

PROFESSIONAL SERVICES AGREEMENT
[Access Control System and Maintenance Services]

THIS PROFESSIONAL SERVICES AGREEMENT (the “Agreement”) is made at Orange, California, on this ____ day of _____, 2021 (the “Effective Date”) by and between the CITY OF ORANGE, a municipal corporation (“City”), and SIEMENS INDUSTRY, INC., a California corporation (“Contractor”), who agree as follows:

1. Services.

a. Subject to the terms and conditions set forth in this Agreement, Contractor hereby agrees to and shall do all the work and furnish all the labor, materials, tools and equipment, except such as are mentioned in the specifications to be furnished by City to Contractor, necessary to complete in good workmanship and substantial manner the work (the “Work”) described in:

(1) City RFP No. 20-21.14 and all addenda thereto;

(2) Contractor’s Proposal dated September 17, 2020, which is on file with City’s IT Department; and

(3) Maintenance Agreement Services Scope of Work, attached as Exhibit “A.”

b. As a material inducement to City to enter into this Agreement, Contractor represents and warrants that it has thoroughly investigated and considered the scope of work and fully understands the difficulties and restrictions in performing the work. The work which is the subject of this Agreement is not in the usual course of City’s business and City relies on Contractor’s representation that it is independently engaged in the business of providing such services and is experienced in performing the work. The work shall be performed in conformity with the RFP plans and specifications and the Contractor’s Proposal and all applicable laws, including any and all applicable federal and state labor laws and standards and applicable prevailing wage requirements and any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment.

c. Mike Dering, Information Technology Project Manager (“City’s Project Manager”), shall be the person to whom Contractor will report for the performance of work hereunder. It is understood that Contractor’s performance hereunder shall be under the supervision of City’s Project Manager (or his/her designee), that Contractor shall coordinate its work hereunder with City’s Project Manager to the extent required by City’s Project Manager, and that all performances required hereunder by Contractor shall be performed to the satisfaction of City’s Project Manager and the City Manager.

2. Compensation and Fees.

a. Contractor's total compensation for all work performed under this Agreement during the Initial Term, shall not exceed FIVE HUNDRED EIGHTY-TWO

THOUSAND TWO HUNDRED TWENTY-EIGHT DOLLARS and 00/100 (\$582,228.00) without the prior written authorization of City.

b. The above compensation shall include all costs, including, but not limited to, all clerical, administrative, overhead, insurance, reproduction, telephone, travel, auto rental, subsistence and all related expenses.

2.1 Term and Extension(s)

a. The Initial Term of this Agreement commences upon the Effective Date and terminates two (2) years following system acceptance (the “Expiration Date”); provided, however, that City has the right to extend the term of this Agreement for the following extensions and upon the following terms:

- First Extension (the “First Extension Term”) commencing upon expiration of the Initial Term, and terminating one year later, in an amount not to exceed FIFTY-ONE THOUSAND TWO HUNDRED SIXTY-SIX DOLLARS and 00/100 (\$51,266.00) without the prior written authorization of City.
- Second Extension (the “Second Extension Term”) commencing upon expiration of the First Extension Term, and terminating one year later, in an amount not to exceed FIFTY-TWO THOUSAND EIGHT HUNDRED FOUR DOLLARS and 00/100 (\$52,804.00) without the prior written authorization of City.
- Third Extension (the “Third Extension Term”) commencing upon expiration of the Second Extension Term, and terminating one year later, in an amount not to exceed FIFTY-FOUR THOUSAND THREE HUNDRED EIGHTY-EIGHT DOLLARS and 00/100 (\$54,388.00) without the prior written authorization of City.

b. The City Manager is hereby authorized on behalf of City to give written notice to Contractor of City’s intention to exercise each Extension (if at all) no later than thirty (30) days prior to the Expiration Date of the then-current term; provided, however, that City’s notice of its intention to extend the term of this Agreement for each Extension shall be expressly conditioned upon and subject to the approval by the City Council, in its sole and absolute discretion, of an amount sufficient to pay the compensation set forth herein for each Extension as part of its annual budget approval process prior to the beginning of each Extension. While the parties acknowledge that City is required to give its notice of intention to extend the term of this Agreement not later than thirty (30) days prior to the Expiration Date of then-current term, it is possible that the City Council’s approval of its annual budget and appropriation of funds for the Extension in question may occur thereafter. Accordingly, if the City Council fails to approve and appropriate funds sufficient to pay the amount of compensation set forth herein for an Extension, this Agreement shall terminate and be of no further force and effect as of the expiration of the then-current term. Notwithstanding anything in this provision to the contrary, in the event City gives Contractor written notice exercising an Extension and City receives notice that appropriation of funds for the Extension in question are not available after Contractor has performed services under the Extension, City agrees that Contractor will be equitably compensated for all services

performed under any portion of an Extension through the date of termination of the Agreement. Except as specifically set forth herein, the terms and conditions of each Extension will be the same as the Initial Agreement.

c. Any Extension, if properly exercised, shall be memorialized in the form of an amendment to this Agreement. The City Manager is hereby authorized to approve and execute amendments to this Agreement reflecting the exercise of each Extension and the amount of compensation (including the amount of funds to be made available for additional work or services) payable to Contractor for each respective Extension.

3. Payment.

a. As scheduled work is completed, Contractor shall submit to City an invoice for the work completed, authorized expenses and authorized extra work actually performed or incurred in accordance with the Schedule of Costs attached as Exhibit "B" and incorporated herein.

b. All such invoices shall state the basis for the amount invoiced, including work completed, the number of hours spent and any extra work performed.

c. City will pay Contractor the amount invoiced within thirty (30) days after the approval of the invoice.

d. Payment shall constitute payment in full for all services, authorized costs and authorized extra work covered by that invoice.

4. **Change Orders.** No payment for extra work caused by a change in the scope or complexity of work, or for any other reason, shall be made unless and until such extra services and a price therefor have been previously authorized in writing and approved by City as an amendment to this Agreement. City's Project Manager is authorized to approve a reduction in the services to be performed and compensation therefor. All amendments shall set forth the changes of work, extension of time, and/or adjustment of the compensation to be paid by City to Contractor and shall be signed by the City's Project Manager, City Manager or City Council, as applicable.

5. **Licenses.** Contractor represents that it and any subcontractors it may engage, possess any and all licenses which are required under state or federal law to perform the work contemplated by this Agreement and that Contractor and its subcontractors shall maintain all appropriate licenses, including a City of Orange business license, at its cost, during the performance of this Agreement.

6. **Independent Contractor.** At all times during the term of this Agreement, Contractor shall be an independent contractor and not an employee of City. City shall have the right to control Contractor only insofar as the result of Contractor's services rendered pursuant to this Agreement. City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Contractor shall, at its sole cost and expense, furnish all facilities, materials and equipment which may be required for furnishing services pursuant to this Agreement. Contractor shall be solely responsible for, and shall

indemnify, defend and save City harmless from all matters relating to the payment of its subcontractors, agents and employees, including compliance with social security withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever. Contractor acknowledges that it and any subcontractors, agents or employees employed by Contractor shall not, under any circumstances, be considered employees of City, and that they shall not be entitled to any of the benefits or rights afforded employees of City, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits.

7. **Contractor Not Agent.** Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, to bind City to any obligation whatsoever.

8. **Designated Persons.** Only those qualified persons authorized by City's Project Manager, or as designated in Exhibit "A," shall perform work provided for under this Agreement. It is understood by the parties that clerical and other nonprofessional work may be performed by persons other than those designated.

9. **Assignment or Subcontracting.** No assignment or subcontracting by Contractor of any part of this Agreement or of funds to be received under this Agreement shall be of any force or effect unless the assignment has the prior written approval of City. City may terminate this Agreement rather than accept any proposed assignment or subcontracting. Such assignment or subcontracting may be approved by the City Manager or his/her designee.

10. **Time of Completion.** Except as otherwise specified in Exhibit "A," Contractor shall commence the work provided for in this Agreement within five (5) days of the Effective Date of this Agreement and diligently prosecute completion of the work according the Performance Schedule attached as Exhibit "C" and incorporated herein, or as otherwise agreed to by and between the representatives of the parties.

11. **Time Is of the Essence.** Time is of the essence in this Agreement. Contractor shall do all things necessary and incidental to the prosecution of Contractor's work.

12. **Reserved.**

13. **Delays and Extensions of Time.** Contractor's sole remedy for delays outside its control, other than those delays caused by City, shall be an extension of time. No matter what the cause of the delay, Contractor must document any delay and request an extension of time in writing at the time of the delay to the satisfaction of City. Any extensions granted shall be limited to the length of the delay outside Contractor's control. If Contractor believes that delays caused by City will cause it to incur additional costs, it must specify, in writing, why the delay has caused additional costs to be incurred and the exact amount of such cost at the time the delay occurs. No additional costs can be paid that exceed the not to exceed amount stated in Section 2.a, above, absent a written amendment to this Agreement.

14. Products of Contractor. The documents, studies, evaluations, assessments, reports, plans, citations, materials, manuals, technical data, logs, files, designs and other products produced or provided by Contractor for this Agreement shall become the property of City upon receipt. Contractor shall deliver all such products to City prior to payment for same. City may use, reuse or otherwise utilize such products without restriction.

15. Equal Employment Opportunity. During the performance of this Agreement, Contractor agrees as follows:

a. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Contractor shall ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

b. Contractor shall, in all solicitations and advertisements for employees placed by, or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law.

c. Contractor shall cause the foregoing paragraphs (a) and (b) to be inserted in all subcontracts for any work covered by this Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

16. Conflicts of Interest. Contractor agrees that it shall not make, participate in the making, or in any way attempt to use its position as a consultant to influence any decision of City in which Contractor knows or has reason to know that Contractor, its officers, partners, or employees have a financial interest as defined in Section 87103 of the Government Code.

17. Indemnity.

a. To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold City, its City Council and each member thereof, and the officers, officials, agents and employees of City (collectively the "Indemnitees") entirely harmless from all liability arising out of:

(1) Any and all claims under workers' compensation acts and other employee benefit acts with respect to Contractor's employees or Contractor's subcontractor's employees arising out of Contractor's work under this Agreement, including any and all claims under any law pertaining to Contractor or its employees' status as an independent contractor and

any and all claims under Labor Code section 1720 related to the payment of prevailing wages for public works projects; and

(2) Any claim, loss, injury to or death of persons or damage to property caused by any act, neglect, default, or omission other than a professional act or omission of Contractor, or person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages due to loss or theft sustained by any person, firm or corporation including the Indemnitees, or any of them, arising out of, or in any way connected with the work or services which are the subject of this Agreement, including injury or damage either on or off City's property; but not for any loss, injury, death or damage caused by the active negligence or willful misconduct of City. Contractor, at its own expense, cost and risk, shall indemnify any and all claims, actions, suits or other proceedings that may be brought or instituted against the Indemnitees on any such claim or liability covered by this subparagraph, and shall pay or satisfy any judgment that may be rendered against the Indemnitees, or any of them, in any action, suit or other proceedings as a result of coverage under this subparagraph.

b. To the fullest extent permitted by law, and as limited by California Civil Code 2782.8, Contractor agrees to indemnify and hold Indemnitees harmless from all liability arising out of any claim, loss, injury to or death of persons or damage to property to the extent caused by its negligent professional act or omission in the performance of professional services pursuant to this Agreement.

c. Except for the Indemnitees, the indemnifications provided in this Agreement shall not be construed to extend any third party indemnification rights of any kind to any person or entity which is not a signatory to this Agreement.

d. The indemnities set forth in this section shall survive any closing, rescission, or termination of this Agreement, and shall continue to be binding and in full force and effect in perpetuity with respect to Contractor and its successors.

18. Insurance.

a. Contractor shall carry workers' compensation insurance as required by law for the protection of its employees during the progress of the work. Contractor understands that it is an independent contractor and not entitled to any workers' compensation benefits under any City program.

b. Contractor shall maintain during the life of this Agreement the following minimum amount of comprehensive general liability insurance or commercial general liability insurance: the greater of (1) One Million Dollars (\$1,000,000) per occurrence; or (2) all the insurance coverage and/or limits carried by or available to Contractor. Said insurance shall cover bodily injury, death and property damage and be written on an occurrence basis.

c. Contractor shall maintain during the life of this Agreement, the following minimum amount of automotive liability insurance: the greater of (1) a combined single limit of One Million Dollars (\$1,000,000); or (2) all the insurance coverage and/or limits carried by or

available to Contractor. Said insurance shall cover bodily injury, death and property damage for all owned, non-owned and hired vehicles and be written on an occurrence basis.

d. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits which are applicable to a given loss shall be available to City. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor under this Agreement.

e. Each policy of general liability and automotive liability shall provide that City, its officers, officials, agents, and employees are declared to be additional insureds under the terms of the policy, but only with respect to the work performed by Contractor under this Agreement. A policy endorsement to that effect shall be provided to City along with the certificate of insurance. In lieu of an endorsement, City will accept a copy of the policy(ies) which evidences that City is an additional insured as a contracting party. The minimum coverage required by Subsection 18.b and c, above, shall apply to City as an additional insured.

f. Contractor shall maintain during the life of this Agreement professional liability insurance covering errors and omissions arising out of the performance of this Agreement with a minimum limit of One Million Dollars (\$1,000,000 per claim. Contractor agrees to keep such policy in force and effect for at least five (5) years from the date of completion of this Agreement.

g. The insurance policies maintained by Contractor shall be primary insurance and no insurance held or owned by City shall be called upon to cover any loss under the policy. Contractor will determine its own needs in procurement of insurance to cover liabilities other than as stated above.

h. Before Contractor performs any work or prepares or delivers any materials, Contractor shall furnish certificates of insurance and endorsements, as required by City, evidencing the aforementioned minimum insurance coverages on forms acceptable to City, which shall provide that the insurance in force will not be canceled or allowed to lapse without at least ten (10) days' prior written notice to City.

i. Except for professional liability insurance coverage that may be required by this Agreement, all insurance maintained by Contractor shall be issued by companies admitted to conduct the pertinent line of insurance business in California and having a rating of Grade A or better and Class VII or better by the latest edition of Best Key Rating Guide. In the case of professional liability insurance coverage, such coverage shall be issued by companies either licensed or admitted to conduct business in California so long as such insurer possesses the aforementioned Best rating.

j Contractor shall immediately notify City if any required insurance lapses or is otherwise modified and cease performance of this Agreement unless otherwise directed by City. In such a case, City may procure insurance or self-insure the risk and charge Contractor for such costs and any and all damages resulting therefrom, by way of set-off from any sums owed Contractor.

k. Contractor agrees that in the event of loss due to any of the perils for which it has agreed to provide insurance, Contractor shall look solely to its insurance for recovery. Contractor hereby grants to City, on behalf of any insurer providing insurance to either Contractor or City with respect to the services of Contractor herein, a waiver of any right to subrogation which any such insurer may acquire against City by virtue of the payment of any loss under such insurance.

l. Contractor shall include all subcontractors, if any, as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor to City for review and approval. All coverages for subcontractors shall be subject to all of the requirements stated herein.

19. Termination. City may for any reason terminate this Agreement by giving Contractor not less than five (5) days' written notice of intent to terminate. Upon receipt of such notice, Contractor shall immediately cease work, unless the notice from City provides otherwise. Upon the termination of this Agreement, City shall pay Contractor for services satisfactorily provided and all allowable reimbursements incurred to the date of termination in compliance with this Agreement, unless termination by City shall be for cause, in which event City may withhold any disputed compensation. City shall not be liable for any claim of lost profits.

20. Maintenance and Inspection of Records. In accordance with generally accepted accounting principles, Contractor and its subcontractors shall maintain reasonably full and complete books, documents, papers, accounting records, and other information (collectively, the "records") pertaining to the costs of and completion of services performed under this Agreement. City and its authorized representatives shall have access to and the right to audit any of Contractor's records regarding the services provided under this Agreement. Contractor shall maintain all such records for a period of at least three (3) years after termination or completion of this Agreement. Contractor agrees to make available all such records for inspection or audit at its offices during normal business hours and upon three (3) days' notice from City.

21. Compliance with all Laws/Immigration Laws.

a. Contractor shall be knowledgeable of and comply with all local, state and federal laws which may apply to the performance of this Agreement.

b. If the work provided for in this Agreement constitutes a "public works," as that term is defined in Section 1720 of the California Labor Code, for which prevailing wages must be paid, to the extent Contractor's employees will perform any work that falls within any of the classifications for which the Department of Labor Relations of the State of California promulgates prevailing wage determinations, Contractor hereby agrees that it, and any subcontractor under it, shall pay not less than the specified prevailing rates of wages to all such workers. The general prevailing wage determinations for crafts can be located on the website of the Department of Industrial Relations (www.dir.ca.gov/DLSR). Additionally, to perform work under this Contract, Contractor must meet all State registration requirements and criteria, including project compliance monitoring.

c. Contractor represents and warrants that Contractor:

(1) Has complied and shall at all times during the term of this Agreement comply, in all respects, with all immigration laws, regulations, statutes, rules, codes, and orders, including, without limitation, the Immigration Reform and Control Act of 1986 (IRCA); and

(2) Has not and will not knowingly employ any individual to perform services under this Agreement who is ineligible to work in the United States or under the terms of this Agreement; and

(3) Has properly maintained, and shall at all times during the term of this Agreement properly maintain, all related employment documentation records including, without limitation, the completion and maintenance of the Form I-9 for each of Contractor's employees; and

(4) Has responded, and shall at all times during the term of this Agreement respond, in a timely fashion to any government inspection requests relating to immigration law compliance and/or Form I-9 compliance and/or worksite enforcement by the Department of Homeland Security, the Department of Labor, or the Social Security Administration.

d. Contractor shall require all subcontractors or subconsultants to make the same representations and warranties as set forth in Subsection 21.b.

e. Contractor shall, upon request of City, provide a list of all employees working under this Agreement and shall provide, to the reasonable satisfaction of City, verification that all such employees are eligible to work in the United States. All costs associated with such verification shall be borne by Contractor. Once such request has been made, Contractor may not change employees working under this Agreement without written notice to City, accompanied by the verification required herein for such employees.

f. Contractor shall require all subcontractors or sub-consultants to make the same verification as set forth in Subsection 21.d.

g. If Contractor or subcontractor knowingly employs an employee providing work under this Agreement who is not authorized to work in the United States, and/or fails to follow federal laws to determine the status of such employee, that shall constitute a material breach of this Agreement and may be cause for immediate termination of this Agreement by City.

h. Contractor agrees to indemnify and hold City, its officers, officials, agents and employees harmless for, of and from any loss, including but not limited to fines, penalties and corrective measures City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Agreement.

22. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California and Contractor agrees to submit to the jurisdiction of California courts. Venue for any dispute arising under this Agreement shall be in Orange County, California.

23. Integration. This Agreement constitutes the entire agreement of the parties. No other agreement, oral or written, pertaining to the work to be performed under this Agreement shall be of any force or effect unless it is in writing and signed by both parties. Any work performed which is inconsistent with or in violation of the provisions of this Agreement shall not be compensated.

24. Notice. Except as otherwise provided herein, all notices required under this Agreement shall be in writing and delivered personally, by e-mail, or by first class U.S. mail, postage prepaid, to each party at the address listed below. Either party may change the notice address by notifying the other party in writing. Notices shall be deemed received upon receipt of same or within three (3) days of deposit in the U.S. Mail, whichever is earlier. Notices sent by e-mail shall be deemed received on the date of the e-mail transmission.

“CONTRACTOR”

Siemens Industry, Inc.
6141 Katella Avenue
Cypress, CA 90630
Attn.: Adam Harrold

Telephone: (714) 454-6804
E-Mail: adam.harrold@siemens.com

“CITY”

City of Orange
300 E. Chapman Avenue
Orange, CA 92866-1591
Attn.: Mike Dering

Telephone: (714) 744-2285
E-Mail: mdering@cityoforange.org

25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted via facsimile and electronic mail shall have the same effect as original signatures.

[Remainder of page intentionally left blank; signatures on next page]

IN WITNESS of this Agreement, the parties have entered into this Agreement as of the year and day first above written.

“CONTRACTOR”

SIEMENS INDUSTRY, INC.,
a California corporation

*By: _____
Printed Name: _____
Title: _____

*By: _____
Printed Name: _____
Title: _____

“CITY”

CITY OF ORANGE, a municipal corporation

By: _____
Mark A. Murphy, Mayor

ATTEST:

Pamela Coleman, City Clerk

APPROVED AS TO FORM:

Mary E. Binning
Senior Assistant City Attorney

- *NOTE:**
- City requires the following signature(s) on behalf of the Contractor:
(1) the Chairman of the Board, the President or a Vice-President, **AND** (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. **OR**
 - The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to City.

EXHIBIT “A”

SCOPE OF WORK

**City RFP No. 20-21.14 and
Contractors Proposal dated 9/17/20**
[On file with the City.]

Maintenance Agreement
[Beneath this sheet.]

City of Orange Maintenance Agreement

On Call Service Requirements

Response Time (email or phone call)	1 Hour	Included
Response Time- Emergency	2 Hours	Included
Response Time- Non-Emergency	4 Hours	Included
Hours of Service	Monday- Friday 8AM-5PM	Included
Hours Outside of 8-5, M-F	After hours, weekends and Holidays	Billable at Preferred Rates
Response Window	24x7	Included

Service Details

Preventative Maintenance	1/12 th devices monthly	Included
Test and Inspect	1/12 th devices monthly	Included
System Reports	Monthly	Included
Genetec SMA	Renewed Yearly	Included

System Reporting- Siemens shall run system reports on a monthly basis to review system status. At the completion of the upgrade project Siemens shall run system reports to determine the base-line for system operation. Siemens shall then run the reports on a monthly basis for the duration of the maintenance contract to identify any system anomalies or system errors. The following reports shall be run at a minimum:

- 1) System Status
- 2) Health History
- 3) Health Statistics
- 4) Archiver Statistics
- 5) Archiver Storage Details
- 6) Access Control Health History

Preventative Maintenance and Test and Inspect

- 1) the reader to ensure there is no foreign substances on the reader. Check for damage. Report any anomalies included photos to be included in the report log.
- 2) Check door assembly for any damage.
- 3) Check operation of door closer, where applicable, to ensure the door latches completely with no assistance. Report any operational issues to the City of Orange.
- 4) Check operation of the electric locking hardware.
- 5) Check operation of the card reader including operation of the LED and beeper for access granted, access denied, and door programmed to be locked or unlocked.
- 6) Verify operation of Request-to-Exit device.
- 7) Verify operation of Door Position Switch (DPS).
- 8) Verify operation of DPS tamper circuit.
- 9) For locations with reader in and reader out verify the functions for both readers.
- 10) For doors with local alarms verify operation and reset of the local alarm device.
- 11) For portal with vehicle gates verify operation of the gate for open/close limits, check and adjust chain tension and note any mechanical or structural deficiencies.
- 12) Verify remote activation of portal from operator workstations.

For equipment enclosures verify on a yearly basis the following:

- 1) Inspect for any debris and make sure the enclose is clean.
- 2) Check terminations to ensure they are secure.
- 3) Ensure all cable management devices are secure. Replace any devices that are damaged or no longer performing their intended purpose.
- 4) Verify operation of enclosure tamper switch.
- 5) Replace batteries supporting power supplies and lock power supplies every two years.

Systems Included in the Agreement

1. Genetec Security Center 5.9

System Services Provided

- Yearly Access Control software support agreement
- Access Control Software updates and patches will be applied to the system as required
- Video Surveillance to be excluded from this contract

Clarifications and Assumptions

- All based on normal business hours
- All repair and replace will be done on T&M rates
- Based on current and known conditions and subject to an increase in service agreement as devices are added to the system.
- Siemens assumes remote access to Genetec will be available
- Siemens assumes all spare parts will be provided by the City of Orange

Yearly Cost Breakout

Year 1	\$51,266.00
Year 2	\$51,266.00
Year 3 Optional Renewal	\$51,266.00
Year 4 Optional Renewal	\$52,804.00
Year 5 Optional Renewal	\$54,388.00

Genetec SMA	\$4,978.00
Preventative Maintenance/ Test & Inspect	\$26,486.00
Customer Service Manager	\$6,358.00
Engineering (As-built updates)	\$8,310.00
Monthly Reporting	\$5,134.00
Maintenance Agreement Total	\$51,226.00 (Year 1)

EXHIBIT “B”

SCHEDULE OF COSTS

[Beneath this sheet.]

BILL OF MATERIALS

Qty	Manufacturer	Part Number	Description
1	Genetec	GSC-SY-S2P-UP	Upgrade Synergis™ Base from Standard to Professional
137	Genetec	GSC-Sy-P-1R	1 External reader connection (required when hardware not purchased from Genetec™)
137	Genetec	ADV-RE-RDR-P-1Y	Genetec™ Advantage Renewal for 1 Synergis™ Pro Reader – 1 year
1	Genetec	GSC-Sy-P-IMP	Import Tool (import cardholder and credential data)
1	Genetec	GSC-Sipelia-Base	GSC Sipelia™ Base Package
3	Genetec	GSC-Sipelia-1SIP-STD	1 Standard Connection to an Intercom Station (requires GSC-Sipelia-Base)
3	Genetec	GSC-Sipelia-1SIP-ADV	Advanced Add-on for 1 Standard Connection providing failover and bidirectional audio and video recording (requires GSC-Sipelia-1SIP-STD)
1	Genetec	GSC-Sipelia-1Trunk	1 SIP trunk connection to Hardware Intercom server or VOIP provider (requires GSC-Sipelia-Base)
10	LifeSafety Power	FPO150-B100C8D8PE4M1	8DR Mercury, 12V & 24V, 150W max, E4M1 enclosure 24H x 20W x 4.5D
10	LifeSafety Power	FPO75-B100C4D8PE2M	4DR Mercury system/lock power, 2A/12V & 2A/24V, 75W max, 4 class 2 lock and 8 class 2 aux outputs, E2M enclosure 20H x 16W x 4.5D
3	LifeSafety Power	FPO75-B100C4PE1M	2DR Mercury system/lock power, 2A/12V & 2A/24V, 75W max, 4 class 2 lock outputs, E1M enclosure 14H x 12W x 4.5D
1	LifeSafety Power	FPO150/250-2C82D8PE6M1	16DR Mercury system/lock power, 12A/12V & 10A/24V, 16 class 2 lock outputs, E6M enclosure 30H x 23W x 6.5D
22	Mercury	SY-LP1502	Intelligent Controller, Linux Based, 8In/4Out/2Rd (Software Connections included)
38	Mercury	SY-MR52-S3	Mercury MR52 2-reader interface module Series 3 (8 inputs, 6 relays, PCB only, software connections included)
4	Mercury	SY-M5-IC	Casi Micro M5 Intelligent controller - Bridge Replacement
6	Mercury	SY-M5-8RP	Casi Micro M5 8-reader control device - Bridge Replacement
2	Mercury	SY-M5-COM	Power and Comms controller
1			Misc Hardware

GENETEC MIGRATION AND TRAINING

3	Genetec	PS-DS-DBMIG	Migration of an access control database to Genetec Synergis (price per DB)
2	Genetec	PS-DS-DBEVAL	Database evaluation for DB migration services
4	Genetec	T-SCSTC001-GEN	Security Center – Synergis™ basic technical certification at a Genetec™ facility, 2 days.

Maintenance Contract

Preventative Maintenance (Test and Inspect): Siemens shall provide quarterly inspections and testing on all covered equipment. All finding shall be provided in a monthly report to the client. Siemens will provide all system software updates as part of the annual preventative maintenance visits.

All repair work to be quoted and approved by the City of Orange.

Service	Pricing
Annual Preventative Maintenance Service Fee	Attachment A
Hourly Rate- Repair Work performed during normal business hours	\$194.00
Hourly Rate- Repair Work performed during normal business hours	\$291.00

Not to Exceed Pricing

Siemens has provided a not to exceed proposal valid for 120 days per the attached cost proposal form "Attachment A".

**ATTACHMENT A - COST PROPOSAL
FORM**

City of Orange – RFP 20-21.14 EACS

PROPOSER INFORMATION:

Name of Contractor Siemens Industry, Inc
Main Office Address 6141 Katella Avenue Cypress, CA 90630
Phone Number 657-465-8464
Contact Person Diego Velez
Email address of contact person velez.diego@siemens.com

All provided costs shall be inclusive of all applicable costs (i.e. tax, shipping, freight, etc.) necessary to furnish and complete deliverables.

BASE COST

Total Project Cost (excluding training and maintenance):	<u>\$ 199,825.00</u>
Spell Dollar Amount of Bid:	One-hundred ninety nine-thousand, eight-hundred twenty five dollars
Maintenance Contract (reference Section 28 0000 Part 1, 1.13)	<u>\$ 74,100.00</u>
On-Site Training (reference section 28 0000 Part 1, 1.17)	<u>\$ 5,994.00</u>
Manufacturers Certification Training (reference section 28 0000 Part 1, 1.17)	<u>\$ 4,625.00</u>
Video Training Program (reference section 28 0000 Part 1, 1.17)	<u>\$ 2,400.00</u>
Database Conversion / Data Entry (reference section 28 0000 Part 1, 1.09.C)	<u>\$ 36,078.00</u>

VALUE ENGINEERING AND ALTERNATE COSTS

Description:

Add Scope #1: Upgrade Equipment at Corp Yard South Gate	<u>\$ 49,381.00</u>
Add Scope #2: Remove three existing cameras and add one new IP camera.	<u>\$ 12,931.00</u>
Add Scope #3: Provide DPS, REX and cable for designated City Building doors	<u>\$ 68,215.00</u>
Add Scope #4: Provide REX and cable as designated door in the Police Building	<u>\$ 25,170.00</u>
Add Scope #5: Provide new access control equipment as designated doors	<u>\$ 51,427.00</u>

UNIT PRICING	
Single door with electrified mortise lock	\$ 8,417.00
Single door with electric strike	\$ 8,304.00
Single door with electrified panic hardware, RIM latching	\$12,333.00
Double door with electrified mortise lock	\$ 8,720.00
Double door with electrified panic hardware, vertical rod latching and mini-power booster	\$ 12,787.00
Cost to recertify fire rating of door when door is in a fire rated wall.	\$ 1,210.00
Genetec/Mercury LP1502 Intelligent Controller Board	\$ 1,475.00
Genetec/Mercury MR52-S# 2-readerer Access Control Board	\$ 688.00
Wall Mount Card Reader	\$ 363.00
Request-to-Exit (REX) Motion Detector	\$ 78.00
Concealed Door Position Switch	\$ 31.00
Surface Door Position Switch	\$ 72.00
Electrified Strike	\$ 1,479.00
Electrified Mortise Lock	\$ 1,589.00
Electrified Panic Hardware	\$ 4,313.00

Highlighted numbers represent parts only pricing

Add Alternates 1-5

Alt #1: Siemens shall upgrade security equipment at the Corporate Yard gate located at the west end of the Warehouse. Siemens referenced EY-112 for plan view and installation requirements.

- 1) Siemens shall replace card reader at entry and exit lanes with HID iClass dual technology reader/keypad configured to OSDP protocol to the controller. Remove existing reader and control cable from the gate to the controllers located in the warehouse building.
- 2) Siemens shall remove existing local keypad and cable.
- 3) Siemens shall remove existing Aiphone intercoms and cable and replace with IP intercoms. Intercoms shall be integrated to the Genetec system. Siemens shall provide licenses as required to allow the intercoms to communicate over the Genetec system.
- 4) Siemens shall provide two RF readers with Weigand output compatible with Fast Trac transponders. Siemens shall provide pathway and cable to Communications Equipment Cabinet (CEC).
- 5) Siemens shall replace existing analog camera and cable mounted on fence with new IP camera and data cable. Route data cable to CEC.
- 6) Siemens shall provide CEC located adjacent to the existing terminal cabinet. Provide an Intelligent controller and reader controller within the CEC. Provide 8-port hardened network switch and power supply in the CEC mounted on DIN rail. Provide duplex outlet in CEC connecting to existing 120V power.
- 7) Siemens shall route new data cable from STC in warehouse to CEC. Terminate data cable at cable distribution module in STC.
- 8) Siemens shall terminate Intelligent controller, IP intercoms and IP camera at network switch in CEC.
- 9) Siemens shall program Genetec system for access control, video monitoring and recording and intercommunications for all new devices at the gate. Install client software at four workstations on the 2nd floor of the Fleet Building to monitor camera and communicate to the intercoms. Assign readers to access groups as designated by the City.
- 10) Siemens shall provide all service and warranty as described in the contract documents.

Bill of Material for Add Scope #1

Qty	Manufacturer	Part Number	Description
2	Axis	0871-001	A8105-E Video Door Station
3	Axis	0888-001	P3228-LVE Outdoor 4K Fixed Dome, Vandal, Low Light
1	Cisco	PWR-IE240W-PCAC-L=	240W AC to DC power supply
1	Cisco	IE-1000-8P2S-LM	Industrial Ethernet 1000 Series, 8 Port Gb PoE+, 2 SFP, 48V Input
1	General Cable	7136100	GenSPEED Cable, Direct Burial or Duct; CAT 6; 23 AWG; 4 Pair; 1000 ft
2	Genetec	GSC-Om-E-1C	1 camera connection
2	Genetec	ADV-CAM-E-1Y	Genetec™ Advantage for 1 Omnicast™ Enterprise Camera – 1 year
1	Genetec	GSC-Sipelia-1SIP-STD	1 Standard Connection to an Intercom Station (requires GSC-Sipelia-Base)
2	Genetec	GSC-Sy-P-1R	1 External reader connection (required when hardware not purchased from Genetec™)
2	Genetec	ADV-RE-RDR-P-1Y	Genetec™ Advantage Renewal for 1 Synergis™ Pro Reader – 1 year
2	HID	921NWPNEK0047M	RDR, RP40, MULTICLASS, SE E, LF CST, HF STD/SIO/SEOS, 485HDX, PIG, BLK, STD-1, A/V OFF, OSDP V2, OPN COL, OSDP TAMP ENBLD, TEST KEY, POLL=75MS, CSN 32-BIT MSB, EM4102 32-BIT, IPM OFF, UART OFF, WIEG OFF
1	Hoffman	A36R3610HCR	Hinge-Cover, Medium, Type 3R
2	Mercury	SY-MR52-S3	Mercury MR52 2-reader interface module Series 3 (8 inputs, 6 relays, PCB only, software connections included)
2	TransCore	4-002	Encompass 4 Reader
2	TransCore	54-1620-001	Encompass 4 Wall Mount Bracket
2	TransCore	AT5402	Encompass Access Control Tag
1	General Cable	7136100	GenSPEED Cable, Direct Burial or Duct; CAT 6; 23 AWG; 4 Pair; 1000 ft
3		SIQUOTE APN	TYPE 'N' CABLE 18-2P STR SP CMP 1000'
1		S-2CS18-CMP	TYPE 'B' CABLE 18-2C STR OAS CMP 1000'
1		S-6CS20-CMP	TYPE 'J' CABLE 20AWG 6COND STR OAS CMP 1000'
1			Misc Hardware (Unistrut, bolts, etc)
2	Altronix	RBSNP	Relay Module, 12/24VDC, DPDT Contacts @ 1A - 120VAC or 2A - 28VDC, Polarized

Alt #2: Siemens shall replace three existing analog cameras at the Corporate Yard. Two cameras are located on the Fleet Building and one on the Warehouse Building.

- 1) The cameras communicate over the City network to workstations on the 2nd floor of the Fleet Building.
- 2) Refer to EY109 and EY111 for camera locations and directions for routing cable to the nearest network switch.
- 3) Siemens shall provide all service and warranty as described in the contract documents.

Bill of Material for alt #2

Qty	Manufacturer	Part Number	Description
3	Genetec	GSC-Om-E-1C	1 camera connection
3	Genetec	ADV-CAM-E-1Y	Genetec™ Advantage for 1 Omnicast™ Enterprise Camera – 1 year
3	Axis	0888-001	P3228-LVE Outdoor 4K Fixed Dome, Vandal, Low Light
3	Axis	5505-871	T94T01D Pendant Kit
3	Axis	5506-481	T91E61 Wall Mount
1	BerkTek	10136748	23-4P C6 CMP (Plenum Green)GRN 1BX LANMARK-6 MIN COMPLIANT

Alt #3: Siemens shall provide Door Position Switches (DPS), Request-to-Exit Detector (REX) and associated cable for all card reader doors.

- 1) Siemens shall be route cables to the same controller as the existing readers and lock cables.
- 2) Siemens shall provide 150 feet of cable.
- 3) Siemens shall provide all service and warranty as described in the contract documents.

Bill of Materials for alt #3

Qty	Manufacturer	Part Number	Description
13		SIQUOTE APN	TYPE 'E' CABLE 20-2C STR OS CMP 1000'
10		SIQUOTE APN	TYPE 'N' CABLE 18-2P STR SP CMP 1000'
84	Bosch	DS-150	Request-to-Exit Sensor
62	FLAIR	MSS200-7 WHT	Magnetic Contact Switch, High Security, SPDT, Recessed Mount, 130 Volt DC, 50 Milliampere, 10 Watt, 3/4" Diameter x 0.9" Length, High Impact Plastic, White

Alt #4: Siemens shall provide Request-to-Exit Detector (REX) and associated cable for all card reader doors with existing DPS within the Main Police Building.

- 1) Siemens shall provide 150 feet of cable.
- 2) Siemens shall provide all service and warranty as described in the contract documents.

Bill of Materials for alt #4

Qty	Manufacturer	Part Number	Description
5		SIQUOTE APN	TYPE 'E' CABLE 20-2C STR OS CMP 1000'
1		SIQUOTE APN	TYPE 'N' CABLE 18-2P STR SP CMP 1000'
33	Bosch	DS-150	Request-to-Exit Sensor
4	FLAIR	MSS200-7 WHT	Magnetic Contact Switch, High Security, SPDT, Recessed Mount, 130 Volt DC, 50 Milliampere, 10 Watt, 3/4" Diameter x 0.9" Length, High Impact Plastic, White

Alt #5: Siemens shall provide access control at new doors as identified on the plan drawings.

New doors to be added:

- a) Police Building Lower Level Public Entrance (EY140)
- b) Police Building Lower Level Stairs adjacent to ramp (EY140)
- c) Police Building 1st Floor West Stairway (EY142)
- d) Police Building 1st Floor Loading Dock (EY143)
- e) Admin Building Computer Room (EY102)

1) Siemens shall provide newly installed doors with door position switch(es) (DPS), electrified

locking hardware with integral RX switch and new card readers.

2) Siemens shall provide cables from each door to the nearest controller location.

3) Siemens shall provide additional reader controller board to terminate cables.

4) Siemens shall provide system programming, testing and warranty for all new equipment as described in the warranty section of the specifications.

Bill of Materials for alt #5

Qty	Manufacturer	Part Number	Description
3		SIQUOTE APN	TYPE 'E' CABLE 20-2C STR OS CMP 1000'
3		SIQUOTE APN	TYPE 'N' CABLE 18-2P STR SP CMP 1000'
3		S-2CS18-CMP	TYPE 'B' CABLE 18-2C STR OAS CMP 1000'
3		S-6CS20-CMP	TYPE 'J' CABLE 20AWG 6COND STR OAS CMP 1000'
5	Bosch	DS-150	Request-to-Exit Sensor
5	FLAIR	MSS200-7 WHT	Magnetic Contact Switch, High Security, SPDT, Recessed Mount, 130 Volt DC, 50 Milliampere, 10 Watt, 3/4" Diameter x 0.9" Length, High Impact Plastic, White
5	HID		RDR, RP40, MULTICLASS, SE
2	Mercury	SY-LP1502	Intelligent Controller, Linux Based, 8In/4Out/2Rd (Software Connections included)
3	Mercury	SY-MR52-S3	Mercury MR52 2-reader interface module Series 3 (8 inputs, 6 relays, PCB only, software connections included)
2	LifeSafety Power	FPO75-B100C4D8PE2M	2DR Mercury system/lock power, 2A/12V & 2A/24V, 75W max, 4 class 2 lock outputs, E1M enclosure 14H x 12W x 4.5D

Assumptions and Clarifications

- Siemens assumes that the drawings device schedule accurately reflects the existing cabling required. Siemens assumes existing cabling to be reutilized for base project panel migrations. New cabling has only been included to support the add alternate scopes.
- Siemens scope of work is inclusive of Synergis Software upgrade to Pro only.
- Siemens assumes PDF/CAD files for floor plan mapping within EACS will be provided by the city. No ESRI integration is provided within the scope of work.
- Siemens assumes no additions or modifications to the video outside of what is defined in the alternate scope one and two.
- Siemens assumes for the alternate scope #1, all power and associated conduit to be provided by the City of Orange.
- Siemens assumes for alternate scope #5, conduit is not required for cable runs to any door location.
- Siemens assumes for alternate scopes #3 and 4, existing conduit fill allows for needed additional cable.
- Siemens assumes that all existing security equipment inclusive of but not limited to card readers, door locking hardware, door contacts, REX, and cabling is in good working order.
- Siemens to provide asbuilt engineering drawings for newly installed equipment only.
- Siemens assumes that all network and 120VAC power will be provided by the City.
- Due to current travel restrictions manufacturer training is to be limited to online lessons.
- Quote including Scope of Work and Bill of Materials is based on Siemens interpretation of drawings, addendum, documentation and RFI responses dated 9/10/2020.

UPDATED MATERIAL AND PRICING AS OF 12/1/20

In our initial proposal, Siemens planned on replacing the Casi M5 controller with the Mercury M5 Bridge. Now with the discontinuation of that bridge Siemens is proposing utilizing a Mercury LP1502 Intelligent Controller in lieu of the M5 IC Bridge along with all downstream boards including all 485 communication, reader, Input and output boards at panel locations. Siemens will now also need to replace all existing field reader boards with the Mercury MR50 boards. Based on the updated scope, I have provided the additional pricing to support this effort here:

Equipment	\$13,211.00
Labor	\$10,439.00
Total	+ \$23,650.00

The following diagram outlines the existing configuration vs. RFP and now includes the revised equipment in order to accommodate the product discontinuance. This is a per panel standard configuration needed with the exception of the basement where we will utilize the existing LP1502 already in place.

	Existing City of Orange Equipment	RFP	Revised
Controller	(1) Casi-Rusco M5 Controller	(2) Mercury M5-IC Bridge	(3) Mercury LP1502
Serial Comm	(1) Comm Board	(1) Mercury M5-COM	(1) Mercury M5-COM
Reader Board	(2) Reader Processor Board (8RP)	(2) Mercury SY-M5-8RP	(2) Mercury M5-MUX
Input Board	(1) Digital Input Board (20DI)	Existing	(1) Mercury M5-20DI
Output Board	(1) Digital Output Board (16DO)	Existing	(1) Mercury M5-16DO
Field Board	(16) Wiegand Interface Unit	Existing	(16) Mercury MR50

EXHIBIT “C”

PERFORMANCE SCHEDULE

[Beneath this sheet.]

PROJECT SCHEDULE

