

1/24/24

**CONTRACT BETWEEN  
COUNTY OF GLOUCESTER  
AND  
SIEMENS INDUSTRY, INC.**

**THIS CONTRACT** is made effective the 24<sup>th</sup> day of **January 2024**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices at 2 South Broad Street, Woodbury, NJ 08096 hereinafter referred to as "**County**", and **SIEMENS INDUSTRY, INC.**, with offices at 2000 Crawford Place, Suite 300, Mount Laurel, NJ 08054 hereinafter referred to as "**Contractor**".

**RECITALS**

**WHEREAS**, the County has entered a Service Agreement for services relative to technical support, testing, inspection and maintenance for proprietary hardware and software pertaining to the Siemens XLS-V Fire Alarm System located at the GC Justice Center; and

**WHEREAS**, N.J.S.A. 40A:11-5DD permits the performance of services for the support and maintenance of proprietary computer hardware and software without public advertising for bids; and

**WHEREAS**, the County also has a need for as-needed incidental maintenance and supplies necessary for the efficient operation of said fire alarm system not covered under the Service Agreement; and

**WHEREAS**, the contract has been awarded consistent with the fair and open provisions of the Gloucester County Administrative Code and with N.J.S.A. 19:44A-20.4 et seq., which exempt this contract from competition because Contractor has certified that it has not previously made and will not make a disqualifying contribution during the term of the contract; and

**NOW, THEREFORE**, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the County and Contractor do hereby agree as follows:

**TERMS OF AGREEMENT**

1. **TERM.** This contract shall be effective for a period of two (2) years from January 1, 2024 to December 31, 2025.
2. **COMPENSATION.** The Contractor shall be compensated in amount not to exceed \$8,000.00 per year for incidental maintenance and supplies on an as-need basis not covered under the Service Agreement dated January 10, 2024.

It is acknowledged that in accordance with the Service Agreement entered into for the provision of technical support, testing, and inspection services, Contractor shall be paid a total amount of \$96,768.00, payable as \$47,088.00 in 2024 and \$49,680.00 in 2025.

Payments to be made beyond December 31, 2024 shall be conditioned upon approval of the final 2025 County budget.

Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

**3. DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be for as-needed incidental maintenance and supplies for the efficient operation of the fire alarm system at the County Justice Complex not covered under the Service Agreement dated January 10, 2024, and services relative to technical support, testing, inspection and maintenance for proprietary hardware and software pertaining to said Siemens XLS-V Fire Alarm System, as per Contractor's Proposal #Gloucester County JC FA SA23 and Service Agreement dated January 20, 2024 (Exhibit A), which are incorporated herein and made part of this Contract, and for incidental maintenance and supplies on an as-need basis not covered under the Service Agreement .

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements of the Contractor's renewal documents.

**4. FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment, and will ensure that equal employment opportunity is afforded to all applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service. Such equal employment opportunity 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. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

c. The Contractor will send to each labor union with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the vendor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Contractor, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

e. The Contractor agrees to make good faith efforts to meet targeted County employment goals established in accordance with N.J.A.C. 17:27-5.2.

5. **LICENSING AND PERMITTING.** If the Contractor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Contractor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Contractor or its agents.

6. **TERMINATION.** This Contract may be terminated as follows:

a. Pursuant to the termination provisions set forth in County Bid Specifications or Requests for Proposal, if any, as the case may be, which are specifically referred to and incorporated herein by reference.

b. If Contractor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Contractor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

c. If, through any cause, the Contractor shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract, shall be forthwith delivered to the County.

d. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Contractor. If the Contract is terminated by the County as provided herein, the Contractor will be paid for the services rendered to the time of termination.

e. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor, and the County may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the County from the Contractor is determined.

f. Termination shall not affect the validity of the indemnification provisions of this Contract, nor prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. **PROPERTY OF THE COUNTY.** All materials developed, prepared, completed, or acquired by Contractor during the performance of the services specified by this Contract, including, but not limited to, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports, shall become the property of the County, except as may otherwise be stipulated in a written statement by the County.

8. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

9. **INDEMNIFICATION.** The Contractor shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Contractor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Contractor's failure to provide for the safety and protection of its employees, or from Contractor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Contractor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

10. **INSURANCE.** Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with companies deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Contractor is a member of a profession that is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. The Contractor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract. The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Contractor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

11. **SET-OFF.** Should Contractor either refuse or neglect to perform the service that Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such

expense shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

12. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Contractor shall be suspended without liability for the period during which the County is so prevented.

13. **METHODS OF WORK.** Contractor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.

14. **NONWAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Contractor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

15. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.

16. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.

17. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

18. **GOVERNING LAW, JURISDICTION AND VENUE.** This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.

19. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent contractor and is not an agent of the County.



20. **CONFLICT OF INTEREST.** Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services pursuant to this Contract. The Company further covenants that in the performance of this Contract, no person having any such interest shall be employed.

21. **CONFIDENTIALITY.** Contractor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.


22. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

23. **CONTRACT PARTS.** This Contract consists of this Contract document and Exhibit A. Should there occur a conflict between this Contract and Exhibit A, then this Contract will control.

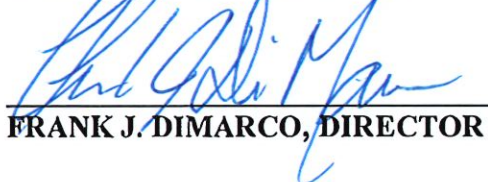
**THIS CONTRACT** is made effective the 24<sup>th</sup> day of **January, 2024**.

**IN WITNESS WHEREOF**, the County has caused this instrument to be signed by its Director and attested by its Clerk, pursuant to a Resolution of the said party of the first part passed for that purpose, and Contractor has caused this instrument to be signed by its properly authorized representative.

**ATTEST:**

  
**LAURIE J. BURNS,**  
**CLERK OF THE BOARD**



**COUNTY OF GLOUCESTER**

  
**FRANK J. DIMARCO, DIRECTOR**

**ATTEST:**

  
\_\_\_\_\_

**SIEMENS INDUSTRY, INC.**

  
\_\_\_\_\_  
By: **Alan Donatelli**  
Title: **Branch General Manager**  
  
Electronically signed by:  
Robert F. Suermann  
Date: Feb 22, 2024 18:03 EST

**ADDENDUM 1**  
**ATTACHED HERETO IS INCORPORATED**  
**HEREIN AND MADE A PART HEREOF BY**  
**THIS REFERENCE.**

**Addendum 1 to CONTRACT BETWEEN COUNTY OF GLOUCESTER AND SIEMENS INDUSTRY, INC.**  
**("Contract")**  
**between**  
**County of Gloucester ("County")**  
**and**  
**Siemens Industry, Inc., Smart Infrastructure ("Contractor")**  
**Dated: February 22, 2024**

County and Contractor agree to modify the Terms and Conditions as follows, where the Terms and Conditions of the Contract conflict with or differ from the Terms and Conditions of this Addendum, the provisions of this Addendum will control, and notwithstanding anything herein to the contrary, no reference to or incorporation of any contract, specification or document other than the Contract and this Addendum shall grant rights to or impose any obligations upon either party relative to warranty, indemnity, insurance, delay, liquidated damages, payment or rights to drawings, computer code or other proprietary information:

**9. INDEMNIFICATION.** Modify as follows. "...Gloucester against any third-party claim, loss, liability... any act or willful omissions, including negligence..."

**10. INSURANCE.** "Anything in the contract documents notwithstanding, Contractor's sole obligation with respect to insurance shall be to provide Commercial General Liability on an occurrence basis with a limit of \$1,000,000 (\$10,000,000 general aggregate), Automobile Liability \$2,000,000 combined single limit, and Workers Compensation/Employer Liability \$1,000,000. County (and other specific entities, if any, designated by County) shall be included as additional insureds to the General Liability/Automobile Liability policies. A certificate of insurance shall be issued to the County that evidences the above insurance and which provides for thirty (30) days written notice to the certificate holder by U.S. mail should any of the policies be cancelled before the policy expiration date. Except in the event of a court order or litigation, it is expressly understood and agreed that Contractor shall not be obligated to provide copies of its insurance policies to County as part of this Contract."

**11. SET-OFF.** Strike in its entirety and replace as follows. "Notwithstanding anything in the contract documents to the contrary, Contractor's right to set off funds under this Contract shall be limited to funds owed under this Contract and shall not apply to any other contract."

**12. PREVENTION OF PERFORMANCE** – Strike in its entirety

Add new **24. CONSEQUENTIAL DAMAGES.** "NOTWITHSTANDING ANYTHING IN THIS CONTRACT TO THE CONTRARY, NEITHER COUNTY NOR SICONTRACTOR SHALL BE LIABLE, WHETHER BASED IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL OR EQUITABLE THEORY FOR ANY TYPE OF INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE."

Add new **25. LIMITATION OF LIABILITY.** "CONTRACTOR'S MAXIMUM LIABILITY UNDER THIS CONTRACT UNDER ANY THEORY OF RECOVERY, WHETHER BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), UNDER WARRANTY, INDEMNITY OR OTHERWISE, SHALL NOT EXCEED THE TOTAL PRICE PAID TO CONTRACTOR UNDER THIS CONTRACT."

This Addendum may be executed in multiple counterparts, each of which shall be deemed original and all of which together shall constitute one and the same instrument.

The parties agree that this Addendum modifies the Contract between the parties dated January 24, 2024 and is incorporated therein by this reference.

County: **County of Gloucester**

By: Frank J. DiMarco, Commission Director

Name: [Signature]

Contractor: **Siemens Industry, Inc.**

By: [Signature] Electronically signed by: Alan Donatelli  
Date: Feb 22, 2024 14:05 EST

Name: \_\_\_\_\_

By: [Signature] Electronically signed by:  
Robert F Suermann  
Date: Feb 22, 2024 18:03 EST

Name: \_\_\_\_\_



# SIEMENS

**PROPOSAL**

Gloucester County JCFA SA23

**PREPARED BY**

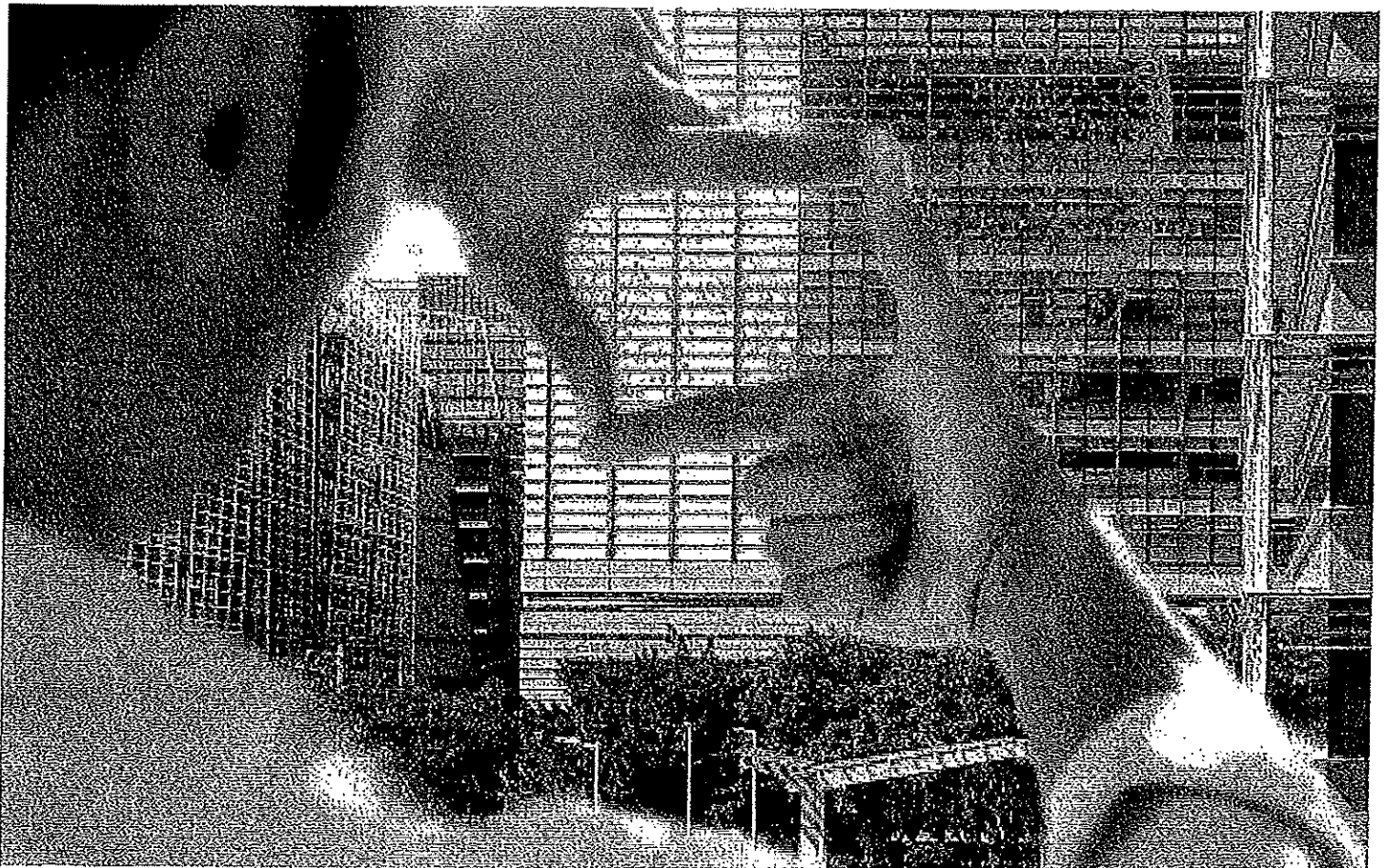
Siemens Industry, Inc. ("Siemens")

**DELIVERED ON**

January 10, 2024

SMART BUILDINGS

## Transforming the Everyday





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## Contact Information

Proposal #:	8524966
Date:	January 10, 2024

Sales Executive:	Lucas Baker
Branch Address:	1450 Union Meeting Road Blue Bell, PA 19422
Telephone:	484-919-6924
Email Address:	lucas.baker@siemens.com

Customer:	COUNTY OF GLOUCESTER
Address:	70 HUNTER ST WOODBURY NJ 08096
Services shall be provided at:	COUNTY OF GLOUCESTER 70 HUNTER ST WOODBURY NJ 08096



## **Executive Summary**

### **Customer Needs**

The Services proposed in this agreement are specifically designed for COUNTY OF GLOUCESTER, and the services provided herein will help you in achieving your facility goals.

### **Services Included**

Siemens will provide the following services.

#### **Service Description**

- Test & Inspection – Fire Alarm System
- Repair & Replacement Fire Alarm System

## Building Services – Fire

**Services that deliver the outcomes you want to achieve.**

Services delivered by Siemens have been developed to help you achieve the outcomes you expect.

**Fire Safety Industry acronyms used in the following service descriptions:**

AHJ – Authority Having Jurisdiction

NFPA – National Fire Protection Association

### Manage System Operation & Compliance

#### Fire Alarm System – Repair & Replacement Services

To reduce the unexpected costs of unbudgeted repairs, Siemens will provide the labor and material to repair or replace failed or worn components. Prior to beginning any repair or replacement, Siemens will troubleshoot the system to diagnose your system's problem. Components that are suspected of being faulty may be repaired or replaced in advance to minimize the occurrence of system interruptions. Equipment covered under this agreement is itemized in the List of Equipment Related Services, unless otherwise noted. Items not covered will be brought to the owner's attention.

#### Fire Alarm System – Annual Test & Inspection

Siemens will perform the required annual test of the fire alarm system using the locally adopted NFPA 72 edition's recommended methods as guidelines. Siemens will provide the necessary documentation to aid in satisfying local code and AHJ requirements. A list of equipment covered, along with test frequencies, can be found in the Equipment Related Services table of this Agreement.

Siemens will perform visual inspection and verify proper operation of the following:

- Identify and document conditions that may compromise the electrical components or operation of the fire alarm system
- Inspect the fire alarm control panel as well as remote panels, if any
  - Check voltage readings, amperage, and battery capacity
  - Check wire terminals for loose connections on batteries
  - Check fuses, LEDs, and lamps
- Test and Inspect initiating devices
  - Verifying that each device is accurately represented on the fire alarm control panel
- Test and Inspect notification appliances
- Test and Inspect the activation of all output relays
- Test and Inspect condition and operability of smoke detectors, heat detectors, duct detectors, manual pull stations, monitor module and other initiating devices found in the Equipment Related Services table of this Agreement
- Test central station communication of alarms, if monitored
- Inspect and activate outputs that trigger interconnected equipment and systems (Elevator, Smoke



Control, Automation, Security, HVAC, etc.)

- Confirm all fire alarm initiating devices returned to normal operating conditions
- Produce a complete report acknowledging all inspections and tests, identifying any deficiencies, and recommending a course of action that is required until such deficiencies may be remedied

**Exclusions:**

- Functional testing of water-based fire protection systems, clean agent systems, and dry/wet chemical systems



## **Emergency Response Times – Fire**

### **Emergency Online/Phone Response**

#### **Standard**

Monday through Sunday, 24 Hours per Day, System and software troubleshooting and diagnostics will be provided remotely to enable faster response to emergency service requests and to reduce the costs and disruptions of downtime. Siemens will respond within 4 hours, Monday through Sunday, 24 hours per day, excluding Holidays, upon receiving notification of an emergency, as determined by your staff and Siemens. Where applicable, Siemens will furnish and install the necessary online service technology to enable us to remotely access into your system, through a communications protocol (internet connection or dedicated telephone line) that will be provided by the facility. Where remote access is not available to the system, Siemens will provide phone support to your staff to assist in their onsite troubleshooting and diagnosis. If remote diagnostics determine a site visit is required to resolve the problem, a technician can be dispatched. Depending on your contract coverage, the on-site dispatch will be covered or will be a billable service call.

### **Emergency On-site Response**

#### **Premium**

Monday through Sunday, 24 hours a day, Emergency Onsite Response will be provided to reduce the costs and disruptions of downtime when an unexpected problem does occur. Siemens will provide this service between scheduled service calls and respond onsite at your facility within 4 hours for emergency conditions, as determined by your staff and Siemens, Monday through Sunday, 24 hours per day, including Holidays, upon receiving notification of an emergency. Non-emergency conditions, as determined by your staff and Siemens, may be incorporated into the next scheduled service call.

## Service Agreement Contract Characteristics

Description	FIRE
Hours of Coverage	24 x 7
Response Times (Phone/Online)	4 Hours
Response Times (Onsite/Emergency)	4 Hours
Remote Services	No
Third Party Systems	No
Monitoring	No
Additional Labor Discount	20.0%
Additional Material Discount	20.0%

Labor and material discounts are applicable for sites identified in this agreement and are only available for the disciplines included in this agreement.

## Equipment Related Services

### Fire

Equipment	Service Description	Qty	Frequency	Year	Service Location	Repair Coverage
Digital Dialer	Test & Inspection – Fire Alarm System	1	1	1,2	Onsite	
	Repair & Replacement Fire Alarm System	1	1	1,2		Material and Labor
NCC/Desigo CC UL Listed Computer	Test & Inspection – Fire Alarm System	1	1	1,2	Onsite	
	Repair & Replacement Fire Alarm System	1	1	1,2		Material and Labor
Power Booster	Test & Inspection – Fire Alarm System	11	1	1,2	Onsite	
	Repair & Replacement Fire Alarm System	11	1	1,2		Material and Labor
Remote Control/ Annunciator Panel	Test & Inspection – Fire Alarm System	4	1	1,2	Onsite	
	Repair & Replacement Fire Alarm System	4	1	1,2		Material and Labor
Siemens XLS/Desigo FSM Alarm Panel	Test & Inspection – Fire Alarm System	1	1	1,2	Onsite	
	Repair & Replacement Fire Alarm System	1	1	1,2		Material and Labor
Addressable Duct Detector	Test & Inspection – Fire Alarm System	18	1	1,2	Onsite	



## Fire

Equipment	Service Description	Qty	Frequency	Year	Service Location	Repair Coverage
Addressable Heat Detector	Repair & Replacement Fire Alarm System	18	1	1,2		Material and Labor
	Test & Inspection – Fire Alarm System	132	1	1,2	Onsite	
Addressable Smoke Detector	Repair & Replacement Fire Alarm System	132	1	1,2		Material and Labor
	Test & Inspection – Fire Alarm System	502	1	1,2	Onsite	
Addressable Pull Station	Repair & Replacement Fire Alarm System	502	1	1,2		Material and Labor
	Test & Inspection – Fire Alarm System	71	1	1,2	Onsite	
Control Module Contact Output Point (S)	Repair & Replacement Fire Alarm System	71	1	1,2		Material and Labor
	Test & Inspection – Fire Alarm System	75	1	1,2	Onsite	
Speakers or Horns with Strobes	Repair & Replacement Fire Alarm System	75	1	1,2		Material and Labor
	Test & Inspection – Fire Alarm System	212	1	1,2	Onsite	
Strobe	Repair & Replacement Fire Alarm System	212	1	1,2		Material and Labor
	Test & Inspection – Fire Alarm System	164	1	1,2	Onsite	

## Fire

Equipment	Service Description	Qty	Frequency	Year	Service Location	Repair Coverage
	Repair & Replacement Fire Alarm System	164	1	1,2		Material and Labor
Tamper Switch Monitor Module						
	Test & Inspection – Fire Alarm System	25	1	1,2	Onsite	
	Repair & Replacement Fire Alarm System	25	1	1,2		Material and Labor
Waterflow Switch Monitor Module						
	Test & Inspection – Fire Alarm System	25	1	1,2	Onsite	
	Repair & Replacement Fire Alarm System	25	1	1,2		Material and Labor

## Terms and Conditions

**Terms and Conditions (Click to download)**

Terms & Conditions

([www.siemens.com/standard-terms-service](http://www.siemens.com/standard-terms-service))

**Price Escalation.** If, during the term of this Contract, the price of various materials or labor or logistics are increased as reflected by CRU, CMAI, COMEX market indexes or IHS Markit, then Siemens may increase the applicable yearly Investment or apply a surcharge accordingly.

As a result of the global Covid-19 Virus outbreak, temporary delays in delivery, labor or services from Siemens and its sub-suppliers or subcontractors may occur. Among other factors, Siemens' delivery is subject to the correct and punctual supply from sub-suppliers or subcontractors, and Siemens reserves the right to make partial deliveries or modify its labor or services. While Siemens shall make every commercially reasonable effort to meet the delivery or service or completion date mentioned above, such date is subject to change.

To the extent applicable, the following Rider(s) are incorporated and made part of the Siemens Standard Terms and Conditions:

**Riders (Click on rider below to download)**

SI Fire Life Safety Rider

([www.siemens.com/rider-fls](http://www.siemens.com/rider-fls))

SI Exclusions and Clarifications

([www.siemens.com/rider-clarification](http://www.siemens.com/rider-clarification))

## Agreement Terms for Investments

Services shall be provided at:

70 HUNTER ST  
WOODBURY, NJ 08096

Siemens Industry, Inc. shall provide the services as identified in this Proposal and pursuant to the associated terms and conditions contained within.

**Duration (Initial Term and Renewal):** This Agreement shall remain in effect for an Initial Term of 2 Periods beginning January 1, 2024. After the expiration of the Initial Term, this Agreement shall automatically renew for successive one year periods. The Investments for each year after the Initial Term of the Agreement and each year of each renewal of this Agreement shall be determined as the immediate prior year's Investment plus an escalator of 5.5% or as allowed per this proposal. In addition, each renewal term pricing shall be adjusted for any additions or deletions to services selected for the renewal term.

**Initial Term Investments:**

Period	Period Range	Billing Frequency	Annual Price
1	Jan 1,2024 - Dec 31,2024	Annually (In Advance)	\$47,088.00
2	Jan 1,2025 - Dec 31,2025	Annually (In Advance)	\$49,680.00
Multi-Period Investment Total			\$96,768.00

### Amount Due In Advance Based On Billing Frequency

Applicable sales taxes, if included in the investment amount, are estimated only and will be calculated based on local requirements at the time of invoicing. The pricing quoted in this Proposal are firm for 30 days.



## Signature Page

The Buyer acknowledges that when accepted by the Buyer as proposed by Siemens Industry, Inc., this Proposal and the Standard Terms and Conditions of Sale for Services, (together with any other documents, including any applicable Rider(s), incorporated herein) shall constitute the entire agreement of the parties with respect to its subject matter.

BY EXECUTION HEREOF, THE SIGNER CERTIFIES THAT (S)HE HAS READ ALL OF THE TERMS AND CONDITIONS AND DOCUMENTS, THAT SIEMENS INDUSTRY, INC. OR ITS REPRESENTATIVES HAVE MADE NO AGREEMENTS OR REPRESENTATIONS EXCEPT AS SET FORTH THEREIN, AND THAT (S)HE IS DULY AUTHORIZED TO EXECUTE THE SIGNATURE PAGE ON BEHALF OF THE BUYER.

### Initial Term Investments

Period	Period Range	Billing Frequency	Annual Price
1	Jan 1,2024 - Dec 31,2024	Annually (In Advance)	\$47,088.00
2	Jan 1,2025 - Dec 31,2025	Annually (In Advance)	\$49,680.00

### Proposed by:

Siemens Industry, Inc.

Company

Lucas Baker

Name

8524966

Proposal #

\$96,768.00

Proposal Amount

January 10, 2024

Date

### Accepted by:

COUNTY OF GLOUCESTER

Company

**Frank J. DiMarco**  
**Commission Director**

Name (Printed)

Signature

Title

Date

Purchase Order # ☐ PO for billing/pmnt only ☐ PO not required