolio. The balance of our sales force is oriented to selling service contracts. Each of our 120 offices has a mix of contracting and service-oriented salespeople. The size of the market depends on the sales staff size and alignment to the market.	*
24	Dealer network or other distribution methods.	Our team has factory-direct access to the leading fire alarm, fire suppression, sprinkler, HVAC, and security products via the Johnson Controls family of products. These include: Metasys York Tyco Simplex Fire Alarm Systems	

Ansul Fire Suppression Systems
 Hygood Fire Suppression Systems
 Neuruppin Fire Extinguishers
 Pyro-Chem Fire Suppression Systems
 SKUM Foam Firefighting Products
 Grinnell Sprinkler Components
 American Dynamics CCTV Systems
 Exacq IP Video Surveillance Solutions
 DSC Security Products
 Illustra Cameras
 Proximex Physical Information Management Systems
 Software House Access Control Systems
 Kantech Access Control Solutions
 Scott Life Safety Products
 CEM Security Management Solutions
 Bentel Security and Fire Control Systems
 Visonic Wireless Alarm Systems
 EZ Care Nurse Call Products
 Sensormatic
 Executone Nurse Call Systems
 Zettler Nurse Call Systems

 We also have national agreements with today's leading life safety manufacturers to facilitate integration of their products into our customers' life safety systems. These include, but are not limited to:
 Kidde Fire Extinguishers
 Marioff
 Aimetis
 Axis Communications
 BCDVideo
 Cisco
 Milestone
 Pelco
 American Signal Corporation
 Arecont Vision
 Assa Abloy DSS
 AtHoc (Desktop Alerts, System Integrations)
 Automatic Control Systems
 Code Blue

		Commend	*
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Cooper Notification - WAVES

Dell

DVTel

Dynalock

Fargo

Firetide

FLIR (Thermal Imaging)

HES (Strikes)

Hewlett Packard via Burgess Computer Decisions

HID Corp.

Inova Solutions

Interlogix - International Fiber Systems

Intransa

IQInvision#

Keyscan (Canada Only)

L1 Identity Solutions

Mate Intelligent Video

Middle Atlantic Products

Milestone

OnSSI

Pivot 3

S2 Security Systems

Salient Systems

Schneider Electric (Continuum)

Securitron

Sielox

Sony

Talk-A-Phone

Tomsed

Ultra MagiCard/ Ultra Electronics

UTC Fire and Security - Facility Commander Wnx

UTC Sentrol

Vicon

VideoIQ#

Winsted

Rauland

Tektone

		<div>Valcom</div> <div>Versus</div> <div>Vocera</div> <div>Emergin</div> <div>Ascom</div> <div>Heritage</div> <div>Lenel</div>	
25	Service force.	<p>Johnson Controls owns and operates over 120 district offices across North America, instead of a dealer network. Our offices are centered around major metropolitan areas. This allows our 2,000 sales professionals to focus 100% of their attention on meeting the fire and life safety equipment and service needs of our clients and potential clients surrounding these areas.</p> <p>Johnson Controls self-performs all service work for the fire and life safety systems contemplated by this RFP. Across North America, our services organization is staffed by more than 9,000 technicians, installers, and other professionals. Through this organization, our team provides 24/7 emergency service and brings customers unrivaled knowledge and expertise in designing, engineering, installing, testing, inspecting, maintaining, servicing, and supporting fire detection, fire suppression, and other life safety systems.</p>	*

26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Service</p> <p>We made this change to centralized services to improve our customer service experience. We have benchmarked ourselves against other companies and we determined that a centralized dispatching approach will help us deliver a better, more consistent service experience. The change to a centralized model will help us to better communicate with customers throughout the duration of the service request. We'll be able to better leverage technology and a standard business process to keep the customer informed. The local office will still be responsible for executing the service work with our local technicians, and in fact, will be better able to concentrate our efforts on ensuring customers receive the high-quality service they expect and deserve. All inspection-related service work will be coordinated and scheduled with the local office.</p> <p>Cooperative Communication Standards</p> <p>PREMIER</p> <p>EMERGENCY CALL System/unit is not operational and backup system/unit is not available. Life safety and property protection are non-existent or property assets are in imminent danger of significant damage.</p> <ul style="list-style-type: none"> • Technician will be dispatched within 3 hours unless a different time frame is required by applicable law <p>PRIORITY CALL System/unit is operational and maintenance or service work is required to maintain system/unit integrity.</p> <ul style="list-style-type: none"> • Technician will be on-site within 24 hours <p>THREE DAY SERVICE CALL System/unit is operational; general repair is required.</p> <ul style="list-style-type: none"> • Technician will be on-site within three (3) business days <p>SCHEDULED CALL System/unit is operational; planned appointment for inspection, maintenance, and/or service work.</p> <ul style="list-style-type: none"> • Technician will be on-site within fourteen (14) calendar days <p>ALL SERVICE RATES WILL BE BILLED ACCORDING To the Sourcewell Agreement, Local Branch Rates Less Discount</p> <p>The minimum charge for an Emergency and a Priority Call is 3 hours</p> <p>The maximum travel charge is 4 hours</p> <p>Overtime fees prevail before 7:00 AM or after 4:30 PM and double-time fees prevail on weekends and holidays</p> <p>Mileage – Standard rates apply for service calls calculated from branch to job site including truck Fees</p> <p>Contracting</p> <p>All Contracting opportunities (new equipment and installation) will be handled by the individual districts and local sales representatives who ultimately have the relationships with the NJPA clients. All quotes and pricing will be monitored by our compliance group and the National NJPA program manager to ensure 100% compliance.</p>	
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Johnson Controls will support all geographic areas and market sectors of the United States through the proposed contract. We will be offering and promoting an awarded contract to all NJPA member segments and verticals through the proposed contract.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Johnson Controls has sister companies available to support all geographic areas in Canada: Johnson Controls Canada LP and Tyco Integrated Fire and Security.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	All geographic areas will be fully serviced.	*

30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	All Sourcewell participating entity sectors will be fully serviced.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Johnson Controls operates offices located in HI, AK, and US Territories. There will not be any additional charges to service customers located within these areas unless they are more than our standard branch response area of 1 hours' travel from the nearest Johnson Controls office.	*

Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Our proposed Sourcewell marketing plan includes a coordinated effort between Johnson Controls and Sourcewell. We will continue to market the Sourcewell program both internally and externally via our corporate websites. Brochures will be dispensed in both hard copy and electronic format. Our team's National Sales Manager, Mr. Tom Staves, will continue to oversee the program. Mr. Staves will be responsible for driving growth. He will be assisted by the following personnel who have also been supporting Sourcewell in the past. The following sales personnel will assist with the training, promotion, and direct sales to Sourcewell clients:</p> <p>Ms. Mary Beth Alexander - New Hire (March 2021)</p> <p>Hayley Nitschke - Marketing</p> <p>The Sourcewell Logo will be added to tradeshow banners and promoted locally and nationally via numerous tradeshows our personnel attends throughout the year. We will continue to promote Sourcewell via our website. We will also distribute a form to clients. The form will be used to request additional information or schedule a meeting with a sales representative.</p>
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>We use a variety of electronic platforms to ensure contract awareness and to continually educate customers on life safety in general. Some current updates that are in process include; having a strong digital component to our advertising program that includes pay-per-click advertising. Online banner advertising, e-newsletters, links to JohnsonControls.com from key websites. We continue to make significant investments in redesigning our website and implementing marketing automation software that integrates with salesforce.com.</p> <ul style="list-style-type: none"> • Update our existing customer database files for known Sourcewell members • Continuous refresh/updates to the Internet (as stated, there will be a dedicated page to Sourcewell) • Conduct Emailer campaigns • We have launched a very successful webinar series "Learn from the Leader" that takes on a new industry-related topic once per quarter. Free for all that attend. • All Sourcewell customers will have access to Service Channel. A dedicated secure portal where inspection reports, will be uploaded, service calls can be placed, and can even check on the time until the technician arrives. • Will promote via newsletter and corporate announcement
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Johnson Controls Fire Protection has had tremendous success with our previous Sourcewell awards. As you see we have many of the same customers still with us under Sourcewell and have greatly expanded the program. We continue to make improvements and build upon past successes and learn from our experiences. Affiliated companies including Johnson Controls Security Solutions, Johnson Controls Inc, Johnson Controls Canada LP and Tyco Integrated Fire and Security have the benefit of working from procedures that have been established by Johnson Controls Fire Protection.</p> <p>Our team is driven to provide efficient public service through our national contract purchasing solutions and other related programs. We are only able to do this as we work together; creating a unified purchasing alliance that is valued by both Sourcewell Members and contracted suppliers.</p> <p>We understand our sales staff will be responsible for the majority of the marketing responsibilities for this contract. We are positioned to continue to work together to support a wide range of Sourcewell clients.</p>
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Most of our products are designed, developed, and integrated to meet specific customer needs. We are able to include select suppression products (fire extinguishers) and other off-the-shelf products using this ordering method.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Our team offers a variety of training programs suited to meet every aspect of the customer's needs/request. Depending upon the type of system sold, customer training is part of the original submittal. For instance, security systems are typically sold with an extensive training entre that commences upon system acceptance. Fire Alarm systems generally have operational training included with the sale of a new panel/system.</p> <p>Our team offers the following types of customer training for all types of systems Security, Fire Alarm, Sprinkler, and Suppression).</p> <p>Onsite – Operational</p> <p>Onsite – Customer Assisted Inspections</p> <p>Off-Site – Maintenance Factory Certified Training</p> <p>Most of the onsite training can be provided at minimum to no cost, though this depends on the requirements of the training syllabus. For instance, some customers require operational training to be videotaped for future reference, etc.; this would be an additional charge. All offsite training would be at an additional charge though some program attendee's only need to pay for their hotel and transportation as actual training is free. There is a variety of programs, which depends on the overall need and how much training the customer wants to receive as this ultimately determines the cost.</p>
37	Describe any technological advances that your proposed products or services offer.	<p>Johnson Controls is the world's largest pure play life safety systems provider in the industry. As such, Johnson Controls is dedicated to being on the cutting-edge of today's fire and life safety technology. We recently introduced Open Blue Platform to support our customers.</p> <p>The new services suite, available starting from October 2020, integrate touchless technology, sophisticated ventilation and sanitization systems as well as a flexible infrastructure into digital offerings. This allows a comprehensive range of HVAC, Fire Protection, and Security services to be monitored and managed remotely throughout normal, emergency, and pandemic circumstances.</p> <p>OpenBlue is a complete suite of connected solutions that serves industries from workplaces to schools, hospitals to campuses and more. This platform includes tailored, AI-infused service solutions such as remote diagnostics, predictive maintenance, compliance monitoring, advanced risk assessments and more. A dynamic new space from Johnson Controls, OpenBlue is how buildings come alive.</p> <p>This Highly tailored services for fire protection and security use data-driven insights to support better planning and decision-making, enhanced productivity and optimized performance. OpenBlue technology powers service the way you want it, with options including predictive maintenance, remote diagnostics, and advanced monitoring.</p>

38	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>At Johnson Controls, we’ve been dedicated to protecting the environment since our invention of the electric thermostat in 1885, which provided a fundamental shift in the energy efficiency of buildings. Now, all over the world, our products and services empower customers and communities to consume less energy and conserve resources.</p> <p>Our Objectives</p> <p>Sustainability is an integral part of our vision and values. Our environmental efforts are conducted with the following objectives in mind:</p> <ul style="list-style-type: none"> • Supporting our company’s growth and exceeding our customers’ increasing expectations for more sustainable products and services. • Fostering a culture of sustainability that engages and attracts people who want to make a difference. • Improving our operational efficiency, including lowering costs and reducing the environmental footprint of our operations and supply chain. • Expanding engagement with our stakeholders on environmental issues, including leading in global partnerships that increase the scale of our sustainability impact. • Demonstrating our commitment from the top, including continued integration of sustainability into company goals and decision-making. <p>Our Accomplishments</p> <p>Across our organization, we seek to continuously improve in our environmental work. We’re proud and fortunate to have been included in more than 40 prestigious sustainability indexes in recent years.</p> <p>2020 World’s Most Ethical Company. Our 13th year in a row to be so recognized—a record only 7 companies worldwide have ever achieved.</p> <p>100 Best Corporate Citizens, 2020. We achieved the rank of #3 in our category and #18 overall among the 100 Best Corporate Citizens for 2020, for environmental, social and governance (ESG) transparency and performance. We were up against 1000 of the biggest companies in the US to achieve this ranking.</p> <p>MSCI AAA Status. This is Morgan Stanley’s sustainability index. Only 5% of companies achieve AAA.</p> <p>S&P 500 ESG Index. Even at a time when companies like Walmart, Twitter and Honeywell were dropped from the S&P index, we maintained our spot. We are included in the Dow Jones Sustainability Index as well.</p> <p>Here are just some of the reasons why we’ve received this recognition:</p> <ul style="list-style-type: none"> • From 2002 through 2017, we are proud to have reduced our energy intensity by 47 percent and our greenhouse gas intensity by 41 percent. • Our efforts align with the United Nations Sustainable Development Goals, a universal call to action to end poverty, protect the planet and ensure that all people enjoy peace and prosperity. • We always strive to do more, which is why in 2017 we adopted a new 2025 Sustainability Strategy. This strategy drives sustainability across our entire value chain by focusing on five areas: solutions, people, partnerships, performance, and governance. As part of this new strategy, we are committing to new, ambitious 2025 goals related to greenhouse gas emissions, energy, water, waste, safety, and diversity from a 2017 baseline.
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>We are unaware of Certification of an independent products, however Johnson Controls uses third-party software Process Map for our Environmental, Health and Safety Information System (EHSIS) to track environment, health and safety data from facilities worldwide. Data is reviewed routinely by qualified personnel, including the regular use of an internal audit process to check not only data in the system but also site-level checks of original records and other aspects. At times, we engage assistance from third-party environmental, health and safety and ISO consultants for site-specific audits. This includes using, for some sites, certified registrars to validate and certify our operations to various quality, environmental, six sigma and safety standards, e.g., ISO 9000, ISO 14001, OHSAS 18001. Additionally, filings with environmental, health and safety, and other regulatory agencies are routinely checked internally and by the applicable regulatory agency.</p>

40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>Johnson Controls is a leader in supplier diversity. Since 1993, we have spent more than \$22 billion with certified women- and minority- owned suppliers. Globally, we have included more than 300 diverse and historically underutilized companies into more than 30 product and service procurement categories to support our customer solutions.</p> <p>Johnson Controls' supplier diversity program is successful because of accountability, training, and supplier diversity processes that extend into our customer and supplier networks. Supplier diversity is approached as a discipline that is not confined to one department, geography, or an elite group of star performers. All of the operational, commercial, and advanced supplier diversity activities are tied together with standardized processes company-wide.</p>	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>At Johnson Controls, our vision is a world that's "safe, comfortable, and sustainable"—and our broad set of innovative security products and services focuses on what you need to make people, facilities, and assets safe.</p> <p>Johnson Controls F leverages the world-class products and services of our affiliates, such as Ansul, Master Protection/FireMaster, Scott, York, Metasys, and Tyco Security Products. Serving a geographic area that covers all of North America, Johnson Controls is committed to being a single-source provider that delivers unequalled customer service. Johnson Controls features a number of distinguishing competencies:</p> <ul style="list-style-type: none"> • Highly reliable, technologically advanced fire, life safety, integrated security, communications, and workforce management systems and services. • A network of company-owned offices across North America with high-quality systems and consistent services at the local level. <p>Johnson Controls Benefits Include:</p> <p>An Experienced Partner. Johnson Controls' industry expertise spans key vertical markets, including Healthcare, Higher Education, Utilities, Industrial, Manufacturing, Transportation, and Government.</p> <p>Global Resources. Johnson Controls offers local, in-market expertise with regional, national, and global support networks. These networks share resources to support our client's needs and requirements.</p> <p>Best Practices. Our organization seeks to make strategic investments that result in continuous product innovation backed by patent protection.</p> <p>Strategic Plan. Johnson Controls' business model is designed to minimize project risks, preserve our client's profits, and automate efficiencies. By doing so, we gain real-time intelligence from a single, scalable platform capable of providing integrated solutions.</p> <p>Enhanced Services Capabilities</p> <p>Johnson Controls offers a suite of advanced connected life-safety services and technologies powered by OpenBlue. This suite is combined with our technicians' extensive industry knowledge and training to help ensure improved performance and reliability, code compliance, and operational efficiency of customers' fire and life-safety systems.</p> <p>Continuous monitoring and diagnostics enabled by IoT connectivity with a cloud-based platform</p> <p>Field data acquisition enabled by non-intrusive diagnostic technologies and trending analytics</p> <p>Rapid response and issue resolution through Remote Service Support</p> <p>Predictive Diagnostics to diagnose deficiencies and extend equipment life</p> <p>Connected systems providing automatic notifications to helping prevent system failures</p> <p>24/7 monitoring and live advisory support</p> <p>Preventative maintenance for enhanced system performance and false alarm reduction</p> <p>Xaap (SaaS) solution that provides a centralized platform for building compliance data</p>	*

Table 9: Warranty/Performance Standards or Guarantees

Describe in detail your manufacturer warranty program or performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty or performance materials (if applicable) in the document upload section of your response in addition to responding to the

questions below.

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	Our warranty structure is set forth to protect our clients against faulty products installed by or workmanship completed by our personnel. Our warranties cover all products, parts, and labor associated with the Johnson Controls Fire Protection LP installed or serviced system.	*
43	Describe any performance or service standards or guarantees that apply to your solutions (policies, metrics, KPIs, response times, up-time guarantees, etc.).	A schedule of values is provided with each proposal that provides details of the service or product being provided, outlines timelines, billing, and responsible parties. There are standard communication and response time protocols (See Documents)	*
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	There are no usage limitations in our warranty system for Johnson Controls Fire Protection LP installed or serviced systems.	*
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Technician travel time and mileage to perform warranty repairs are covered under our warranty program.	*
46	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Due to the presence of our company-owned district offices throughout North America, we are not aware of any geographic region where we cannot provide warranty repair services.	*
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	As indicated above, our policy states we will warranty a system installed by our technicians for a period of 1 year from the date of the customer beneficial use. Service parts carry a 90 day warranty from the date of installation by a qualified technician. Different manufacturers may offer their own equipment warranties that cover the replacement cost of specific system components.	*
48	What are your proposed exchange and return programs and policies?	According to the specific terms of each client's agreement, we can exchange a faulty piece of equipment or system component under warranty for its current equivalent. Equipment that cannot be repaired, or that is part of a legacy system no longer supported, will be replaced at the client's request.	*
49	Describe any service contract options for the items included in your proposal.	<p>Johnson Controls offers a suite of advanced connected life-safety services and technologies powered by OpenBlue. This suite is combined with our technicians' extensive industry knowledge and training to help ensure improved performance and reliability, code compliance, and operational efficiency of customers' fire and life-safety systems.</p> <ul style="list-style-type: none"> • Rapid response and issue resolution through Remote Service Support • Predictive Diagnostics to diagnose deficiencies and extend equipment life • Connected systems providing automatic notifications to helping prevent system failures • 24/7 monitoring and live advisory support • Preventative maintenance for enhanced system performance and false alarm reduction • Xaap (SaaS) solution that provides a centralized platform for building compliance data <p>1-5 year plans are available. We cover parts and labor for normal wear and tear. We also offer preventative maintenance plans where we proactively test systems and provide detailed status reports on findings. These can be performed monthly, quarterly, bi-annually, or annually based upon your needs.</p> <p>Johnson Controls Maintenance Plan will distinguish between hardware and software preventive maintenance. In general, computer-skilled technicians perform software preventive maintenance, and hardware preventive maintenance is performed by our Maintenance Technicians. An important part of our maintenance approach is the incorporation of the individual security system's preventive maintenance requirements as specified by the original equipment manufacturer (OEM).</p>	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
50	What are your payment terms (e.g., net 10, net 30)?	Payment terms are Net 30 for all invoices. For contracting sales, a schedule of values will be outlined and agreed to regarding payment intervals throughout the installation process.	*
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	<p>It is the intent of Johnson Controls Fire Protection LP to utilize Sourcewell Approved Leasing Vendor NCL for potential financing of our Sourcewell opportunities.</p> <p>Our organization offers various financial solutions in an effort to remain focused on the financing needs of its customers. Program offerings include:</p> <p>Direct Purchase</p> <p>Fair Market Value (FMV) Purchase Option</p> <p>10% Purchase Option</p>	*
52	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	<p>Our team's sales representatives will meet with end-user customers and will develop a quotation. Throughout the process, there will be hooks in place to monitor the entire sales cycle, from initial contact to the closing of the individual sales. A lead program will be instituted that will track all Sourcewell opportunities. Our in-place "Salesforce.com" system will be used to track the sales process and will also be able to provide status updates in real-time. Also from an IT perspective, hooks will be in place to monitor overall program compliance and ensure that proper pricing and prevailing wages are being utilized.</p> <p>In order to process a completed sale, a Purchase Order or customer signature is required. Contract Sales will be entered by our local office sales personnel and the orders will be tracked within our in place "CPQ" system utilizing a Sourcewell Customer Account Classification Code. All service contracts will be handled by our cooperative centralization team.</p>	*
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	<p>Yes, customers can pay invoices through our online payment system. There is no additional cost to Sourcewell members for using this system. For security purposes, our organization does not accept credit card numbers over the phone. We request customers pay through the online payment portal.</p> <p>https://www.simplexgrinnellpayonline.com/. Payment can also be made online via the Customer Portal.</p>	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
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54	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Johnson Controls Fire Protection proposes to utilize line item pricing based upon sales of the previous year's top 50 Commercial Customers' sales per product family. Pricing for these line items is based upon the selling price. This analysis is performed annually, of the Top 50 Customers, the top and bottom 12.5% are dropped leaving 75% for computing the average for all contracting-related quotes. Johnson Controls Fire Protection proposes to keep the margins the same as in the current 031517-SGL award for (Contracting) New Systems and installation</p> <p>Sprinkler margin = 23.4 Electrical margin = 32.0 In-house Contracting labor will be based on NTE labor rates established within each of our local areas. Services will use a discount off of the local branch list sell price for PSAs, replacement service parts, and Labor Outside purchase products and labor will be Cost Plus.</p> <p>NOTE: JCFP would like to provide Sourcewell with notice that it is our intention to potentially be able to modify our pricing to a discount off of list methodology once our new quoting tool is 100% deployed and evaluated for compliance purposes. This methodology would align with our standard commercial sales practices.</p>	*
55	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	<p>We will provide Sourcewell clients with a discount that is 10% from that of local branch rates.</p> <p>Product pricing is based on our top 50 customers as stated previously. Local branch sales personnel need management approval to obtain rates equal to.</p>	*
56	Describe any quantity or volume discounts or rebate programs that you offer.	Volume discounts will be considered on a project-by-project basis. Most JCFP solutions are customized for each facility and do not qualify for volume discounts.	*
57	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	<p>Services For any non-standard offering, our team will quote using negotiated Sourcewell approved hourly labor rates and will be offered on a fixed price basis. For Outside Purchase products and labor, we will utilize an NTE 30% markup over invoiced cost.</p> <p>Contracting For any non-standard offering that does not have an associated line item price, we will provide at the approved current 031517-SGL Sourcewell margins: Sprinkler margin = 23.4 Electrical margin = 32.0</p>	*
58	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	We offer turnkey pricing that includes all costs. Everything included in the costs is documented in the contract.	*
59	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight and Shipping charges are included in the Sourcewell line item pricing. There might be additional charges for specialty products such as 300 lbs Suppression tanks, or 55 Gal AFFF foam. If there is such a fee it will be clearly stated upfront to the customer.	*
60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	There typically will not be any additional fee unless locations are extremely remote (such as fly-in) these charges would be outlined in advance to the customer and charged at applicable per diem rates.	*

61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Our organization provides local support from our North American network of over 150 local offices in the United States and Canada. Each office functions as a "one-stop-shop" providing parts, supplies, and equipment specific to each of the clients it serves. Additionally, both Johnson Controls Fire Protection and TycoIFS have access to the Tyco Warehouse in Atlanta, Georgia. Staffed with approximately 250 full-time personnel, our team ensures orders are filled promptly. This 240,000 square foot facility stocks extensive inventories of all of the products sold by legacy Tyco International companies, including Simplex fire alarm panels and peripherals, Grinnell and ANSUL fire suppression products, SoftwareHouse, Exacq, Kantech, DSC, and American Dynamics security equipment, and all brands of Nurse Call solutions offered currently or in the past by Tyco. The warehouse ships an average of over 12,000 orders a month, some 6,000 plus items each month are shipped to Johnson Controls Fire Protection and TycoIFS offices.	*
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Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
62	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Under our multi-customer initiative branch level agreements now need to be approved by domain pricing managers if they could apply to multiple customers. This will ensure the pricing integrity of our multi-customer agreements in which Cooperative Agreements are part of. Pricing for this submission follows the same awarded pricing methodology for Products and Installation. Service is transitioning to a Discount off of list.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
63	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Johnson Controls Fire Protection has a rigorous self-audit program that is built into our CPQ quoting tool and supporting financial systems. As soon as a sales representative identifies an opportunity as Sourcewell the CPQ proposal tool provides systemic oversight and will not allow the proposal to be generated that doesn't meet the minimum requirements. Additionally, there is a review process that happens prior to booking that reviews documentation, customer master setup, to ensure accuracy.	*
64	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Johnson Controls Fire Protection proposes a 1% administrative fee. On large opportunities, we would like to leave open our ability to further negotiate a reduction on a case-by-case basis.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
65	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Johnson Controls now provides a wide spectrum of innovative products, expert installation and services, and systems integration to help improve operational and energy outcomes for customers worldwide.

HVAC EQUIPMENT

Draw on the most comprehensive HVAC portfolio for commercial and residential buildings of all types, ages, and sizes to enhance sustainability, energy use, and the indoor environment.

- Chillers—air-cooled; water-cooled; connected
- Condensers and condensing units
- Dedicated outdoor air systems (DOAS)
- Duct-free mini-split systems
- Indoor packaged equipment
- Rooftop units
- Variable refrigerant flow (VRF) systems

CONTROLS

Equip facilities with intelligent HVAC controls to keep occupants comfortable, run equipment efficiently and optimize operating budgets.

- Actuators
- Control panels
- Control sensors
- Current sensors and transducers
- Thermostats
- Valves
- Variable speed drives

SECURITY

Help protect and enhance working and living environments today and tomorrow with integrated, customer-specific solutions from the world's leading security company.

- 24/7 remote monitoring
- Access control
- Advanced video surveillance
- Intrusion detection

FIRE, LIFE-SAFETY & HAZARD PROTECTION

Help keep people and assets safe with comprehensive solutions, design, installation, service, and monitoring from a world-leading fire and life-safety systems provider.

- Fire alarm systems
- Fire sprinkler systems
- Fire suppression systems
- Mass notification systems
- Special hazard solutions

OPTIMIZATION & RETROFIT SERVICES

Make the most of existing building and financial assets through cost-effective upgrades, central plant strategies, and financing solutions.

- Central chiller plant optimization
- Clean energy assessments

- Energy performance contracts
- Energy retrofits
- Equipment financing
- Healthcare environment optimization
- Public/private partnerships
- Technology refresh services
- Turnkey upgrades and retrofits

BUILDING SERVICES & PARTS

Tap into resources of the industry's largest service network for HVAC, security and life-safety system installation, and product support. More than 12,000 technicians working out of nearly 500 local offices can provide 24x7x365 proactive monitoring, remote and on-site service and repair, and replacement parts.

- Aftermarket parts
- Building remote monitoring
- Building system and HVAC repair
- Planned and preventive maintenance
- Predictive and diagnostic services
- Security and life-safety system repair

LIGHTING CONTROLS & RETROFIT

Save energy, minimize costs and meet organizational goals with a range of services, from business remodels, to new construction lighting design, to municipal street lights.

- Lighting retrofits
- Street and roadway lighting
- Turn-key lighting upgrades

BUILDING AUTOMATION SYSTEMS

Connect commercial HVAC, lighting, security, and protection systems on one platform. Vital data and insights improve efficiency, productivity, and occupants' comfort and safety.

- Metasys® building automation system
- Metasys Enterprise Optimization applications

ENERGY STORAGE

Rely on our innovative distributed energy storage products to better manage energy use, cut costs and ensure electrical back-up for a building, campus or enterprise.

- In-building distributed energy storage system
- Modular distributed energy storage system

RETAIL SOLUTIONS

Gain real-time insights into retail facilities inventories, employees & customers to achieve maximum business performance in a digitally-driven shopping world.

- Loss Prevention
- Inventory Intelligence
- Traffic Insights

		<p>AIR SYSTEMS</p> <p>Use efficient airflow building-wide to create healthy, comfortable, and visually appealing environments that increase work productivity and occupant satisfaction.</p> <ul style="list-style-type: none">• Air handling units• Air measuring• Chilled beams• Dampers• EcoAdvance™ HVAC load reduction (HLR) module• Energy recovery ventilators• Fan and blower• Fans• Filtration• Grilles and diffusers• heating coils and cooling coils• Louvers• Underfloor air distribution• Unit ventilators• Variable air volume (VAV) terminals• Variable speed drives <p>OPERATIONAL INTELLIGENCE & LOSS PREVENTION</p> <p>Helps minimize costs, maximize operational performance and enhance return on investment in security programs with business intelligence solutions.</p> <ul style="list-style-type: none">• Information management solutions• Real-time location systems (RTLS) for asset management• Video and traffic analytics <p>BUILDING WIDE SYSTEMS INTEGRATION</p> <p>Construct a smarter building by converging building, business/IT, and specialty systems on an intelligent infrastructure. Let us streamline the process to measurably improve initial and lifecycle costs, enhance function, ensure connectivity and create an innovative, optimized, sustainable environment.</p>	
66	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Kitchen Hoods High Expansion Foam AFFF Air Paks Lighting Systems Smart Systems	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
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67	Alarm, alert, and signal systems	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Our fire alarm control panels are the heart of a robust and scalable fire and life-safety communications system. Intelligent, configurable, and expandable, they can meet a wide range of customer and building needs. Our addressable control panels can pinpoint the source of a fire, alert, trouble, or other system event while offering a modular design and an intuitive interface—features that make them easier to install, more reliable, and easier to manage and maintain.</p>	*
68	Building security automation and integration, lighting control, and occupancy detection solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Our building automation systems are the foundations of modern building energy management efficiency. Intelligent, world-class technology systems will connect your commercial HVAC, lighting, security, and protection systems. This enables them to communicate on a single platform to deliver the information you need, allowing you to make smarter, savvier decisions while enhancing your occupants' comfort, safety, and productivity.</p>	*
69	Fire detection, sprinkler and suppression systems	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Effective fire suppression is a multifaceted challenge that demands a wealth of products, systems, and knowledge. We have long been a leader in this vital element of helping to protect people and property. In fact, we invented the very first sprinkler more than a century ago and have been delivering expertise, innovations, and service to our customers ever since.</p> <p>Today, we manufacture, configure, and install an unmatched range of fire suppression systems including sprinklers and valves, extinguishers and agents, special hazards systems, related components, and fittings. We serve large, multi-site projects through a network of design centers of excellence. We provide software that helps users design and configure systems to meet their unique requirements. Fire suppression solutions from Johnson Controls can help you meet your most vital mission: safety.</p> <p>We offer fire and life safety products from a wide range of brands to meet specific customer needs globally.</p> <p>Control Panels</p> <p>Sensors and Initiating Devices</p> <p>Notification and Audio Devices</p> <p>Networks and Workstations</p> <p>Emergency Communications</p> <p>We offer fire suppression products from our broad portfolio of brands to meet specific customer needs globally.</p> <p>Fire Sprinklers</p> <p>LFP® Antifreeze</p> <p>Fire Valves and Devices</p> <p>Fire Grooved Couplings</p> <p>Water Mist Fire Protection Solutions</p> <p>Fire Sprinkler System Design and Software</p> <p>Gaseous Systems and Control Panels</p> <p>Residential Fire Sprinkler Systems</p> <p>Fire Extinguishers</p> <p>Restaurant fire suppression system</p> <p>Vehicle Systems</p> <p>Industrial Systems</p> <p>Foam, Concentrates, Hardware, and Equipment</p> <p>Hazardous Spill Control</p> <p>Autonomous Fire Suppression</p> <p>Mechanical Fittings and Supports</p> <p>Cold Storage Fire Sprinkler Systems</p>	*

70	Intrusion and breach prevention and detection solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Protecting your home and business is of the highest priority. Identifying potential physical threats at the earliest will contribute to safeguarding your assets, quickly alert the right authorities, and also prevent any untoward incident from even occurring. At Johnson Controls, we offer a wide range of security products, which will help you do just that. From detectors and sensors to signaling systems coupled with cutting-edge innovation—like PowerG technology—we provide holistic solutions to strengthen your security.</p> <p>Our security specialists offer a range of perimeter protection solutions to suit small businesses and large enterprises. Whether you want to better manage vehicle traffic in and out of your premises or allow clear access to authorized personnel, we offer round-the-clock protection.</p>	*
71	Glass and window security, armor, and ballistic applications and solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Commercial alarm solutions require an array of specialized products—from sensors and detection panels to integration and remote management tools—as well as the expertise and capabilities to integrate them into reliable, robust protection systems.</p> <p>Infrared, photoelectric, and motion sensors</p> <p>Industry-leading intrusion detection panels</p> <p>Monitored 24/7 with emergency dispatch</p> <p>Flexible integration with existing systems</p> <p>Inspections, maintenance, service, and support</p> <p>Local, state, and federal regulatory compliance</p> <p>Online management for easy arming/disarming and monitoring</p> <p>Easily integrated with video, access control, and other systems</p> <p>Alarm verification to reduce or eliminate false alarms</p>	*
72	Closed circuit television (CCTV), surveillance, and recording solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Cameras have always been an integral part of any monitoring system and are extensively used, now more than ever. Recognizing the potential of video surveillance to enhance security, Johnson Controls brings you integrated solutions to simplify as well as strengthen your video surveillance systems. The array of cutting-edge products provide an end-to-end support—from cameras and monitors to software for easy integration; collection, analysis, and storage of data; all of which contribute to building a powerful and effective security system</p> <p>Video Management Systems</p> <p>License Plate Recognition</p> <p>Video Intelligence Analytics at the Edge</p> <p>IP Camera Features in Action</p> <p>Video Management Technologies</p> <p>Mobile Apps</p> <p>Video Management System Hardware</p> <p>Monitors</p> <p>Network Video Recorders</p> <p>Encoders</p> <p>Network and Digital Video Storage</p> <p>Video Surveillance</p> <p>IP Cameras</p>	

73	Facility and parking access control solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Access control is the first line of defense when it comes to the security of your property. With a host of trusted brands in the industry, Johnson Controls offer an extensive range of products to suit establishments of any size and type. We provide comprehensive solutions for your security needs, from biometric and electronic access control hardware to the integrated software; to ensure that your security system is not only well-equipped but also capable of doing much more.</p> <p>Through our innovative access control products, we ensure businesses are well-equipped to safeguard their assets as well as uphold the safety of their staff and visitors.</p> <p>Access Control Software</p> <p>Access Control Hardware</p> <p>Hosted and Managed Security</p> <p>High Assurance Solutions</p> <p>Perimeter detection</p> <p>Integrated Solutions</p>
74	Artificial Intelligence (AI) and robotic surveillance solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>More and more, building systems are data-enabled and connected to the web. At Johnson Controls, we are partnering with customers to build smart buildings enabled by artificial intelligence and IoT (Internet of Things). OpenBlue helps enterprises put their building data to work, helping facilities managers discover insights, find efficiencies, and create other sources of value, chief among them sustainability.</p> <p>Johnson Controls is at the forefront of smart facilities with solutions that span your enterprise and offer a wealth of potential benefits. These next-generation smart buildings have unique characteristics that unlock new possibilities for how building occupants—employees and visitors, doctors and patients, or teams and fans—interact with their environment. In partnership with our customers, we are creating the self-conscious, self-healing, and occupant-driven building.</p>
75	Facial recognition and thermal screening solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>The victor and VideoEdge Facial Biometric Analytic immediately alerts operators when known individuals enter an area of interest, allowing for a fast and efficient response. Add up to 1,000 faces to victor's Identity Manager, saving resources and providing a scalable facial recognition infrastructure across dozens to hundreds of NVRs. Images can be dynamically added to the database by uploading headshots or saving video still frames. Stored and indexed faces can be easily searched for across the entire enterprise and the corresponding video is displayed for forensic investigation.</p> <p>Utilize this analytic to spot or search for persons of interest such as VIPs, terminated employees, and known criminals. By integrating victor and VideoEdge Facial Biometric Analytics one can easily manage alarms and associated video for a streamlined surveillance system experience.</p> <p>Our non-invasive, contactless thermal camera is ideal for deployment at controlled entrances to areas and facilities where initial skin temperature scanning is needed for staff and visitors. Johnson Controls smart elevated skin temperature scanning solution comprises of a dual sensor, one Thermal the other Colour, camera, and a temperature calibration device known as a Blackbody.</p>
76	Training, consultative, monitoring, and administrative or technical support services, and supplies	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Johnson Controls offers several different on-site training approaches that can be customized to meet each customer's requirements. This training approach offers the following advantages:</p> <ul style="list-style-type: none"> • It will facilitate a seamless installation • It will have residual benefits for years to come. <p>Our on-site training is designed for the fire alarm system operators who will man the system's head-end equipment. The personnel who will be chosen to maintain the fire alarm system should also attend our on-site training sessions.</p> <p>Many Johnson Controls customers elect to visit the world-class training facility at corporate headquarters in Westminster, Massachusetts where they can take advantage of hands-on training on fire alarm equipment specifically designed for each respective training class. SimplexGrinnell is unique in the industry because we offer custom training courses. It is highly probable that our instructors will be the only personnel in the room with the customer's trainees. We will develop a specific course that will be presented only to each customer's employees.</p> <p>We offer courses for the customer participants who will service, program, and maintain the Johnson Controls fire alarm system. This training will allow each customer's personnel to service and maintain, and to identify, correct, and make adjustments or modifications to our</p>

system. At the completion of this training, each customer's personnel should be able to maintain, alter, troubleshoot and manage our equipment.

Online training courses are also offered through the Johnson Controls Learning Network which is Internet-accessible. Customers are provided user accounts to access these courses which can be taken multiple times each if desired.

Monitoring

Our ULC listed monitoring center(s) work with our install team to ensure all zones from your sites have been reported in properly. Our Data entry team will make sure your call lists and specific site instructions are added prior to the installation taking place.

In the event of an alarm emergency, our Central Monitoring Station will notify agencies / chosen individuals. Our technicians continue to call the customer contact list until they successfully reach someone. The personnel located in the Central Monitoring Station can communicate instantly – by phone, cell phone, fax, or pager – with anyone in the United States. Alert situations are brought up immediately on the screen, along with a profile containing all pertinent information such as:

- The nature of the incident.
- The person or persons to be contacted.
- The procedure to follow in case of emergency.
- The location of where the call is originating
- The procedure to follow in case of emergency

Johnson Controls Holds a Patent for its Leading-Edge Telecommunications Technology

- Identification of whether a smoke detector, air duct detector, or heat detection alarm has been activated.

The Center monitors fire systems, security systems, remote CCTV systems, and elevator alarm systems, and its services are exclusively focused on the commercial, industrial and institutional markets. When alarm messages come into the Center, trained operators are able to respond immediately. The Center's systems provide operators with access to all pertinent information necessary to respond to emergency situations, including the location and nature of the incident and a detailed listing of whom to call.

Technical Support

Johnson Controls has established a Corporate Service Resource Center in Westminister, Massachusetts. The SRC receives, schedules and dispatches service repair (break/fix) calls for all product lines for all Johnson Controls District offices throughout North America.

The change to a centralized model enables our organization to better communicate with our customers throughout the lifecycle of the service request. We can also leverage technology as well as standard business processes to keep customers informed to maximize their service experience. This approach is meant to enhance our current service offering and create efficiencies in our service response processes to allow for better utilization of our staff of over 8,000 technicians. The National Service Response Center also builds on other key advancements Johnson Controls is investing in. Examples include GPS technology, customer service skills training, and skills training and certification for technicians.

Our customers still have a high level of contact with each local District office and each office will still be responsible for executing the service work with local technicians. The center allows our organization to concentrate efforts on ensuring customers receive high-quality service from our organization.

Supplies

Each Johnson Controls technical representative is supplied with a Johnson Controls technical service vehicle, stocked with a full set of Johnson Controls supplied tools,

			<p>electrical troubleshooting meters, a repair parts inventory, laptop computer, as well as communications equipment. In the unlikely event that a Johnson Controls service technician does not have the required part in the vehicle, we maintain a supply of genuine original equipment Johnson Controls replacement parts at each district office, or overnight from our factory.</p> <p>Our local District office maintains a supply of Johnson Controls fire alarm system parts. This supply will ensure system repairs will be accomplished in a timely manner. If we do not have the required part in stock at our District office, we are able to draw from other Johnson Controls district offices.</p> <p>Our office also has unequaled access to spare parts and equipment from Global Products, Building Technologies & Solutions, the manufacturer of the proposed Johnson Controls systems. Global Products and Johnson Controls Service offices are both owned and operated by our parent company, Johnson Controls International. Johnson Controls operates a state-of-the-art warehouse facility in the Atlanta, Georgia area. This warehouse supplies key products to Johnson Controls offices and distributes products worldwide. Staffed with approximately 250 full-time personnel, this team ensures orders are filled promptly.</p>
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Table 15: Industry Specific Questions

Line Item	Question	Response *	
77	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Johnson Controls has established KPI's for evaluating the performance of our Cooperative Program. These internal metrics are comprised of data from both sales and finance. For example, one key metric that we utilize is the number of sales representatives that have an active Sourcewell proposal in the Sales Force pipeline.	*
78	Describe any safeguards included in your proposed solutions that protect participating entities' sensitive information.	<p>Our approach to addressing these modern cybersecurity threats is comprehensive. In the presentation we will explain the elements which comprise our approach; each element of the program plays an important role in minimizing risk. At Johnson Controls we must continuously evolve our cybersecurity practices as cybersecurity is continuously evolving.</p> <p>Johnson Controls' Product Security Program builds on the holistic methodology which has been the principle mindset that guided our cybersecurity practices. Preserving all the elements of the initial program, the enhanced program applies the holistic methodology to the three main lifecycle phases of our products (which we will go over in more detail later on in this presentation). By focusing on the development, deployment, and support lifecycle phases we offer:</p> <ol style="list-style-type: none"> 1. Securely developed products 2. Secure deployment services 3. and Rapid incident response 	*

79	Explain your organization's approach to cyber security as it relates to your proposed solutions.	<p>At Johnson Controls our approach to cyber protection is aimed at providing peace of mind to our customers. Our Higher level of Commitment helps to calm their concerns by replacing fear with pragmatic solutions and cyber-resilient systems that provide a range of capabilities to complement their diverse security needs. Our holistic cyber mindset begins at the initial design concept, continues through development, and supported through deployment, and includes a rapid incident response to meet the comprehensive and evolving cybersecurity environment. We provide and support cyber-resilient systems with a range of capabilities to complement the diverse security needs of our customers.</p> <p>Having engineering teams trained in cybersecurity has given Johnson Control an advantage in developing products that consider cybersecurity within its core design. Our certified cybersecurity experts work to validate designs using the latest recognized industry standards and practices.</p> <p>Our cybersecurity experts have certification including, but limited to, Certified Information Systems Security Professional, Certified Secure Software Lifecycle Professional, Certified Cloud Security Professional, and Certified Ethical Hacker. We believe that expert-driven cybersecurity designs provide the forethought required to reduce cybersecurity risk.</p> <p>The holistic design of the Product Security Program results in many benefits which can be linked to a specific element of the program. A few of these benefits include:</p> <p>The policy-driven team assures that cybersecurity is not an afterthought.</p> <p>The secure development practices result in product designs that are more cyber-resilient</p> <p>Cybersecurity testing discovers and addresses critical vulnerability before release</p> <p>Education on cybersecurity empowers customers to approach cyber risks pragmatically</p> <p>Our rapid incident response assesses new threats and vulnerabilities and advises customer on how to reduce their cybersecurity risk in a timely manner.</p>
80	Describe how emerging technologies are or will be incorporated in your proposed solutions.	<p>OpenBlue is a complete suite of connected solutions that delivers impactful sustainability, new occupant experiences, and respectful safety and security that combines our 135 years of building expertise with cutting-edge technology. It also features a suite of tailored, AI-powered service solutions such as remote diagnostics, predictive maintenance, compliance monitoring, advanced risk assessments, and more.</p> <p>Different security events demand different responses from SOC teams; some have life-safety consequences. Too often, standard response instructions in paper-based SOP documents are at best time consuming to reference and at worst — often outdated. OpenBlue Active Responder is an all-in-one procedure administration solution that digitizes static standard operating procedures in a cloud portal application for SOC Teams to follow each of the dynamic steps of the SOP as a series of actionable instructions.</p> <p>Unidentified threats may have life-safety consequences or significantly disrupt the enterprise. Without the ability to quickly distinguish key threats from insignificant events, security analysts have no hope of responding effectively to security events and effectively mitigating potential damage. Facing an ever-changing threat landscape, Security Professionals are asked to monitor and report on the organization's ability to meet the preparedness and response requirements to key threats and risks. OpenBlue Risk Insight helps quantify threat impact using asset risk score, so you can report on asset risk over periods of time as part of your ongoing risk management practices.</p> <p>Modern physical security solutions live in the cloud and they bring all the typical benefits associated with any digital transformation— centralized management, scalable solutions, access to tools that require powerful processing, and reduction in costs. Today, thousands of businesses and organizations trust OpenBlue Cloudvue to simplify surveillance, streamline access control, and provide powerful intelligence that improves security operations and helps with organizational efficiency.</p>

81	<p>Explain how your organization has adapted to provide effective service during the ongoing COVID-19 pandemic.</p>	<p>The Johnson Controls' corporate vision states, "Our products, services, and workplaces reflect our belief that what is good for the environment and the safety and health of all people is good for Johnson Controls." In support of this vision, our regional management teams are strongly committed to providing a safe work environment for all employees. The philosophy and objectives behind this commitment are:</p> <p>The safety and health of all employees and the environment is a top priority that is critical to the success of the business.</p> <p>The only acceptable level of safety performance prevents employee injury and accidents.</p> <p>Safety is the responsibility of every employee, equal to customer satisfaction, quality, profitability, and efficiency.</p> <p>Every day, our goal is to foster an injury-free workplace. All employees receive extensive safety training starting with new hire orientation and continuing with regularly scheduled safety talks, job hazard analysis, and pre-task planning. Our comprehensive 600-plus-page safety program is detailed, documented, and available in electronic format for all of our employees. We also abide by national, state, and local safety codes, as well as those established by the university.</p> <p>In keeping with our Zero Harm vision, we have instituted new measures to prevent the spreading of COVID-19 virus at workplace and construction-sites and are requiring our subcontractors to adhere to these measures as well.</p> <p>We have implemented guidance for all employees on the preventative actions they can take to minimize the risk of infection (handwashing, respiratory hygiene, and cough etiquette to avoid transmission of a contagious virus, etc.).</p> <p>We have increased the frequency of cleaning and sanitization activities at our facilities and while at customer sites.</p> <p>We have restricted all non-critical air travel, international and domestic, for our employees.</p> <p>Business Continuity Planning Teams have been activated regionally and are proactively monitoring regional changes regarding COVID-19. Escalation plans have been put in place to protect our customers, employees, and subcontractors as part of our standard business continuity plans and ensure appropriate precautionary measures are being taken.</p> <p>Persons who have potentially been exposed, regardless of where or how, are requested to report so immediately, and we have provided subsequent guidance to all of our leaders, Human Resource teams, and employees on the process. Control measures to prevent further spreading will include, as appropriate: thorough worksite disinfection, preventive quarantining, and notification of all internal and external contacts (including recent customer contacts).</p>
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Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or

- c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Tracy Long , VP & GM Fire BSNA , Johnson Controls Fire Protection LP

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_8_Facility_Security_RFP_030421 Thu February 25 2021 04:41 PM	<input checked="" type="checkbox"/>	4
Addendum_7_Facility_Security_RFP_030421 Wed February 24 2021 01:48 PM	<input checked="" type="checkbox"/>	2
Addendum_6_Facility_Security_RFP_030421 Thu February 18 2021 12:56 PM	<input checked="" type="checkbox"/>	2
Addendum_5_Facility_Security_RFP_030421 Wed February 10 2021 04:31 PM	<input checked="" type="checkbox"/>	1
Addendum_4_Facility_Security_RFP_030421 Thu February 4 2021 03:25 PM	<input checked="" type="checkbox"/>	1
Addendum_3_Facility_Security_RFP_030421 Tue February 2 2021 02:17 PM	<input checked="" type="checkbox"/>	1
Addendum_2_Facility_Security_RFP_030421 Thu January 28 2021 01:03 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Facility_Security_RFP_030421 Tue January 19 2021 12:31 PM	<input checked="" type="checkbox"/>	1