



County of Santa Clara

Office of the County Executive
Procurement Department
130 West Tasman Drive
San Jose, CA 95134
Telephone 408-491-7400

FIRST AMENDMENT TO AGREEMENT # CW2247529 BY AND BETWEEN THE COUNTY OF SANTA CLARA AND JOHNSON CONTROLS FIRE PROTECTION LP

This is the First Amendment to the Agreement between the County of Santa Clara ("County") and Johnson Controls Fire Protection LP ("Contractor") entered into on October 1, 2022 to provide Fire Alarm Panel System Maintenance, Repair and Operations (MRO) Services, Parts and Accessories for the County.

This Agreement is amended as follows effective January 31, 2024:

1. Key Provision, TOTAL AGREEMENT VALUE, on page # 2 is hereby revised to read as follows:

"The total not to exceed value of this Agreement is \$5,000,000, which represents an increase of \$1,000,000 from the prior not to exceed value of \$4,000,000. Contractor understands that this not to exceed value does not represent a commitment by County to Contractor."

2. Key Provision, COUNTY CONTRACT ADMINISTRATORS, on page # 3 is hereby revised as follows:

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

Ralph J. Murietta, Jr., Buyer I
(408) 491-7489; ralph.muriettajr@prc.sccgov.org

3. EXHIBIT A, "COUNTY OF SANTA CLARA STANDARD TERMS AND CONDITIONS," is hereby revised to read as follows:

- a. Section 44, is hereby deleted in its entirety and replaced with the following:

44. CONFLICTS OF INTEREST; POLITICAL REFORM ACT

Contractor shall comply, and require its employees, agents, and subcontractors to comply, with all (1) applicable requirements governing avoidance of impermissible client conflicts; and (2) federal, state and local conflict of interest and disclosure 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 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, agents, 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 this 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 this Agreement, provide 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 "mak[ing] a governmental decision" or "serv[ing] 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, (2 CCR 18700.3), as part of Contractor's service to County under this Agreement. Contractor shall immediately notify County of the names and email addresses of any additional individuals later assigned to provide such service to County under this Agreement in such a capacity. Contractor shall immediately notify County of the names of individuals working in such a capacity who, during the course of the Agreement, end their service to County. Contractor shall ensure that all such individuals identified pursuant to this paragraph understand that they are subject to the Act and shall conform to all requirements of the Act and other applicable conflict of interest and disclosure laws and regulations and shall file Statements of Economic Interests within 30 days of commencing service pursuant to this Agreement, annually by April 1, and within 30 days of their termination of service pursuant to this Agreement.

If applicable, Contractor and its agents shall comply with California Government Code section 84308 ("Levine Act") and the applicable regulations of the Fair Political Practices Commission concerning campaign disclosure (2 California Code of Regulations sections 18438.1 – 18438.8), which (1) require a party to a proceeding involving a contract to disclose on the record of the proceeding any contribution, as defined by

Government Code section 84308(a)(6), of more than \$250 that the party or their agent has made within the prior 12 months, and (2) prohibit a party to a proceeding involving a contract from making a contribution, as defined by Government Code section 84308(a)(6), of more than \$250 to any County officer during the proceeding and for 12 months following the final decision in the proceeding. Disclosures pursuant to the Levine Act must be submitted online at the Office of the Clerk of the Board of Supervisors website at <http://www.sccgov.org/levineact>.

- b. Section 55, is hereby deleted in its entirety and replaced with the following:

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, shall survive the termination or expiration of this Agreement, including but not limited to all terms (1) providing for indemnification of County; (2) relating to the California Public Records Act; (3) relating to County Data; and (4) relating to Contractor's obligations upon termination or expiration of this Agreement, including but not limited to those listed in the "Disentanglement" Section.

- c. Section 68, is hereby deleted in its entirety and replaced with the following:

68. COVID-19 REQUIREMENTS (IF APPLICABLE)

Contractor shall comply with all County requirements in effect relating to COVID-19 for persons who routinely perform services for County onsite and share airspace with or proximity to other people at a County facility as part of their services for County as set forth in a County Health Order (or similar directives) available at <https://covid19.sccgov.org/home>, and incorporated herein by this reference. Contractor shall comply with all reasonable requests by County for documentation demonstrating Contractor's compliance with this Section.

4. Add EXHIBIT B1, "SERVICES AND PRODUCTS RATE SCHEDULE ADDS", attached hereto and incorporated herein by this reference.
5. EXHIBIT C, "SPECIFICATIONS AND REQUIREMENTS", is hereby deleted in its entirety and replaced with EXHIBIT C-1, "SPECIFICATIONS AND REQUIREMENTS". All references to Exhibit C in the Agreement shall be replaced with Exhibit C-1.
6. EXHIBIT G, "CONTRACTOR CERTIFICATION OF COMPLIANCE WITH COVID-19 VACCINE REQUIREMENTS", is hereby deleted in its entirety.

All other terms and conditions of the Agreement remain in full force and effect. In the event of a conflict between the original Agreement and this Amendment, this Amendment controls.

Prepared by Samuel Hirsch, Buyer III at (408) 491-7485 or samuel.hirsch@prc.sccgov.org.

The Agreement as amended constitutes the entire agreement of the parties concerning the subject matter herein and supersedes all prior oral and written agreements, representations and understandings concerning such subject matter.

By signing below, signatory warrants and represents that they executed this Amendment in their authorized capacity, that they have the authority to bind the entity listed below to contractual obligations and that by their signature on this Amendment, the entity on behalf of which they acted, executed this Amendment.

COUNTY OF SANTA CLARA

DS
2/1

DocuSigned by:
Matthew Hada
CEA090A27EB84EA...
Matthew Hada
Director of Procurement
1/27/2024
Date

CONTRACTOR

DocuSigned by:
Willard McCune
CCF546A7C71B426...
By: _____
Print: willard McCune
Title: Total Service Manager
Date: 1/26/2024

APPROVED AS TO FORM AND LEGALITY

DocuSigned by:
Robert Nakamae
797E74E07E8345C...
Robert Nakamae
Deputy County Counsel
1/26/2024
Date

ADDENDUM 1

SCHEDULE ADDS

Site Name	Address	City	State	Zip	Fire Alarm Price - includes Annual & semi-annual inspection	Fire alarm inspection frequency	Annual fire alarm inspection month	Semi-Annual inspection month	Price Per Invoice for "Arba	Billing Frequency in "Arba (Billing will be billed as BA/MA - Semi-Annual)	Annual Total of inspection \$	Kitchen Hood Price - includes Annual & semi-annual inspection	Kitchen hood inspection frequency	Annual Kitchen hood inspection month
Sourcewell Awarded Contract Contract #400021-JHN														
Building 0101 - SCC Government Center East Wing	70 West Hedding Street	San Jose	CA	95110										
Building 0114 - Main Jail North	150 West Hedding Street	San Jose	CA	95110	\$ 12,502.00	Semi-Annual			\$ 6,251.00	Semi-Annual	\$ 12,502.00	\$5,847.00	Semi-Annual	
Building 0404 - SCC Sheriff's Office	55 West Younger Ave	San Jose	CA	95110								\$8,987.00	Semi-Annual	
Building 0500 - Women's Residential	2090 Evans Lane	San Jose	CA	95125								\$2,531.00	Semi-Annual	
Building 0710 - East Valley Pavilion - Mental Health	201 Jose Figueres	San Jose	CA	95116								\$2,714.00	Semi-Annual	
Building 1161 - County Center at Charcot	2310 N. First Street	San Jose	CA	95131								\$2,385.00	Semi-Annual	
Building 1301 - SCC Muriel Wright Ranch	298 Bernal Road	San Jose	CA	95119								\$5,570.00	Semi-Annual	
Building 5109 - SCC James Ranch Kitchen	19050 Malaguerra Ave	Morgan Hill	CA	95037								\$2,603.00	Semi-Annual	
Building 5902 - SCC Juvenile Hall Kitchen Laundry	840 Guadalupe Parkwa	San Jose	CA	95110								\$3,890.00	Semi-Annual	
Building 6186 - Elmwood Support Services	701 S. Able	Milpitas	CA	95035								\$5,679.00	Semi-Annual	
Bldg 4940 Fairground OTB	344 Tully Rd.	San Jose	CA	95111								\$22,570.00	Semi-Annual	
Building 1404 Silver Creek Bldg D	5905 Silver Creek Valley Rd	San Jose	CA	95138								\$2,458.00	Semi-Annual	
Building 0510 Vietnamese American Service Center	2410 Senter Rd	San Jose	CA	95111								\$7,999.00	Semi-Annual	
Building 5201 - Holden Ranch Admin / Kitchen	1905 Malaguerra Ave	Morgan Hill	CA	95037								\$2,676.00	Semi-Annual	
Santa Clara Valley MC Bldg 6010	2325 ENBORG LN.	San Jose	CA	95128	\$ 2,720.00	Annual		NA		Annual	\$ 2,720.00	\$2,641.00	Semi-Annual	
Santa Clara Valley Bldg 0910 Central Mental Health	2221 ENBORG LN.	San Jose	CA	95128	\$ 5,780.00	Annual		NA		Annual	\$ 5,780.00			
Santa Clara Valley MC Bldg 6060	751 SOUTH BASCOM AVE	San Jose	CA	95035	\$ 33,220.00	Annual		NA		Annual	\$ 33,220.00			
Bldg #5801 O - 2220 Moorpark	2220 MOORPARK	San Jose	CA	95128	\$ 5,780.00	Annual		NA		Annual	\$ 5,780.00			
Building 0921 - VHC Bascom	750 South Bascom	San Jose	CA	95128	\$ 5,780.00	Annual		NA		Annual	\$ 5,780.00			
Bldg 6008 N	777 Turner Dr	San Jose	CA	95128	\$ 4,020.00	Annual		NA		Annual	\$ 4,020.00			
Santa Clara Valley MC Bldg #6009 M	751 SOUTH BASCOM AVE	San Jose	CA	95128										
Bldg 6011 A Sabratto Pavilion	751 S Bascom	San Jose	CA	95128										
Santa Clara Valley MC Bldg 6043 B - Ancillary	751 SOUTH BASCOM AVE	San Jose	CA	95128										
Santa Clara Valley MC Bldg 6008 K - West Wing	751 SOUTH BASCOM AVE	San Jose	CA	95128										
Building 1134 - Lundy	1996 Lundy Ave	San Jose	CA	95131	\$ 3,310.00	Semi-Annual			\$ 1,655.00	Semi-Annual	\$ 3,310.00			
County of Santa Clara Social Services	1879 Senter Road	San Jose	CA	95128										
Building 0515 SSA Continuing Benefits Services	1870 Senter Road	San Jose	CA	95128	\$ 2,391.00	Semi-Annual			\$ 1,195.50	Semi-Annual	\$ 2,391.00			
Building 3129 - San Martin Airport Fire Pump Build	13030 Murphy Rd	San Jose	CA	95046	\$ 1,113.00	Semi-Annual			\$ 566.50	Semi-Annual	\$ 1,113.00			
Santa Clara Valley MC Bldg 3131	13030 Murphy Rd	San Martin	CA	95046	\$ 1,522.00	Semi-Annual			\$ 761.00	Semi-Annual	\$ 1,522.00			
Santa Clara Valley MC Bldg 3132	13030 Murphy Rd	San Martin	CA	95046										
Santa Clara Valley MC Bldg 3133	13030 Murphy Rd	San Martin	CA	95046										
Building 3134 - San Martin Airport Hangar Buildings	13030 Murphy Rd	San Martin	CA	95046	\$ 4,557.00	Semi-Annual			\$ 2,278.50	Semi-Annual	\$ 4,557.00			
Santa Clara Valley MC Bldg 3135	13030 Murphy Rd	San Martin	CA	95046										
Santa Clara Valley MC Bldg 3136	13030 Murphy Rd	San Martin	CA	95046										
Building 5128 James Ranch Modular Dorm F & G	19050 Malaguerra Ave	Morgan Hill	CA	95037	\$ 1,808.00	Semi-Annual			\$ 904.00	Semi-Annual	\$ 1,808.00			
Building 5216 - Holden Ranch HR Trailer	19050 Malaguerra Ave	Morgan Hill	CA	95037	\$ 2,080.00	Semi-Annual			\$ 1,040.00	Semi-Annual	\$ 2,080.00			
Building 1709 South Valley Hospital MOB	9360 No Name Uno	Glinoy	CA	95020										
Building 0183 - Old City Hall - Re-Entry Resource Center	151 Mission Street	San Jose	CA	95110	\$ 7,491.00	Semi-Annual			\$ 3,745.50	Semi-Annual	\$ 7,491.00			
Building 1511 110 West Tasman	110 W Tasman Dr	San Jose	CA	95134										
Building 1701 DePaul Hospital	18500 DePaul Drive	Morgan Hill	CA	95037	\$ 25,744.00	Semi-Annual			\$ 12,872.00	Semi-Annual	\$ 25,744.00			
Building 1702 MOB DePaul	18500 DePaul Drive	Morgan Hill	CA	95037	\$ 6,411.00	Semi-Annual			\$ 3,205.50	Semi-Annual	\$ 6,411.00			
Modular Building - NEW	90 Highland Ave	San Martin	CA	95046	\$ 2,757.00	Semi-Annual			\$ 1,378.50	Semi-Annual	\$ 2,757.00			
Building 1662 - Veterans Housing	10 Kirk Ave	San Jose	CA	95127	\$ 13,235.00	Semi-Annual			\$ 6,617.50	Semi-Annual	\$ 13,235.00	\$2,894.00	Semi-Annual	

system change - more equipment

\$ 142,221.00 Fire Alarm

\$81,444.00 Kitchen Hood

Date: 1/23/2024

Site Name	Address	Semi-Annual Inspection Month	Price Per Invoice For **Arba	Billing Frequency in **Arba (Billing will be billed as BAMA - Semi-Annual)	Annual Total of Inspection \$	Sprinkler Inspection Cost	Sprinkler Frequency	Annual Sprinkler Inspection Month	Quarterly Inspection Months	Price Per Invoice For **Arba	Billing Frequency in **Arba (Billing will be billed as BAMA - Quarterly)	Annual Total of Inspection \$	Standpipe Inspection Cost	Standpipe Frequency	Annual Standpipe Inspection Month	Quarterly Inspection Months
Sourcewell Awarded Contract Contract #60021-JHN																
Building 0101 - SCC Government Center East Wing	70 West Hedding Street		\$2,923.50	Semi-Annual	\$5,847.00											
Building 0114 - Main Jail North	150 West Hedding Street		\$4,493.50	Semi-Annual	\$8,987.00											
Building 0404 - SCC Sheriff's Office	55 West Younger Ave		\$1,265.50	Semi-Annual	\$2,531.00											
Building 0500 - Women's Residential	2090 Evans Lane		\$1,357.00	Semi-Annual	\$2,714.00											
Building 0710 - East Valley Pavilion - Mental Health	101 Jose Figueres		\$1,192.50	Semi-Annual	\$2,385.00											
Building 1161 - County Center at Charcot	2310 N. First Street		\$2,785.00	Semi-Annual	\$5,570.00											
Building 1301 - SCC Muriel Wright Ranch	298 Bernal Road		\$1,301.50	Semi-Annual	\$2,603.00											
Building 5109 - SCC James Ranch Kitchen	19050 Malaguerra Ave		\$1,945.00	Semi-Annual	\$3,890.00											
Building 5902 - SCC Juvenile Hall Kitchen Laundry	840 Guadalupe Parkwa		\$2,839.50	Semi-Annual	\$5,679.00											
Building 6186 - Elmwood Support Services	701 S. Able		\$11,285.00	Semi-Annual	\$22,570.00											
Bldg 4940 Fairground OTB	344 Tully Rd.		\$1,229.00	Semi-Annual	\$2,458.00											
Building 1404 Silver Creek Bldg D	5905 Silver Creek Valley Rd		\$3,999.50	Semi-Annual	\$7,999.00											
Building 0510 Vietnamese American Service Center	2410 Senter Rd		\$1,338.00	Semi-Annual	\$2,676.00	\$5,279.05	Quarterly			\$1,319.76	Quarterly	\$5,279.05	\$2,127.18	Quarterly		
Building 5201 - Holden Ranch Admin / Kitchen	1905 Malaguerra Ave		\$1,320.50	Semi-Annual	\$2,641.00											
Santa Clara Valley MC Bldg 6010	2325 ENBORG LN.															
Santa Clara Valley Bldg 0910 Central Mental Health	2221 ENBORG LN.															
Santa Clara Valley MC Bldg 6060	751 SOUTH BASCOM AVE															
Bldg #5801 O - 2220 Moorpark	2220 MOORPARK															
Building 0921 - VHC Bascom	750 South Bascom															
Bldg 6008 N	777 Turner Dr															
Santa Clara Valley MC Bldg #6009 M	751 SOUTH BASCOM AVE															
Bldg 6011 A Sabratto Pavilion	751 S Bascom															
Santa Clara Valley MC Bldg 6043 B - Ancillary	751 SOUTH BASCOM AVE															
Santa Clara Valley MC Bldg 6008 K - West Wing	751 SOUTH BASCOM AVE															
Building 1134 - Lundy	1996 Lundy Ave															
County of Santa Clara Social Services	1879 Senter Road					\$ 2,385.45	Quarterly			\$ 596.36	Quarterly	\$ 2,385.45				
Building 0515 SSA Continuing Benefits Services	1870 Senter Road					\$ 1,646.10	Quarterly			\$ 411.53	Quarterly	\$ 1,646.10				
Building 3129 - San Martin Airport Fire Pump Build	13030 Murphy Rd					\$ 1,646.10	Quarterly			\$ 411.53	Quarterly	\$ 1,646.10				
Santa Clara Valley MC Bldg 3131	13030 Murphy Rd					\$ 1,646.10	Quarterly			\$ 411.53	Quarterly	\$ 1,646.10				
Santa Clara Valley MC Bldg 3132	13030 Murphy Rd					\$ 1,646.10	Quarterly			\$ 411.53	Quarterly	\$ 1,646.10				
Santa Clara Valley MC Bldg 3133	13030 Murphy Rd					\$ 1,646.10	Quarterly			\$ 411.53	Quarterly	\$ 1,646.10				
Building 3134 - San Martin Airport Hangar Buildings	13030 Murphy Rd					\$ 1,646.10	Quarterly			\$ 411.53	Quarterly	\$ 1,646.10				
Santa Clara Valley MC Bldg 3135	13030 Murphy Rd					\$ 1,646.10	Quarterly			\$ 411.53	Quarterly	\$ 1,646.10				
Santa Clara Valley MC Bldg 3136	13030 Murphy Rd					\$ 1,646.10	Quarterly			\$ 411.53	Quarterly	\$ 1,646.10				
Building 5128 James Ranch Modular Dorm F & G	19050 Malaguerra Ave					\$ 1,646.10	Quarterly			\$ 411.53	Quarterly	\$ 1,646.10				
Building 5216 - Holden Ranch HR Trailer	19050 Malaguerra Ave					\$ 1,646.10	Quarterly			\$ 411.53	Quarterly	\$ 1,646.10				
Building 1709 South Valley Hospital MOB	9360 No Name Uno					\$ 1,995.10	Quarterly			\$ 498.78	Quarterly	\$ 1,995.10				
Building 0183 - Old City Hall - Re-Entry Resource Center	151 Mission Street															
Building 1511 110 West Tazman	110 W Tasman Dr															
Building 1701 DePaul Hospital	18500 DePaul Drive					\$ 7,889.58	Quarterly			\$ 1,972.40	Quarterly	\$ 7,889.58	\$ 1,631.95	Quarterly		
Building 1702 MOB DePaul	18500 DePaul Drive					\$ 2,549.00	Quarterly			\$ 637.25	Quarterly	\$ 2,549.00				
Modular Building - NEW	90 Highland Ave					\$ 1,646.10	Quarterly			\$ 411.53	Quarterly	\$ 1,646.10				
Building 1662 - Veterans Housing	10 Kirk Ave		\$1,447.00	Semi-Annual	\$2,894.00	\$ 9,432.93	Quarterly			\$ 2,358.23	Quarterly	\$ 9,432.93				

system change - more equipment

\$47,638.21

Sprinkler

\$3,759.13

Standpipe

Date: 1/23/2024

#030421 - JHN Santa Clara County

Site Name	Address	Price Per Invoice For ** Arba	Billing Frequency in ** Arba (Billing will be billed as BAMA - Quarterly)	Annual Total of Inspection \$	Fm200 Inspection Cost	Fm200 Inspection Frequency	Fm200 Standpipe Inspection Month	Quarterly Inspection Months	Price Per Invoice For ** Arba	Billing Frequency in ** Arba (Billing will be billed as BAMA - Semi-Annual)	Annual Total of Inspection \$	Preaction Cost	Preaction Frequency	Annual Preaction Month	Quarterly Inspection Months	Price Per Invoice For ** Arba
Sourcewell Awarded Contract Contract #030421-JHN																
Building 0101 - SCC Government Center East Wing	70 West Hedding Street															
Building 0114 - Main Jail North	150 West Hedding Street															
Building 0404 - SCC Sheriff's Office	55 West Younger Ave															
Building 0500 - Women's Residential	2090 Evans Lane															
Building 0710 - East Valley Pavilion - Mental Health	101 Jose Figueres															
Building 1161 - County Center at Charcot	2310 N. First Street															
Building 1301 - SCC Muriel Wright Ranch	298 Bernal Road															
Building 5109 - SCC James Ranch Kitchen	19050 Malaguerra Ave															
Building 5902 - SCC Juvenile Hall Kitchen Laundry	840 Guadalupe Parkwa															
Building 6186 - Elmwood Support Services	701 S. Able															
Bldg 4940 Fairground OTB	344 Tully Rd.															
Building 1404 Silver Creek Bldg D	5905 Silver Creek Valley Rd															
Building 0510 Vietnamese American Service Center	2410 Senter Rd	\$531.80	Quarterly	\$2,127.18												
Building 5201 - Holden Ranch Admin / Kitchen	1905 Malaguerra Ave															
Santa Clara Valley MC Bldg 6010	2325 ENBORG LN.				\$ 6,246.00	Semi-Annual			\$ 3,123.00	Semi-Annual	\$ 6,246.00	\$ 7,166.00	Quarterly			\$ 1,791.50
Santa Clara Valley Bldg 0910 Central Mental Health	2221 ENBORG LN.															
Santa Clara Valley MC Bldg 6060	751 SOUTH BASCOM AVE															
Bldg #5801 O - 2220 Moorpark	2220 MOORPARK															
Building 0921 - VHC Bascom	750 South Bacom															
Bldg 6008 N	777 Turner Dr															
Santa Clara Valley MC Bldg #6009 M	751 SOUTH BASCOM AVE				\$ 7,944.00	Semi-annual			\$ 3,972.00	Semi-annual	\$ 7,944.00	\$ 9,529.00	Quarterly			\$ 2,382.25
Bldg 6011 A Sabratto Pavilion	751 S Bascom											\$ 3,862.00	Quarterly			\$ 965.50
Santa Clara Valley MC Bldg 6043 B - Ancillary	751 SOUTH BASCOM AVE											\$ 3,862.00	Quarterly			\$ 965.50
Santa Clara Valley MC Bldg 6008 K - West Wing	751 SOUTH BASCOM AVE				\$ 6,467.00	Semi-annual			\$ 3,233.50	Semi-annual	\$ 6,467.00	\$ 3,549.00	Quarterly			\$ 887.25
Building 1134 - Lundy	1996 Lundy Ave															
County of Santa Clara Social Services	1879 Senter Road															
Building 0515 SSA Continuing Benefits Services	1870 Senter Road															
Building 3129 - San Martin Airport Fire Pump Build	13030 Murphy Rd															
Santa Clara Valley MC Bldg 3131	13030 Murphy Rd															
Santa Clara Valley MC Bldg 3132	13030 Murphy Rd															
Santa Clara Valley MC Bldg 3133	13030 Murphy Rd															
Building 3134 - San Martin Airport Hangar Buildings	13030 Murphy Rd															
Santa Clara Valley MC Bldg 3135	13030 Murphy Rd															
Santa Clara Valley MC Bldg 3136	13030 Murphy Rd															
Building 5128 James Ranch Modular Dorm F & G	19050 Malaguerra Ave															
Building 5216 - Holden Ranch HR Trailer	19050 Malaguerra Ave															
Building 1709 South Valley Hospital MOB	9360 No Name Uno															
Building 0183 - Old City Hall - Re-Entry Resource Center	151 Mission Street															
Building 1511 110 West Tazman	110 W Tasman Dr				\$ 6,357.00	Semi-annual			\$ 3,178.50	Semi-annual	\$ 6,357.00	\$ 5,823.00	Quarterly			\$ 1,455.75
Building 1701 DePaul Hospital	18500 DePaul Drive	\$ 407.99	Quarterly	\$ 1,631.95												
Building 1702 MOB DePaul	18500 DePaul Drive															
Modular Building - NEW	90 Highland Ave															
Building 1662 - Veterans Housing	10 Kirk Ave															

system change - more equipment

\$27,014.00

FM200

\$

33,791.00

Preaction

Site Name	Address	Billing Frequency in **Arba (Billing BAMA - Quarterly)	Annual Total of Inspection \$	Fire Alarm - Flow & Tamper Inspection Cost	Fire Alarm - Flow & Tamper Inspection Frequency	Annual Flow & Tamper Inspection Month	Semi-annual Inspection Months	Price Per Invoice in **Arba	Billing Frequency in **Arba (Billing BAMA - Semi- Annual)	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 in **Arba
Sourcewell Awarded Contract Contract #60021-JHN	Building 0101 - SCC Government Center East Wing														
	Building 0114 - Main Jail North														
	Building 0404 - SCC Sheriff's Office														
	Building 0500 - Women's Residential														
	Building 0710 - East Valley Pavilion - Mental Health														
	Building 1161 - County Center at Charcot														
	Building 1301 - SCC Muriel Wright Ranch														
	Building 5109 - SCC James Ranch Kitchen														
	Building 5902 - SCC Juvenile Hall Kitchen Laundry														
	Building 6186 - Elmwood Support Services														
	Bldg 4940 Fairground OTB														
	Building 1404 Silver Creek Bldg D														
	Building 0510 Vietnamese American Service Center														
	Building 5201 - Holden Ranch Admin / Kitchen														
	Santa Clara Valley MC Bldg 6010	Quarterly	\$ 7,166.00												
	Santa Clara Valley Bldg 0910 Central Mental Health														
	Santa Clara Valley MC Bldg 6060														
	Bldg #5801 O - 2220 Moorpark														
	Building 0921 - VHC Bascom														
	Bldg 6008 N	Quarterly	\$ 9,529.00												
	Santa Clara Valley MC Bldg #6009 M	Quarterly	\$ 3,862.00												
	Bldg 6011 A Sabratto Pavilion	Quarterly	\$ 3,862.00												
	Santa Clara Valley MC Bldg 6043 B - Ancillary	Quarterly	\$ 3,549.00												
	Santa Clara Valley MC Bldg 6006 K - West Wing														
	Building 1134 - Lundy														
	County of Santa Clara Social Services														
	Building 0515 SSA Continuing Benefits Services														
	Building 3129 - San Martin Airport Fire Pump Build														
	Santa Clara Valley MC Bldg 3131														
	Santa Clara Valley MC Bldg 3132														
	Santa Clara Valley MC Bldg 3133														
	Building 3134 - San Martin Airport Hangar Buildings														
	Santa Clara Valley MC Bldg 3135														
	Santa Clara Valley MC Bldg 3136														
	Building 5128 James Ranch Modular Dorm F & G														
	Building 5216 - Holden Ranch HR Trailer														
	Building 1709 South Valley Hospital MOB														
	Building 0183 - Old City Hall - Re-Entry Resource Center														
	Building 1511 110 West Tazman	Quarterly	\$ 5,823.00												
	Building 1701 DePaul Hospital														
	Building 1702 MOB DePaul														
	Modular Building - NEW														
	Building 1662 - Veterans Housing														

system change - more equipment

\$8,420.00 Waterflow & Tamper

\$ 29,918.00 Fire Pump

Site Name	Address	Billing Frequency BAMA -Monthly) will be billed as **Arba (Billing	Annual Total of Inspection \$	Hydrant Inspection Cost	Hydrant Frequency	Hydrant Inspection Month	Price Per Invoice for **Arba	Billing Frequency BAMA - Annual will be billed as **Arba (Billing	Annual Total of Inspection \$	Per Building Total Cost
Sourcewell Awarded Contract Contract #450521-JHN										
Building 0101 - SCC Government Center East Wing	70 West Hedding Street									\$5,847.00
Building 0114 - Main Jail North	150 West Hedding Street									\$21,489.00
Building 0404 - SCC Sheriff's Office	55 West Younger Ave									\$2,531.00
Building 0500 - Women's Residential	2030 Evans Lane									\$2,714.00
Building 0710 - East Valley Pavilion - Mental Health	101 Jose Figueres									\$2,385.00
Building 1161 - County Center at Charcot	2310 N. First Street									\$5,570.00
Building 1301 - SCC Muriel Wright Ranch	298 Bernal Road									\$2,603.00
Building 5109 - SCC James Ranch Kitchen	19050 Malaguerra Ave									\$3,890.00
Building 5902 - SCC Juvenile Hall Kitchen Laundry	840 Guadalupe Parkwa									\$5,679.00
Building 6186 - Elmwood Support Services	701 S. Able									\$22,570.00
Bldg 4940 Fairground OTB	344 Tully Rd.									\$2,458.00
Building 1404 Silver Creek Bldg D	5905 Silver Creek Valley Rd									\$7,999.00
Building 0510 Vietnamese American Service Center	2410 Senter Rd									\$10,082.23
Building 5201 - Holden Ranch Admin / Kitchen	1905 Malaguerra Ave									\$2,641.00
Santa Clara Valley MC Bldg 6010	2325 ENBORG LN.									\$16,132.00
Santa Clara Valley Bldg 0910 Central Mental Health	2221 ENBORG LN.									\$5,780.00
Santa Clara Valley MC Bldg 6060	751 SOUTH BASCOM AVE									\$33,220.00
Bldg #5801 O - 2220 Moorpark	2220 MOORPARK									\$5,780.00
Building 0921 - VHC Bascom	750 South Bacom									\$5,780.00
Bldg 6008 N	777 Turner Dr									\$13,549.00
Santa Clara Valley MC Bldg #6009 M	751 SOUTH BASCOM AVE									\$11,806.00
Bldg 6011 A Sabratto Pavilion	751 S Bascom									\$3,862.00
Santa Clara Valley MC Bldg 6043 B - Ancillary	751 SOUTH BASCOM AVE									\$3,549.00
Santa Clara Valley MC Bldg 6006 K - West Wing	751 SOUTH BASCOM AVE									\$6,467.00
Building 1134 - Lundy	1996 Lundy Ave									\$3,310.00
County of Santa Clara Social Services	1879 Senter Road									\$2,385.45
Building 0515 SSA Continuing Benefits Services	1870 Senter Road									\$4,037.10
Building 3129 - San Martin Airport Fire Pump Build	13030 Murphy Rd	\$ 2,493.17	\$ 29,918.00	\$ 4,702.00	Annual		\$ 4,702.00	Annual	\$ 4,702.00	\$37,379.10
Santa Clara Valley MC Bldg 3131	13030 Murphy Rd									\$3,168.10
Santa Clara Valley MC Bldg 3132	13030 Murphy Rd									\$1,646.10
Santa Clara Valley MC Bldg 3133	13030 Murphy Rd									\$1,646.10
Building 3134 - San Martin Airport Hangar Buildings	13030 Murphy Rd									\$6,203.10
Santa Clara Valley MC Bldg 3135	13030 Murphy Rd									\$1,646.10
Santa Clara Valley MC Bldg 3136	13030 Murphy Rd									\$1,646.10
Building 5128 James Ranch Modular Dorm F & G	19050 Malaguerra Ave									\$3,454.10
Building 5216 - Holden Ranch HR Trailer	19050 Malaguerra Ave									\$3,726.10
Building 1709 South Valley Hospital MOB	9360 No Name Uno			\$ 470.00	Annual		\$ 470.00	Annual	\$ 470.00	\$2,465.10
Building 0183 - Old City Hall - Re-Entry Resource Center	151 Mission Street									\$7,491.00
Building 1511 110 West Tazman	110 W Tasman Dr									\$12,180.00
Building 1701 DePaul Hospital	18500 DePaul Drive			\$ 2,821.00	Annual		\$ 2,821.00	Annual	\$ 2,821.00	\$44,284.53
Building 1702 MOB DePaul	18500 DePaul Drive									\$11,182.00
Modular Building - NEW	90 Highland Ave									\$4,403.10
Building 1662 - Veterans Housing	10 Kirk Ave			\$940.00	Annual		\$470.00	Annual	\$940.00	\$26,501.93

system change - more equipment

\$ 8,933.00 Hydrant

\$383,138.34 Total Per building

EXHIBIT C-1

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-1 as specified in Exhibit C-1.

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)
- 1.5. 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.
- 1.6. Other Requirements
 - 1.6.1 Contractor shall be available 24-hours a day, seven days a week to respond to all calls and dispatch a service technician when necessary.
 - 1.6.2. Service shall be performed during business hours on County approved schedules, unless scheduled otherwise.
 - 1.6.3. All services shall be coordinated with the appropriate County Project Manager.
 - 1.6.4. 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. KITCHEN HOOD TESTING AND CLEANING

9.1. Kitchen Hood Testing Services scope includes:

- 9.1.1. Contractor shall inspect the location of appliances and layout for nozzle coverage. Inspection shall include all nozzle surfaces, ducts and plenums.
- 9.1.2. Testing shall check for any signs of system activation or tamper.
- 9.1.3. Contractor shall check pressure gauges for proper PSI.
- 9.1.4. Contractor testing service shall include cutting a fusible link to test the detection line.
- 9.1.5. Contractor shall change fusible links twice a year in compliance with fire safety codes.
- 9.1.6. Testing shall include the replacement of protective blow-off caps when necessary.
- 9.1.7. Tests shall check proper operation of gas shut off valves, micro switches, and remote/manual pull station.
- 9.1.8. Contractor shall check for any blockage in the extinguishing line and ensure all fans are operating properly.
- 9.1.9. Contractor shall check the compatibility of all system components and any hood holes.
- 9.1.10. Testing shall verify activation of the fire alarm system and distributor emergency contact information.
- 9.1.11. Upon completion of testing, Contractor shall put the cooking system back into service and fire alarm system back into operation.
- 9.1.12. Contractor shall install new fusible links with the stamped date upon system activation to serve as proof of the fire marshal inspection service.

9.2. Kitchen Hood Cleaning scope includes:

- 9.2.1. Shutting down the fan unit to the hood prior to any work commencing and turn off the gas to the hood area to be cleaned. Once Fan is shut down, Contractor shall perform lock out/tag out procedures to ensure fan unit cannot be overridden.
- 9.2.2. No work shall commence until the fan all fan movement has ceased. Visually inspect fan unit and belts for any visible damage.
- 9.2.3. Prior to any cleaning, Contractor shall ensure that all electrical switches, open flame gas burners serving the cook line and exhaust system that could be activated accidentally, are shut down and a lock out/tag out procedure is followed.
- 9.2.4. Contractor shall place protective covering over any area or equipment that could be affected during the cleaning process. Contractor shall ensure that each employee is wearing proper PPE, including eye protection, respiratory protection (if applicable) and hand protection (if applicable).
- 9.2.5. Cleaning processes shall result in the removal of all cooking by-products from the interior of the kitchen exhaust system. Where necessary, removal of by-products shall be done through manual tools such as scraping, scrubbing and wiping. When appropriate, chemical detergents deemed will be applied to remove residual grease and contaminants from the surfaces.
- 9.2.6. Contractor shall clean vertical ductwork from the hood through the exhaust fan where accessible. Horizontal ductwork shall be cleaned from hood to exhaust fan where accessible. Access door to be installed as needed through approval of the facility engineer.
- 9.2.7. Service shall include cleaning and degreasing hoods, including hood filter tracts, grease troughs, and removable grease cups. Contractor shall clean the fan unit

where applicable and include inspecting exhaust fans for visibly loose or worn-out fan belts.

- 9.2.8. Contractor shall apply polish to stainless steel on hood. Service shall ensure area is clean and free from any debris, equipment, hand tools, etc. Contractor shall thoroughly clean all affected areas of the hood and exhaust ductwork that are accessible.
- 9.2.9. Upon conclusion of cleaning services Contractor shall remove lock out/tag out devices and provide detailed written report of all work performed, deficiencies identified in the exhaust system and recommendations for addressing any problems (if applicable).
- 9.2.10. Kitchen hood cleaning shall meet all requirements of NFPA 96, ANSI/IKEA C-10 Standard for the Methodology of Cleaning Commercial Kitchen Exhaust Systems.

10. NON-MAINTENANCE SERVICES

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

- 10.1.1. On-call service repair shall be performed during normal business hours, Monday through Friday, 8:00am-5:00pm Pacific Time.
- 10.1.2. Work may be required to be performed after hours and/or on weekends.
- 10.1.3. 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.
- 10.1.4. On-call service rates shall be billed per Exhibit B, Services and Products Rate Schedule.

10.2. Emergency Service

- 10.2.1. 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.
- 10.2.2. Emergency service rates shall be per labor rates identified in Exhibit B, Services and Products Rate Schedule
- 10.2.3. 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.
 - 10.2.3.1. Contractor shall respond to emergency requests and be on site within two (2) hours after receiving the call from the County.
- 10.2.4. Time and materials (T&M) billing will apply to all emergency service calls.

10.3. Emergency Situations

- 10.3.1. 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:
 - 10.3.1.1. A fully detailed statement of the problem, identifying and quoting any applicable code, law or regulation;
 - 10.3.1.2. The corrective action proposed;
 - 10.3.1.3. The detailed costs, at the applicable contract rates, separating materials and labor; and
 - 10.3.1.4. The proposed timeframe for corrective action.

11. GUARANTEE OF WORK AND WARRANTY

- 11.1. 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.
- 11.2. 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. 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.