

BOARD OF SUPERVISORS

FORM 11: APPROVAL OF THE AGREEMENT WITH SYSTEMS INTEGRATION CORPORATION TO PROVIDE INTEGRATED SECURITY & ELECTRONICS MAINTENANCE FOR THE SHERIFF'S DEPARTMENT

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BACKGROUND

On behalf of the Sheriff's Department, County Purchasing issued a formal Request for Proposal (RFP) to provide maintenance, and repair on integrated security and electronics systems at the Robert Presley Detention Center (RPDC), Robert Presley Old Jail, Smith Correctional Facility (SCF), Southwest Detention Center (SWDC), Indio Jail, and Blythe Jail. Systems include a Distributed Intelligence Access Control Systems (DIACS), locking systems, fire alarms, smoke and heat detectors, security alarms, intercoms, resident alert monitoring, perimeter security systems, and other related systems.

These services are not new or expanded but are needed to maintain the existing equipment and facilitate future upgrades as required. Integrated security and electronics maintenance services are necessary for the security and safety of personnel, inmates, and the public. The proposed contract is for three (3) years with the option of two (2) one-year renewal periods, by written amendment, unless terminated earlier. Contract contains a 30-day notice of termination clause.

Systems Integration Corporation will start service on April 1, 2010 and the Sheriff's Department will pay them \$166,029 for the last quarter of the fiscal year. This includes three months of FY 09/10. Additionally, the first month of this agreement will be discounted 50 percent at all locations, excluding SWDC.

In FY 10/11, the Department will pay \$751,875. This includes the remainder of the first year contractual agreement (\$558,300) plus three months of the second year (\$193,575).

PRICE REASONABLENESS

The current contracts have expired; therefore the Sheriff's Department requested a formal competitive bidding process to renew this on-going service. The request for proposal was posted to the County website, various plan rooms, and sent to five (5) vendors. The County received five (5) bid submittals, which ranged in price from \$3,641,212 (one vendor excluded SWDC) to \$13,808,130 (for all locations). The bids were evaluated by a team of end users consisting of the Sheriff's Department who have expertise and knowledge working with this type of system on a daily basis. The evaluation was facilitated by County Purchasing. Systems Integration Corporation was determined to be the lowest, most responsive and responsible bidder.

The lowest, responsive and responsible bidder was selected based on vendor qualifications and the criteria listed in the RFP, including overall cost to the County and the ability to meet the specifications, conditions, and other requirements described within the RFP's scope of services. As a result of the negotiations, the recommendation is to award to Systems Integration Corp., who provided the lowest cost inclusive of all locations and services. The final cost over the five (5) year contract period will be \$4,031,900.00. This amount reflects an additional negotiated cost savings of \$243,300.

REVIEW/APPROVAL Purchasing and County Counsel concurs with this request.

PROFESSIONAL SERVICE

for

Integrated Security & Electronics Services

between

COUNTY OF RIVERSIDE

and

SYSTEMS INTEGRATION, CORP.



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This Agreement, made and entered into this 1st day of April 2010, by and between Systems Integration Corp, (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all maintenance and repair services to Electronic Security Systems as outlined and specified in Exhibit A, Scope of Service, consisting of (20) pages at the prices stated in ATTACHMENT 4, Payment Provisions Best and Final Offer, consisting of one (1) page..

1.2 Systems include locking controls, fire alarms smoke and heat detectors, security alarms, intercoms, resident alert monitoring, perimeter security systems and other related systems. The facilities include Robert Presley Detention Center (RPDC), Southwest Detention Center (SWDC), Larry Smith Correctional Facility (SCF), Indio Jail and Blythe Jail. The Maintenance/Service Location addresses are listed in ATTACHMENT 6, consisting of one (1) page.

1.3 CONTRACTOR represents that he has the skills, experience and knowledge necessary to fully and adequately perform and complete under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California. CONTRACTOR further represents and warrants that it has all licenses; permits, qualifications and approvals of whatever nature is legally required to practice its professional/service. CONTRACTOR further represents that it shall keep all such licenses and approvals in effect during the term of this Agreement.

1.4 CONTRACTOR affirms that it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in ATTACHMENT 4. CONTRACTOR is not to perform services or provide products outside of this Agreement.

1.5 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective upon signature by both parties and continue in effect through (3) years, with the option of two (2) one-year renewal periods, by written amendment, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter unless terminated as specified in Section 5, TERMINATION. CONTRACTOR shall commence performance of requested services upon notification and shall diligently perform such services.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with this Agreement and the Payment Provisions Best and Final Offer, ATTACHMENT 4. The First year maximum payments by the COUNTY to the CONTRACTOR shall not exceed seven hundred forty four thousand four hundred dollars (\$744,400.00) annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in ATTACHMENT 4, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement. All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. The COUNTY may enforce, adjust, negotiate, or cancel escalating price contracts or take any other action it deems appropriate, as it sees fit. Adjustments increasing the CONTRACTOR's profit will not be allowed; said Agreement is subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR is responsible for submitting detailed monthly billing to the COUNTY. The monthly billing shall include itemized cost for labor, material and a detailed description of the scope of work performed. After which, the payment to the CONTRACTOR will be made monthly in advance, provided CONTRACTOR is not in default under any provisions of this Agreement. The amount of payment shall be one twelfth (1/12) of the annual contract price, plus any costs for additional work authorized by the COUNTY, less any deductions for unsatisfactory performance, see ATTACHMENT 4, Payment Provisions Best and Final Offer consisting of one (1) page. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices for the specific facilities individually listed in ATTACHMENT 6.

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number SHARC-93673-001-04/11; quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

- c) Each location shall be billed as a separate entity
- d) In accordance with California Government Code Section 926.10, COUNTY is not allowed to pay excess interest and late charges.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated and have no further force and effect.

4. **Alteration or Changes to the Agreement**

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee are the only authorized COUNTY representatives who may at any time, by written order, make alterations to this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he/she may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. **Termination**

5.1 COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice, terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress so as to endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement and at the rates set forth in Payment Provisions Best and Final Offer, ATTACHMENT 4.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. **Ownership/Use of Contract Materials and Products**

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY; and may be used by the COUNTY for any purpose COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports or products without prior written authorization of the COUNTY.

7. **Conduct of CONTRACTOR**

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. **Inspection of Service; Quality Control/Assurance**

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the

COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess or evaluate CONTRACTOR's performance under this Agreement at any time upon reasonable notice to CONTRACTOR.

9. **Independent CONTRACTOR**

The CONTRACTOR is, for purposes relating to this Agreement, an independent CONTRACTOR and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

10. **Subcontract for Work or Services**

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement which is not resolved by the parties shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside COUNTY before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the COUNTY of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside COUNTY. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of CONTRACTORS, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

COUNTY of Riverside
2980 Washington St.
Riverside, CA 92504
Attn: Debra Macias
Procurement Contract Specialist

Riverside COUNTY Sheriff's Department
4095 Lemon Street, Second Floor
Riverside, CA. 92501
Attn: Jerry Gutierrez, C. Captain

CONTRACTOR

Systems Integration
4699 Nautilus Court South Suite 205
Boulder, Co 80301
Attn: Rob Howard

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent CONTRACTOR(s) form DE 542 to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the Agreement being awarded to another CONTRACTOR. In the event a Agreement has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the COUNTY of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability, claim, damage or action whatsoever, based or asserted upon any act or omission of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death. CONTRACTOR shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, the COUNTY of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any such action or claim. With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR's indemnification of COUNTY. CONTRACTOR's obligations hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal (or similar document) relieving the COUNTY from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR's obligations to indemnify and hold harmless the COUNTY.

21.2 In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the COUNTY to the fullest extent allowed by law.

21.3 CONTRACTOR's indemnification obligations shall also apply to any action or claim regarding actual or alleged intellectual property infringement related to any material or product provided to COUNTY pursuant to this Agreement. In the event of any such action or claim, CONTRACTOR shall provide immediate notice to COUNTY of the action or claim. CONTRACTOR may defend or settle the action or claim as CONTRACTOR deems appropriate; however, CONTRACTOR shall be required to obtain for COUNTY the right to continue to use the material or product (or a similar non-infringing material or product with the same function) on terms identical to those stated in this Agreement.

22. Insurance

Without limiting or diminishing the CONTRACTOR's obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage(s) during the term of this Agreement:

22.1 Workers' Compensation

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than **\$1,000,000** per person per accident. The policy shall be endorsed to waive subrogation in favor of the COUNTY of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

22.2 Commercial General Liability

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury covering claims which may arise from or out of CONTRACTOR's performance of its obligations hereunder. Policy shall name all Agencies, Districts, Special Districts, and Departments of the COUNTY of Riverside, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than **\$1,000,000** per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

22.3 Vehicle Liability

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than **\$1,000,000** per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name all Agencies, Districts, Special Districts, and Departments of the COUNTY of Riverside, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

22.4 General Insurance Provisions - All lines

- a) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the COUNTY Risk Manager. If the COUNTY's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- b) The CONTRACTOR must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the COUNTY Risk

Manager before the commencement of operations under this Agreement. Upon notification of self insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

c) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the COUNTY of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, or 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the COUNTY of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the COUNTY of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. ***CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do soon its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.***

d) It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

e) The COUNTY'S Reserved Rights--Insurance. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work (such as the use of aircraft or watercraft) the COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if; in the COUNTY Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

f) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

g) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other Agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes or regulations which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 For so long as the Agreement shall remain in effect and for a period of nine (9) months thereafter, County covenants and agrees that it shall not hire or solicit for employment or call with the purpose or intent of attracting such person from the employ of Contractor, directly or indirectly, through any person or firm, any person who is at that time (or at any time during the nine (9) months prior thereto) employed by or representing Contractor

23.13 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY:

COUNTY of Riverside
4080 Lemon St, 5th Floor
Riverside, CA 92501

Signature: _____

Print Name: _____

Title: Chairman, Board of Supervisors

CONTRACTOR:

Systems Integration Corp.
4699 Nautilus Court South Suite 205
Boulder, CO 80301

Signature: Rob Howard

Print Name: Rob Howard

Title: Secretary/General Manager

FORM APPROVED COUNTY COUNSEL

BY: Neal R. Kipnis DATE 3/16/18

EXHIBIT A
SCOPE OF SERVICE

1.0 DEFINITIONS

Wherever these words occur in this Agreement, they shall have the following meaning:

- A. "Acceptable Quality Level" (AQL) shall mean a measure expressing the maximum allowable leeway or variance from a performance standard (100%) before the COUNTY will reject the work. AQL does not imply that the CONTRACTOR may knowingly perform unsatisfactorily. However, the COUNTY recognizes that less than 100% performance may sometimes occur. Failure to meet the AQL shall result in the issuance of a Contract Discrepancy Report (CDR), and Unsatisfactory Performance Deduction (UPD) shall be applied against CONTRACTOR's monthly payment, as stated in the Performance Requirements Summary. Additionally, upon request by the COUNTY, the CONTRACTOR must re-perform all work to correct the identified deficiencies.
- B. "Contract Discrepancy Report" (CDR) shall mean a report used by the COUNTY's Quality Assurance Evaluator (QAE) to record Contract information regarding discrepancies or problems with the CONTRACTOR's performance. If the CONTRACTOR's performance is judged by the QAE as unsatisfactory, the QAE shall forward a Contract Discrepancy Report to the CONTRACTOR for response
- C. "Contract Manager" (CM) shall mean the individual appointed by the CONTRACTOR and approved by the COUNTY to administer the Contract operation after the Contract is awarded. This individual shall be responsible for supervision of the CONTRACTOR's employees.
- D. "COUNTY" shall mean the COUNTY of Riverside and its Sheriff's Department. For purposes of this Agreement, Sheriff's Department and COUNTY are used interchangeably.
- E. "Court Services" shall mean units of the Riverside Sheriff's Department that provides services to the Consolidated Superior Court of Riverside COUNTY.
- F. "Critical Problem" shall mean a problem with the safety/security system(s) of a facility that has or causes major impact to the security operations and the safe operation of a facility. Refer to **Attachment #1**.
- G. "Department" shall mean the Riverside COUNTY Sheriff's Department.
- H. "Department Contract Manager" (DCM) shall mean the individual who will be appointed by the Department and is responsible for overseeing the terms of the Agreement with the CONTRACTOR and may coordinate the Agreement activities with the COUNTY facility managers.
- I. "DIACS" Distributed Intelligence Access Control System.
- J. "Facility" shall mean a jail, detention center, place of incarceration, courthouse or a location in which a security system(s) is in use. All facilities to be covered by this Agreement are operated by or with the Riverside COUNTY Sheriff's Department.
- K. "Facility Manager" shall mean the person designated by the facility commander who will be responsible for overseeing the terms of the Agreement with CONTRACTOR and will coordinate the Agreement activities within the facility.

- L. "Item" shall mean an individual piece of equipment that is a part of a security system. For example, the Agreement requires that each camera and lens be properly adjusted. Each camera and lens in the system would be considered an item.
- M. "Maintenance and Repair" shall mean the routine, recurring and/or unusual work for the preservation, protection and keeping and/or restoration of systems to a safe and continually usable and operable condition for which it was designed, improved, constructed, altered or repaired.
- N. "Mechanical and Electromechanical Devices" shall mean all devices that move mechanically or work on mechanical or electromechanical principles. Examples include, but are not limited to: door or gate closures and position switches, gate lock parts, door or gate hold open devices, roller bearings and wheels, tracks and guides, mechanical devices, electric motors for swing doors or gates and sliding doors or gates, controllers for operators and electric motors, chains, compressors for pneumatic locking systems, air lines for pneumatic locks, and pneumatic interface cabinets.
- O. "MQs" shall mean minimum qualifications.
- P. "Operable" shall mean systems which are usable for the purpose for which they are intended, that is, all functions can be operated, accessed, activated and used by normal means, or by equivalent temporary "work around" means without significant increase in effort or difficulty.
- Q. "Performance Indicators" shall mean Characteristics used to measure and evaluate work. Performance indicators measure work quality against the AQL and the Standard.
- R. "Performance Requirements Summary" shall mean a document that summarizes all required services under the Contract, Key Performance Indicators, service standards, maximum allowable deviations from perfect performance before Unsatisfactory Performance Deductions may be applied. The COUNTY will determine method(s) of monitoring, and the dollar amount of Unsatisfactory Performance Deductions.
- S. "Preventative Maintenance Program" (PMP) shall mean a program that provides for the systematic inspection, servicing and repair of systems prior to failure.
- T. "Quality Assurance Evaluator" (QAE) shall mean a COUNTY employee responsible for the monitoring of the CONTRACTOR'S performance. Each Facility Manager will appoint a Designee.
- U. "Quality Assurance Monitoring Plan" shall mean a plan developed by the COUNTY for its use to monitor the CONTRACTOR'S performance for each service listed in the Performance Requirements Summary.
- V. "Quality Control Program" shall mean all measures taken by the CONTRACTOR to assure that the quality of an end product or service will meet the Contract requirements regarding timeliness, accuracy, appearance, completeness, consistency, and conformity to the requirements set forth in the Performance Requirements Summary.
- W. "Task" shall mean a job or unit of work to be performed. For example, the adjustment of a video camera is a task. The cleaning of the camera lens on the same camera would be considered another task.
- X. "Trouble Report" shall mean a report generated by custody staff and is used to report repairs or needed work on the systems. The trouble report shall serve as a work order.

- Y. "Unsatisfactory Performance Deductions" shall mean monetary deductions applied against the COUNTY'S monthly payment to the CONTRACTOR for all documented instances of non-compliance.
- Z. "Work Request or Work Order" is a means whereby the users of systems, which the CONTRACTOR is responsible for maintaining and repairing, may document problems and repairs to the systems.
- AA. "Yearly Quality Assurance Evaluation" shall mean a yearly inspection on all facilities to provide a technical review and report regarding the status of systems maintained by the CONTRACTOR.

2.0 PURPOSE/BACKGROUND

2.1 CONTRACTOR shall provide maintenance, and repair on integrated security and electronics systems at the Robert Presley Detention Center, Smith Correctional Facility, Southwest Detention Center, Indio Jail, and Blythe Jail. These facilities are all located in Riverside COUNTY, California, and henceforth referred to as Riverside COUNTY facilities.

2.2 Maintenance and repair items covered under this Agreement at each site will vary due to age and usage of the installed equipment. The site requirements may cover gate and door locking controls, door actuators, fire alarms, smoke and heat detectors, security alarms, intercoms, resident alert monitoring, DVR systems, CCTV, UPS, card access control, activation control boards, perimeter security systems and other such systems of jail security.

2.3 It is the nature of modern correctional facilities that they are highly dependent on significant portions of their electronics systems for security and safety of personnel, inmates, and the public, and for the security of the facility itself. It is critical that the security and electronics systems be maintained in proper operating condition at all times by the most efficient and effective possible maintenance procedures. Deficiencies and failures effecting jail operations must be corrected immediately using extraordinary means when necessary. In addition, unlike industrial or commercial facilities, a correctional facility cannot be periodically closed or partially shut down for major repairs or overhauls. Thus, effective preventive maintenance is critical to minimizing the need for corrective action and preventing major malfunctions.

**GENERAL DESCRIPTION OF THE RIVERSIDE SHERIFF'S DEPARTMENT
AND
INTEGRATED SECURITY / SAFETY SYSTEMS FOR CUSTODY AND COURT FACILITIES**

2.4 The CONTRACTOR shall be the maintenance provider with expertise and a background on the security/safety systems. The purpose is to illustrate the required expertise for the providers of maintenance services. These descriptions do not constitute and cannot be used as a complete and/or accurate description of the Department and/or the system items of equipment to be maintained.

2.5 The Riverside COUNTY Sheriff's Department is an organization of approximately 4600 personnel who provide mandated law enforcement services to an estimated population of 2.1 million people. The Sheriff operates a number of public safety related facilities throughout Riverside COUNTY. The mandated duties of the Sheriff include the operation of adult jails. Riverside COUNTY covers an area of approximately 7,300 square miles. The Sheriff's Department operates five adult jail facilities. The Corrections Division maintains a total of 3610 inmate beds COUNTYwide. All these facilities use various types of electronic security/safety systems. Due to their size, the jail facilities in Banning, Murrieta and Riverside require approximately four times the maintenance and repairs as the Blythe and Indio facilities.

2.6 The Larry D. Smith Correctional Facility, located in Banning, is currently being expanded and will add an additional 582 beds and a video visiting center by March 2010. In addition to this expansion, the Riverside COUNTY Sheriff's Department is currently in design phase of a new correctional facility that will add an estimated 1,200 to 1,800 more beds during the latter part of 2012. Within 60 days of completion of the Larry D. Smith Correctional Facility expansion, the CONTRACTOR will be required to provide the COUNTY an itemized quote for providing maintenance services to the new integrated security and electronics systems associated with the completed expansion.

2.7 Generally, the security/safety approach to a jail/detention facility encompasses electronically activated, integrated systems including door control systems, electronic detention locks, door actuators, control panels, intercom systems, paging systems, closed circuit television (CCTV) systems, intrusion/tamper alarm systems, fire emergency/alarm systems, and card access control systems/ card reader controlled electronic door locks. The systems are generally fully electronic, and are based on an "integrated" design approach where several different systems are combined ("integrated") from an operational point of view via common, custom built, control panels. The control functions for most systems are generally implemented using programmable logic controllers (PLC's) or in some installations microprocessors (E-proms). At the Southwest Detention Center the integrated system is based on custom, Windows2000 based software applications running on LAN based server technology for input/output control, referred to as a Distributed Intelligence Access Control System (DIACS).

2.8 CONTRACTOR must maintain and repair all components of integrated security and electronics systems, and must be organized for the purpose of providing integrated security and electronics systems maintenance service.

2.9 The maintenance of electronic detention locks, door actuators, and card reader controlled electronic door locks are included in the scope of this Agreement. CONTRACTOR must have staff qualified and trained in the maintenance and repair of various detention and builders' hardware locks and locking devices. Systems include but are not limited to: Folger-Adam, RR Brink, Airteq, Schlage, Corbin-Russwin, Yale locks and locking devices. This includes devices that may be powered by 115 volt AC, and 24 volt DC. CONTRACTOR must also have staff qualified and trained in the maintenance and repair of various integrated security electronics systems, such as DVR systems, PLC and DIACS.

2.10 CONTRACTOR must possess a B-General Building and/or a C-10 Electrical CONTRACTOR's license with the State of California.

2.11 Scope of Service Change

CONTRACTOR shall provide maintenance and repair on integrated security and electronics systems. The Hall of Justice (HOJ), Southwest Justice Center (SWJC), and the Larson Justice Center (LJC) have been removed from the scope of service. In relation to this Agreement, the differentiation between the courts and the correctional facilities they are attached to will be the threshold going out of the tunnels into the court basement holding areas. All integrated security and electronic systems and any mechanical and electromechanical devices that are located within the tunnels will remain in this Agreement.

2.12 There may be some security and electronics systems located in the adjoining court but are integrated in some way with the correctional facility and vice versa. The CONTRACTOR is required to enter into an Agreement with the court's security electronics CONTRACTOR to assist in providing access to court security and electronics systems that may be located in the correctional facility. The assistance shall be timely and not exceed the service requirement response detailed in Section 7.9 of this Agreement. This Agreement between the CONTRACTOR and the court's security electronics CONTRACTOR shall be independent of any Agreement with the COUNTY.

2.13 Addition or Reduction to Scope of Service

The COUNTY may add or delete facilities throughout the term of the Agreement as deemed necessary at no additional cost to the COUNTY. In the event a facility is deleted, the payment provisions for the individual facility will be adjusted accordingly.

3.0 SCOPE OF SERVICE

3.1 **General** - The overall governing requirement of the work is to preserve and maintain all systems covered by this Agreement in a safe, complete, continually usable and functioning condition for which each system was designed, constructed, improved, altered or repaired. The CONTRACTORS shall include preventive maintenance, corrective maintenance, cleaning, inspection, testing, and other tasks as required in this Agreement. Repair of all operable systems covered by this Agreement, and applicable to a given site, shall be included in this agreement, excluding those that fail or are damaged as a direct result of vandalism, fire, earthquake, or other acts of nature, acts of war, or riots.

A. All CONTRACTOR services shall be provided expeditiously and in a manner minimally disruptive of normal operations. Any shutdown of systems for maintenance must be approved in advance by the Facility Commander, Facility Manager or COUNTY Building Services designee. All testing, including activation of alarms or opening of electrically operated security doors shall be coordinated with the Control Room Operators and with other COUNTY'S personnel as necessary. Some work may require performing necessary work during other than normal (regular) work hours, which are defined in Section 3.7 of this Agreement.

B. The Facility Manager reserves the right to seek response from other resources if, in his/her sole judgment, the CONTRACTOR does not respond in the time frames described in the Agreement to meet any Maintenance and Repair work requirements or is unable to remedy repairs for any reason. The cost of such alternate Agreement services shall be deducted from COUNTY'S payment to CONTRACTOR.

3.2 In performing its work, the CONTRACTOR shall consider, in decreasing order of importance:

- a. Occupant safety, that is, the safety of staff, visitors, inmates, and other persons who may be at the site.
- b. Continuous operation, that is, all systems are usable and functional all of the time.
- c. Cost of maintenance services and products.

3.3 Point of Contact - The CONTRACTOR'S on-site personnel shall be the primary point of contact with the Department for initiation of work orders.

During times when CONTRACTOR personnel are not on-site, the point of contact shall be by telephone. The CONTRACTOR shall provide to the COUNTY an emergency phone number that will be answered 24 hours a day, 365 days a year by CONTRACTOR personnel authorized to assign a service call to the available service personnel.

All work assigned to CONTRACTOR personnel will be by written work order and/or Trouble Report.

In the event of a Critical Problem/ Event, the Integrated Security & Electronics Maintenance CONTRACTOR will be notified in a first response capacity to determine the nature of the system(s) failure. The CONTRACTOR'S evaluation of the problem will determine whether the repairs are within the CONTRACTOR'S scope of responsibility, or part of Facilities Management maintenance staff responsibility. After hours response will initially go to the CONTRACTOR. Calls during regular business hours may be coordinated between the CONTRACTOR and Facilities Management.

3.4 Locations

Robert Presley Detention Center (RPDC)
4000 Orange Street
Riverside, CA. 92501

Southwest Detention Center (SWDC)
30755-B Auld Road
Murrieta, CA. 92563

Larry D. Smith Correctional Facility (SCF)
1627 South Hargrave Street
Banning, CA. 92220

Indio Jail
46057 Oasis Street
Indio, CA 922201

Blythe Jail
260 N. Spring Street
Blythe, CA. 92225

3.5 COUNTY Personnel - The Department shall designate a Department Contract Manager who shall have authority to direct the CONTRACTOR'S performance in matters relating to policy, information requirements, and procedural requirements. The Department Contract manager will monitor the Contract and the performance of the CONTRACTOR and any subcontractors. The name, business address, and business telephone number of the Department Contract Manager will be provided to the CONTRACTOR at the time the Contract is awarded. In addition, the Facility Commander will designate a Facility Manager at each facility.

3.6 CONTRACTOR Personnel -

a. **Contract Manager** - The CONTRACTOR shall provide a Contract Manager who shall be responsible for the overall management and coordination of the Contract and shall act as the administrative point of contact with the COUNTY. The Contract Manager shall provide a telephone number where he/she or his/her Designee can be reached on a twenty-four (24) hours per day basis 365 days a year.

b. **Other CONTRACTOR Personnel** - The CONTRACTOR shall provide sufficient competent staff to fulfill the requirements of the Contract. The CONTRACTOR'S site personnel shall have training or sufficient relevant experience to maintain the equipment at each site that is covered under the terms of this

Agreement. In addition, the CONTRACTOR shall maintain sufficient other "on-call staff" to provide emergency coverage at the Riverside COUNTY Facilities.

c. Subcontractors - If the CONTRACTOR plans to subcontract any work outlined in the Agreement then the name and all other information about the subcontractor needs to be provided along with an acceptance of the terms and conditions of the COUNTY.

3.7 Hours of Operations - The Riverside COUNTY Detention Facilities operate continuously, 24 hours per day, 365 days per year. For administrative purposes, regular business hours at all facilities is considered 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays normally granted to COUNTY employees

3.8 Covered Systems - The systems to be maintained and repaired may be located inside or outside each facility and include but are not limited to:

- Video and audio surveillance (e.g., cameras, CCTV, intercoms, monitors, DVR systems, UPS, etc.)
- Communication systems (e.g., inmate visiting phones, intercoms, alarms, speakers, amplifier, paging systems, computer hardware and software etc.)
- Fire alarm systems (e.g., (fire alarms, smoke and heat detectors) alarm panels and controls. HALON systems not included.
- Access (e.g., card access controls, activation control boards, perimeter security systems, control panels, locking controls, electronic door locks and gate locks, door actuators, roll up doors controls, components and wiring, door sliders, gate operators, elevator controls, vehicle detector systems, card access control/ card reader controlled electric door locks, and other such systems of jail security.)
- All other mechanical and electromechanical devices relating to door or gate operation

The following items are excluded from maintenance and repair under this Agreement:

- Doors and gates framework
- Door frames and jambs
- Hinges
- Glass in doors
- Electric motors for roll up doors

Exclusions

The electric motors for the roll up doors and gate operators are excluded from maintenance and repair under this Agreement. The electromechanical devices related to the roll up doors and gate operations are the only items that are included.

4.0 Metal Detectors

All walk through metal detectors at all of the correctional facilities are included in this Agreement. They are as follows:

<u>Robert Presley Detention Center (RPDC):</u>	
Metorex Security Products METOR 200hs	Qty: 3
<u>Southwest Detention Center (SWDC):</u>	
Garret MT5500 Magnascanner	Qty: 1
Metorex Security Products METOR 200hs	Qty: 3
<u>Smith Correctional Facility (SCF):</u>	
Metorex Security Products METOR 200hs	Qty: 3
<u>Indio Jail:</u>	
Metorex Security Products METOR 200hs	Qty: 2

Blythe Jail:

Metorex Security Products METOR 200hs Qty: 1

5.0 Pneumatic Locking Systems

The pneumatic locking systems, which are defined in Section 1.0, Letter N, shall include all associated parts, which includes the air compressors, air lines, and interface cabinets.

6.0 Parts Replacement

The COUNTY recently upgrade the Javelin switcher and add two additional vandal proof dome cameras at the Indio Jail. In Attachment 2D, page 54, eliminate the items listed in line 16, 21, 22, 23, 24, 25 and 26. They will be replaced with the below listed items:

Bosch LTC-8801	CPU RACK	Qty: 1
Bosch LTC-8821	Input card	Qty: 3
Bosch LTC-8834	Output card	Qty: 8
Bosch LTC-8808	Loop output	Qty: 3
Bosch LTC-8540	Alarm unit	Qty: 1
Bosch KBD-Universal	Keyboard	Qty: 3
• Bosch LTC-8558	keyboard extension	Qty: 2

7.0 Initial Condition of Systems - All systems covered under this Agreement are required for day-to-day operation of the Riverside COUNTY Facilities. The CONTRACTOR will be required to accept the systems "As is" upon the acceptance of the Agreement.

The COUNTY makes no representations on current condition of the security systems, nor does the COUNTY assume any responsibility for any understandings or representations made by any of its representatives or employees prior to the execution of the Agreement regarding the working condition of the electronic security systems or other such systems unless such understandings or representations are explicitly included in the Agreement.

7.1 Security Requirements - All persons entering the Riverside COUNTY Facilities, whether CONTRACTOR'S employees or subcontracting personnel, shall meet the Sheriff's Department security clearance requirements. The CONTRACTOR'S employees and subcontracting personnel will be issued identification cards which shall be properly displayed at all times. Weapons, drugs, alcohol, cell phones and other contraband are not permitted on jail grounds and all persons entering therein are subject to search.

CONTRACTOR authorizes the Sheriff to perform criminal and general background checks on all personnel submitted. The CONTRACTOR shall submit all additional information that may be requested in connection with the background checks. The security clearance will be completed by Sheriff's staff at no charge to the CONTRACTOR. It is the CONTRACTOR responsibility to make their employees available to the Department for this security clearance investigation. CONTRACTOR employees will not be allowed inside a detention or court facility until the security clearance is completed.

The CONTRACTOR must notify the Department Contract Manager, within 72 hours, of employment termination of any CONTRACTOR or subcontractor's employees who have previously been granted a Sheriff's Department security clearance related to the Agreement.

During the time that the CONTRACTOR'S employees are at the Riverside COUNTY Facilities, they shall be subject to facility rules, regulations and procedures including searches and confiscation of items of contraband. The CONTRACTOR shall take immediate corrective action upon receipt of written or verbal

notice that: (1) any employee has violated rules or regulations, (2) an employee's action while on COUNTY premises indicate that such employee may adversely affect facility security or the safety of personnel or inmates.

CONTRACTOR's employees, for their safety and the safety of staff and inmates, will be required to wear a uniform for easy identification when in any COUNTY facility. The nature or type of uniform will be the responsibility of the CONTRACTOR. The Department Contract Manager will meet with the CONTRACTOR to approve the nature of the uniform. Cost of providing the uniform is the responsibility of the CONTRACTOR.

The CONTRACTOR must notify the Department Contract Manager immediately upon becoming aware of any CONTRACTOR's or subcontractor's employees having a relative in any California COUNTY jail or prison facility, and/or of arrest on any misdemeanor or felony charge.

CONTRACTOR's or subcontractor's employees shall not fraternize with inmates or otherwise engage in activities with inmates that could endanger anyone's life, liberty, property, or disrupt detention or court operations.

CONTRACTOR's or subcontractor's employees shall not pass or deliver any item or information to inmates or from one inmate to another inmate, nor accept or provide any gift from an inmate.

All CONTRACTOR's and subcontractor's employees, supplies, equipment utilized by the CONTRACTOR or subcontractor inside any Sheriff's Department detention or court facilities, shall be subject to search and/or inspection by the Sheriff's Department without notice and at any time while inside any Sheriff's Department detention or court facility.

At no time shall devices like cellular telephones, wireless communication device, film cameras, digital cameras, and/or any type of device that records audio, video or any other type of media be allowed inside a detention facility by the CONTRACTOR's or subcontractor's employees.

The Sheriff's Department reserves the right to terminate facility access to any CONTRACTOR or subcontractor's employee for any reason.

All tools and equipment brought onto the premises of Riverside COUNTY Facilities by the CONTRACTOR shall be clearly and permanently marked, by engraving or other indelible means, with the name of the CONTRACTOR and/or its employees. All tools, equipment, parts, and other paraphernalia used by the CONTRACTOR at the Riverside COUNTY Facilities shall, at all times, remain in the direct physical possession and control of the CONTRACTOR's employee and are subject to search at any time. Failure to adhere to these requirements, such as leaving a tool in an inmate accessible area, will be considered a breach of security, and will result in actions as deemed necessary by the Sheriff's Department.

If the CONTRACTOR uses a subcontractor, the name and all other applicable information about the subcontractor needs to be provided to the Facility Manager. The subcontractor's personnel must meet the same security criteria as the CONTRACTOR's employees.

By execution of the Agreement, the CONTRACTOR acknowledges that its liabilities under the Agreement are in addition to and separate from any liabilities resulting from actions under civil and/or criminal law.

7.2 Arrival/Departure at Facilities - CONTRACTOR or subcontractor's employees must check-in with the Facility Manager, or his or her designee, upon arrival at the facility prior to beginning any service or work at the facility. CONTRACTOR or subcontractor's employees must check-out with the Facility Manager, or his or her designee, prior to leaving the facility to discuss the work performed and/or pending

7.3 Cleanup - Upon completion of the work, the CONTRACTOR shall remove all tools, equipment, trash and debris from the premises and leave the premises clean to the satisfaction of the Facility Manager. The CONTRACTOR will not use the COUNTY's dumpsters or trash compactors unless approved by the Facility Manager. In the event the use is not approved, The CONTRACTOR shall lawfully dispose of all trash and debris to an appropriate dumpsite. The CONTRACTOR is required to neatly bundle and secure cables and wires.

7.4 Quality Control - The CONTRACTOR shall prepare a complete written Quality Control Program to assure that all the requirements of the Agreement are met.

The Quality Control Program shall include, at a minimum, the following:

- An inspection system covering all the services listed in the Service Requirements Section (7.9) and Preventive Maintenance Section (7.10). It shall specify each activity to be inspected, frequency of inspection, methods of administration and documentation, and allocation of personnel for quality control.
- The methods for identifying and correcting deficiencies in the quality of service to prevent the level of performance from being unacceptable.
- The CONTRACTOR's Quality Control Program shall become part of the Agreement upon approval by the Department.

The CONTRACTOR shall maintain a file of all inspections conducted by the CONTRACTOR and, when applicable, the corrective action taken. This documentation shall be available to the COUNTY upon request during the term of the Agreement, and shall be turned over to the COUNTY upon termination of the Agreement. This collected data shall become part of a general database used by the CONTRACTOR as a basis for establishing and modifying maintenance procedures.

7.5 Quality Assurance - The COUNTY shall monitor the CONTRACTOR's performance for quality assurance. The COUNTY shall document quality assurance observations. Deviation from performance standards may result in Unsatisfactory Performance Deductions being applied against the COUNTY's payment to the CONTRACTOR.

- If the COUNTY notes discrepancies from performance standards, a Contract Discrepancy Report (CDR) shall be issued to the CONTRACTOR.
- Upon receipt of a CDR, the CONTRACTOR shall respond in writing to the Facility Manager within 5 business days acknowledging the reported discrepancy(s) or presenting contrary evidence, and shall identify an action plan, including a timeline, for immediate correction by CONTRACTOR of all identified discrepancies.

7.6 Warranties - The CONTRACTOR shall be approved by the equipment provider to perform work on the installed systems without voiding existing warranties. The CONTRACTOR is responsible for maintaining all manufacturers' warranties for all equipment and components of all security and electronics systems by ensuring that repair work on equipment under warranty is performed by the manufacturer or

manufacturer's authorized repair representative. In the event the CONTRACTOR is not an authorized repair representative, the CONTRACTOR is responsible for subcontracting the required work to a manufacturer's authorized repair representative. The cost associated with subcontracting the required work shall be included in this Agreement with no additional cost to the COUNTY. CONTRACTOR will be held responsible for full restitution where their actions invalidate or compromise a warranty.

7.7 Additions/Upgrades - The COUNTY reserves the rights to add, update, modify and improve any system(s) using the CONTRACTOR of its choice. Anytime additions, modifications, improvements of system(s) are updated the CONTRACTOR will be notified in writing. It is the CONTRACTOR's responsibility to evaluate the work within 30 calendar days and notify the COUNTY in writing if there is any problem with the installation or equipment installed. The COUNTY will hold the CONTRACTOR who installed or provided the equipment to provide a one (1) year guarantee/warranty for equipment and installation. At the end of this one (1) year period the maintenance CONTRACTOR will assume responsibility for its maintenance and repair.

The CONTRACTOR may be asked to provide itemized, firm quotes for the cost of additional components on an "as-needed" basis. The CONTRACTOR shall provide a % discount off current list price for all parts. The CONTRACTOR shall provide proof of "current" list price upon request by the COUNTY. All new equipment and replacement parts must be delivered and installed with the standard manufacturer's warranty for labor and materials. As COUNTY funding permits, the CONTRACTOR may be required to implement upgrades at various facilities. As upgrades are authorized, the CONTRACTOR shall submit technical and cost proposals for the specified work. All cost proposals must include itemized costs for labor and material and a detailed description of the scope of work to be performed. The COUNTY will coordinate the CONTRACTOR's participation if work by other CONTRACTORS impacts the systems covered by this Agreement. The Agreement will be amended if upgrades or installation of new equipment impacts Agreement scope. All enhancements, equipment replacement, and upgrades must comply with current Federal, State and local codes.

Within 60 calendar days of completion of the Larry D. Smith Correctional Facility expansion, the CONTRACTOR will be required to provide the COUNTY a detailed cost quote for providing maintenance services to the new integrated security and electronics systems associated with the completed expansion.

In addition to the Larry D. Smith Facility expansion, the COUNTY is upgrading the fire alarm systems at the Robert Presley Detention Center. Within 60 calendar days of completion, the CONTRACTOR will also be required to provide the COUNTY an itemized quote including description and cost for providing maintenance services to the new fire alarm system.

7.8 CONTRACTOR-Furnished Items - The CONTRACTOR shall furnish all necessary labor, supplies, repair parts, materials, tools, equipment and transportation required for the safe and proper provision of required services. The CONTRACTOR shall provide all Workers' Compensation insurance and general liability and indemnity insurance as require by Riverside COUNTY.

All materials, replacement parts, tools and equipment used by the CONTRACTOR shall be UL-listed or similarly rated by a certified laboratory, where such listing is available and applicable. In addition, all materials and replacement parts shall meet and/or exceed the quality of the replaced component.

The CONTRACTOR shall maintain spare parts in a location suitable to meet the contractual requirements of turn around time for repairs.

The CONTRACTOR shall provide all test equipment required to maintain the equipment at the Riverside COUNTY Facilities. No diagnostic documents, software, repair equipment or supplies will be provided by the COUNTY.

All software, passwords, logins, source codes, schematics, drawings, documentation, manuals, diagnostic routines and other aids necessary to operate any electronic security systems and perform maintenance under this Agreement, shall be furnished by the CONTRACTOR. Said software, passwords, logins, source codes, schematics, drawings, documentation, manuals, diagnostic and maintenance logs shall remain at each respective site, and become the property of the COUNTY upon termination of the Agreement. Should it become necessary to obtain any systems software to support any security, fire alarm, closed circuit television and other systems used with the security electronic systems of COUNTY facilities, the CONTRACTOR shall obtain such software at their cost. The CONTRACTOR shall insure that the COUNTY, as well as the CONTRACTOR, is listed as the owners/licensees of the software. The CONTRACTOR shall use the latest version of any software application used with the security electronic systems.

The COUNTY, as a party to the Agreement, shall not be required to aid in the acquisition of software or documentation necessary to perform under the Agreement for the term of the Contract.

7.9 Service Requirements

- a. Creation of Trouble Reports - The CONTRACTOR is required to create and implement a three-part Trouble Report form to be used by the COUNTY and the CONTRACTOR. The CONTRACTOR is required to furnish the Trouble Report forms to the COUNTY throughout the Agreement period at no cost to the COUNTY. As problems occur, the three-part trouble report will be completed by a COUNTY employee documenting the nature of the problem. One part of the report form will be retained by the COUNTY. One part returned to the COUNTY when repairs are complete prior to leaving the facility, and the third part retained by the CONTRACTOR.

The CONTRACTOR may create or utilize a software program or computer file that will accomplish the same intended results of a paper Trouble Report form. All costs associated with creating, implementing and furnishing the Trouble Report forms, or any software or computer files, shall be at the cost of the CONTRACTOR. The Trouble Report form design, and/or any software program or computer file used in its place, must be approved by the COUNTY and will remain the property of the COUNTY at the termination of the Agreement.

If the CONTRACTOR detects problems during other maintenance activities, the CONTRACTOR shall generate a Trouble Report and submit it to the Facility Manager, or designee. These reports will be handled as a normal trouble report.

- b. CONTRACTOR Response to Trouble Reports - The CONTRACTOR shall respond to all trouble reports and perform required maintenance in accordance with the procedures specified by this Agreement. In addition, the CONTRACTOR shall respond to any requests for related technical assistance as may be required by the COUNTY.
- c. Priority of Work - All maintenance work shall be scheduled and performed in accordance with two levels of priority: Critical and Routine.

- * Critical problems are those that obstruct or seriously impair security, safety, or facility operations, such as failure of a system control panel. Critical problems shall be repaired in the least possible time, and will require the greatest possible effort from the

CONTRACTOR. Repair of critical problems will always take precedence over other repairs and preventive maintenance. Refer to Attachment #1.

* Routine problems are any problems covered under the Agreement that are not identified as critical problems.

d. Response Time - The CONTRACTOR's response to Trouble Reports shall be scheduled and performed in accordance with two levels of priority: Critical and Routine.

* Critical Problem Response The CONTRACTOR shall respond to and commence working on critical problems within **four (4) hours** of the report of the problem to the CONTRACTOR. Refer to Attachment #1 for General Description of a Critical Problem or Incident. The CONTRACTOR shall complete repairs of critical problems within eight hours of the report of the problem to the CONTRACTOR. The CONTRACTOR shall provide such response on a 24-hour per day, 365 days per year basis for the duration of the Agreement. Exceptions will be granted for catastrophic conditions beyond the CONTRACTOR's control, such as force majeure, wars, acts of God including but not limited flooding, earthquakes and tornados. The CONTRACTOR shall make every effort to respond as soon as possible during such conditions.

* Routine Problem Response The CONTRACTOR shall respond to and commence working on routine problems within one business day of the report of the problem to the CONTRACTOR. Routine problems shall be repaired by the end of the third business day following the report of the problem to the CONTRACTOR.

7.10 Preventive Maintenance –

- a. The CONTRACTOR shall provide a comprehensive Preventive Maintenance Program (PMP) that encompasses all system equipment in all sites covered under the terms of the Agreement. The comprehensive PMP document shall provide a written schedule of equipment upgrades equipment changes and systems modifications necessary to keep and ensure the continual, proper operation of all security and electronic systems as designed. The PMP also needs to include specific recommendations for system modernization, with the specific timelines for the modifications. These system modification costs will be included in the Agreement price. The PMP shall ensure that at least twice yearly all systems components have been inspected, cleaned, tested, and certified by the CONTRACTOR as being fully operational and within the equipment manufacturer's specifications and are operating as designed. Some areas and equipment may require additional inspection, cleaning and other maintenance procedures because of environmental conditions. (E.g., CCTV cameras in outdoor locations).
- b. The CONTRACTOR shall adhere to the schedule of the preventive maintenance to be performed, by type of equipment at each site, detailing specifically the maintenance and testing procedures that will be performed and the frequency with which the task will be performed. The frequency of the preventive maintenance tasks shall be dictated by the equipment manufacturer's recommendations.
- c. The CONTRACTOR shall provide on-site technician(s), appropriately trained to recommended manufacturer's maintenance procedures, and provide any special tools or equipment required for the proper maintenance and testing of the equipment to be serviced.
- d. All defects found during preventive maintenance should be corrected the day the defect is discovered, however, no later than 3 business days. If the defect cannot be fixed on the day of discovery, the CONTRACTOR's employee shall prepare a written trouble report and give it to the Facility Manager.

- e. As preventive maintenance is performed, the CONTRACTOR shall provide documentation of the work to the Facility Manager the day the work is performed.
- f. It will be appropriate to perform related tasks concurrently, although it is not necessary to perform all tasks of a given cycle at the same time. Within 90 calendar days of being awarded the maintenance Agreement, and within 30 calendar days of July 1st of each subsequent year of the Agreement, the CONTRACTOR shall develop a master preventative maintenance schedule so that maintenance tasks are performed at appropriate cycles, and that work is appropriately spread out over the year. A copy of this master preventative maintenance schedule shall be given to the Department Contract Manager and Facility Managers.
- g. For any covered system or equipment requiring a local uninterrupted power source (UPS), the CONTRACTOR is responsible for inspection, maintenance and battery replacement of the UPS.
- h. The CONTRACTOR is responsible for inspection and for replacement of back-up power batteries for all covered fire alarm systems and panels.
- i. All required DIACS system administration maintenance at the Southwest Detention Center, including necessary system back-up, is the CONTRACTOR's responsibility. For example, the DIACS used at the Southwest Detention requires specific monthly "fail over" system maintenance of each pod control computers (primary and back-up computers). In addition, on a quarterly basis, the network server and its back-up system shall also be tested to ensure the fail over operation is working properly.

7.11 Additional Services Authorized by the COUNTY - The CONTRACTOR shall also submit rates for additional services. The submitted rates shall include, at a minimum, separate rates for the category of Technician and Software Engineer. No work to be considered additional services shall be undertaken by the CONTRACTOR without specific written authorization from the Facility Manager. The rates shall be binding for the duration of the Agreement.

7.12 Equipment Inventory-

- a. As previously mentioned in Section 7.8 of this Agreement, the CONTRACTOR shall furnish all necessary labor, supplies, repair parts, materials, tools, equipment and transportation required for the safe and proper provision of the required services in this Agreement. The CONTRACTOR shall maintain repair parts in a location suitable to meet the contractual requirements of turn around time for repairs. In the event any supplies, repair parts, materials, tools and/or equipment need to be ordered to meet the contractual Agreement, the cost associated with the shipment of the said items will be at the cost of the CONTRACTOR.
- b. In addition, the CONTRACTOR shall maintain accurate and individual facility equipment inventory lists and must provide such lists to each respective facility manager as part of the bimonthly management report. The bimonthly management report is to be provided to each facility manager during the Performance Evaluation Meetings (Refer to Section 7.15). The COUNTY reserves the right to inspect and inventory the CONTRACTOR's inventory annually.

7.13 Record Keeping and Ownership of Records -

- a. The CONTRACTOR shall maintain records that provide complete and detailed information of all maintenance procedures, including preventive maintenance, corrective maintenance, Trouble Report execution, and quality control.

b. The information shall include thorough technical details of all repairs, replacements, upgrades, substitutions, and modifications. It shall also include hours expended and parts replaced, listed separately for each task, and parts added to, taken from, and repairs made to items of the spare parts inventory. The records shall be the property of the COUNTY. At least one complete copy of all records, submitted by the CONTRACTOR, shall be stored by the CONTRACTOR at the respective Riverside COUNTY Facilities. The copy shall be made available to the COUNTY upon request at any time during the Agreement, and shall be turned over to the COUNTY at the termination of the Agreement.

c. The information shall be provided in the form of completed Work Orders/Trouble Reports. The CONTRACTOR shall assist with interpretation of information it has submitted.

d. As part of the record keeping, the CONTRACTOR shall maintain accuracy and completeness of all documents of record, including the drawings of record ("as-builts"), and the Operations & Maintenance Manuals ("O&Ms"). The records shall be the property of the COUNTY. At least one complete copy of all records submitted by the CONTRACTOR shall be stored by the CONTRACTOR at the respective Riverside COUNTY Facilities. The copy shall be made available to the COUNTY upon request at any time during the Agreement, and shall be relinquished to the COUNTY at the termination of the Agreement.

7.14 Quality Assurance Plan –

- a. The COUNTY will evaluate the CONTRACTOR's performance under the Agreement using procedures specified herein, or other such procedures as may be necessary to ascertain Agreement compliance. The objective of the Quality Assurance Evaluator (QAE) is to ensure Agreement compliance. Compliance with the Agreement will be rated bimonthly, and inspections will be conducted by the QAE on both a scheduled and unscheduled basis at the discretion of the QAE.
- b. Performance Requirements - CONTRACTOR shall be responsible for the compliance of all required services detailed in the Agreement at the interval indicated. The Performance Requirements Summary (PRS) lists the required services which will be monitored by the COUNTY during the Agreement term; methods by which the COUNTY will monitor and evaluate CONTRACTOR performance; and payment adjustments which will be used, if the quality levels of performance are not met.
- c. Monitoring Methods – Every other month, or more frequently as determined by the Department, CONTRACTOR's performance shall be compared to the Agreement specifications, exhibits, and attachments.
 - I. The Quality Assurance Evaluator will:
 - Make regular facility inspections. Verify completion of preventive and unscheduled maintenance forms.
 - Prepare reports that identify any major/minor deficiencies, strengths, and weaknesses of CONTRACTOR's operation.
- d. The COUNTY and/or the Department may use a variety of inspection methods to evaluate CONTRACTOR performance. Monitoring methods that may be used are:
 - * Inspection of services on a periodic basis.
 - * Review of inspection logs, reports, or other records.

- * Surveys of jail personnel.
- * Yearly Quality Assurance Evaluation

7.15 Performance Evaluation Meetings - The Department's Contract Manager, Facility Managers and the CONTRACTOR shall meet on a weekly basis during the first month of the Agreement, and afterwards, the Facility Manager and CONTRACTOR shall meet bimonthly thereafter to discuss CONTRACTOR performance. The CONTRACTOR may have a designee attend the meetings, but the designee must be approved by the COUNTY. A performance evaluation meeting will also occur whenever a Contract Discrepancy Report is issued. A written record of the meetings shall be prepared by the COUNTY and a copy given to the CONTRACTOR.

The CONTRACTOR shall provide each Facility Manager a bimonthly management report pertaining to their respective facilities. The bimonthly status report shall include, but not be limited to the following items:

1. Preventative maintenance performed for the current reporting period and explanation of any variances.
2. Corrective maintenance reported and completed for the current reporting period and explanation of any variances
 - o This needs to include all completed and pending Trouble Reports and must detail how they were resolved or how the CONTRACTOR intends to resolve them.
3. Preventative maintenance scheduled for the next reporting period
4. List of equipment needing further inspection, service or replacement. Include reason for further inspection, service or replacement and describe replacement equipment (make and model) and estimate unit cost.
5. Problems occurring
6. Problems resolved
7. Status of on- going projects and issues
8. Staffing issues
9. Updated equipment inventory lists, if any changes were made since the last meeting.

The CONTRACTOR must provide the Department Contract Manager an annual report that is a summary of the aggregated bimonthly management reports. The CONTRACTOR must meet with the Department Contract Manager when the report is presented to resolve any issues or service concerns from the previous year. This annual report must be provided no later than January 31st each year until the termination of the Agreement.

7.16 Administrative Functions - The CONTRACTOR shall perform the following administrative requirements as part of its maintenance work under the Agreement:

- * Prepare and submit all required reports, logs, trouble reports, work orders, invoices and other such records, etc.
- * Maintain required files, logs, Trouble Reports, work orders, records, reports, billing invoices and billing reports, etc.
- * Promptly respond to service requests.
- * Attend required meetings.

- * Employ competent staff and supervisors.

These administrative responsibilities will be monitored by the QAE who will evaluate and report on the timeliness, accuracy, and overall professional quality of the CONTRACTOR's performance of these functions.

A Contract Discrepancy Report will be issued by the QAE or designee identifying deficiencies, and requiring the CONTRACTOR to take corrective action, if CONTRACTOR's performance is not consistent with Agreement requirements or in any way adversely affecting the operations of the facilities. The CONTRACTOR shall be required to respond to the Contract Discrepancy Report within 5 business days with an explanation to the QAE on how and when the problem(s) will be corrected, and how recurrence of the problem(s) will be prevented in the future.

7.17 Deduction Criteria - The CONTRACTOR is responsible for performance of all Agreement requirements. Deviation exceeding the allowable limits stated in the Performance Requirements Summary shall be considered as non-compliance. Adjustments assessed for non-compliance shall be automatically applied as stated in the Performance Requirements Summary (PRS). The Facility Manager may waive any deduction penalty if, in his/her sole opinion, extenuating circumstances warrant doing so.

Failure by the CONTRACTOR to meet the preventative maintenance requirements of the Agreement will result in monetary deductions applied against the COUNTY's monthly payment to the CONTRACTOR. For each documented deviation exceeding the allowable limits, the following deductions apply:

- Failure of the CONTRACTOR to create and provide the COUNTY a comprehensive master preventative maintenance schedule within 90 calendar days from the start of the Agreement period, and within 30 calendar days of July 1st of each subsequent year of the Agreement will result in an initial \$1000.00 monetary deduction and \$500.00 each month thereafter until corrected. **Note-** This penalty is applied cumulative for each facility.
- Documented instance of the CONTRACTOR's failure to perform preventative maintenance on all system components at six month intervals or as recommended by the manufacturer, whichever is less will result in an initial 10% monetary deduction of respective facility payment and 10% of monthly payment thereafter until corrected. **Note-** This penalty is applied cumulative for each facility where documented instances exist.

While the COUNTY expects the CONTRACTOR to fully comply with the requirements of this Agreement, failure to do so will result in non-performance penalties. If in the opinion of the COUNTY there are excessive failures to perform, the COUNTY may exercise its right to terminate this Agreement for non-performance. By execution of the Agreement, the CONTRACTOR agrees that Deduction Criteria are in addition to any penalties, fines, or awards resulting from civil or criminal action against the CONTRACTOR or its employees.

7.18 Performance Requirements Summary

	Required Service	Standard Performance Indicator	Methods of Monitoring	Allowable Deviation	Deduction From Contract Price
1	Competent staff maintained by CONTRACTOR	CONTRACTOR staff is capable of performing work requirements; Read, write, speak and understand English and maintain background eligibility requirements for entry in custody facility	-Inspection of CONTRACTOR's employment records -Verbal and written interaction with CONTRACTOR Employees -Criminal history checks	100% compliance required	CONTRACTOR shall replace incompetent or ineligible personnel
2	CONTRACTOR employees must comply with facility regulations	Absence of staff complaints regarding security of safety infractions	Review of memos/complaints	100% compliance required	\$1,000.00 per incident which causes a breach of security and CONTRACTOR to replace employee if major or repeated offenses occur
3	CONTRACTOR must comply with Security Requirements listed under Section 7.1 of the Agreement at all times	Absence of documented evidence of non-compliance	Review of memos/complaints/security checks	100% compliance required	\$5,000.00 per incident and CONTRACTOR to replace employee
4	Preventative maintenance to be done regularly and on schedule	Preventative maintenance program is in accordance with Section 7.10 of the Agreement	-Inspection -Review of CONTRACTOR -Review of Records	100% compliance required	Refer to Section 7.10
5	Critical problems to be repaired as required by Agreement	Critical problems must be repaired within eight hours of report to the CONTRACTOR in accordance with Section 7.9 of the Agreement	Review of trouble reports	100% compliance required, COUNTY may waive if extenuating circumstances exist	\$1,000.00 per day, per item. COUNTY may waive if extenuating circumstances exist
6	Routine problems to be repaired as required by Agreement	Routine problems must be repaired within three business days of report to the CONTRACTOR in accordance with Section 7.9 of the Agreement	Review of trouble reports	100% compliance required	\$500.00 per day, per item. COUNTY may waive if extenuating circumstances exist
7	Performance Evaluation Meetings, Bimonthly Management Reports, and Accurate Equipment Inventory List	CONTRACTOR/designee must attend all required meetings and ensure all required documents/reports are complete, accurate and submitted to the Facility Manager and the Department CONTRACTOR Manager, as required and outlined throughout Section 7.0 of the Agreement	-Review of submitted records, documents, and reports -Review of inventory lists/inspections of inventory. -Review of meeting minutes.	100% compliance required	\$1,000.00 per month, per facility. COUNTY may waive if extenuating circumstances exist.

8.0 WORK PRODUCT

8.1 All work papers prepared in connection with the contractual services will remain the property of the successful bidder; however, all reports rendered to the COUNTY are the exclusive property of the COUNTY and subject to its use and control.

ATTACHMENT 1

GENERAL DESCRIPTION OF A CRITICAL PROBLEM OR INCIDENT

1.0 **PURPOSE:** This description is to provide familiarization of a critical problem or incident within the custody environment to CONTRACTOR. The mission of a jail or custody facility is to provide a secure and compartmentalized environment for persons who have been detained and/or ordered by a competent authority to be housed in a jail or detection facility. By its very nature a jail is an inhospitable location. A custody facility requires full time security for both inmates and staff. Such facilities must be operated in such a manner that facility safety and integrity is maintained at all times. Therefore, certain operations of a jail or detection facility are considered critical and if there is an intrusion to the normal operation that event must be corrected immediately. An event that effects the orderly operation is considered a critical problem or event.

2.0 **CRITICAL PROBLEM / EVENT:** A critical problem is an event that can compromise the immediate security and safety of a detention facility. Critical problems are those that obstruct or seriously impair security, safety or facility operations. For example, failure of control of sally port doors or gates. Critical problems shall be repaired immediately and will require the greatest possible efforts from the CONTRACTOR. Critical problems will always require immediate response by the CONTRACTOR, including occurrences during non-regular hours. The Agreement shall maintain a staff for twenty-four hour call to response to critical problems and/or events 365 days a year.

3.0 In the event of a Critical Problem/ Event, the Security Electronics Maintenance CONTRACTOR will be notified in a first response capacity to determine the nature of the system(s) failure. The CONTRACTOR's evaluation of the problem will determine whether the repairs are within the CONTRACTOR's scope of responsibility, or part of Facilities Management maintenance staff responsibility. After hours response will initially go to the CONTRACTOR. Calls during regular business hours may be coordinated between the CONTRACTOR and Facilities Management.

4.0 Examples of critical problems include but are not limited to:

- a. Camera failure in critical areas. Such as entry or exit doors, intake areas of the facility.
- b. Central Control panel failure.
- c. Fire Emergency / Alarm system activation and staff unable to abort.
- d. Electronic failure of a system in a critical area of the facility.
- e. Elevator failure in critical area of the facility.
- f. Elevator stuck between floors.
- g. A jail emergency in which the need of electronic expertise is necessary as determined by the on-site facility manager. Such as an earthquake, fire or other such non-routine event.

**ATTACHMENT # 2
EQUIPMENT INVENTORY LISTS**

Robert Presley Detention Center Equipment List

ITEM	MFG	MODEL#	Loc. 0,1	Loc. 2	Loc. 3	Loc. 4	Loc. 5	Loc. 6,7,8	TOTAL
Allen Bradley PLC 5/03:									
1 10 slot back plane	AB	1746-A10	5	2	4	4	4	4	23
2 PLC power supply	AB	1746-P3	5	2	4	4	4	4	23
3 PLC CPU	AB	1747-L532	1	1	1	1	1	1	6
4 Scanner	AB	1746-	1						5
5 Adapter	AB	1746-	2						6
6 IV32 input module	AB	1746-IV32	18	6	16	16	16	16	88
7 OB32 output module	AB	1746-OB32	15	8	12	12	12	13	72
8 OW16 Relay module	AB	1746-OW16	6	2	3	3	3	4	21
9 16X 10A relay blocks	SAM		5	9	11	11	11	12	59
10 Omron 14A 24V power supply	OMRON	S82J	2	2	2	2	2	2	12
11									
Control Panel:									
12									
13 AML switch									
14 LED			204	95	237	237	239	241	1253
15			545	284	632	632	634	649	3376
16									
Philips 8600:									
17 16 Camera input			6						6
18 4 Monitor outputs			8						8
19 Alarm input			2						2
20 RS232 coupler			1						1
21 RS232 XMTR			1						1
22 RS232 XCVR			1						1
23 Keyboard			2						2
24									
25									
Javelin Camera System:									
26 JA-500 CPU	Javelin				1	1	1	1	4
27 Power module	Javelin	JO-4-SPS			1	1	1	1	4
28 Receiver	Javelin	JO-204-RR			1	1	1	1	4
29 alarm input module	Javelin	JO-106-AP			2	2	2	2	8
30 JA-1500 switcher 20x10	Javelin	JO-1500-VGF			1	1	1	1	4
31									

ITEM	MFG	MODEL#	Loc. 0,1	Loc. 2	Loc. 3	Loc. 4	Loc. 5	Loc. 6,7,8	TOTAL
32 1/3 CCD camera w/auto iris lens			85	11	19	19	19	31	184
33 9 inch color monitor RMC10		44=9" Burle	26	4	8	8	10	17	73
34 14 inch color monitor RMC14			19	1	1	1	6	3	31
35 21 inch color monitor			1						1
36 Pelco PTZ							2		2
37 QUAD splitter	Various		4	1			5	2	12
38 24HR VCR			2	1			5		8
39									
40 Rauland Intercom:									
41 Telecenter IV			1	1	1	1	1	1	6
42 LED matrix			12	4	8	8	8	8	48
43 25PT relay			5	3	5	5	5	6	29
44 Audio alert				44	84	84	84	84	380
45 Master phones			4	1	3	3	3	3	17
46 I/C stations			107	57	106	106	106	136	618
47 Ceiling speakers			70	17	5	5	5	26	128
48 Horn Speaker			1	3	6	6	6	6	28
49 IC28 / IC29			3	1	3	3	3	5	18
50 100W Audio Amp			3	2	2	2	2	2	13
51 Audio mixer			2						2
52 Microphone mixer			1						1
53 DAA C/O			5						5
54 DAA Local			5						9
55 12VDC Supply			3						15
56 FM Radio			1						1
57 Remote volume control									
58 Nurse call	Rauland	RS3000		5	2	2	2	3	14
59								1	1
60 Lighting Cabinet:									
61 12VDC power supply				1	2	2	2	2	9
62 IDEC RH1B relay				47	91	91	91	91	411
63									

ITEM	MFG	MODEL #	Loc. 0,1	Loc. 2	Loc. 3	Loc. 4	Loc. 5	Loc. 6,7,8	TOTAL
64 Fire Alarm: (Honeywell FS90)									
65 FS90 (consisting of:)									
66 CPU	HW		3	2	2	2	2	2	13
67 Network	HW	CF	3	2	2	2	2	2	13
68 Bell module	HW	LJ	3	2	2	2	2	2	13
69 Loop Module	HW	BF	3	2	2	2	2	2	13
70 Relay module	HW	AE	3	2	2	2	2	2	13
71 LED module	HW	DC	3	3	4	4	4	4	22
72 Power supply	HW	DB	30	17	20	20	20	20	127
73 Batteries	HW	P5		4	4	4	4	4	20
74 2 wire heat detector	HW	12V7AH	6	4	4	4	4	4	26
75 Photo detector	HW			5	5	5	5	5	27
76 Heat detector	HW		204	115	137	137	137	206	936
77 Pull Station	HW		26	6	5	5	5	9	56
78 FLOW switch	HW		13	6	3	3	3	8	36
79 TAMPER switch	HW		5	2	2	2	2	5	18
80 Heat loop	HW		15	2	2	2	2	5	28
81 Pump inputs	HW		14	2	2	2	2	3	25
82 Input modules (TOTAL)	HW		4						4
83 Bell / strobe / horn	HW		51	18	14	14	14	30	141
84 AHU / BELL indicating modules	HW		14	9	6	6	6	13	54
85 GATEWAY	HW	W7053	3	2	4	4	4	4	21
86			1						1
87 MISC:									
88 Loop Detector									
89 Visit Phones			4						4
90 Visit Phone power / head end				2	12	12	12	8	46
91 Relays RH1B,RH2B etc			1						1
92 UPS				4	12	12	12	14	54
93 Metal Detector	BEST	400VA			1	1	1	1	4
94			1						1
95 Card Access:									
96 Pentium PC									
97 Door control	Continental			1					1
98 Readers	Continental		2	1					3
			10	5				2	17

	ITEM	MFG	MODEL #	Loc. 0,1	Loc. 2	Loc. 3	Loc. 4	Loc. 5	Loc. 6,7,8	TOTAL
	DOORS:									
99										
100	115V Solenoid (typ. Fire door)	FA	56 EL	2					1	3
101	115V solenoid (typ. POD entry)	FA	122EMK	4	1	2	2	2		11
102	24VAC Solenoid lock (typ. Visit)	FA	126MMCL		7	8	8	8	9	40
103	115V motor lock (typ. CELL)	FA	122mmcl	8	5	91	91	91	87	373
104	24VDC lever (typ. RM118)	FA	125 series	3						3
105	Slider (typ. Intake or dayroom)	FA	D5B	18	7	10	10	10	12	67
106	Slider (typ 2A,6A CELL)	FA	2B		44				8	52
107	Monitor DPS only doors	FA	Various	2	6	12	12	12	12	56
108	ROLL UP (control only)			6						6
109										
110	DVR System									
111	MARCH Network 4210 DVR									
112	MARCH Network 4410 DVR			1						
113	UPS APC			1				1		

Notes: Floors 0 and 1 are both controlled from Central Control with equipment in room 118.
Floors 0 and 1 include visit lobby, business office, sergeant office, and intake.
Equipment room 635M (6th Floor) also serves the 7th and 8th floors.

ATTACHMENT # 2B
Southwest Detention Center Equipment List

	EQUIPMENT NAME	PART NUMBER	QUANTITY
1	VIDEO SYSTEM		
2	Philips 24 VAC Video Cameras	LTC 0450/21	121
3	Philips 9" Color Monitors	LTC2910/21	78
4	Philips 14" Color Monitors	LTC2814	19
5	Philips 20" Color Monitors	LTC2821/90	3
6	Burle Video Titler	TC8244	17
7	Vicon Video Switcher	V448ISCC-HD	2
8			
9	DVR SYSTEM		
10	MARCH DVR	4310	1
11	MARCH DVR	4410	1
12	Storage RAID	IFS-U320 SATA1.2 TB	2
13	Panasonic	WV-CW474AS	6
14	LCD Monitor	LG1710A	2
15	UPS	APC 1500	2
16			
17	FIRE ALARM SYSTEM		
18	Edwards Fire Alarm Control Panel	EST-3	15
19	Edwards Fire Alarm Annunciators	3-LCDANN	7
20	Edwards Fire Alarm Annunciators	EST-3	7
21	Edwards Smoke Detectors	SIGA PS	2126
22	Edwards Heat Detectors	SIGA HRS	67
23	Fire Alarm Pull Stations	SIGA 278	21
24	Edwards Duct Detectors	DH-500F	54
25	Edwards Duct Detector Test Switch		29
26	Waterflow Bells		7
27	OS&Y Valve Tamper Switches		2
28	Waterflow Switches		17
29	Tamper Switches		21
30			

	EQUIPMENT NAME	PART NUMBER	QUANTITY
31	COMPUTER/DIACS		
32	Dell Pentium Servers		2
33	Dell Pentium Computers		17
34	• 2 per pod X 6 pods		
35	• 4 in Central Control		
36	• 1 for BaDging		
37			
38	Sytron DIACS are located in following areas:		
39	• Main Server Room		2
40	• Property Room		1
41	• Pod LVE Rooms		18
42			
43	UPS UNITS		
44	Best Power UPS located in:		
45	• Server Room	FE7KVA	1
46	• Lobby	FE2.1KVA	1
47	• Badging Room	FE1.15KVA	1
48	• Intake	FE1.8KVA	1
49	• Medical	FE1.8KVA	1
50	• B Pod LVE Room	FE3.1KVA	1
51	• C Pod LVE Room	FE2.1KVA	1
52	• D Pod LVE Room	FE2.1KVA	1
53	• E Pod LVE Room	FE3.1KVA	1
54	• F Pod LVE Room	FE2.1KVA	1
55	• G Pod LVE Room	FE2.1KVA	1
56	• Commissary Storage Area	FE1.15KVA	1
57	• Spare	FE2.1KVA	1
58			
59	DOORS AND LOCKING DEVICES		
60	Airteq 9700 Pneumatic Locking Devices (Fire Exits)		15
61	Airteq 9600 Pneumatic Locking Devices (Cell swing doors)		90
62	Airteq 8215 Pneumatic Locking Devices (powered Cell door slider)		31
63	Airteq 8220 Pneumatic Locking Devices (Manual cell door sliders)		186
64	Airteq 8250 Pneumatic Locking Devices (Corridor/Sally port slider)		20
65	Airteq 6200 Door Position Indicator Switch (DPIS)		342 Approx.

	EQUIPMENT NAME	PART NUMBER	QUANTITY
66	RR Brink 55500-5526M Locking Device (Sally port slider)		18
67	RR Brink 55200-5522 (120 volt) (cell slider)		36
68	RR Brink 5026 (fire exit)		17
69	RR Brink 3520 (Cell swing door)		176
70	RR Brink Door Position Indicator Switch (DPIS)		247 Approx.
71	Builder's Hardware is Schlage, with motion sensors and or DPIS		10
72			
73	Misc. Equipment		
74	Communications Company, Inc IC Amplifiers	IC-29	
75	Atlas Sound Visitor Phone Handsets	CE-2A-AC	14
76	Norcon Attorney Phone Amplifiers	TTU-3	76
77	GE Electronic Lighting Controllers		13
78	GYR Access Control System		3
79	Card Readers	Axxess 202	1
80	Loop Detectors		49
81	9" Monitors		
82	CCTV Cameras		115
83	Intercom Amps (IC-29 & Bogen)		168
84	SoundSphere Overhead Speakers		26
85	20" Flat Panel Computer Monitors		36
86	Dell Computers w/W2K		9
87	Norcon TTU-3 Intercoms		19
88	Atlas/Sound CE-2A-AC Visiting Phones		7
89	Pelco CM9500 Video Switches		66
90	Burle Video Titlers		2
91	AirTeq Doors		30
92	RR Brink Doors		339
93	Saeno Swing Doors		304
94	Misc Slider Door (loading dock)		4
95	32" Color Monitors		2
96	IDC Assemblies		6
97	Card Reader Power Supplies		21
98	Gyr BLP Card Reader Input Cards		14
			16

ATTACHMENT # 2C
Larry D. Smith Correctional Facility Equipment List

	ITEM	MOD/FE	East Tower	HU 1/2	HU 3/4	HU 5/6/7	HU 8/9	HU 10/11	Admin	Kitchen	RSAT	Visit PI	Site-B	HU 12	HU 14	West Tower	Intake	TOTAL
1	SQUARE D PLC																	
2	8 slot backplane • East Tower replaced						1	1										2
3	PLC power supply • By GE SLC	8030					1	1										2
4	PLC CPU	400					1	1										2
5	64bit input module	RIM-731					3	3										6
6	64bit output module	ROM-871					3	3										6
7	8X 10A relay blocks						3	3										6
8	24VDC power supply		1				1	1										6
9	Entrelec Relay 8 module						3	2										3
10	CZ 25 Relay Modules						2	2										5
11	Lighting Relays						24	24										4
12																		48
13	GE PLC																	
14	10 slot backplane		2															
15	7 slot backplane													2	2			6
16	PLC power supply		2											2	2	1	1	2
17	PLC CPU		1											1	1	1	1	8
18	32pt input module		6											4	4	2	2	5
19	32pt output module		6											5	8	2	1	18
20	16 Relay module		2											2	2	2	1	22
21	16X 10A relay blocks		3											2	2			6
22	RH1B Relay																	3
23	Phoenix relay		42											55	75	9		139
																		42

ITEM	MODEL	East Tower	HU 1/2	HU 3/4	HU 5/6/7	HU 8/9	HU 10/11	Admin	Kitchen	RSAT	Visit Pl	Site-B	HU 12	HU 14	West Tower	Intake	TOTAL
24	12x audio relay blocks												3	4		1	8
25	AB 72W power supply												4	4	2	2	12
26	AB 480W power supply												1	2			3
27	Lighting Control												1	1			2
28																	
29																	
30	Control Panel																
31	AML switch (with LED) ● East Tower replaced				144	128					4		66	69	52		463
32	AML switch (without LED)	89								27	4		8	8			136
33	Telemechic									11							11
34	LED	86								30					16		132
35																	
36	Camera System																
37	1/3 CCD camera w/auto iris lens	9	4	4	6	24	18			16							
38	Extrem Camera ● IR Cameras									6	2						81
39	Phillips Camera																8
40	Dome Camera												4	7	4	4	19
41	14" color monitor RMC14	9	1	1	1	6	6									2	2
42	21" color monitor															4	28
43	9" Phillips monitor									4							4
44	Pelco PTZ ● Disabled	5											4	4	4		12
45	QUAD splitter (4 input)		1	1	2	6	6			4							5
46	Fiber 15 slot backplane	1															20
																	1

ITEM	MODEL	East Tower	HU 1/2	HU 3/4	HU 5/6/7	HU 8/9	HU 10/11	Admin	Kitchen	RSAT	Visit Pl	Site-B	HU 12	HU 14	West Tower	Intake	TOTAL
47	Fiber power	1															1
48	Fiber receiver	6															6
49	Fiber transmitter	6															6
50	Altronics 24VAC power												1	1		1	3
51																	
52	Camera Switchers /DVR																
53	Phillips 88000	1															
54	16 Camera input card	4												1			2
55	4 monitor output card		3											2			6
56	Alarm input	1												3			6
57	Keyboard	1												1			2
58	Long line kit												1	2	1		5
59	32 Point output unit	2											1	1	1		3
60														1			3
61	DVR:																
62	DIVAR Controller																
63	DIBOS																
64	Disks DVAS 1430													1			1
65	Network hub													3			3
66	PC with LCD E2500D													2			2
67	MARCH 4410 DVR 16 disks	1												1			1
68	Storecase 16 Drive RAID	1															1
69	Intercom:																
70	Audio Alert (Dukane)																
71	Microphones	2	2	2	3	12	8										20
72	I/C stations	22			4	34				1	1		1	1		1	18
										12			19	24		9	120

ITEM #	MODEL	East Tower	HC 1/2	HC 3/4	HC 5/6/7	HC 8/9	HC 10/11	Admin	Kitchen	RSAT	Visit PI	Site B	HC 12	HC 14	West Tower	Intake	TOTAL
73	Ceiling speakers		8	8	8	21	17			12	7	4	13	16	12	6	132
74	Horn speaker	1			8	8				4							21
75	IC28/IC29 Rauland/TOA	3			2	2				2	1		1	1			12
76	35W Audio Amp (bogan)		2	2	3					1							8
77	120W Audio Amp (TOA)												1	1			2
78	24VDC Supply				2												2
79	Intercom call only	10															2
80	Chime with amplifier	2			1	1				1							10
81																	5
82	Fire Alarm:																
83	Panel (Notifier SGL-1000)									2							
84	Panel (Fire-lite MP12/24)		1	1													4
85	Panel (Notifier)				2												1
86	Panel (Notifier)							1	1								3
87	Panel (Notifier)								1								3
88	Annunciator Panel												1	1	1	1	4
89	Bell module				1	1							1	1			2
90	Loop Module				1	1											5
91	Relay Module																5
92	LED Module				1	1											3
93	Batteries		2	2	2	2	2	2	2	4	4						3
94	2 wire heat / smoke detector	4	4	4													22
95	2 wire Photo detector	10	10	10						2			46	54		43	157
96	Pull Station	1	1	1				2	6	8			1	1			38
97	Flow switch									6	2						19
98	TAMPER switch																0
																	0

ITEM	MODEL	East Tower	HU 1/2	HU 3/4	HU 5/6/7	HU 8/9	HU 10/11	Admin	Kitchen	RSAT	Visit PI	Site B	HU 12	HU 14	West Tower	Intake	TOTA L
99	Bell/strobe/horn	6	6	6	9	9	2	3	4				3	4		4	45
100	Indicator panel (Notifier) • For HU 8-11	3															
101																	
102	Gates/Doors																
103	24VDC housing door				26	22				8	5						61
104	Housing swing doors																
105	Housing sliders (RR Brink)												11	11	1		23
106	Elec. swing gates (RR Brink Locks)												9	12		4	25
107	Elec. swing gate (builder hardware)																35
108																	7
109	Misc.																
110	Visiting phones																
111	Visit phone power / head end										128						128
112	Relays RH1B,RH2B etc										6						6
113	UPS (Fortress)																14
114	24V A 7A Power Supply																8
										1							1

SCF Electric Rolling Gates:

- 1 Each - Operator: Customline M35A, 208V, 115V 115V Control, Perimeter 1 East
- 1 Each - Operator: All-O-Matic 5L-150, 115V Perimeter 1 West
- 1 Each - Operator: HY Security 222CFST, 115V AC, 16.5 Amp, East vehicle Sally-port
- 1 Each - Operator: Link Controls XGSL-200-23-B2, 230V, East Sally-port
- 2 Each - Operator: HY Security 222CFST 208AC, Main Gate Sally-port
- 1 Each - Operator: Customline M35, 480V, West Sally-port
- 1 Each - Operator: Elite SL-3000-U/L-ITM, 120V, North Gate
- 1 Each - Operator: Customline M35, 480V, Maintenance Service Gate 1
- 1 Each - Operator: Customline M35A, 208V, Maintenance Service Gate 2

ATTACHMENT 2C-1

**LARRY D. SMITH CORRECTIONAL FACILITY (SCF)
BUILDINGS A-G EQUIPMENT INVENTORY**

	Building A Classrooms	Building B SITE-B Admin	Building C - SITE-B	Building D - SECP/WRP	Building E - SITE-B	Building F - Print Shop	Building G - Staff Locker Room
Notifier Fire Alarm Panel	1	1	1	1	1	1	1
Heat Detectors	30	24	16	27	17	19	25
Audible Strobe Device	8	6	8	7	2	3	11
Manual Pull Stations	6	2	3	5	4	3	7

ATTACHMENT 2D
Indio Jail Equipment List

ITEM	MFG	MODEL #	QUANTITY
1	OMRON		
2			
3			1
4			1
5			1
6			3
7			4
8			3
9			2
10			
11			
12			157
13			26
14			71
15			
16			
17	Javelin	500	1
18			58
19			13
20			10
21			2
22			1
23			1
24			3
25			2
26			12
27			2
28			1
29			11
30			8
31			
32			
33			1
			1

ITEM	MFG	MODEL #	QUANTITY
34			4
35			3
36			4
37			22
38			1
39			54
40			42
41			3
42			3
43			3
44			4
45			1
46			6
47			
48			
49			
50			
51			
52			
53		EST-3	1
54			2
55			1
56			2
57			22
58			140
59			13
60			13
61			5
62			9
63			2
64			4
65			25
			13

ITEM	MFG	MODEL #	QUANTITY
66 DOORS:			
67 115V swing door			2
68 Slider (Intake Door)			1
69 Sliding gate (control only)			2
70 24VDC housing door			7
71 Brinks Lock Door			8
72 Roll up gate (control only)			3
73			
74 MISC:			
75 Visit Phones			
76 Visit Phone power / head end	Dukane		38
77 Relays RH1B, RH2B etc			3
78 UPS			123
79 4COAX transmitter	Fiber options		1
80 16bit transmitter	Fiber options		1
81 16bit receiver	Fiber options		1
82			1
83 DVR:			
84 DVR	MARCH	4140 DVR	1
85 Camera inputs			16
86 LCD Monitor	Tatung	TLM-1703	1

ATTACHMENT 2E
Blythe Jail Equipment List

ITEM	MFG	MODEL #	QUANTITY
1	Control Room		
2	Door/light control	Rauland	
3	Intercom control	Rauland	3
4	Amplifier	Rauland	2
5	Power supply	Rauland	1
6		PSX300	3
7	Control Panel:		
8	Switch		
9	LED		77
10			74
11	Camera System:		
12	1/3 CCD camera w/auto iris lens	Various	
13	9 inch color monitor RMC10		24
14	20 inch color monitor		2
15	21" color monitor	Panasonic	1
16	16X splitter	Philips	4
17	QUAD splitter	Ameba	2
18			4
19	Intercom:		
20	Microphones		
21	I/C stations/ with call	1 gang	1
22	I/C stations/ with call	3 gang	3
23	Ceiling speakers		19
24			17
25	Fire Alarm:		
26	System cabinet	Simplex	
27	Remote annunciator	Simplex	1
28	Duct detector	Simplex	1
29	Power supply	Simplex	11
30	Batteries	Simplex	1
31	Heat detector	Simplex	2
32	Photo detector	Simplex	17
33	Pull Station	Simplex	11
			1

ITEM	MFG	MODEL #	QUANTITY
34	FLOW switch		1
35	TAMPER switch		1
36	Bell / strobe / horn		1
37			
38	Doors:		
39	115V swing gate		
40	115VAC solenoid door	308	2
41	Sliding Door	56EL	4
42	24VDC housing door	D5B	2
43	24VDC Strike lock	NS402E	10
44	Closer w/DPS	320	3
45	Magnetic DPS		5
46			10
47	Misc:		
48	Visit Phones		
49	Visit Phone power / head end		17
50	Relays RH1B,RH2B etc		2
51	Relay board		20
52	UPS		56
53		300W	1
54	DVR System:		
55	DVR-16 Port w/Audio/SCSI 1TB internal hard drive		
56	Store case 12 Drive SATA SCSI	4410 Gen I	1
57	UPS	S10-H108	1
		1500	1

ATTACHMENT 3 Jail Door Upgrades

RPDC jail door upgrade by Norment Security Group, INC. All devices are AIRTEQ, a Division of Norment Security Group. Standard one (1) year manufacturers warranty

Robert Presley Detention Center		
Location	# of Devices	Door Numbers
Basement		
Male Intake Sallyport Sliding Doors	3	B101A, B101B, B101C
Transportation Sliding Doors	3	B190, B158A, B189A
Central Control Sallyport Sliding Doors	3	B196B, B161A, B194
Female Intake Sliding Doors	4	B156B, B156C, B147A, B156D
First Floor		
Loading Dock Sliding Doors	3	166A, 166B, 166C
Second Floor		
Administration Sliding Doors	2	259A, 259B
Housing unit 2A Sliding doors	5	206A, 235A, 236A, 237A, 206C
Third Floor		
Housing Unit 3A Sliding Doors	6	306A, 343A, 335A, 336A, 337A, 306C
Housing Unit 3B Sliding Doors	4	377A, 376A, 375A, 343B
Fourth Floor		
Housing Unit 4A Sliding Doors	6	406A, 443A, 435A, 436A, 437A, 406C
Housing Unit 4B Sliding Doors	4	477A, 476A, 475A, 443B
Fifth Floor		
Housing Unit 5A Sliding Doors	6	506A, 543A, 535A, 536A, 537A, 506C
Housing Unit 5B Sliding Doors	4	577A, 576A, 575A, 543B
Sixth Floor		
Housing Unit 6A Sliding Doors	6	606A, 643A, 635A, 636A, 637A, 606C
Housing Unit 6B Sliding Doors	4	677A, 676A, 675A, 643B
Seventh Floor		
Elevator Sallyport Sliding Doors	2	701A & 701C
Total Devices	65	

ATTACHMENT 3A

Jail Door Upgrades

Indio jail door upgrade by Norment Security Group, INC. All devices are AIRTEQ, a Division of Norment Security Group. The compressor is a conglomeration of different manufacturers: GAST motor, Beko filters, Drypoint dryer, Wika gauges, Manchester tanks etc. Standard one year manufacturers warranty.

Indio Jail	
Location	# of Devices
Housing Unit #1	
<i>Identified on plans as Dayroom 1</i>	
Sliding Cell Doors	3
Sliding Dayroom Door	1
Housing Unit #2	
<i>Identified on plans as Dayroom 2</i>	
Sliding Cell Doors	3
Sliding Dayroom Door	1
Housing Unit #4	
<i>Identified on plans as Dayroom 3</i>	
Sliding Cell Doors	3
Sliding Dayroom Door	1
Housing Unit #5	
<i>Identified on plans as Dayroom 4</i>	
Sliding Cell Doors	3
Sliding Dayroom Door	1
The door upgrade included the installation of pneumatic controls.	
Total Devices	16

**ATTACHMENT 4
PAYMENT PROVISIONS BEST AND FINAL OFFER**

Year	Annual	RPDC	RPDC-OJ	Banning/SCF	Indio	SWDC	Blythe
1	\$744,400.00	\$210,900.00	\$34,100.00	\$126,500.00	\$72,800.00	\$262,700.00	\$37,400.00
2	\$774,300.00	\$219,400.00	\$35,500.00	\$131,500.00	\$75,700.00	\$273,300.00	\$38,900.00
3	\$805,100.00	\$228,100.00	\$36,900.00	\$136,800.00	\$78,700.00	\$284,200.00	\$40,400.00
4	\$837,300.00	\$237,300.00	\$38,400.00	\$142,200.00	\$81,800.00	\$295,600.00	\$42,000.00
5	\$870,800.00	\$246,800.00	\$39,900.00	\$147,900.00	\$85,100.00	\$307,400.00	\$43,700.00
		\$1,142,500.00	\$184,800.00	\$684,900.00	\$394,100.00	\$1,423,200.00	\$202,400.00

The break-out costs for the Banning/SCF are as follows: (included in the annual amount)

SCF	RSAT/SITE-B	SECP	Total
\$112,585.00	\$7,590.00	\$6,325.00	\$126,500.00
\$117,035.00	\$7,890.00	\$6,575.00	\$131,500.00
\$121,752.00	\$8,208.00	\$6,840.00	\$136,800.00
\$126,558.00	\$8,532.00	\$7,110.00	\$142,200.00
\$131,631.00	\$8,874.00	\$7,395.00	\$147,900.00

Only the cost for the individual facilities has been adjusted all other labor rate and material costs and requirements remain the same as the original proposal.

Total Maintenance and Service over five (5) years \$4,031,900.00

During the initial 30 days of this AGREEMENT, also referred to as the "transition period," the CONTRACTOR shall provide maintenance and service, per the AGREEMENT, at a reduced rate of 50% of the one twelfth (1/12) annual contract price for all facilities, excluding the Southwest Detention Center.

ATTACHMENT 5
ADDITIONAL PARTS AND SERVICE
TO BE PROVIDED BY THE CONTRACTOR WITHIN THE FIRST YEAR OF THE AGREEMENT AT NO
ADDITIONAL COST TO THE COUNTY

1. **CONTRACTOR** shall upgrade all video cameras located in the intake areas at all facilities to high resolution/high definition cameras, including all cameras that are located inside the cells in the intake areas. These cameras are currently analog and not IP. The Sheriff's Department will accept 520TVL resolution as a minimum standard. The total quantity of cameras located in the intake areas and intake cells are as follows:

- SOUTHWEST DETENTION CENTER (SWDC) (19) TOTAL CAMERAS
- ROBERT PRESLEY DETENTION CENTER (RPDC) (29) TOTAL CAMERAS
- SMITH CORRECTIONAL FACILITY (SCF) (11) TOTAL CAMERAS
- INDIO JAIL (11) TOTAL CAMERAS
- BLYTHE JAIL (3) TOTAL CAMERAS

2. **CONTRACTOR** shall repair/reprogram the existing cameras and station relay issues at the Southwest Detention Center so that they are functioning properly.

3. **CONTRACTOR** shall disconnect, relocate and install all March DVRs at each facility to the designated "climate controlled" rooms. The **CONTRACTOR** shall provide and install any and all necessary wiring, video cable and anything else necessary for the DVRs to operate properly in these "climate controlled" rooms. Once installed, the UPS's need to be tested and provided/replaced, if necessary. There are a total of seven March DVRs. They are as follows:

- RPDC-2
- SWDC-2
- SCF-1
- Blythe Jail-1
- Indio Jail-1

4. **CONTRACTOR** shall upgrade all of the hard drives in the March DVRs to 750 GB drives and the RAID units to 1TB drives. The existing hard drives in both the DVR and RAID units are 250GB drives. In addition, upgrade and provide all associated reprogramming, software upgrade, and all ancillary components that may be necessary to accomplish this upgrade.

- The Indio Jail currently has a microphone installed in the intake area and it is monitored in the sergeant's office. When the March DVR system is moved to the "controlled climate" room, the microphone line shall be ran to the DVR so the audio is recorded along with the video recorded of the intake booking desk.

5. **CONTRACTOR** shall provide and install UPS battery backups for all PLC components that are in need of one but are currently not present. As already indicated, all UPS's are included in this Agreement. .

6. **CONTRACTOR** shall upgrade the DIACS system at the Southwest Detention Center. The DIACS system upgrade will be coordinated with and approved by facility personnel before any upgrades are to be performed. The DIACS system upgrade is as follows:

- Software upgrade to Microsoft Windows 7
- Existing server to be upgraded
- Existing failover software to be upgraded
- Existing computers to be evaluated and upgraded as necessary

7. **CONTRACTOR** shall upgrade and install LCD monitors to replace the existing 9" monitors at the Robert Presley Detention Center, Indio Jail, and the Southwest Detention Center visiting and central control monitors. The sizes of these LCD screens need to accommodate multiple camera views but not reduce the camera image in a way that would make it difficult to monitor or view. Prior to any LCD Screen upgrade, a sample LCD screen shall be provided to the COUNTY for approval.

ATTACHMENT 6
MAINTENANCE/SERVICE LOCATIONS

Robert Presley Detention Center (RPDC)
4000 Orange Street
Riverside, CA. 92501

Southwest Detention Center (SWDC)
30755-B Auld Road
Murrieta, CA 92563

Larry D. Smith Correctional Facility (SCF)
1627 S. Hargrave Street
Banning, CA. 92220

Indio Jail
46057 Oasis Street
Indio, CA 92201

Blythe Jail
260 N. Spring Street
Blythe, CA. 92225

ATTACHMENT 7

HIPAA Business Associate Agreement Addendum to Contract

Between the COUNTY of Riverside and
SYSTEMS INTEGRATION CORP

This HIPAA Business Associate Agreement Addendum ("Addendum") supplements, and is made part of the Agreement for Services between the COUNTY OF RIVERSIDE ("COUNTY") and Systems Integration Corp. ("CONTRACTOR") as of the date of approval by both parties, April 1, 2010.

RECITALS

WHEREAS, COUNTY and CONTRACTOR entered into the Underlying Agreement pursuant to which CONTRACTOR provides services to COUNTY, and in conjunction with the provision of such services certain Protected Health Information ("PHI") and/or certain electronic Protected Health Information (ePHI) may be made available to CONTRACTOR for the purposes of carrying out its obligations under the Underlying Agreement; and,

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act, Pub. L. No. 104-161 of 1996 ("HIPAA"), more specifically the regulations found at Title 45, CFR, Parts 160 and 164 (the "Privacy Rule") and/or Part 162 (the "Security Rule"), as may be amended from time to time, which are applicable to the protection of any disclosure of PHI and /or ePHI pursuant to the Underlying Agreement; and,

WHEREAS, COUNTY is a Covered Entity, as defined in the Privacy Rule; and,

WHEREAS, CONTRACTOR, when a recipient of PHI and/or ePHI from COUNTY, is a Business Associate as defined in the Privacy Rule; and,

WHEREAS, the parties agree that any disclosure or use of PHI and/or ePHI be in compliance with the Privacy Rule, Security Rule, or other applicable law;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Definitions. Unless otherwise provided in this Addendum, capitalized terms shall have the same meanings as set forth in the Privacy Rule and/or Security Rule, as may be amended from time to time.
2. Scope of Use and Disclosure by CONTRACTOR of COUNTY Disclosed PHI and/or ePHI
 - A. CONTRACTOR shall be permitted to use PHI and/or ePHI disclosed to it by the COUNTY:
 - (1) On behalf of the COUNTY, or to provide services to the COUNTY for the purposes contained herein, if such use or disclosure would not violate the Privacy Rule and/or Security Rule;
 - (2) As necessary to perform any and all of its obligations under the Underlying Agreement.
 - B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Addendum or required by law, CONTRACTOR may:
 - (1) Use the PHI and/or ePHI in its possession for its proper management and administration and to fulfill any legal obligations.
 - (2) Disclose the PHI and/or ePHI in its possession to a third party for the purpose of CONTRACTOR's proper management and administration or to fulfill any legal responsibilities of CONTRACTOR. CONTRACTOR may disclose PHI and/or ePHI as necessary for CONTRACTOR's operations only if:
 - (a) The disclosure is required by law; or
 - (b) CONTRACTOR obtains written assurances from any person or organization to which CONTRACTOR will disclose such PHI and/or ePHI that the person or organization will:

the purpose of which CONTRACTOR disclosed it to the third party, or as required by law; and,

- (ii) The third party will notify CONTRACTOR of any instances of which it becomes aware in which the confidentiality of the information has been breached.

- (3) Aggregate the PHI and/or ePHI with that of other data for the purpose of providing COUNTY with data analyses related to the Underlying Agreement, or any other purpose, financial or otherwise, as requested by COUNTY.
- (4) Not disclose PHI and/or ePHI disclosed to CONTRACTOR by COUNTY not authorized by the Underlying Agreement or this Addendum without patient authorization or de-identification of the PHI and/or ePHI as authorized in writing by COUNTY.
- (5) De-identify any and all PHI and/or ePHI of COUNTY received by CONTRACTOR under this Addendum provided that the de-identification conforms to the requirements of the Privacy Rule and/or Security Rule and does not preclude timely payment and/or claims processing and receipt.

- C. CONTRACTOR agrees that it will neither use nor disclose PHI and/or ePHI it receives from COUNTY, or from another business associate of COUNTY, except as permitted or required by this Addendum, or as required by law, or as otherwise permitted by law.
- D. Notwithstanding the foregoing, in any instance where applicable state and/or federal laws and/or regulations are stricter in their requirements than the provisions of HIPAA and prohibit the disclosure of mental health, and/or substance abuse records, the applicable state and/or federal laws and/or regulations shall control the disclosure of records.

3. Obligations of COUNTY.

- A. COUNTY agrees that it will make its best efforts to promptly notify CONTRACTOR in writing of any restrictions on the use and disclosure of PHI and/or ePHI agreed to by COUNTY that may affect CONTRACTOR's ability to perform its obligations under the Underlying Agreement, or this Addendum.
- B. COUNTY agrees that it will make its best efforts to promptly notify CONTRACTOR in writing of any changes in, or revocation of, permission by any Individual to use or disclose PHI and/or ePHI, if such changes or revocation may affect CONTRACTOR's ability to perform its obligations under the Underlying Agreement, or this Addendum.
- C. COUNTY agrees to make its best efforts to promptly notify CONTRACTOR in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect CONTRACTOR's use of disclosure of PHI and/or ePHI.
- D. COUNTY shall not request CONTRACTOR to use or disclose PHI and/or ePHI in any manner that would not be permissible under the Privacy Rule and/or Security Rule.
- E. COUNTY will obtain any authorizations necessary for the use or disclosure of PHI and/or ePHI, so that CONTRACTOR can perform its obligations under this Addendum and/or the Underlying Agreement.

4. Obligations of CONTRACTOR. In connection with its use of PHI and/or ePHI disclosed by COUNTY to CONTRACTOR, CONTRACTOR agrees to:

- A. Use or disclose PHI and/or ePHI only as permitted or required by this Addendum or as required by law.
- B. Use reasonable and appropriate safeguards to prevent use or disclosure of PHI and/or ePHI other than as provided for by this Addendum.
- C. To the extent practicable, mitigate any harmful effect that is known to CONTRACTOR of a use or disclosure of PHI and/or ePHI by CONTRACTOR in violation of this Addendum.
- D. Report to COUNTY any use or disclosure of PHI and/or ePHI not provided for by this Addendum of which CONTRACTOR becomes aware.

the same restrictions and conditions that apply to CONTRACTOR pursuant to this Addendum.

- F. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use or disclosure of PHI and/or ePHI created or received for or from the COUNTY.
 - G. Obtain and maintain knowledge of the applicable laws and regulations related to HIPAA, as may be amended from time to time.
5. Access to PHI, Amendment and Disclosure Accounting. CONTRACTOR agrees to:
- A. Provide access, at the request of COUNTY, within five (5) days, to PHI in a Designated Record Set, to the COUNTY, or to an Individual as directed by the COUNTY.
 - B. To make any amendment(s) to PHI in a Designated Record Set that the COUNTY directs or agrees to at the request of COUNTY or an Individual within sixty (60) days of the request of COUNTY.
 - C. To assist the COUNTY in meeting its disclosure accounting under HIPAA:
 - (1) CONTRACTOR agrees to document such disclosures of PHI and information related to such disclosures as would be required for the COUNTY to respond to a request by an Individual for an accounting of disclosures of PHI.
 - (2) CONTRACTOR agrees to provide to COUNTY or an Individual, within sixty (60) days, information collected in accordance with this section to permit the COUNTY to respond to a request by an Individual for an accounting of disclosures of PHI.
 - (3) CONTRACTOR shall have available for the COUNTY the information required by this section for the six (6) years preceding the COUNTY's request for information (except the CONTRACTOR need have no information for disclosures occurring before April 14, 2003).
 - D. Make available to the COUNTY, or to the Secretary of Health and Human Services, CONTRACTOR's internal practices, books and records relating to the use of and disclosure of PHI for purposes of determining CONTRACTOR's compliance with the Privacy Rule, subject to any applicable legal restrictions.
 - E. Within thirty (30) days of receiving a written request from COUNTY, make available any and all information necessary for COUNTY to make an accounting of disclosures of COUNTY PHI by CONTRACTOR.
 - F. Within thirty (30) days of receiving a written request from COUNTY, incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule in the event that the PHI in CONTRACTOR's possession constitutes a Designated Record Set.
 - G. Not make any disclosure of PHI that COUNTY would be prohibited from making.
6. Access to ePHI, Amendment and Disclosure Accounting. In the event CONTRACTOR needs to create or have access to COUNTY ePHI, CONTRACTOR agrees to:
- A. Implement and maintain reasonable and appropriate administrative, physical, and technical safeguards to protect the confidentiality of, the integrity of, the availability of, and authorized persons' accessibility to, COUNTY ePHI as applicable under the terms and conditions of the Underlying Agreement. The ePHI shall include that which the CONTRACTOR may create, receive, maintain, or transmit on behalf of the COUNTY.
 - B. Ensure that any agent, including a subCONTRACTOR, to whom CONTRACTOR provides ePHI agrees to implement reasonable and appropriated safeguards.
 - C. Report to COUNTY any security incident of which CONTRACTOR becomes aware that concerns COUNTY ePHI.

7. Term and Termination.

- A. Term – this Addendum shall commence upon the Effective Date and terminate upon the termination of the Underlying Agreement, except as terminated by COUNTY as provided herein.
- B. Termination for Breach – COUNTY may terminate this Addendum, effective immediately, without cause, if COUNTY, in its sole discretion, determines that CONTRACTOR has breached a material provision of this Addendum. Alternatively, COUNTY may choose to provide CONTRACTOR with notice of the existence of an alleged material breach and afford CONTRACTOR with an opportunity to cure the alleged material breach. In the event CONTRACTOR fails to cure the breach to the satisfaction of COUNTY in a timely manner, COUNTY reserves the right to immediately terminate this Addendum.
- C. Effect of Termination – upon termination of this Addendum, for any reason, CONTRACTOR shall return or destroy all PHI and/or ePHI received from the COUNTY, or created or received by CONTRACTOR on behalf of COUNTY, and, in the event of destruction, CONTRACTOR shall certify such destruction, in writing, to COUNTY. This provision shall apply to all PHI and/or ePHI which is in possession of subCONTRACTORS or agents of CONTRACTOR. CONTRACTOR shall retain no copies of the PHI and/or ePHI.
- D. Destruction not Feasible – in the event that CONTRACTOR determines that returning or destroying the PHI and/or ePHI is not feasible, CONTRACTOR shall provide written notification to COUNTY of the conditions which make such return or destruction not feasible. Upon determination by CONTRACTOR that return or destruction of PHI is not feasible, CONTRACTOR shall extend the protections of this Addendum to such PHI and/or ePHI and limit further uses and disclosures of such PHI and/or ePHI to those purposes which make the return or destruction not feasible, for so long as CONTRACTOR maintains such PHI and/or ePHI.

8. Hold Harmless/Indemnification

CONTRACTOR shall indemnify and hold harmless all Agencies, Districts, Special Districts and Departments of the COUNTY, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subCONTRACTORS, agents or representatives arising out of or in any way relating to this Addendum, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever including fines, penalties or any other costs and resulting from any reason whatsoever arising from the performance of CONTRACTOR, its officers, agents, employees, subCONTRACTORS, agents or representatives from this Addendum. CONTRACTOR shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards all Agencies, Districts, Special Districts and Departments of the COUNTY, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of COUNTY, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR's indemnification to COUNTY as set forth herein. CONTRACTOR's obligation to defend, indemnify and hold harmless COUNTY shall be subject to COUNTY having given CONTRACTOR written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at CONTRACTOR's expense, for the defense or settlement thereof. CONTRACTOR's obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

The specified insurance limits required in the Underlying Agreement of this Addendum shall in no way limit or circumscribe CONTRACTOR's obligations to indemnify and hold harmless the COUNTY herein from third party claims arising from the issues of this Addendum.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the COUNTY to the fullest extent allowed by law.

in the Underlying Agreement of this Addendum, this indemnification shall only apply to the subject issues included within this Addendum.

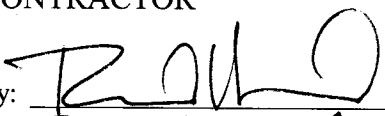
9. General Provisions.

- A. Amendment – the parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for COUNTY to comply with the Privacy Rule and HIPAA generally.
- B. Survival – the respective rights and obligations of this Addendum shall survive the termination or expiration of this Addendum.
- C. Regulatory References – a reference in this Addendum to a section in the Privacy Rule means the section as in effect or as amended.
- D. Conflicts – any ambiguity in this Addendum and the Underlying Agreement shall be resolved to permit COUNTY to comply with the Privacy Rule, Security Rule, and HIPAA generally.
- E. Interpretation of Addendum – this Addendum shall be construed to be a part of the Underlying Agreement as one document. The purpose is to supplement the Underlying Agreement to include the requirements of HIPAA.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as set forth below:

CONTRACTOR

COUNTY OF RIVERSIDE

By: 
Rob Howard

By: _____

Date: 3-10-2010

Date: _____