

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND JOHNSON CONTROLS

This Agreement is entered into this 22nd day of October 2019, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Johnson Controls, hereinafter called "Contractor."

* * *

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained to complete access control system scope at the Nursing Tower and the Center Plant projects. Access Control Systems includes but not limited to card readers, door contacts, request to exit devices, door access power supplies, control panels, and back up batteries.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Services
Exhibit B—Payments and Rates
Exhibit C – Request for Proposal Dated September 27th, 2019
Exhibit D – JCI Proposal Dated October 17th, 2019
Attachment I—§ 504 Compliance
Attachment IP – Intellectual Property

2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed **One Hundred Fifty-Six Thousand Eight Hundred Sixty-Four Dollars (\$156,864)**. In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from November 12, 2019, through November 11, 2020.

5. Termination

This Agreement may be terminated by Contractor or by the Director of the Project Development Unit or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

6. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

7. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

8. Hold Harmless

a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the

performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including Contractor or its employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;
- (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or
- (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

b. Intellectual Property Indemnification

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

9. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

10. Insurance

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

- (a) Comprehensive General Liability... \$1,000,000
- (b) Motor Vehicle Liability Insurance... \$1,000,000
- (c) Professional Liability..... \$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

11. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

12. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations

for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

13. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

14. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

15. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

16. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

17. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Adam Ely, Director Project Develop Unit
Address: 1402 Maple Street, Redwood City, CA 94063
Telephone: (650) 599-9063
Email: aely@smcgov.org

In the case of Contractor, to:

Name/Title: Andrew Aguero, Account Executive
Address: 1615 Alvarado St, San Leandro, CA 94577
Telephone: (510) 600-5175
Email: Andrew.N.Aguero@jci.com

18. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

19. Payment of Permits/Licenses

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

* * *

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES. NO WORK WILL COMMENCE UNTIL THIS DOCUMENT HAS BEEN SIGNED BY THE COUNTY PURCHASING AGENT OR AUTHORIZED DESIGNEE.

For Contractor:



Contractor Signature

10-28-2019

Date

Marc Duchesneau/ Area Installation Manager

Contractor Name (please print)

If this Agreement is signed outside of the State of California, a notarized acknowledgment is required.

COUNTY OF SAN MATEO:

Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors

ATTEST:

Carole Groom
President of the Board of Supervisors

Clerk of Board of Supervisors

Exhibit A

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

Furnish all necessary management, supervision, labor, engineering, submittals, materials, tools, supplies, replacement equipment, services, testing, warranty, maintenance, as-built documentation and/or any other act or thing required to diligently and fully perform and complete the portions of the work described as follows and with the intent to match the current design, equipment, functionality and integration of the existing Access Control System for the San Mateo Medical Center Renovation Project:

- Nursing Wing Ground Floor Renovation
 - Furnish and Installation of 13 Card Readers with required DPS's and REX's
 - Furnish and Installation of 2 wireless DPS's
- Central Plant
 - Furnish and Installation of 9 Card Readers with required DPS's and REX's.

Exhibit B

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms and condition of the Agreement, County shall pay Contractor following lump sum fee:

Base Bid #1	Nursing Wing	\$90,746
Base Bid #2	Central Plant	\$66,118
Total		\$156,864

Travel Costs. There are some general guidelines regarding reimbursement rates that will apply. In general, the following restrictions should be followed:

- a. Reimbursable Expenses shall not include Local Travel, see below for definition.
- b. Travel expense beyond Local Travel for travel by automobile shall be reimbursed at the current rate set by the U.S. Government, and for travel by other means shall be the actual expense incurred by the Firm without mark-up.
- c. "Local Travel" means travel between Firm's offices and San Mateo County, and travel to any location within a fifty-mile radius of either Firm's office or San Mateo County.

Reimbursement for the actual cost of lodging, meals, and incidental expenses ("LM&I Expenses") is limited to the then-current Continental United States ("CONUS") rate for the location of the work being done (San Mateo/Foster City/Belmont, California), as set forth in the Code of Federal Regulations and as listed by the website of the U.S. General Services Administration (available online by searching www.gsa.gov for the term 'CONUS'); airline and car rental travel expenses ("Air & Car Expenses") are limited to reasonable rates obtained through a cost-competitive travel service (for example, a travel or car-rental website), with air travel restricted to coach fares and car rental rates restricted to the mid-level size range or below; and certain other reasonable travel expenses ("Other Expenses") such as taxi fares, parking costs, train or subway costs, etc. are reimbursable on an actual-cost basis without mark-up. If there are no air flights involved, rental cars and pay for rides, where allowed, are reimbursed at the GSA rate from the office or place of ride origin, whichever is less.

Payments. All payments will be invoiced at the end of each month, and due and payable to Contractor within thirty (30) days of receipt by County. Payments shall be based upon the percentage of work completed to date including materials stored and work performed on. County and Contractor shall agree to a "Schedule of Values" on which the relative percent complete will be determined.

Disputed Payments. If County disputes any invoice, or part thereof, or any supporting documentation related thereto, County shall approve full payment to Contractor less any portions of the Invoice amount in dispute. County shall further provide to Contractor a written explanation of the basis for the dispute and the amount being withheld related to the dispute, no later than the due date for such Invoice. If any amount disputed by County is finally determined to be due to Contractor, either by agreement between the Parties, which shall be reduced to a dated writing, or as a result of dispute resolution pursuant to Section 16, such amount shall be deemed approved by County and immediately due and payable.

Attachment IP

Intellectual Property Rights

1. The County of San Mateo ("County"), shall and does own all titles, rights and interests in all Work Products created by Contractor and its subcontractors (collectively "Vendors") for the County under this Agreement. Contractor may not sell, transfer, or permit the use of any Work Products without the express written consent of the County.
2. "Work Products" are defined as all materials, tangible or not, created in whatever medium pursuant to this Agreement, including without limitation publications, promotional or educational materials, reports, manuals, specifications, drawings and sketches, computer programs, software and databases, schematics, marks, logos, graphic designs, notes, matters and combinations thereof, and all forms of intellectual property.
3. Contractor shall not dispute or contest, directly or indirectly, the County's exclusive right and title to the Work Products nor the validity of the intellectual property embodied therein. Contractor hereby assigns, and if later required by the County, shall assign to the County all titles, rights and interests in all Work Products. Contractor shall cooperate and cause subcontractors to cooperate in perfecting County's titles, rights or interests in any Work Product, including prompt execution of documents as presented by the County.
4. To the extent any of the Work Products may be protected by U.S. Copyright laws, Parties agree that the County commissions Vendors to create the copyrightable Work Products, which are intended to be work-made-for-hire for the sole benefit of the County and the copyright of which is vested in the County.
5. In the event that the title, rights, and/or interests in any Work Products are deemed not to be "work-made-for-hire" or not owned by the County, Contractor hereby assigns and shall require all persons performing work pursuant to this Agreement, including its subcontractors, to assign to the County all titles, rights, interests, and/or copyrights in such Work Product. Should such assignment and/or transfer become necessary or if at any time the County requests cooperation of Contractor to perfect the County's titles, rights or interests in any Work Product, Contractor agrees to promptly execute and to obtain execution of any documents (including assignments) required to perfect the titles, rights, and interests of the County in the Work Products with no additional charges to the County beyond that identified in this Agreement or subsequent change orders. The County, however, shall pay all filing fees required for the assignment, transfer, recording, and/or application.
6. Contractor agrees that before commencement of any subcontract work it will incorporate this **ATTACHMENT IP** to contractually bind or otherwise oblige its subcontractors and personnel performing work under this Agreement such that the County's titles, rights, and interests in Work Products are preserved and protected as intended herein.



Request for Proposal
Access Control Equipment
For the County of San Mateo
Medical Center Renovation Project

RFP #: 2019.09.27.001

Issuing Department: Project Development Unit
1402 Maple Street
Redwood City, CA
Phone: (650) 369-4722

Proposal Description: Furnish and Installation of Access Control Equipment

Date Issued: September 27th, 2019

Responses due: Oct. 4th, 2019

Proposal can be mailed to
or hand delivered to: County of San Mateo
Project Development Unit
1402 Maple Street
Redwood City, CA 94063

Proposal Outline:

Section A: Clarifications

Section B: Base Scope

Section C: Special Provisions

Section D: Exclusions

Section E: Schedule

Section F: Project Documents

RFP:

Section A – Clarifications:

This Request for Proposals (RFP) is not a commitment or contract of any kind. The County of San Mateo reserves the right to pursue any, or none of the ideas generated by this request. Costs for developing the proposals are entirely the responsibility of the applicants and shall not be reimbursed. The County reserves the right to select the proposal that is in the County's best interest, to reject any and all proposals, to terminate the RFP process, and/or to waive any requirements of this RFP when it determines that doing so is in the best interest of the County. Further, while every effort has been made to ensure the information presented in this RFP is accurate and thorough, the County assumes no liability for any unintentional errors or omissions in this document.

NOTE REGARDING THE PUBLIC RECORDS ACT:

(a) General Provisions Regarding Public Nature of Proposals.

Government Code Section 6250 et. seq., the Public Records Act, defines a public record as any writing containing information relating to the conduct of the public's business that is prepared, owned, used, or retained by any state or local agency regardless of physical form or characteristics. The Public Records Act provides that public records shall be disclosed upon written request, and that any citizen has a right to inspect any public record, unless the document is exempted from the disclosure requirements.

(b) Respondent's Rights Regarding Confidentiality of Proposals.

The County of San Mateo does not represent or guarantee that any information submitted in response to the RFP will be kept confidential. If the County of San Mateo receives a request under the Public Records Act for any document submitted in response to this RFP, it will not assert any privileges that may exist on behalf of the person or business submitting the proposal. In the event that a party who has submitted a proposal wishes to prevent disclosure, it is the sole responsibility of that party to assert any applicable privileges or reasons why the document should not be produced and to obtain a court order prohibiting disclosure. If material is designated as confidential, the County will attempt in a timely manner to inform the person or entity that submitted such material of the public records request in order to permit the person or entity to assert any applicable privileges.

Section B – Base Scope:

Furnish all necessary management, supervision, labor, engineering, submittals, materials, tools, supplies, replacement equipment, services, testing, warranty, maintenance, as-built documentation and/or any other act or thing required to diligently and fully perform and complete the portions of the work described as follows and with the intent to match the current design, equipment, functionality and integration of the existing Access Control System for the San Mateo Medical Center Renovation Project:

- Nursing Wing Ground Floor Renovation
 - Furnish and Installation of 13 Card Readers with required DPS's and REX's
 - Furnish and Installation of 2 wireless DPS's
- Central Plant
 - Furnish and Installation of 9 Card Readers with required DPS's and REX's.

Section C – Special Provisions:

1. Include Bonds, Performance Bond, Payment Bond
2. Proposal includes all sales, use & employee taxes
3. Proposal includes all fees, electrical permits, permits of any kind
4. Include Prevailing Wages, Union Wages or PLA of any type
5. Includes all wiring, terminations
6. Door position switches, request to exit devices, card readers
7. Supporting headend equipment, power supplies
8. Integration with existing access control system.
9. All enclosures and equipment racks as required to support new headend equipment
10. Pricing is required to be broken out in the following matter:
 - a. Base Bid #1: Nursing Wing (13 Card Readers):
 - i. Labor (Identify Labor Rates and Man Hours)
 - ii. Materials
 - iii. Taxes
 - iv. Bond/Insurance

- v. Overhead & Profit
- b. Base Bid #2: Nursing Wing (2 Wireless DPS's):
 - i. Labor (Identify Labor Rates and Man Hours)
 - ii. Materials
 - iii. Taxes
 - iv. Bond/Insurance
 - v. Overhead & Profit
- c. Base Bid #3: Central Plant (9 Card Readers)
 - i. Labor (Identify Labor Rates and Man Hours)
 - ii. Materials
 - iii. Taxes
 - iv. Bond/Insurance
 - v. Overhead & Profit

Section D – Exclusions:

1. Door locks, operators, electric hinges
2. Door operators and door hardware power supplies
3. Conduit, J-hooks and backboxes
4. 120v power required at door power supplies

Section E – Milestone Schedule:

- Wire pull – 11/30/19
- Device Install – 12/31/19
- Testing/Commissioning – 1/31/20
- Completion – 2/21/20

Section F – Project Documents:

- Base Bid #1: Nursing Wing
 - 001 – RFI 10.167
 - 002 – RFI 10.167A
 - 003 – RFI 10.167B
 - 004 – RFI 10.225
 - 007 – Division 8 Specs
 - 008 – CP 8000.010.010 NW Door Operator Scope
- Base Bid #2:
 - 005 - RFI 10.226
- Base Bid #3:
 - 006 – RFI 31.037
 - 007 – Division 8 Specs
 - 008 – CP 8000.010.010 NW Door Operator Scope

END OF RFP:

Johnson Controls
Security & Fire Metro Bay Area
1615 Alvarado St.
San Leandro, CA 94577



10/17/2019

Attn: San Mateo County

Reference: Security Systems – San Mateo Medical Center – Nursing Wing and Central Plant

Subject: Access Control System JCI Estimate Number: N/A

We are pleased to provide our proposal for the below defined Scope of Work for your project for the San Mateo Medical Center Nursing Wing and Central Plant Renovation located in San Mateo, California. Based on our conversations and drawing review, along with your input, we have provided the following cost effective system solution for your review and consideration.

Per Drawing(s)/Specification/Documentation:	000 – Security RFP
	001 – RFI 10.167
	002 – RFI 10.167A
	003 – RFI 10.167B
	004 – RFI 10.225
	005 – RFI 10.226
	006 – RFI 31.037
	007 – Division 8 Specs
	008 – CP8000.010.010

Base Bid #1 Nursing Wing Card Readers Total Investment	\$85,996.39
Base Bid #2 Nursing Wing Door Position Sensors Total Investment	\$9,525.93
Base Bid #3 Central Plant Card Readers Total Investment	\$69,597.98

Note: Breakdown is only for total package acceptance, if individual bid items are desired, separate pricing would be required. See investment information section for detailed breakdown.

Inclusions, Exclusions and Clarifications

Base Bid #1: Nursing Wing

001 – RFI 10.167
002 – RFI 10.167A
003 – RFI 10.167B
004 – RFI 10.225
007 – Division 8 Specs
008 – CP 8000.010.010 NW Door Operator Scope

Access Control

- JCI to furnish and install the following equipment:
 - (1) Access Control Panel
 - (13) Card Reader
 - (1) Door Access Power Supply
 - (4) Backup Batteries
 - (14) Door Contacts
 - (8) Request-to-Exit Devices
- JCI to furnish and install all necessary wiring
- JCI to terminate wiring onto electrified locking hardware termination points
- JCI to program all devices to existing JCI-managed access control system

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Exclusions

1. Section 27 05 28 – Pathways for Communications Systems (by Electrical)
2. Electrified Locking Hardware
3. Cable Tray (outside of telecom room)
4. PacBell Cable
5. Asbestos
6. Providing Active Network or Switches
7. Plywood in Telecomm room
8. Main ground bar or grounding to the closets
9. Innerduct
10. Fiber Optic Backbone Cabling
11. Surface Mount Raceway
12. 120V/220V Power
13. Conduit
14. Patching/Paint
15. CAD files to be provided at no charge
16. Access Doors & Hatches
17. Permits & Fees (none expected)
18. Lifts
19. Telecomm rooms and racks are existing or by others

Base Bid #2: Nursing Wing

005 – RFI 10.226

Access Control

- JCI to furnish and install the following equipment:
 - (1) Wireless Receiver
 - (2) Weatherproof Door Contacts
 - (2) Wireless Transmitters
- JCI to furnish and install all necessary wiring
- JCI to program all devices to existing JCI-managed access control system

Exclusions

1. Section 27 05 28 – Pathways for Communications Systems (by Electrical)
 2. Electrified Locking Hardware
 3. Cable Tray (outside of telecom room)
 4. PacBell Cable
 5. Asbestos
 6. Providing Active Network or Switches
 7. Plywood in Telecomm room
 8. Main ground bar or grounding to the closets
 9. Innerduct
 10. Fiber Optic Backbone Cabling
 11. Surface Mount Raceway
 12. 120V/220V Power
 13. Conduit
 14. Patching/Paint
 15. CAD files to be provided at no charge
 16. Access Doors & Hatches
 17. Permits & Fees (none expected)
 18. Lifts
 19. Telecomm rooms and racks are existing or by others
-

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Base Bid #3: Central Plant

006 – RFI 31.037

007 – Division 8 Specs

008 – CP 8000.010.010 NW Door Operator Scope

Access Control

- JCI to furnish and install the following equipment:
 - (1) Access Control Panel
 - (9) Card Reader
 - (1) Door Access Power Supply
 - (4) Backup Batteries
 - (12) Door Contacts
 - (5) Request-to-Exit Devices
- JCI to furnish and install all necessary wiring
- JCI to terminate wiring onto electrified locking hardware termination points
- JCI to program all devices to existing JCI-managed access control system

Exclusions

1. Section 27 05 28 – Pathways for Communications Systems (by Electrical)
2. Electrified Locking Hardware
3. Cable Tray (outside of telecom room)
4. PacBell Cable
5. Asbestos
6. Providing Active Network or Switches
7. Plywood in Telecomm room
8. Main ground bar or grounding to the closets
9. Innerduct
10. Fiber Optic Backbone Cabling
11. Surface Mount Raceway
12. 120V/220V Power
13. Conduit
14. Patching/Paint
15. CAD files to be provided at no charge
16. Access Doors & Hatches
17. Permits & Fees (none expected)
18. Lifts
19. Telecomm rooms and racks are existing or by others

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Investment Information

Base Bid #1: Nursing Wing (Access Control)

Project Management Labor (\$225/hr * 32 hours)	\$7,200.00
Engineering Labor (\$200/hour * 32 hours)	\$6,400.00
Low Voltage Installer Labor (\$90/hour * 240 hours)	\$21,600.00
Security System Technician Labor (\$180/hour * 32 hours)	\$5,760.00
Materials	\$30,785.23
Material Tax (9.25%)	\$2,847.63
Bond/Insurance	\$186.48
Overhead & Profit (15%)	\$11,216.90
Base Bid #1 Total Investment	\$85,996.39

Base Bid #2: Nursing Wing (Wireless DPS)

Project Management Labor (\$225/hr * 8 hours)	\$1,800.00
Engineering Labor (\$200/hour * 8 hours)	\$1,600.00
Low Voltage Installer Labor (\$90/hour * 32 hours)	\$2,880.00
Security System Technician Labor (\$180/hour * 8 hours)	\$1,440.00
Materials	\$496.81
Material Tax (9.25%)	\$45.95
Bond/Insurance	\$20.66
Overhead & Profit (15%)	\$1,242.51
Base Bid #2 Total Investment	\$9,525.93

Base Bid #3: Central Plant (Access Control)

Project Management Labor (\$225/hr * 28 hours)	\$6,300.00
Engineering Labor (\$200/hour * 32 hours)	\$4,800.00
Low Voltage Installer Labor (\$90/hour * 160 hours)	\$14,400.00
Security System Technician Labor (\$180/hour * 24 hours)	\$4,320.00
Materials	\$27,962.53
Material Tax (9.25%)	\$2,586.53
Bond/Insurance	\$150.92
Overhead & Profit (15%)	\$9,078.00
Base Bid #3 Total Investment	\$69,597.98

** if all (3) bids are accepted a 5% discount will be provided**

5% Discount for Complete Acceptance	\$8,256.02
Complete Acceptance Total Investment	\$156,864.28

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Authorization to Proceed

Johnson Controls, Inc.
1615 Alvarado St.
San Leandro, CA. 94577

San Mateo Health Center
Nursing Wing and Central Plant
Access Control Additions

Seller Johnson Controls, Inc.

Buyer _____

By Andrew Aguero

Lot Sum \$

Title Account Executive - SSNA

Title _____

Date 10/17/2019

Date _____

Our goal is to be your partner through the process and allocate the necessary resources and coordinate with you to insure that we are in compliance with all your needs, including schedule requirements. We look forward to continuing our partnership.

Sincerely,



Andrew Aguero
Account Executive
Systems & Services – North America

Johnson Controls, Inc.
San Francisco | Bay Area
Mobile : 510-600-5175
Fax : 510-780-7711
Email : Andrew.n.aguero@jci.com

TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

1. **SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Plastering, patching and painting are excluded. "In-line" duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by Johnson Controls, Inc. (hereinafter referred to as JCI), shall be distributed and installed by others under JCI's supervision but at no additional cost to JCI. Purchaser agrees to provide JCI with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. JCI agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge JCI for any costs or expenses without JCI's written consent unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment Hazards or dangerous substances, to include but not be limited to asbestos or PCSs, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JCI shall not operate to compel JCI to perform any work relating to Hazards without JCI's express written consent.
2. **INVOICING & PAYMENTS.** JCI may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Ten percent (10%) of the contract price is for engineering, drafting and other mobilization costs incurred prior to installation. This 10% shall be included in JCI's initial invoice. Purchaser agrees to pay JCI the amount invoiced upon receipt of the invoice. Waivers of lien will be furnished upon request as the work progresses to the extent payments are received. If JCI's invoice is not paid within 30 days of its issuance, it is delinquent. Invoicing disputes must be identified in writing within 21 days of the date of invoice. Payments of any disputed amounts are due and payable upon resolution. All other amounts remain due within 30 days. In the event of Purchaser's default, the balance of any outstanding amounts will be immediately due and payable. Payment is a condition precedent to JCI's obligation to perform under the agreement. Failure to make payments when due will give JCI, without prejudice to any other right or remedy, the right to: (i) to stop performing, withhold deliveries of equipment and other materials, terminate or suspend any unpaid software licenses and/or terminate this agreement; and (ii) charge Purchaser interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full.
3. **MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of JCI, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, JCI shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore. Prices for materials, labor, and equipment covered by this contract may be adjusted by JCI, upon notice to Purchaser at any time, to reflect any increase in JCI's cost of raw materials (e.g., steel, aluminum) incurred by JCI.
4. **WARRANTY.** JCI warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of ninety (90) days from delivery of said equipment, or if installed by JCI, for a period of ninety (90) days from installation. JCI warrants that for equipment furnished and/or installed but not manufactured by JCI, JCI will extend the same warranty terms and conditions which JCI receives from the manufacturer of said equipment. For equipment installed by JCI, if Purchaser provides written notice to JCI of any such defect within thirty (30) days after the appearance or discovery of such defect, JCI shall, at its option, repair or replace the defective equipment. For equipment not installed by JCI, if Purchaser returns the defective equipment to JCI within thirty (30) days after appearance or discovery of such defect, JCI shall, at its option, repair or replace the defective equipment and return said equipment to Purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by JCI shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE. JCI makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity.
5. **LIABILITY.** To the maximum extent permitted by law, in no event shall JCI and its affiliates and their respective personnel, suppliers and vendors ("JCI Parties") be liable to Purchaser or any third party under any cause of action or theory of liability even if advised of the possibility of such damages, for any: (a) special, incidental, indirect, punitive or consequential damages; (b) loss of business, use, profits, revenues, customer opportunities, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement. In any case, the entire aggregate liability of the JCI Parties under this agreement for all damages, losses, causes of action, whether in contract, tort (including negligence), or otherwise, shall be limited to the amount actually received by JCI for the performance of its obligations hereunder.
6. **TAXES/TARIFFS.** The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. In addition to the stated price, purchaser shall pay all taxes not legally required to be paid by JCI or,

alternatively, shall provide JCI with acceptable tax exemption certificates. JCI shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work. Pricing for products and parts covered by this proposal does not include any amounts for changes in tariffs or other similar charges imposed and/or enacted by a government. At any time prior to shipment, JCI shall be entitled to an increase in time and money for any costs that it incurs directly or indirectly that arise out of or relate to changes in tariffs or similar charges due to such changes.

7. DELAYS. JCI shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond JCI's control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner or other Contractors or delays caused by suppliers or subcontractors of JCI, etc.

8. COMPLIANCE WITH LAWS. JCI shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.

9. DISPUTES. All disputes involving more than \$15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.

10. INSURANCE. Insurance coverage in excess of JCI's standard limits will be furnished when requested and required. No credit will be given or premium paid by JCI for insurance afforded by others.

11. INDEMNITY. The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the Indemnifying Party.

12. OCCUPATIONAL SAFETY AND HEALTH. The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.

13. LEGAL FEES. Purchaser agrees to pay and reimburse JCI for any and all reasonable legal fees which are incurred by JCI in the collection of amounts due and payable under this Agreement.

14. ONE-YEAR CLAIMS LIMITATION. No claim or cause of action, whether known or unknown, shall be brought against JCI more than one year after the claim first arose. Except as provided for herein, JCI's claims must also be brought within one year. Claims not subject to the one-year limitation include claims for unpaid: (a) contract amounts, (b) change order amounts (approved or requested) and (c) delays and/or work inefficiencies.

15. PURCHASER RESPONSIBILITIES. Purchaser is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply JCI secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Purchaser and/or end user against unauthorized access. Purchaser is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

16. FORCE MAJEURE. JCI shall not be responsible for delays, interruption or failure to perform due to causes beyond its control, including but not limited to material shortages, work stoppages, fires, civil disobedience or unrest, cyber-attacks, viruses, ransomware, failures or interruptions to network systems, data breaches, severe weather, fire or any other cause beyond the reasonable control of JCI.

17. ENTIRE AGREEMENT. This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.

18. CHANGES. No change or modification of any of the terms and conditions stated herein shall be binding upon Johnson unless accepted by Johnson in writing.