

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND VENDOR NAME JOHNSON CONTROLS INC. (JCI)

THIS AGREEMENT, entered into this _____ day of _____, _____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and JOHNSON CONTROLS, INC., hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code Section 31000, 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 for the purpose of providing the installation of a security system for the Health Department at Alameda De Las Pulgas;

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Exhibits.

The following exhibits are attached hereto and incorporated by reference herein:

- Exhibit A—Services
- Exhibit B—Payments and Rates

2. Services to be performed by Contractor.

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

3. Payments.

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed ONE HUNDRED SEVENTY SIX THOUSAND SIXTY SEVEN DOLLARS [\$176,067].

4. Term and Termination.

Subject to compliance with all terms and conditions, the term of this Agreement shall be from NOVEMBER 30, 2007 TO NOVEMBER 29, 2008.

This Agreement may be terminated by Contractor or by the Chief Information Officer of San Mateo County, or his/her designee, at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. 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 a portion of the full payment which is determined by comparing the work/services completed to the work/services required by this Agreement.

5. **Availability of Funds.**

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

6. **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 the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

7. **Hold Harmless.**

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (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 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, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this 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 herein shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8. **Assignability and Subcontracting.**

Contractor shall not assign this Agreement or any portion thereof 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 the County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

9. **Insurance.**

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by County's Risk Manager, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the Information Services Department with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the 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 the Chief Information Officer of any pending change in the limits of liability or of any cancellation or modification of the policy.

- A. **Worker's Compensation and Employer's Liability Insurance.** The Contractor shall have in effect, during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against

liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and Contractor will comply with such provisions before commencing the performance of the work of this Agreement.

- B. **Liability Insurance.** The Contractor shall take out and maintain, during the life of this Agreement, such Bodily Injury Liability and Property Damage Liability Insurance as shall protect Contractor 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 or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

1) Comprehensive General Liability	<u>\$1,000,000</u>
2) Motor Vehicle Liability Insurance	<u>\$1,000,000</u>
3) Professional Liability	<u>\$1,000,000</u>

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 the insurance afforded thereby to the County, its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees 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, the County of San Mateo, 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 pursuant to this Agreement.

10. Compliance with Laws; Payment of Permits/Licenses.

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, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, which prohibits discrimination on the basis of handicap 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 State, Federal, County, or municipal law or regulations, the requirements of the applicable law 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.

11. Non-Discrimination.

- A. *Section 504 applies only to Contractors who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual 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 this Agreement.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or be subjected to discrimination under this Agreement.
- C. *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 of San Mateo upon request.
- D. *Violation of non-discrimination provisions.* 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:
 - 1) termination of this Agreement;
 - 2) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
 - 3) liquidated damages of \$2,500 per violation;
 - 4) 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 examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under this Agreement or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, or any other entity charged with the investigation of allegations 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 the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits Contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated as if fully set forth herein.

G. *Compliance with Contractor Employee Jury Service Ordinance*

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees' deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service.

12. Retention of Records, Right to Monitor and Audit

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

(b) Reporting and Record Keeping: Contractor shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the County.

(c) Contractor agrees to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, 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, and this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

13. Merger Clause.

This Agreement, including the Exhibits and Attachments attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this Agreement's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties. In the event of a conflict between the terms, conditions, or specifications set forth herein and those in Exhibits "A" and "B" attached hereto, the terms, conditions, or specifications set forth herein shall prevail.

14. Controlling Law.

The validity of this Agreement and of its terms and provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California.

15. **Notices.**

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United State mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed to:

In the case of County, to:

San Mateo County
Information Services Department
Chris Flatmoe, CIO/Director
455 County Center, Third Floor
Redwood City, CA 94063

In the case of Contractor, to:

Steve Sandoval, Account Executive
Johnson Controls, Inc.
3526 Breakwater Court
Hayward, CA 94545

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

*A Political Subdivision of the
State of California*

By: _____
Rose Jacobs Gibson, President, Board of Supervisors,
San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

JOHNSON CONTROLS, INC.

By: _____

(Printed Name)

Date: _____

EXHIBIT A - SERVICES
AGREEMENT BETWEEN COUNTY OF SAN MATEO
AND JOHNSON CONTROLS, INC.

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

1. SCOPE OF WORK

Contractor will provide the initial onsite system configuration, and system set-up, submittals, system diagram testing and commissioning of the new card key system for County's Health Services Buildings at 1950 and 2000 Alameda De Las Pulgas in San Mateo.

Contractor will perform/provide the following:

- Install (43) access control doors with door position alarm contacts and electronic door hardware with request-to-exit sensors.
- Install (1) access control gate to the storage room (lower level outside 1950 building), and (1) access control reader to control access into the elevator cab at the 1950 Alameda building.
- Install (2) JCI Cardkey Proximity Readers at the 2000 main building entrance and lower level garage entry for allowing County employees to use their own access card to gain entry into the building and parking garage after hours and interface with the existing electrified door hardware for the locations.
- Provide and install all new yellow-jacketed plenum cabling for the security system.
- Install new electronic magnetic locks on the (6) ADA Operator doors for cardkey control. (The remaining (35) new and existing non-ADA operator doors will have Mortise 24VDC locksets with REX function and electronic transfer hinges installed by another vendor). Contractor will connect the hinges and control the locks. All security cable will be wired in a neat manner to the new JCI Network Controllers and Panels to be located in the IT or IDF rooms at each location.
- Interface hardware with the (5) automatic door operators (installed by others) to enable the automatic door to open with a valid card at designated times. The Cardkey Systems will be controlled and operated from the County's existing P2000 Security Management System at the Sheriff's Security Dispatch.
- Provide a separate option to install a wireless duress system consisting of (60) wireless panic buttons at 1950 Alameda De Las Pulgas for first and second floor coverage.
- Provide (1) automatic door operator in 613 finish for the second floor door 205. The door operator will include wireless operator buttons on both sides of the door. For securing the automatic doors, electromagnetic locks will be installed to secure the doors in either 626 or 613 finish. Each magnetic lock door will include a pneumatic momentary "Exit" button wired directly to the magnetic lock. The magnetic locks will be powered from a UL power supply with MOM5C Fire Relay, which will release doors upon an activated fire alarm. (A fire alarm company will connect to the JCI Fire Relay in the panel room location.)
- Provide new security equipment, one-year warranty, cable, and associated installation material. Contractor will provide the initial onsite system configuration, system set-up, initial system set-up submittals, system diagram testing and commissioning of the system.

- Technical Support Services including: Turnover Package (11" x 17" Security Drawings for the project), design and CAD device layout drawings for Security, initial system setup, testing, and programming of the new integrated Security System, one-year warranty on all new equipment and software furnished under this Agreement. The warranty service includes standard Monday to Friday 8:00 am to 5:00 pm coverage.
- Install the Bosch Security Escort System at the 1950 Alameda building for coverage on the first and second floor of the County-occupied space. The Security Escort System will operate on a customer-supplied computer (location to be determined) and also operate on up to (8) other workstations. Contractor will install (50) wireless duress alarms with wall/desk mounting brackets and (10) wireless personal duress transmitters. Each of the (50) wireless duress alarms will transmit its location to the nearest receiving unit. (Contractor will install (11) receivers on the first floor and (9) receivers on the second floor.) The receivers will be wired in a database to a transponder power supply to be located in the IT Room. Contractor will also provide dry contact output or software output to the in-house paging system. This will allow the in-house paging system to make audible tones during duress alarms. The exact location will be displayed via map and annunciation on the Security Escort PC or any of the workstations connected to the Security Escort Computer.

Items not covered in this project include:

- 110 a/c power available in the IDF/IT Rooms for Security Equipment. One dedicated 20amp circuit is being requested at each of the IT rooms.
- A Door Contractor will provide and install the (38) proposed new and existing cardkey doors should have Schalge L9080EU-RX-613-17L Mortise Electric Lockset and 4-wire power transfer hinge with pigtail connection from Mortise lock to hinge. (JCI will connect at hinge to control the locking and unlocking of each of the doors.)
- A Door Contractor will provide the wire chase core from lock to hinge for each cardkey door.
- A Door Contractor will provide and install automatic door operators at the five perimeter doors at 1950 Alameda De Las Pulgas. (JCI will add magnetic locks to the ADA-Operator doors to ensure the doors lock with Cardkey control.)
- Database entry for each employee data fields, time zones, and access levels.
- The installation of security cable in conduit. All plenum yellow-jacketed cable will be bundled, tiled and strapped above ceiling areas.
- Existing County Proximity Security Cards
- Painting of conduit

Assumptions related to this project:

- County will supply network drops for each CK721-A Network Controller in the IT/IDF rooms
- An existing 110vac power in the basement mechanical room

- The County's ISD is to provide required static IP Address network connection from Health Services Building CK720 basement location to Cardkey P2000 Server (Central Plant Server Room) to the SMCHC Central Plant
- No painting of Conduit is included
- First year warranty is included. No additional years are figured into this Agreement

Warranty (Standard)

As a baseline standard, the installation contract will have a one-year of parts and labor warranty. This warranty will cover the parts and labor to correct product or workmanship defects for the period of one year. The warranty does not include preventative maintenance and/or software upgrades. The warranty also does not include the correction of problems caused by the misuse of the systems and products provided. Specifically, the contract language to describe the warranty provided is:

- Contractor warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from delivery of said equipment, or if installed by Contractor, for a period of one (1) year from installation.
- Contractor warrants that for equipment furnished and/or installed but not manufactured by Contractor, Contractor will extend the same warranty terms and conditions, which Contractor receives from the manufacturer of said equipment.
- For equipment installed by Contractor, if County provides written notice to Contractor of any such defect within thirty (30) days after the appearance or discovery of such defect, Contractor shall, at its option, repair or replace the defective equipment.
- For equipment not installed by Contractor, if County returns the defective equipment to Contractor within thirty (30) days after appearance or discovery of such defect, Contractor shall, at its option, repair or replace the defective equipment and return said equipment to County.

All transportation charges incurred in connection with the warranty for equipment not installed by Contractor shall be borne by the County. 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.

Hardware, Software, and Labor

QTY	MODEL	DESCRIPTION	PRICE	TOTAL
6	CK721-A	JCI CK721 NETWORK CONTROLLER	2,025.50	12,153.00
12	S300-DIN-L	JCI DIN RAIL ENCLOSURE W/ 5A POWER SUPPLY	355.16	4,261.92
25	S300-RDR2S	JCI 2 DOOR INTERFACE W/ SUP INPUTS	453.70	11,342.50
13	S300-D-BRK	JCI DIN RAIL BATTERY BRACKET KIT	21.05	273.65
25	S300-BAT	JCI 12V 7.2A HR BATTERY	35.13	878.25
1	S300-XS	JCI SMALL EXPANSION ENCLOSURE	308.76	308.76
1	S300-IO8	JCI INPUT/OUTPUT MODULE	499.00	499.00
48	L73-G-2W	JCI HID PROXIMITY DARK GRAY WALL READER	176.56	8,474.88
53	1078	GE SECURITY RECESSED DOOR CONTACTS	8.72	462.16
6	DS160i	GE SECURITY PIR EXIT SENSOR	87.52	525.12
4	EM600D	GLS DOUBLE MAGNETIC LOCK, 626 FINISH	396.25	1,585.00
1	EM600	GLS SINGLE MAGNETIC LOCK, 626 FINISH	286.50	286.50
3	C5014	GLS DOOR CLOSER 613 FINISH	98.00	294.00
4	AS-SL401	AMSECO XENON TUBE STROBE LIGHT	49.52	198.08
1	ES7981	LCN DOOR CONTROL BOX	1,698.00	1,698.00
1	4822	LCN PNEUMATIC SINGLE DOOR OPERATOR	1,347.00	1,347.00
1	7910-931	LCN SINGLE WIRELESS RECEIVER	286.00	286.00
2	7910-967	LCN WIRELESS OPERATOR BUTTONS	392.00	784.00
1	SL-E942FC13	SL ELECTROMAGNETIC GATE LOCK	229.00	229.00
6	ACTS14	AC PNEUMATIC TIMED EXIT BUTTON	247.00	1,482.00
1	2205A	GE SECURITY ARMORED GATE CONTACT	29.00	29.00
4	AL600ULM	ALTRONIX 24VDC POWER SUPPLY PANEL	457.20	1,828.80
1	SMP5-PMCT	ALTRONIX 12VDC POWER SUPPLY PANEL	274.00	274.00
9	BT12-7	ALTRONIX 12V 7AMP HOUR BATTERY	29.72	267.48
LOT	MATERIAL	MATERIAL, CABLE, PANDUIT, AND INSTALL MATERIALS	15,274.00	15,274.00
1	SOFTWARE	SECURITY ESCORT CENTRAL CONSOLE SOFTWARE	1650.00	1650.00
1	EA500B	BOSCH TRANSPONDER LARGE ENCLOSURE	676.35	676.35
1	D126	BOSCH 12V7.2 AH BATTERY	33.00	33.00
1	SE485	BOSCH COMPUTER INTERFACE ADAPTER	247.50	247.50
20	EA102A-304	BOSCH INDOOR WIRELESS RECEIVER	210.00	4200.00
1	SE2M-304	BOSCH PERSONAL MAINTENANCE TRANSMITTER	112.50	112.50
4	EA120B-304	BOSCH INDOOR ALERT MODULE	237.60	950.40
10	SE3U-304	BOSCH PERSONAL TRANSMITTER	60.00	600.00
50	SE88-604-304	BOSCH SINGLE BUTTON TRANSMITTER (60 MIN)	54.00	2700.00
50	SE-88-WMNT	BOSCH WALL BRACKET MOUNT	2.50	125.00
LOT	CABLE	CABLE AND INSTALLATION MATERIALS	568.00	568.00
LOT	INSTALL	INSTALLATION CABLE, PANELS, DEVICES	82,740.00	82,740.00
LOT	PJ-MNT-ENG	PROJECT MANAGEMENT AND ENGINEERING	9,216.00	9,216.00
LOT	FINAL	TESTING, COMMISSIONING AND PROGRAM	6,822.00	6,822.00
LOT	INSTALL	INSTALLATION, MOUNTING, TERMINATIONS	5040.00	5040.00
LOT	TEST-COMM	TESTING AND COMMISSION OF THE SYSTEM	1722.00	1722.00
LOT	PM-ENGINEER	PROJECT MANAGEMENT AND ENGINEERING	1920.00	1920.00
LOT	TRAIN	TRAINING ON SYSTEM AND SOFTWARE	384.00	384.00
	SHIPPING			3,845.82
	TAX			6,344.65
	TOTAL		\$136,759.74	\$194,939.32

Credit Old Equipment

Contractor will offer a credit to the County for the old cardkey equipment at 2015 Pioneer Court and 150 29th Avenue Health Services Facilities. The old equipment will be removed after the County moves out of the facilities and into the new Alameda facilities. Contractor will buy back (1) CK750-RDR2-L Network Controller at each location and (2) each S300-RDR2 Dual reader Boards at each location, at 50 percent of County cost for the new equipment. Contractor will also offer a 30 percent buy back on the old Proximity Readers.

2	CK720-RDR-L	JCI NETWORK CONTROLLER	-1012.00	-2024.00
4	S300-RDR2	JCI DUAL READER MODULE	-227.00	-908.00
8	L73-G-2W	JCI DARK GRAY PROXIMITY READER	-53.00	-424.00
	TOTAL		(\$1,292.00)	(\$3,356.00)

Contractor will also deduct for the following:

- Deduct Building Entry Points (Deduct Bldg 2000 Gate Entrance, Garage Entrance, and Main Glass Door Entry Readers) (\$9,241.00)
- Deduct Panic Buttons (Deduct the (4) Panic Buttons and Strobes) (\$2,456.00)
- Deduct Storage Cage (Deduct Storage Cage Cardkey) (\$3,820.00)

The methods and techniques used to provide services to the County are within the Contractor’s discretion, but subject to the County’s Information Services Department’s technology policies, guidelines, and requirements. The amount of time, specific hours, and location of the performance of Contractor’s services is also left to the Contractor’s discretion provided that Contractor coordinates with County departments as needed.

EXHIBIT B – PAYMENTS AND RATES

AGREEMENT BETWEEN COUNTY OF SAN MATEO AND JOHNSON CONTROLS, INC.

In consideration of the services provided by Contractor in Exhibit "A", County shall pay Contractor based on the following fee schedule:

1. SCHEDULE OF CHARGES.

HARDWARE TOTAL	\$76,904.85
HARDWARE TAX (@8.25%)	\$6,344.65
SHIPPING	\$3,845.82
PROFESSIONAL SERVICES	\$107,460.00
TRAINING	\$384.00
CREDIT FOR OLD EQUIPMENT	(\$3,356.00)
<u>OTHER DEDUCTIONS</u>	<u>(\$15,517.00)</u>
TOTAL	\$176,066.32

The County will submit payment within thirty (30) days of receipt of invoice conditioned upon the approval of work performed during the billing cycle.

In no event shall total payment under this Agreement exceed an amount of ONE HUNDRED SEVENTY SIX THOUSAND SIXTY SEVEN DOLLARS (\$176,067). The County will have the right to withhold payment if the County determines that the quantity or quality of work performed is unsatisfactory.

Contractor agrees that the requirements of this Agreement pertaining to the protection of proprietary rights and confidentiality shall survive termination of this Agreement.