

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

407



FROM: Department of Public Social Services

SUBMITTAL DATE:
December 6, 2011

SUBJECT: Approval of the Agreement with IE Alarm Systems to provide Building Alarm Security for Department of Public Social Services.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and authorize the Chairman of the Board to sign the attached Agreement # AA-02298 with IE Alarm Systems to be effective from the date of execution through June 30, 2012. The amount not to exceed \$ 1.5 million annually, which contains options to renew the agreement for four additional one-year periods.
2. Authorize the Director of the Department of Public Social Services (DPSS) to administer the contract.
3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to exercise the renewal option, based on the availability of fiscal funding, and to sign amendments that do not change the substantive terms of the agreement, including amendments to the compensation provision that do not exceed the annual CPI rates.

Patricia Reynolds for Susan Loew

Patricia Reynolds for Susan Loew, Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$1,500,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 55,950.00	Budget Adjustment:	No
	Annual Net County Cost:	\$ 55,950.00	For Fiscal Year:	11-12

SOURCE OF FUNDS:			Positions To Be Deleted Per A-30	<input type="checkbox"/>
Federal Funding: 55.34 % ;	State Funding: 35.25% ;	County Funding: 3.73% ;	Requires 4/5 Vote	<input type="checkbox"/>
Realignment Funding: 5.30% ;	Other Funding: 0.38%			

C.E.O. RECOMMENDATION: APPROVE
BY: *Debra Cournoyer*
Debra Cournoyer

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
DATE: *12/6/11*
BY: *Neal R. Kipnis*
NEAL R. KIPNIS

Departmental Concurrence

Purchasing: *Mark Seltzer*
Mark Seltzer, Assistant Director

Policy
 Consent
 Policy
 Consent

Dep't Recomm.:
 Per Exec. Ofc.:

Prev. Agn. Ref.: _____ District: All Agenda Number: **3.40**

RE: Approval of the Agreement with IE Alarm Systems to provide Building Alarm Security for Department of Public Social Services.
Date December 6, 2011
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BACKGROUND (Continued):

The County of Riverside, Department of Public Social Services (DPSS) has 55 facilities throughout the Inland Empire. The county is requesting a building security alarm system to provide safety to our facilities, confidential files, clients and our county employees. The County Contract #DPPARC-99050-002-06/10 for building security alarm system expired. DPSS Purchasing solicited a Request for Proposal to qualified companies to provide overall cost for parts and service to maintain the current existing security Win-Pak Pro products (Honeywell).

PRICE REASONABLENESS:

Purchasing Released a Request for Proposal (RFP) #DPPARC-201, mailing solicitations to 125 companies and advertising on the County's Internet. From that solicitation 21 companies attended a mandatory pre-bid meeting. One (1) response was received.

Purchasing contacted the 20 companies that attended the pre-bid meeting to receive feedback on why they did not respond to the RFP. The majority of the responses stated that they were not an Engineered Service Group (ESG) Honeywell certified dealer. ESG Honeywell certification was a requirement of the RFP to maintain the existing security equipment. The RFP was intended to go out to bid for continuation of services and match the existing equipment. It would have not been cost effective to replace a whole new security system with the amount of buildings DPSS Facilities maintains.

The proposal was reviewed by an evaluation team consisting of personnel of Purchasing and the DPSS Facilities Unit. The evaluation team reviewed and scored the proposal based on the bidder overall responsiveness and general understanding of the RFP requirements, quantity and locations of facilities, bidder's experience and ability, overall cost to the county, references with demonstrated success with similar work of the Scope of Service, Technical capability and project methodology, financial status, clarifications, deviations, and exceptions, credentials, resumes, license, and certifications, and samples submitted.

The RFP proposed for vendors to bid on a completed facility,. A cost comparison was made between the actual cost paid for that facility's security and the bidders' proposal. IE Alarm's proposal was 59% lower than original cost paid. IE Alarm was selected as the responsive responsible vendor, submitting an annual cost that shall not exceed \$1.5 million.

The evaluation committee recommends that the award be given to IE Alarm Systems, as a responsive/responsible vendor with the annual amount of \$1.5 million.

FINANCIAL:

55.34% Federal, 35.25% State, 5.30% Realignment, and 3.73% County, 0.38% Other.
The total cost to the County for these services is \$55,950.00.

REVIEW/APPROVAL –

Purchasing and County Counsel concurs with this request.

SL:kc

Date: 11/23/11
From: Susan Lowe Department/Agency: Department of Public and Social Services
To: Board of Supervisors/Purchasing Agent
Via: Purchasing Agent
Subject: Sole Source Procurement; Request for Building Security System and Services

The below information is provided in support of my Department requesting approval for a sole source. Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole source.

1. **Supply/Service being requested: Building Security Systems and Service**
2. **Supplier being requested: IE Alarm System**
3. **Alternative suppliers that can or might be able to provide supply/service: California Systems, Convegent Technology, American Security Group, CSI, TRL Systems, Camguard Systems, SSD Systems, Sierra Group, Loss Preventions Group, AST, ESS, Central Security, Troy Alarm, Vitrac Inc, DDR Dataline Systems, West Beach Systems, ICU Video Security, C&R Systems, Vital Inc**
4. **Extent of market search conducted: County Purchasing Released and RFP DPARC-201. Mailed solicitations to 125 companies, and advertised on the County internet site.**
5. **Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide: Honeywell ESG Certification,**
6. **Reasons why my department requires these unique features and what benefit will accrue to the county: Honeywell ESG Certification is necessary to maintain the current system**
7. **Price Reasonableness including purchase price and any ongoing maintenance or ancillary costs from the supplier: A cost comparison was made between the actual cost paid for that facility's security and the bidders' proposal. IE Alarm's proposal was 59% lower than original cost paid.**
8. **Does moving forward on this product or service further obligate the county to future similar contractual arrangements or any ongoing costs affiliated with this sole source? (Maintenance, support, or upgrades, if so, please explain). no**
9. **Period of Performance: This is a five (5) year annually renewable contract.**

Patricia Reynolds
Department Head Signature

11-28-11
Date

Purchasing Department Comments:

Approve

Approve with Condition/s

Disapprove

Not to exceed: \$ 1,500,000

One time

Annual Amount through 6-30-2016

[Signature]
Purchasing Agent

11-30-11
Date

12-315
Approval Number
(Reference on Purchasing Documents)

COUNTY OF RIVERSIDE



Dept/Division: Facilities		Contract No.: AA-02298		RFP NO.: DPARC-201
Fund:	Dept. ID.:	Project-Grant:	Program:	Class/Location:
County Contact: Mr. Mark Whitesell (951) 358-3957 or Ms. Kimberly Cruz (951) 358-6837				
Contractor Representative: Richard Jimenez (951) 367-0762				
Program Name: Building Security System and Services				

This Agreement made and entered into this, by and between IE Alarm. (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY").

WITNESSETH:

WHEREAS, Government Code Section 31000 et. seq. authorizes the COUNTY to contract for services with a CONTRACTOR who is trained and experienced, and who is competent to perform the services required; and

WHEREAS, CONTRACTOR has the expertise, special skills, knowledge and experience to perform the duties set out herein.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as provided on pages 1 through 16, and Attachment A, B, C consisting of (63) pages attached hereto and incorporated herein.

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

Authorized Signature for County:

Authorized Signature for IE Alarm Systems

Printed Name of Person Signing:



Printed Name of Person Signing:

Richard Jimenez

Title:

Title:

Chair, Board of Supervisors

General Manager

Address:

4080 Lemon St
Riverside, CA 92501

Address:

1175 Center Street
Riverside, CA 92507

Date Signed:

Date Signed:

12.15.11

FORM APPROVED COUNTY COUNSEL

BY:


NEAL R. KIPNIS

DATE

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List of Attachments

Attachment A- IE Alarm's DPARC-201 Response

Attachment B- Payment Provision

Attachment C- HIPAA Business Associate Agreement

CONTRACT TERMS AND CONDITIONS

I. DEFINITIONS

- A. "DPSS" refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this Contract.
- B. "Contractor or Vendor" refers to any representative, employee, or agent of the contracting company in conjunction with the performance of this contract.
- C. "Project Manager" refers to a representative of DPSS Facilities department.
- D. "Project Record Drawings" are drawings that completely record and document all aspects and features of the Work. (Also known as "as-built" drawings.)
- E. "System Documentation" is a complete collection of all installation, programming, operation, and maintenance manuals and work sheets relating to the equipment provided as part of the Work.
- F. "Subcontractor" is a person or entity who has a direct contract with the Contractor to perform any of the Work at the site.
- G. "Construction Aids" are facilities and equipment required by personnel to facilitate the execution of the Work. Construction Aids include scaffolds, staging, ladders, platforms, hoists, cranes, lifts, trenchers, core drillers, protective equipment, and other such facilities and equipment.
- H. Words that are in common use are used throughout the Drawings and Specifications, except Words which have well-known technical or trade meanings are used in accordance with such recognized meanings.
- I. Whenever the following listed words and phrases are used, they shall be mutually understood to have the following respective meanings:
 - a. "As indicated." means: as shown on the Drawings, and in accordance with the Specifications.
 - b. "As required." means: as required to provide a complete and satisfactory Work in full conformance with the Drawings and Specifications.
 - c. "New" means: new Work to be provided by Contractor.
 - d. "Provide" means: furnish, install, connect, test and make ready for use.
 - e. "Relocate existing" means: remove existing item from present location. Reinstall, re-connect, and test existing item and make ready for use at new location as shown on the Drawings.
 - f. The words "Remove existing" means: remove existing item and return item to County.
 - g. The word "Replace" means: remove existing item and return item to County. Provide new item as indicated.
 - h. The word "Work": The Work is the completed construction required by the Drawings and Specifications, and includes all labor necessary to produce such construction, and all materials and equipment incorporated or to be incorporated in such construction.
 - i. The word "Furnish" means: supply item as specified, item to be installed by others.

II. DPSS RESPONSIBILITIES

- A. Assign staff to be liaison between DPSS and the IE Alarm Systems.
- B. DPSS may monitor the performance of the IE Alarm Systems in meeting the terms, conditions and services in this Contract. DPSS, at its sole discretion, may monitor the performance of the Contractor through any combination of the following methods: periodic on-site visits, annual inspections, evaluations and Contractor self-monitoring.
- C. 2.1 DPSS Facilities will provide an update after hour call list per location to the contractor for monitoring the security alarm system.
- D. DPSS Facilities shall provide the contractor Project Drawings which represent the layout of the facility.
- E. The County Project Manager shall be the interpreter of the requirements of the Drawings and Specifications, subject to the final approval of County. All interpretations and opinions of the Contractor shall be made in writing.
- F. The County Project Manager will review and approve all system design work from Contractor. In reference to Project Record Drawings, County Project Manager shall furnish Contractor with two (2) sets of site plans for Contractor's use in preparing Project Record Drawings. One set shall be used as a working set; the other shall be used to prepare the final record set.
- G. The County will supply electrical power to the extent that the usage is compatible with available facilities in the vicinity of the work.
- H. DPSS Facilities shall notify contractor of minor changes in the work by written order.
- I. County's Project Manager will prepare a list of any such deficiencies observed during the Acceptance test and forward to the Contractor.

III. CONTRACTOR RESPONSIBILITIES

A. SCOPE OF SERVICE

- 1. Assign staff to be liaison between the IE Alarm Systems and DPSS.
- 2. The Contractor shall abide and provide all required security equipment and services to the County of Riverside as outlined in this contract.
- 3. The Contractor must provide all of required Hardware, Software, Installation, maintenance and Monitoring.
- 4. The Contractor must be able to accommodate all existing equipment.
- 5. The Contractor must maintain their Honeywell ESG certified/authorized dealer during the period of the contract.
- 6. The Contractor shall perform the tasks and deliverables listed in paragraph III.A and in the Contractor's response to DPARC-201, attached hereto and incorporated as Attachment A by this reference.

7. In incidences of conflicting provisions, this contract shall take precedence over Attachment 3.

B. FISCAL

1. MAXIMUM REIMBURSABLE AMOUNT

Total payment under this Contract shall not exceed \$1,500,000.00.

2. UNIT OF SERVICE COST RATE

The Contractor will be paid the amount equipment, installation services, maintenance, and monitoring as outlined in the Payment Provision (Attachment B).

3. METHOD, TIME AND SCHEDULE CONDITIONS OF PAYMENT

The Contractor will be paid the actual amount of each monthly invoice for payment. If the required supporting documentation or actual receipts are not provided, DPSS may delay payment until the information is received by DPSS.

For months for which no reimbursement is requested, an invoice must be submitted with a "\$0" request.

All completed claims must be submitted on a monthly basis no later than 30 days after the end of each month in which the services were provided. All complete claims submitted in a timely manner shall be processed within forty-five (45) calendar days.

Each claiming period shall consist of a calendar month claiming period. Contractor Invoice estimates for May and June are due no later than the 10th of June. Actual Contractor invoices for May and June are due no later than the 30th of July.

4. FINANCIAL RESOURCES

The Contractor warrants that during the term of this Contract, the Contractor shall retain sufficient financial resources necessary to perform all aspects of its obligations, as described under this Contract. Further, the Contractor warrants that there has been no adverse material change in the Contractor, Parent, or Subsidiary business entities, resulting in negative impact to the financial condition and circumstances of the Contractor since the date of the most recent financial statements.

5. RECORDS, INSPECTIONS AND AUDITS

a. The Contractor shall maintain auditable books, records, documents, and other evidence pertaining to costs and expenses in this Contract. The Contractor shall maintain these records for three (3) years after final payment has been made or until all pending County, State, and Federal audits, if any, are completed, whichever is later.

b. Any authorized representative of the County of Riverside, the State of California, and the Federal government shall have access to any books, documents, papers, electronic data, and other records, which these representatives may determine to be pertinent to this Contract, for the purpose of performing an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts, and copies, as they deem necessary. Further, these authorized representatives shall have the right at all reasonable times to inspect or otherwise evaluate the work performed, or being performed, under this Contract and the premises in which it is being performed.

- c. This access to records includes, but is not limited to, service delivery, referral, financial, and administrative documents for three (3) years after final payment is made, or until all pending County, State, and Federal audits are completed, whichever is later.
- d. Should the Contractor disagree with any audit conducted by DPSS, the Contractor shall have the right to employ a licensed, Certified Public Accountant (CPA) to prepare and file with DPSS a certified financial and compliance audit that is in compliance with generally-accepted government accounting standards of related services provided during the term of this Contract. The Contractor shall not be reimbursed by DPSS for such an audit.
- e. In the event the Contractor does not make available its books and financial records at the location where they are normally maintained, the Contractor agrees to pay all necessary and reasonable expenses, including legal fees, incurred by DPSS in conducting such an audit.
- f. Contractors that expend \$500,000 or more in a year in Federal funding shall obtain an audit performed by an independent auditor in accordance with generally accepted governmental auditing standards covering financial and compliance audits as per the Single Audit Act of 1984 and the Single Audit Act Amendments of 1996, as per OMB Circular 133. However, records must be available for review and audit by appropriate officials of Federal, State and County agencies.

6. SUPPLANTATION

The Contractor shall not supplant any federal, state, or county funds intended for the purpose of this Contract with any funds made available under any other Contract. The Contractor shall not claim reimbursement from DPSS for, or apply any sums received from DPSS, with respect to the portion of its obligations, which have been paid by another source of revenue. The Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining state funds under any state program or county funds under any county programs without prior approval of DPSS.

7. DISALLOWANCE

In the event the Contractor receives payment for services under this Contract which is later disallowed for nonconformance with the terms and conditions herein by DPSS, the Contractor shall promptly refund the disallowed amount to DPSS on request, or at its option, DPSS may offset the amount disallowed from any payment due to the Contractor under any contract with DPSS.

8. CAPITAL EQUIPMENT

- a. All items purchased with funds provided under this Agreement expressly for the purpose of equipment purchases, or those items furnished to the Contractor that have a single unit cost of at least \$100, including sales tax, and a useful life of more than one (1) year, shall be considered capital equipment. The title to all items of capital equipment purchased vests and will remain in the County of Riverside Department of Public Social Services. If state funding is used, title shall vest and remain with the State of California. If the capital equipment is used for activities besides those required for this Agreement, costs must be prorated accordingly. Upon termination of this Agreement, the Contractor shall immediately return any items of capital equipment to the DPSS (or the state) or its representative, or dispose of them in accordance with the directions of the County of Riverside DPSS (or the State Department of Social Services [DSS]). The Contractor further agrees to the following:

- (1) To maintain all items of capital equipment in good working order and condition, normal wear and tear excepted;
 - (2) To label and number all items of capital equipment, do periodic inventories as required by DPSS, and maintain an inventory list showing where and how the capital equipment is being used in accordance with procedures developed by DPSS. All such lists shall be submitted to DPSS or DSS with ten (10) days of any request therefore; and
 - (3) To report in writing to DPSS immediately after discovery, the loss or theft of any items of capital equipment. For stolen items, the local law enforcement agency must be contacted and a copy of the police report must be submitted to DPSS.
- b. The purchase of any capital equipment by the Contractor shall require the prior written approval of DPSS, and shall fulfill the provisions of this Agreement, which are appropriate and directly related to the Contractor's services or activities under the terms of this Agreement. DPSS may refuse reimbursement for any costs resulting from capital equipment purchased, which are incurred by the Contractor if prior approval has not been obtained from DPSS.

D. ADMINISTRATIVE

1. CONFLICT OF INTEREST

The Contractor, Contractor's employees, and agents shall have no interest, and shall not acquire any interest, direct or indirect, which shall conflict in any manner or degree with the performance of services required under this Contract.

2. CONFIDENTIALITY

The Contractor shall maintain the confidentiality of all information and records and comply with all other statutory laws and regulations relating to privacy and confidentiality.

Each party shall ensure that case record information is kept confidential when it identifies an individual by name, address, or other information. Confidential information requires special precautions to protect it from loss, unauthorized use, access, disclosure, modification, and destruction.

The parties to this Agreement shall keep all information that is exchanged between them in the strictest confidence, in accordance with Section 10850 of the Welfare and Institutions Code. All records and information concerning any and all persons referred to the Contractor shall be considered and kept confidential by the Contractor, its staff, agents, employees and volunteers. The Contractor shall require all of its employees, agents, subcontractors and volunteer staff who may provide services under this agreement with the Contractor before commencing the provision of any such services, to maintain the confidentiality of any and all materials and information with which they may come into contact, or the identities or any identifying characteristics or information with respect to any and all participants referred to the Contractor by Riverside County.

The confidentiality of juvenile records is established under section 827 and 828 of the Welfare and Institutions Code, California Rules of Court, Rule 5.552 and case law. The Juvenile Court has exclusive jurisdiction over juvenile records and information and has the responsibility to protect the interests of minors and their families in the confidentiality of any records and information concerning minors involved in the justice system and to provide a reasonable method for release of these records and information in appropriate circumstances.

Contractor shall ensure that no person will publish, disclose, use, permit, or cause to be published, disclosed, or used, any confidential information pertaining to any applicant or recipient of services under this Agreement. The Contractor agrees to inform all persons directly or indirectly involved in administration of services provided under this Agreement of the above provisions and that any person deliberately violating these provisions is guilty of a misdemeanor.

3. EMPLOYMENT PRACTICES

- a. The Contractor shall not discriminate in its recruiting, hiring, promoting, demoting, or terminating practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex in the performance of this Contract, and to the extent they shall apply, with the provisions of the Fair Employment and Housing Act (FEHA), and the Federal Civil Rights Act of 1964 (P. L. 88-352).
- b. In the provision of benefits, the Contractor shall certify and comply with Public Contract Code 10295.3, to not discriminate between employees with spouses and employees with domestic partners, or discriminate between the domestic partners and spouses of those employees.
- c. For the purpose of this section Domestic Partner means one of two persons who have filed a declaration of domestic partnership with the Secretary of State pursuant to Division 2.5 (commencing with Section 297) of the Family Code.

4. EQUAL EMPLOYMENT OPPORTUNITY

By signing this agreement or accepting funds under this agreement, the contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Department of Labor regulations (41 CFR Chapter 60).

5. FAIR LABOR STANDARDS AND SERVICE CONTRACT ACT

- a. The hourly rate may be adjusted to reflect increases or decreases by the Contractor in wages and fringe benefits to the extent that these increases or decreases are made to comply with:
 - (1) An increased or decreased wage determination applied to this Agreement by operation of law;
 - (2) An amendment to the Fair Labor Standards Act of 1938 that is enacted subsequent to award of this Agreement, affects the minimum wage, and becomes applicable to this Agreement under law;
 - (3) Any such adjustment will be limited to increases or decreases in wages and fringe benefits, and to the accompanying increases or decreases in social security and unemployment taxes and worker's compensation insurance; it shall not otherwise include any amount for general and administrative costs, overhead, or profit;
- b. The Contractor shall notify the DPSS Contracts Administration unit of any:
 - (1) Increase claimed under this clause within thirty (30) days after the effective date of the wage change, unless the period is extended by the DPSS Contracts Administration unit in writing; and/or

- (2) Decrease under this clause, but nothing in the clause shall preclude DPSS from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and any relevant supporting data that the DPSS Contracts Administration Unit may reasonably require. Upon agreement of the parties, the contract hourly rate shall be modified in writing. The Contractor shall continue performance pending agreement on determination of any such adjustment and its effective date.

6. HOLD HARMLESS/INDEMNIFICATION

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 (individually and collectively hereinafter referred to as Indemnitees) 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 Contract, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of Contractor, its officers, employees, subcontractors, agents or representatives Indemnitors from this Contract. 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, the Indemnitees 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 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 to Indemnitees as set forth herein.

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 this Contract shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

7. INSURANCE

- a. 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 coverages during the term of this Contract.

(1) Worker's Compensation:

If the Contractor has employees as defined by the State of California, the Contractor shall maintain statutory Worker's 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.

(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, and cross liability coverage, covering claims which may arise from or out of Contractor's performance of its obligations hereunder. Policy shall name the

County of Riverside, its Agencies, Districts, Special Districts, and Departments, 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 Contract or be no less than two (2) times the occurrence limit.

(3) Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Contract, 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 Contract or be no less than two (2) times the occurrence limit. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insured(s).

b. General Insurance Provisions – All lines:

- (1) 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.
- (2) The Contractor's insurance carrier(s) 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 Contract. Upon notification of self insured retention unacceptable to the COUNTY, and at the election of the Country's Risk Manager, Contractor's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Contract with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- (3) 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, and 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 Contract 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 coverages 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 and if requested, certified original 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 so on it's behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

- (4) It is understood and agreed to by the parties hereto that the Contractor's insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- (5) If, during the term of this Contract 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 which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Contract, including any extensions thereof, exceeds five (5) years the COUNTY reserves the right to adjust the types of insurance required under this Contract and the monetary limits of liability for the insurance coverages 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.
- (6) Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Contract.
- (7) The insurance requirements contained in this Contract may be met with a program(s) of self-insurance acceptable to the COUNTY.
- (8) Contractor agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Contract.

8. LICENSES AND PERMITS

In accordance with the provisions of the Business and Professions Code concerning the licensing of Contractors, all Contractors shall be licensed, if required, in accordance with the laws of this State and any Contractor not so licensed is subject to the penalties imposed by such laws.

The Contractor warrants that it has all necessary permits, approvals, certificates, waivers, and exemptions necessary for the provision of services hereunder and required by the laws and regulations of the United States, State of California, the County of Riverside and all other appropriate governmental agencies, and shall maintain these throughout the term of this Contract.

9. INDEPENDENT CONTRACTOR

It is understood and agreed that the Contractor is an independent contractor and that no relationship of employer-employee exists between the parties hereto. Contractor and/or Contractor's employees shall not be entitled to any benefits payable to employees of the County including, but not limited to, County Worker's Compensation benefits. County shall not be required to make any deductions for employees of Contractor from the compensation payable to Contractor under the provision of this Contract.

As an independent contractor, Contractor hereby holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Contract. As part of the foregoing indemnity, the Contractor agrees to protect and defend at its own expense, including attorney's fees, the County, its officers, agents and employees in any legal action based upon any such alleged existence of an employer-employee relationship by reason of this Contract.

10. ASSIGNMENT

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of DPSS. Any attempt to assign or delegate any interest without written consent of DPSS shall be deemed void and of no force or effect.

11. SUBCONTRACT FOR SERVICES

No agreements will be made by the Contractor with any party to furnish any of the services herein contained without the prior written approval of DPSS. This provision will not require the approval of agreements of employment between the Contractor and personnel assigned for services hereunder

12. DEBARMENT AND SUSPENSION

As a sub-grantee of federal funds under this Contract, the Contractor certifies that it, and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.
- b. Have not within a 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction; violation of Federal or State anti-trust status or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicated or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
- d. Have not within a 3-year period preceding this Contract had one or more public transactions (Federal, State or local) terminated for cause or default.

13. COMPLIANCE WITH RULES, REGULATIONS, REQUIREMENTS AND DIRECTIVES

The Contractor shall comply with all rules, regulations, requirements, and directives of the California Department of Social Services, other applicable state agencies, and funding sources which impose duties and regulations upon DPSS, which are equally applicable and made binding upon the Contractor as though made with the Contractor directly.

14. HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT (HIPAA)

Under the Health Insurance Portability and Accountability Act (IHPAA), 42 U.S.C. 1320d et seq. and its 162, and 164 ("Privacy Rule and Security Rule"), the Contractor must comply with the Security Rule as a Business Associate, if under this Contract Agreement, it receives, maintains or transmits any health information in electronic form in connection with a transaction covered by part 162 of Title 45 of the Code of Federal Regulations.

The County and Contractor acknowledge that HIPAA mandates them to comply as business associates in order to safeguard protected health information that may be accessed during the performance of this Agreement. The parties agree to the terms and conditions set forth from the

County of Riverside Board of Supervisors Policy No. B-23. The Contractor shall enter into agreement and sign the HIPAA Business Associated Agreement with County of Riverside DPSS as attached hereto as Attachment C.

All social service privacy complaints should be referred to:

Department of Public Social Services
 HR/Administrative Compliance Services Unit
 10281 Kidd Street
 Riverside, CA 92503
 (951) 358-3030

15. CERTIFICATION REGARDING LOBBYING

The Contractor certifies, to the best of his or her knowledge and belief, that:

- a. No Federal appropriate funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant loan or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Contractor shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contract under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

16. ENERGY CONSERVATION

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).

17. ENVIRONMENTAL STANDARDS

By signing this agreement or accepting funds under this agreement, the contractor assures that he/she will:

- a. Comply with applicable provisions of the Clean Air Act (42 U.S.C. 7414) and Clean Water Act (33 U.S.C. 251, et.seq.), as implemented by Executive Order 11738 (3 CFR, 1971-1975 Comp. P. 799) and Environmental Protection Agency (EPA) rules at 40 CFR Part 15. These requirements relate generally to inspection, monitoring, entry reports, and information, and with all regulations and guidelines issued thereunder. In accordance with the EPA rules, the contractor further agrees that it will:

- (1) Not use any facility on the EPA’s List of Violating Facilities in performing any award that is nonexempt under 40 CFR 15.5, as long as the facility remains on the list.
- (2) The above paragraph of this section shall not apply to any armory, base, training site, or other facility or portion thereof, the operation and maintenance of which is funded under this agreement, that is currently listed as a violating facility, on the effective date of the agreement, pursuant to 40 CFR Part 15; nor, shall such listing be the basis for state’s termination for cause of this agreement or for State’s disallowance of any cost otherwise allowable under this agreement. The contractor agrees to cooperate to remediate, as expeditiously as possible, for any facility the operation and maintenance of which is within the scope of this contract, the condition giving rise to the listing of any such facility as violating facility according to applicable statutes, regulations, or other agreements subject to the availability of funds.

18. STATE ENERGY CONSERVATION PLAN

The Contractor agrees to recognize the mandatory standards and policies relating to regulations, as required by the US Energy Policy and Conservation Act. (P.L. 94-165).

19. CONTRACT TRANSITION PERIOD

The Contractor recognizes that the services under this contract are vital to DPSS and must be continued without interruption, and that, upon contract expiration, a successor, either DPSS or another contractor, may continue the services outlined herein. The Contractor agrees to exercise its best efforts and cooperation to effect an orderly and efficient transition of clients to a successor.

The Contractor shall, upon written notification from DPSS, negotiate in good faith a transition plan with a successor to determine the nature and extent of the transitioning of services.

V. GENERAL

A. EFFECTIVE PERIOD

This Contract is effective November 1, 2011 to June 30, 2012, with 4 one-year renewal option(s).

B. NOTICES

All notices, claims, correspondence, and/or statements authorized or required by this Contract shall be addressed as follows:

DPSS: Department of Public Social Services
Purchasing Unit
10281 Kidd St
Riverside, CA 92503

VENDOR: IE Alarm Systems
General Manager
1175 Center Street
Riverside, CA 92507

All notices shall be deemed effective when they are made in writing, addressed as indicated above, and deposited in the United States mail. Any notices, correspondence, reports and/or statements

authorized or required by this Contract, addressed in any other fashion will not be acceptable, except invoices and other financial documents, which must be addressed to:

Department of Public Social Services
Accounts Payable
10281 Kidd St
Riverside, CA 92503

C. AVAILABILITY OF FUNDING

DPSS' obligation for payment of any Contract is contingent upon the availability of funds from which payment can be made.

D. DISPUTES

Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under this Contract, which is not disposed by Contract, shall be disposed by DPSS which shall furnish the decision in writing. The decision of DPSS shall be final and conclusive until determined by a court of competent jurisdiction to have been fraudulent or capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The Contractor shall proceed diligently with the performance of the Contract pending DPSS' decision.

E. SANCTIONS

Failure by the contractor to comply with any of the provisions covenants, requirements, or conditions of this Contract including, but not limited to, reporting and evaluation requirements, shall be a material breach of this Contract. In such event, DPSS may immediately terminate this Contract and may take other remedies available by law, or otherwise specified in this Contract. DPSS may also:

1. Afford the Contractor a time period within which to cure the breach, the period of which shall be established at the sole discretion of DPSS; and/or
2. Discontinue reimbursement to the Contractor for, and during the period in which the Contractor is in breach, the reimbursement of which the Contractor shall not be entitled to recover later; and/or
3. Withhold funds pending a cure of the breach; and/or
4. Offset against any monies billed by the Contractor but yet unpaid by DPSS. DPSS shall give the Contractor notice of any action pursuant to this paragraph, the notice of which shall be effective when given.

F. GOVERNING LAW

This Contract shall be construed and interpreted according to the laws of the State of California. Any legal action related to the interpretation or performance of this Contract shall be filed only in the appropriate courts located in the County of Riverside, State of California. Should action be brought to enforce or interpret the provisions of the Contract, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief are granted.

G. CONSUMER PRICE INDEX

No price increases will be permitted during the first year of the Agreement. All price decreases (for example, if Contractor offers lower prices to another governmental entity) will automatically be extended to the DPSS. The DPSS requires written proof satisfactory to DPSS 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 secure such adjustment. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Contract. The net dollar amount of profit will remain firm during the period of the Contract. Annual increases shall not exceed the Consumer Price Index (CPI) for (All Consumers, all items for the Los Angeles, Riverside and Orange County, CA areas) Building Security System and Services and be subject to satisfactory performance review by the County and approved (if needed) for budget funding by the Board of Supervisors.

H. MODIFICATION OF TERMS

No addition to or alteration of the terms of this Contract, whether by written or verbal understanding of the parties, their officers, agents, or employees shall be valid unless made in writing and formally approved and executed by both parties. Requests to modify fiscal provisions shall be submitted no later than April 1.

I. TERMINATION

This Agreement may be terminated without cause by either party by giving thirty (30) days written notification to the other party. In the event DPSS elects to abandon, indefinitely postpone, or terminate the Agreement, DPSS shall make payments for all services performed up to the date that written notice was given in a prorated amount.

J. ENTIRE CONTRACT

1. This Contract constitute by this reference the terms and conditions of Request for Proposal DPARC-201. In incidences of conflicting provisions, this agreement shall take precedence over DPARC-201.
2. This Agreement, including DPARC-201 and 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.

County of Riverside
Purchasing and Fleet Services

Request for Proposal # **DPARC-201**
Closing Date: **04/14/11** on or before 01:30 P.M.

Proposal Cover Page BIDDER TO COMPLETE ALL APPLICABLE AREAS

Bidders are required to register (If not already registered) on the County of Riverside Purchasing website:

WWW.PURCHASING.CO.RIVERSIDE.CA.US

The County of Riverside Purchasing Department on behalf of Department of Social Services is soliciting proposals from qualified organizations to Building Security System and Services

Services as detailed in Appendix A.

There will be a Mandatory bidders meeting to be held on:

Date: March 16, 2011
Time: 10:00 am

Location: Department of Public and Social Services
1400 Minthorn Street
Lake Elsinore, CA 92530

BID CLOSING DATE: April 14, 2011 no later than 1:30 pm.

NO FAXED PROPOSALS WILL BE ACCEPTED

After close of this RFP, the award may be announced within 30- 160 days.

If an addendum is issued for this procurement, it will be the Bidder's responsibility to retrieve all applicable addendum(s) from the Purchasing website.

"Execution hereof is certification that the undersigned has read and understands the terms and conditions hereof, and that the undersigned's principal is fully bound and committed."

Company Name: DC Electronics Two, Inc. dba IE Alarm Systems

Street Address: 1175 Center Street

Mailing Address: 1175 Center Street

City: Riverside State: CA Zip: 92507

Remit to Address: 1175 Center Street

City: Riverside State: CA Zip: 92507

Phone #: (951) 686-2029

FAX #: (951) 686-6318

Vendor Website: www.iealarm.com

Name: Richard Jimenez Title: General Manager

Signature: _____ Date: _____ Email: richard@iealarm.com

Please Check Disabled Veteran or Local Business - if checked, the above signer certifies that the above business is located within the geographical boundaries of Riverside County and that all sales taxes generated based on this RFP will be credited to that location in Riverside County. Form 116-260 must be completed and submitted with the Bidder's proposal



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9. Section I - Financial Statement (Confidential) INSERT (ORIGINAL ONLY)

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Corporate Profile

1. Business name and legal business status:
DC Electronics Two, Inc. dba IE Alarm Systems is a California corporation founded in 1985 and was incorporated in 1986.
2. Proof of non-profit status, if applicable: Non-profit status – N/A
3. Company overview of services or activities performed:
 - a. Company History
IE Alarm Systems was founded by Utana Del Valle and her husband, George Del Valle in 1985, both possessing over 25 years of experience in the alarm industry. IE Alarm Systems is located in Riverside, CA and was incorporated in 1986. IE Alarm Systems specializes in security alarm systems. Due to the high demand, the husband and wife team decided to expand IE Alarm Systems range of services to include, but not limited to fire alarm systems, camera systems and access control systems. Now established for over 26 years, we strive to provide prompt, professional, but extremely friendly customer service.
 - b. Years in business:
DC Electronics Two, inc. dba IE Alarm Systems has been in business for 26 years.
 - c. Experience:
IE Alarm Systems has over 25 years of experience in designing, installing, servicing and monitoring alarm systems. IE Alarm Systems has the capability to offer County the very best protection for commercial or governmental facilities which may include, but not limited to custom designed security systems, fire alarm systems, digital video surveillance systems, access control systems and environmental emergency detection.
 - d. Company Hierarchy:
Utana Del Valle – President
Richard Jimenez – General Manager
Debbie Swanson – Office Manager
William Espinoza – Project Manager
 - e. Personnel:
IE Alarm Systems currently staffs 9 employees.
 - f. Location:
IE Alarm Systems operates out of one office located @ 1175 Center Street in Riverside, CA. The IE Alarm Systems office team works full time, Monday thru Friday 8:00 am – 4:00 pm.
4. IE Alarm Systems does not hold any controlling or financial interests in any other organization nor does any other person or organization hold interest in IE Alarm Systems.



Description of Services

1. IE Alarm Systems understands the requirements in the scope of services as detailed in this RFP as per Appendix A, Points 3.0-3.27.
 - a. The scope of work for this project will be performed during normal business hours. In instances where IE Alarm Systems is required to perform after regular business hours, IE Alarm Systems will coordinate accordingly.
 - b. Our Project installation mechanisms include:
 - i. Any communication between IE Alarm Systems and County to ensure that the services are performed to County's satisfaction is to be communicated via email. All person-to-person meetings should be documented and emailed to the proper parties. Any problems IE Alarm Systems encounters during this project will be immediately emailed to County with a full description of the issues and our recommendations for resolution.
 - ii. IE Alarm Systems will perform work as requested by County in an accurate and timely matter. IE Alarm Systems' technicians will provide rapid, but immaculate service/installation for each project.
 - iii. IE Alarm Systems' policy is providing job walks with County throughout the project to ensure proper compliance and quality assurance. IE Alarm Systems will also perform a final job walk to ensure all equipment has been tested and was installed properly. As part of our contract, IE Alarm Systems will provide customer service for all projects up to one year after completion. Staff support in our office is available by telephone, email or fax. Superintendents and technicians are available throughout our territories. Fully stocked and equipped customer service vans are available 24 hours a day for immediate quality response to any crisis or emergency. IE Alarm Systems strive for the County to always rest assured that they are protected.
 - iv. See attached IE Alarm Systems safety program policy and procedures.
 - v. All IE Alarm Systems technicians have received a minimum of 5 years on the job training in addition to in house instruction and factory provided training.
 - vi. All IE Alarm Systems employees are licensed by the State of California Bureau of Security and Investigative Services. All IE Alarm Systems employees have been investigated by the State of CA.
 - c. IE Alarm Systems has been an authorized Honeywell ESG dealer for over 9 years. All IE Alarm Systems technicians have been trained in access control and have been installing and servicing access control systems for more than 5 years. IE Alarm Systems technicians have over 10 years of experience in the industry.
 - d. IE Alarm Systems will not be subcontracting any portions of the work for this project.
 - e. Sample invoice is attached.
 - f. All of the vehicles that will be utilized for the services described in this RFP are Ford commercial vans. Each vehicle is branded with IE Alarm Systems logo and contact information. These vans are outfitted with ladder racks, and interior bins. They are fully stocked with material and equipment for a typical access control/fire/burglar/camera installation.

IE Alarm Systems
 1175 Center Street
 Riverside, CA 92507
 Phone: 951-686-2029



Invoice
51280
5/13/2008

Bill To: County of Riverside - DPSS Attn: Accounts Payable 10281 Kidd Street Riverside, CA 92503	Work Location: Cathedral City GAIN Riverside County DPSS TDB Suite # Cathedral City, CA
Terms	

Project: Access Control System				PO Number: DPA0024099			
Date	Job #	Product/Service	Description	Price	Qty	Tax	Amount
5/13/2008	18151	HONPW2000IV - Honeywell	PW2000IV Complete Assembly	\$2,206.40	1.00	\$171.00	\$2,377.40
5/13/2008	18151	HONLANSRLU1 - Honeywell	RS232 2 Lan Converter	\$600.00	1.00	\$46.50	\$646.50
5/13/2008	18151	HONN485PCI2L - Honeywell	N 485 Interface LAN Serial	\$269.00	1.00	\$20.85	\$289.85
5/13/2008	18151	HONOP40HON - Honeywell	Prox Reader (Single Gang)	\$220.40	4.00	\$68.32	\$949.92
5/13/2008	18151	ALTSMP5PMCTX - Altronix	SMP5 Power Supply in Enclosure	\$192.77	2.00	\$29.88	\$415.42
5/13/2008	18151	HONS4 - Honeywell	Suppressor Kit	\$27.00	4.00	\$8.37	\$116.37
5/13/2008	18151	Lot Wire - Wire Cost		\$975.00	1.00	\$75.56	\$1,050.56
5/13/2008	18151	DSCBD712 - DSC	7AH 12V Battery	\$64.00	4.00	\$19.84	\$275.84
5/13/2008	18151	Installation Labor	Labor to install	\$3,900.00	0.00	\$0.00	\$3,900.00
Date Payments/Adjustments							Amount
07/07/2008	Payment # 8,983 Check						(\$10,021.86)

Subtotal: \$9,581.54
 Tax: \$440.32
 Paid: (\$10,021.86)
Total: \$0.00

County of Riverside - DPSS
 Attn: Accounts Payable
 10281 Kidd Street
 Riverside, CA 92503

Invoice #
51280



Send Payment With This Coupon To Address Below::

IE Alarm Systems
 1175 Center Street
 Riverside, CA 92507

Subtotal: \$9,581.54
 Tax: \$440.32
 Paid: (\$10,021.86)
Total: \$0.00

AMOUNT PAID: _____

IE Alarm Systems

**1175 Center Street
Riverside CA 92507**

SAFETY AND LOSS CONTROL PROGRAM

10/1/10

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Safety and accident prevention is everyone's responsibility. Each employee is expected to follow all company rules and to perform their work in a safe manner. Each supervisor and foreman is responsible for safety, implementing the IE Alarm Systems safety program, and training employees in safe work procedures. The superintendent has overall responsibility for safety at each location. Mrs. Swanson has the corporate responsibility and authority for safety and accident prevention. This company's policy is to provide a safe and healthy place of employment for every employee and to abide by regulations set forth by federal, state and local governments.

IE Alarm Systems is sincerely interested in the safety and welfare of our employees. Accident prevention is essential in maintaining an efficient operation..

It is our policy that our safety rules shall be strictly observed at all times. Although these rules are to be considered very important, it is impossible to publish a rule that covers every circumstance. If a rule that might cover a specific hazardous condition has been omitted, that shall not be an excuse for disregard of common sense in the safe performance of your work.

The possession or consumption of alcohol, drus or any other controlled substance is against policy and violators are subject to immediate dismissal. IE Alarms Systems assist an employee to find a suitable treatment facility if a problem is discussed with their superintendent..

Each employee is urged to cooperate fully with this policy. Abuse or disregard of this policy is a violation and will be treated accordingly. Remember, your help in preventing accidents and injuries benefits you and your fellow employees---we should all strive for a record of zero accidents!

President

Date

ASSIGNMENT OF RESPONSIBILITIES:

Company Management

Has overall responsibility for the company's safety program and regularly reaffirms support for loss control activities

Insures that all employees are informed of top management's commitment to safety and the abidance of all federal, state, and local regulations.

Establish company safety rules and programs, and provides supervision with the backing, training and funds to implement these rules and programs.

Safety Coordinator

Responsible for implementation and monitoring the safety program.

Reviews and maintains current copy of all applicable Federal, State, and local safety and health regulations.

Implements and monitors safety training programs and provides safety materials as needed.

Assists site supervision in accident investigation and recommends controls to prevent a reoccurrence.

Assures proper notification in the event of an accident.

Supervisors / Foremen

Responsible for the safety of their employees and oversees the compliance with the safety program and applicable state, federal, and local regulations.

Arranges for prompt medical attention in case of an injury and provides a through written investigative report with recommendations to prevent a reoccurrence.

Employees

Responsible for learning and abiding by the rules and regulations which are applicable to their assigned tasks. Reports all accidents and near-misses.

Perform their functions in the safest possible manner and encourage co-workers to do likewise.

EMPLOYEE PLACEMENT:

An Employee Questionnaire will be completed on each applicant for employment prior to placing on the payroll.

The applicant will be interviewed by an IE Alarm Systems supervisor that is familiar with the physical and mental requirements for the job. Areas that include prior employment, health record, prior job injuries and illness will be discussed to assist in determining applicant's capabilities for performing the job. Notes on the discussion can he recorded on the back of the Employee Questionnaire.

Where possible to do so, telephone reference checks will be made with at least two prior employers.

On employees that will drive a company vehicle or drive their own vehicle and pull a company trailer, a current, valid driver's license is required. The license number and expiration date will be recorded in the employee's file. All subsequent tickets and accidents must be immediately reported to your immediate supervisor.

A Motor Vehicle Record (MVR) check will be made on the employees described above at the time of employment and at least every two years thereafter. When the MVR shows accidents or violations, the employee's supervisor will counsel this employee to promote a better driving record, and take other administrative action as appropriate.

ORIENTATION & TRAINING:

When a new employee is hired, orientation training of the employee will be done by the Superintendent to cover such areas as: company safety rules and procedures, emergency procedures including fire extinguisher use, personal protective equipment that is required on the job, what the company expects from the employee, and our Hazard Communication Program. Refresher Haz-Com training will be completed at any time that new materials used in the operations offer any new exposure potential. When the Haz-Com training is completed, the Superintendent will give the employee a copy of the Haz-Com Program, and complete a training certificate, which is then sent to the office to be retained.

ACCIDENT REPORTING AND DISCUSSIONS:

An employee must report any accident or injury, regardless of how minor, to the Job Superintendent.

All inquiries concerning an incident/accident/injury/property damage shall be referred to the Superintendent. The employee will make no comments, provide no details, or express any opinion as to the cause of the incident, who was at fault, responsibility for, or any intent of the company regarding the incident.

The Superintendent will investigate any personal injury accident, property damage claim or vehicle accident associated with the job and will complete an Accident Investigation Report. The purpose of this investigation is to assist in preventing this type of mishap in the future. The employee will cooperate fully with the Superintendent in this investigation.

ACCIDENT INVESTIGATION

Every personal injury accident or illness, property damage, and vehicle accident will be investigated by the Superintendent or the Supervisor in charge of the operation. The investigation will be recorded on the ACCIDENT INVESTIGATION REPORT. Every report will be reviewed by Ms. Swanson. Personal injury or illness will be recorded on the OSHA Log 300, as required. The completed Accident Investigation Reports will be reviewed during the monthly Supervisory Safety Meetings.

PERSONAL PROTECTIVE EQUIPMENT:

Hard Hats –All employees are required to wear a hard hat on every job site at all times.

Eye Protection - All employees are required to wear safety glasses (with side-shields) on the job site at all times.

Fall Protection – All employees exposed to falls over 6ft are required to be trained on and use proper fall protection. On scaffolds, the trigger height is 10ft. For steel erection activities, the trigger height is 15 feet (see 1926.750 for details/exceptions).

Hand Protection - All employees involved in operations exposing hands to cuts, chemicals, burns, etc. are required to wear gloves.

Rubber Boots - Employees involved in operations exposing the feet/legs to such hazards as concrete burns during placing uncured concrete are required to wear rubber boots in good condition.

Other - Specific jobs may cause the need for other personal protective equipment. When this occurs, the employee is expected to utilize this equipment. It is the Job Superintendent's responsibility to see that equipment in use is appropriate and in good condition.

SAFETY RULES AND PROCEDURES:

The safety rules and procedures are developed to assist in achieving job safety by having no employee accidents. Some of the rules are OSHA requirements. For these reasons, every employee is expected to abide by the safety rules and procedures at all times.

GENERAL:

Employees must follow the safety policy, rules and procedures established by IE Alarm Systems. Violations may result in disciplinary action, which could include termination.

Employees shall report any equipment or condition considered to be unsafe, as well as what they consider to be unsafe work practices. This type of information shall be immediately reported to the Superintendent or to the person in charge of the job.

Be courteous. Avoid distracting others as distractions may cause or contribute to accidents. Do not engage in horseplay on the job.

When lifting, bend your knees, grasp the load firmly, then raise the load with your legs, keeping the back as straight as possible. Don't twist body with a load, move your feet. GET HELP for HEAVY LOADS.

When in doubt about the safety of a situation that is out of the norm, contact the Superintendent to find the proper procedure.

Good housekeeping practices improve safety for everyone. When you create clutter, clean it up. When clutter is left in the work area by someone else, clean it up and report this to the Superintendent.

The possession or consumption of alcohol, drugs or any control substance is against policy and violators are subject to dismissal.

DISCIPLINARY POLICY

Employees are expected to use good judgment when doing their work and to follow established safety rules. We have implemented a disciplinary policy to provide appropriate consequences for failure to follow company rules. This policy is designed not so much to punish as to bring unacceptable behavior to the employee's attention in a way that the employee will be motivated to make corrections. The following consequences apply to the violation of the same similar rule or the same/similar unacceptable behavior:

First Instance---verbal warning, notation in employee file, and retraining.

Second Instance---written reprimand, and retraining.

Third Instance---1-5 day suspension without pay, written reprimand and retraining.

Fourth Instance---Termination of employment.

An employee may be subject to immediate termination when a safety violation places an employee or others at risk of permanent disability or death.

(Note: The above policy is included as an example only. Each company must customize this program by adding any specific disciplinary rules that you may have and/or deleting any that do not apply to your company.)

SAFETY MEETINGS AND TRAINING

The Job Superintendent is responsible for providing orientation and safety training for all new employees. This training will include: company safety rules and procedures, required personal protective equipment, emergency procedures and our Hazard Communication Program. Employees will be provided with a copy of the Safety Rules and Procedures and the employee handout on the Hazard Communication Program.

Job Site Safety Meetings - The Superintendent will conduct an on-the-job safety meeting each Monday. The meeting should last no longer than fifteen minutes. Topics for the meetings should be timely and may include: accidents/injuries/near misses and what needs to be done to prevent accidents from reoccurring; review of safety rules not being followed; proper use and care of personal protective equipment; input from employees on how job safety can be improved; new products/methods being used; safer methods to utilize on the job; ladder use, fire extinguishers, and other appropriate topics. The Superintendent will record the meeting as to the topics discussed, date, and attendance by obtaining employee signatures. The original should be sent to the main office with a copy retained with the job documents. All employees are expected to attend and participate in the weekly job safety meetings. Areas that concern safety on the job should be brought forward during these meetings. When IE Alarm Systems is acting as the

General Contractor, the foreman/superintendents of all other contractors will also be invited to these weekly meetings.

Supervisory Safety Meetings - Top management will plan and arrange for meetings to be held once each month. Top management and all supervisors will attend and participate in this meeting to review jobsite accidents, near misses, required training, unsafe conditions/acts noted on safety inspections, etc.

VEHICLE OPERATIONS:

Employees driving company vehicles or their personal vehicle on company business must have a current driver's license and an acceptable driving record. Employees driving their personal vehicle on company business must provide proof of liability insurance to IE Alarm Systems.

When driving a company vehicle or their personal vehicle on company business, all traffic laws must be obeyed and the driver and any passengers must wear a seat belt.

SAFETY INSPECTIONS:

The Job Superintendent will complete an inspection from a safety standpoint at the start of each new job and on Monday mornings of on-going jobs. Areas to check would include, but should not be limited to, proper tools on the job site to do the job safely, any unusual hazards, stumbling hazards or fall exposures, any overhead objects that could fall, any special personal protective equipment needed or special procedures due to job location, areas-operations known to have contributed to employee accidents in the past, GFCI operation, fire extinguishers, first-aid supplies, other items that may be peculiar to the job or location. The results of each internal inspection will be recorded on the JOB SITE INSPECTION FORM.

HAZARD COMMUNICATION PROGRAM

INTRODUCTION

The North Carolina Department of Labor has adopted the federal OSHA Hazard Communication Standard 29 CFR (Code of Federal Regulation) 1910.1200. The Hazard Communication Standard became effective on May 25, 1986 for North Carolina manufacturing employers and for state and local government agencies, who have one or more employees who are exposed to hazardous chemicals. The standard became effective to non-manufacturing employers on May 25, 1987.

The goal of the Hazard Communication Standard is to reduce the occurrence of workplace illnesses and injuries caused by hazardous chemicals. The standard is designed to achieve this goal by providing information and training for employees who work with hazardous chemicals.

All employers subject to the standard must have a written hazard communication program.

The written program must:

- (1) describe how the criteria specified in the standard will be met for labels and other forms of warning for material safety data sheets and for employee information and training;
- (2) include a list of hazardous chemicals known to be present using the chemical or common name that appears on the appropriate material safety data sheet;
- (3) identify the methods used to inform employees of the hazards of non-routine tasks and those hazards associated with chemicals in unlabeled pipes in their work areas; and
- (4) describe methods used to inform any contractor with employees in the workplace of hazards that may be exposed to and appropriate protective measures.

The written hazard communication program must be made available upon request to employees; designated employee representatives; and authorized representatives of the North Carolina Commissioner of Labor.

This guide is provided to assist employers in developing a written hazard communication program that meets the requirements of paragraph (e) of the standard. Although this guide does not address the specific circumstances in each workplace, it can be adapted to meet the needs of most employers. Advice and assistance in preparing the written program is available from the Bureau of Consultative Services, Division of Occupational Safety and Health, North Carolina Department of Labor, 1101 Mail Service Center, Raleigh, NC 27699-1101, (919) 807-2899.

HAZARD COMMUNICATION PROGRAM

IE Alarm Systems

- I. This program will describe how IE Alarm Systems intends to protect the safety and health of our employees who are exposed to hazardous chemicals in the workplace, and to comply with the provisions of 29 CFR 1910.1200.
- II. Debbie Swanson has been assigned the title of Hazard Communication Program Monitor and is responsible for monitoring all related activities to ensure compliance with both the intent and specifics of this program.

Each supervisor will be held responsible for strict adherence to these policies and will closely monitor all activities involving hazardous chemicals.

Each employee will carefully follow established work practices and promptly report observed or potential problems to supervision.

There is no job at IE Alarm Systems so vital or urgent as to justify the risk of employee overexposure to a hazardous chemical. Ask when in doubt. Proceed with a job only after being satisfied that it is safe for you to do so.

- III. A list of all hazardous chemicals for each workplace has been made and is readily available, upon request, to any employee, working on any shift. It is located at 1175 Center Street
- IV. A Material Safety Data Sheet (MSDS) for each hazardous chemical on the list referenced above is on file at 1175 Center Street
The MSDS for any hazardous chemical is readily available for review by any employee upon request, through their immediate supervisor.
- V. Debbie Swanson is responsible to ensure that the list of hazardous chemicals is kept current and that a current MSDS for each hazardous chemical used is on hand. A chemical that is not shown on the current list will not be ordered without prior coordination with Debbie Swanson
- VI. All containers of hazardous chemicals in each workplace will be conspicuously labeled with the identity of the chemical (same as on the applicable MSDS), and the appropriate hazard warnings. If the chemical is a known or suspected cancer causing agent (carcinogen), or if it is known to affect a specific organ of the body, this information will also be placed on the container label. The person having supervisory responsibility for the storage or use of each hazardous chemical will ensure that such labels are not defaced and that they remain legible at all times.

Debbie Swanson will ensure that an adequate supply of labels is kept on hand and made available to the responsible supervisors.

- VII. Debbie Swanson is responsible for anticipating, as much as possible, the hazards that would be present for non-routine tasks, such as chemical spill or container rupture. Clean-up procedures and proper personal protective equipment shall be considered and adequate training for such tasks shall be addressed.
- VIII. When an outside contractor will be used, it will be the responsibility of Debbie Swanson to advise the contractor of any hazardous chemicals to which their employees may be exposed and the appropriate protective measures to be taken. Conversely, it will be the same person's responsibility to determine if the contractor will be using any hazardous chemicals during this work that would expose IE Alarm Systems employees. Appropriate training and protective measures must be taken in order to protect employees. IE Alarm Systems is to be advised prior to any work being performed by an outside contractor involving hazardous chemicals.
- IX. All employees exposed to any hazardous chemicals will complete an information and training program which includes at least the subjects listed below. New employees must complete similar instruction before initial exposure to any hazardous chemical in the workplace.

Adequate training of all employees exposed to hazardous chemicals will be given by IE Alarm Systems assisted as needed by the Hazard Communication Program Monitor.

Employee information for this program will include:

- (1) The purpose and need for such a program, including the basic concept that gives every employee the right to know about hazardous chemicals with which they work.
- (2) The location and availability of the written Hazard Communication Program, plus the list of hazardous chemicals and their corresponding MSDSs.
- (3) The identity upon request, of any chemical to which the employee is exposed. In the case of a trade secret chemical, the name shown on the MSDS will be provided.

Employee training shall include at least the following:

- (1) Methods and observations used to detect the presence or release of a hazardous chemical in the work area such as monitoring devices, appearance or odor.
 - (2) The physical and health hazards associated with each chemical, as specified in the MSDS.
 - (3) Action that employees can take to protect their own safety and health, including specific procedures that have been established for normal work practices, emergency procedures, and policies on the use of personal protective equipment.
 - (4) Details of the Hazard Communication Program, including an explanation of the labeling system used on in-house containers of hazardous chemicals. Also, details of how employees can obtain and use information contained in the MSDS.
- X. It is the intent of IE Alarm Systems management to protect the safety and health of each employee, our most valuable and valued asset. By following correct procedures, no employee should experience any harmful effects from working with chemicals in their workplace.

HAZARD COMMUNICATION PROGRAM

TRAINING OF EMPLOYEE CHECKLIST

Has the employee been informed of and trained in the following:

	YES	NO
1. <u>Information:</u> Has the employee been informed of the following?	_____	_____
The requirements of this section.	_____	_____
Any operation in the work area where hazardous substances are present, non-routine tasks, and the use of outside contractors.	_____	_____
The location of the written Hazard Communication Program.	_____	_____
Availability of the written program.	_____	_____
Location and availability of hazardous substances list(s).	_____	_____
Location and availability of Material Safety Data Sheets.	_____	_____
2. <u>Training:</u> Has the employee been trained in the following?	_____	_____
Methods and observations that may be used to detect the presence or release of hazardous substances in the work areas.	_____	_____
The physical and health hazards of the substances in the work areas.	_____	_____
How employees can protect themselves from these hazards.	_____	_____
Procedures the employer has implemented for employee protection.	_____	_____
Appropriate work practices.	_____	_____
Emergency procedures.	_____	_____
Personal protective equipment to be used.	_____	_____
Explanation of labeling systems.	_____	_____
Explanation of material safety data sheets.	_____	_____
How employees can obtain and use appropriate hazard information.	_____	_____
Personal hygiene when working with substances.	_____	_____
General first aid for contact with hazardous substances.	_____	_____

Employee Signature, Date

Manager's Signature, Date

HAZARD COMMUNICATION PROGRAM
TRAINING CERTIFICATE

TRAINING ACKNOWLEDGMENT

I have received information on the Hazard Communication Standard 29 CFR 1910.1200/1926.59 and understand how to interpret and to use the labeling systems and Material Safety Data Sheets (MSDSs) that are in use and accessible to me in my work area. I agree to observe and follow the safe work practices as presented to me in the training sessions I attended on _____ at _____.

Employee Signature

Date

The above named employee has been informed and instructed by _____ on work practices, chemical hazards recognition, interpretation and use of chemical labels, MSDSs, the CFR 29, 1910.1200/1926.59 and the location at which these items are accessible to the employee.

Supervisor

Date

EXPLANATION OF TERMS USED ON MATERIAL SAFETY DATA SHEETS

SECTION I

Chemical Name and Synonyms—The product identification. The chemical or generic name of single elements and compounds.

Trade Names and Synonyms—The name under which the product is marketed and the common commercial name of the product.

Chemical Family—Refers to a grouping of chemicals that behave and react with other chemicals in a similar manner.

Formula—The chemical formula or single elements or compounds.

CAS Number—The Chemical Abstracts Service number, if applicable.

EPA—The code number assigned by the Environmental Protection Agency, if applicable.

DOT Classification—The appropriate classification as determined by the regulations of the Office of Hazard Material, Department of Transportation.

SECTION II

Hazardous Ingredients—The major components as well as any minor one(s) having potential for harm that are considered when evaluating the product.

TLV—Threshold Limit Value (TLV) indicates the permissible exposure concentration, a limit established by a government regulatory agency, or an estimate if none has been established.

SECTION III

Physical Data

Boiling Point (°F)—The temperature in degrees fahrenheit at which the substances will boil.

Vapor Pressure—The pressure of saturated vapor above the liquid expressed in mm Hg at 20° C.

Vapor Density—The relative density or weight of a vapor or gas (with no air present) compared with an equal volume of air at ambient temperature.

Solubility in Water—The solubility of a material by weight in water at room temperature. The terms negligible, less than 0.1 percent, 0.1 to 1 percent; moderate 1 to 10 percent, applicable 10 percent or greater.

Appearance and Odor—The general characterization of the material, i.e., powder, colorless liquid, aromatic odor, etc.

Specific Gravity (H₂O=1)—The ratio of the weight of a volume of the material to its weight of an equal volume of water.

Percent, Volatile by Volume (%)—The percent by volume of the material that is considered volatile. (The tendency or ability of a liquid to vaporize.)

Evaporation Rate—The ratios of the time required to evaporate a measured volume of a liquid to the time required to evaporate the same volume of a reference liquid (ethyl ether) under ideal test conditions. The higher the ratio, the slower the evaporation rate.

SECTION IV

Flash Point (Method Used)—The temperature in degrees fahrenheit at which a liquid will give off enough flammable vapor to ignite in the presence of a source of ignition.

SECTION V

Conditions to Avoid—Conditions that, if they exist with the substance present, could cause it to become unstable.

Incompatibility (Materials to Avoid)—Materials that will react with the substance.

Hazardous Decomposition Products—Refers to that reaction that takes place at a rate that releases large amounts of energy. Indicates whether or not it may occur and under what storage

conditions.

SECTION VI

Health Hazard Data—Possible health hazards as derived from human observation, animal studies or from the results of studies with similar products.

Threshold Limit Value (TLV)—The value for airborne toxic material that are to be used as guides in the control of health hazards and represent concentrations to which nearly all workers may be exposed eight hours per day over extended periods of time without adverse effects.

Effects of Overexposure—The effects on or to an individual who has been exposed beyond the specified limits.

Emergency and First-Aid Procedures—Gives first-aid and emergency procedures in case of eye and/or skin contact, ingestion and inhalation.

SECTION VII

Stability—Whether the substance is stable or unstable, an unstable substance is one that will vigorously polymerize, decompose, condense, or will become self-reactive under conditions of shock, pressure, or temperature.

A copy of the form you may want to use to list your hazardous substances by work area follows this page. This information would be based on the initial survey and subsequent hazard determination.

SECTION VIII

Spill or Leak Procedures—Steps to be taken if material is released or spilled. Method and materials to use to clean up or contain.

Waste Disposal Method—Method and type of disposal site to use.

SECTION IX

Special Protection Information

Respiratory Protection—Specific type should be specified, i.e., dust mask, NIOSH-approved cartridge respirator with organic-vapor cartridge.

Ventilation—Type of ventilation recommended, i.e., local exhaust, mechanical, etc.

Protective Gloves—Refers to the glove that should be worn when handling the product, i.e., cotton, rubber.

Eye Protection—Refers to the type of eye protection that is to be worn when handling or around the product.

Flammable Limits—The range of gas or vapor concentration (percent by volume in air) that will burn or explode if an ignition source is present. (Lel) means the lower explosive limits and (Uel) the upper explosive limits given in percent.

Extinguishing Media—Specifies the fire-fighting agent(s) that should be used to extinguish fires.

Special Fire-Fighting Procedures/Unusual Fire and Explosion Hazards—Refer to special procedures required if unusual fire or explosion hazards are involved.

MATERIAL SAFETY DATA SHEETS

**(ATTACH ALL MSDSs, IN ALPHABETICAL ORDER, BEHIND THIS COVER PAGE AND
MAINTAIN AT THE JOB SITE AT ALL TIMES)**

CSB 6/24/05 Rev 1

**COUNTY OF RIVERSIDE
Building Security System and Services
RFQ # DPARC-201**



**ADDENDUM # 1
March 17, 2011**

CERTIFICATION OF RECEIPT OF ADDENDUM

I certify that I have received this addendum on behalf of the company listed below:

Signed: _____ Dated: 04-13-11

Name and Title: Richard Jimenez, General Manager

Company: IE Alarm Systems

COUNTY OF RIVERSIDE
Building Security System and Services
RFQ # DPARC-201



ADDENDUM # 2
April 7, 2011

CERTIFICATION OF RECEIPT OF ADDENDUM

I certify that I have received this addendum on behalf of the company listed below:

Signed: _____ Dated: 04-13-11
Name and Title: Richard Jimenez, General Manager
Company: IE Alarm Systems

EXHIBIT D
LOCAL PREFERENCE
RFP #DPARC-201
Local Business Qualification Affidavit

The County of Riverside Local Business Preference may be applied to this Request for Proposal/Quotation. If you qualify for this preference, please submit this form along with your response to this RFP/Q.

Definition of Local Business

A local business shall mean business firms with fixed offices located within the geographical boundaries of Riverside County, authorized to perform business within the County, and in doing so, credit all sales tax from sales generated within Riverside County to the County, and who provide product or perform contracted work using employees, of whom the majority are physically located in said local offices.

Local businesses" shall have a Riverside County business street address. Post office box numbers, residential addresses, or un-staffed sales offices shall not suffice to establish status as a "local business." To qualify as a "local business" the location must be open and staffed during normal business hours and the business must establish proof that it has been located and doing business in Riverside County for at least (6) six months preceding its certification to the County as a local business.

Additional supporting documentation that may be requested by the County to verify qualification includes:

1. **A copy of their current BOE 531-A and/or BOE 530-C form** (State, Local & District Sales, and Use Tax Return Form). This is what businesses submit to the State Board of Equalization when paying the sales tax to the State of California indicating the amount of the payment to be credited to each jurisdiction (i.e. Counties, Cities).
2. **A current business license** if required for the political jurisdiction the business is located.
3. **Proof of the current business address.** The local business needs to be operating from a functional office that is staffed with the company's employees, during normal business hours.

Business Name: IE Alarm Systems

Physical Address: 1175 Center Street

Phone: 951-686-2029 FAX: 951-686-6318 E-Mail: office@iealarm.com

Length of time at this location: 12 years Number of Company Employees at this address: 9

If less than 6 month, list previous

Riverside County location: _____

Business License # (where applicable): _____ Jurisdiction Highgrove Area (Riverside County)

Hours of Operation: Monday - Friday 8am-4pm

Primary function of this location (i.e., sales, distribution, production, corporate, etc): _____

Sales and Service

Signature of Company Official

Date

Submittal of false data will result in disqualification of local preference and/or doing business with Riverside County.

EXHIBIT A
COST PROPOSAL SHEET

Blueprints and CD will be supplied at the Pre-Bid meeting for the cost proposal.

1. PRODUCT SPECIFICATIONS

These are items that need to be included in the cost proposal sheet, Add any additional lines to the cost as needed

A. Burglar Alarm

Component	Contractors part number/description	Cost per Unit	Estimated Quantity needed	Total cost per component
Motion detectors	Optex RX40PI	35.00	32	1120.00
Control Panel	DMP XR500	400.00	1	400.00
Door Contact	DRCONTACT	12.00	9	108.00
Digital Display keypad for security system arm/disarm	DMP 7060W	115.57	8	924.56
Interior siren	TRI20WD	25.00	0	0.00
Low Voltage wire (per foot cost)	BURG2241KSOLID	.09	33000	2970.00
Glass Breaks				
Card Access reader	HON OP40HON	220.40	4	220.40

B. Panic Alarm

Component	Contractors part number/description	Cost per Unit	Estimated Quantity needed	Total cost per component
Digital Display keypad for security	DMP 7060W	115.57	2	231.14
Interior strobe light and siren for panic alarms	AMSECO SSL401	18.40	6	110.40
64 zone wireless receiver	DMP 1100XHW	125.00	1	125.00
Wireless Repeater	DMP 1100RW	237.40	1	237.40
Commercial wireless holdup button	DMP 1142W	67.00	58	3886.00
Commercial wired holdup button	AMS HUSK20	25.00	0	0.00
Transformer for wireless repeater	DSC PIT1640U	12.00	1	12.00
Low voltage wire (per foot cost)	BURG2241KSOLID	.09	10000	900.00

C. Building Camera System

Component	Contractors part number/description	Cost per Unit	Estimated Quantity needed	Total cost per component
High dynamic resolution LED camera with a high resolution built-in varifocal LED lens.	SAMSCO2080R	360.00	12	4320.00
Covert Camera	SPESW2600AC	175.00	5	875.00
Dome Camera	SAMSCD2080	220.00	14	3080.00
Internal High dynamic resolution camera	SAMSCB3001	450.00	0	0.00
17" LCD Security Monitors	SAMSMT1712	315.00	2	630.00
16 channel DVR system, 1 TB (min.), with a built-in DVD Burner	SAMSRD1610D1TB	1100.00	2	2200.00
Surge protector	MIMMMS362P	18.00	1	18.00
Universal Power Supply	MIMEN400	65.00	1	65.00
Honeywell Rapid Eye DVR with hard drive	HON16R2R1T	5000.00	0	0.00

D. CCTV Systems

Component	Contractors part number/description	Cost per Unit	Estimated Quantity needed	Total cost per component
8 Channel DVR system, 1TB with a 8 channel audio and built-in DVD Burner	SAMSRD830D1T	1030.00	1	1030.00
Audio Monitoring Kit	LOUASK4101KIT	355.50	5	1777.50
24" LCD Security Monitors	SMT2231	980.00	5	4900.00
Surge Protectors	MIMMMS362P	18.00	1	18.00
Universal Power Supply	MIMEN400	65.00	1	65.00

E. Environmental Controls

Component	Contractors part number/description	Cost per Unit	Estimated Quantity needed	Total cost per component
Two zone temperature monitor	WINEA20012	98.71	2	197.42
Moisture surface sensor	WINM0010094	22.50	2	45.00

F. Access Control System

Component	Contractors part number/description	Cost per Unit	Estimated Quantity needed	Total cost per component
WinPak Pro Access Control System	HONWPPE	2460.00	0	0.00
Control Panel enclosure with network	HONPRO22E1EN	2280.00	3	6840.00
Two Reader boards to support card access	HONPRO22R2	600.00	24	14400.00
Proximity Reader Single Gang	HON OP40HON	220.40	45	9918.00
Proximity Reader Double Gang	HID5355AGK11	330.00	0	0.00
Suppressor Kit	HONS4	27.00	45	1215.00
Power supply in enclosure	ALTSMP3ET	90.60	3	271.80
72 hour battery backup	BAT72	64.00	3	192.00
Low Voltage Wire(cost per foot)	ACCE1861KS	.38	23000'	8740.00
	ACCE1821K	.14	23000'	3220.00
Door release button	AMSHUB2SA	25.00	2	50.00

G. Electrified Hardware

Component	Cost per Unit	Estimated Quantity needed	Total cost per component
24 volt HES 9600 Genesis surface mounted electrified strike	370.00	0	0.00
YALE™ Grade 1 storeroom electrified lever Model # SI-AU5491	490.00	33	16170.00
McKinney™ concealed electrified hinge Model# TA 2714 CC 4.5 X 4.5 626	215.00	33	7095.00
YALE™ Grade 1 electrified panic trim Model #SI-AU691F	680.00	3	2040.00
Yale Grade 1 "Square Bolt" panic hardware (Model #7150) with roller strike	1050.00	3	3150.00
YALE™ Grade 1 "electrified" Mortise lock, Model #SI-AUR8895-2	580.00	0	0.00
McKinney™ concealed electrified hinge Model# TA 2714 CC 4.5 X 4.5 626	215.00	0(duplicate above)	0.00
YALE™ Grade 1 storeroom function "electrified" lever, Model #SI-AU5491	490.00	0(duplicate above)	0.00

***Access control system may have to be tied into the Fire Alarm system with a fail safe based on city and/or fire codes.
***Access control system may also need to be tied to ADA accessible door activator

2. SERVICE SPECIFICATIONS

A. Maintenance service

Explain any warranties your company provides, including warranties against defects in material and workmanship. Vendor shall be responsible to examine the current system, and provide maintenance for current system. Please include if a technician or other representative would be available for emergency needs 365 days a year, 24 hours per day.

Quarterly cost of maintenance service for alarm system \$ 300.00

Quarterly cost of maintenance service for, cleaning and adjustment of cameras. \$ 290.00

Labor for installations and for work outside the scope of the maintenance agreement:

Hourly rate: Monday – Friday 7:30am-5:30pm \$ 85.00

Hourly rate: After hours, weekends, holidays \$ 125.00

A. Maintenance service: SEE NEXT PAGE

3. Monitoring

A. Describe your alarm monitoring services. Please provide the location of monitoring service, and hours of monitoring. If the service is subcontracted, please include the name and address of the contractor. List any services provided in monitoring, including high/low temperature, humidity/moisture levels, and AC power loss.

Quarterly cost of alarm intrusion monitoring \$ 75.00

Monitoring: SEE NEXT PAGE

Print name Richard Jimenez

Signature _____ Date _____

Title of Agent/Officer General Manager



Service Specifications

Costs will be itemized on each estimate or job that is sent out with a description and role of the products or services provided. Each estimate or job proposals are reviewed by various personnel in each department to ensure high quality of services, while maintaining high level of integrity and outcomes. Additionally, this process will provide a more accurate estimate, saving the County time and money.

A. Maintenance service

Maintenance agreement after (02) two year warranty expiration includes the following:

1. Annual inspections of installed systems
2. Service labor required to repair or replace equipment
3. Training sessions as requested
4. Unlimited security system user code changes

Maintenance agreement excludes:

1. Service to replace or repair material or equipment caused by accident, vandalism, flood, water, lightning, fire, intrusion, abuse, misuse, any casualty, including electricity, and attempted unauthorized repair service by anyone other than IE Alarm Systems.
2. Cost equipment or materials
3. Service requested outside normal business hours

3. Monitoring

Our Alarm Monitoring Service is provided by a contracted central station. The central station is UL listed #S6067. Monitoring service is provided 24/7 365 day a week.

Monitoring station:
The Command Center
1705 Rimpau Ave
Corona CA 91719

Services include but not limited to:

Fire; Security; Camera monitoring; supervised open/closereporting; temperature; moisture; video verification; AC loss; low battery; auto email/texting;and camera/dvr supervision.



Credentials/Resumes/Certifications/Licenses

The following is a list of project team members including job classification and number of years in the security/alarm systems industry. These members will be responsible for assisting the County for all your needs.:

Richard Jimenez, General Manager

Richard has been employed with IE Alarm Systems for 17 years. Richard is factory trained and certified by Honeywell as an authorized ESG technician. He is also certified by the State of California as a Fire/Life Safety technician. Richard is responsible for administering and providing the services set forth in this RFP. Richard leads physical security system design consisting of access control, CCTV, fire and intrusion alarm. He reviews construction blueprints and performs design take-offs of architectural plans for electronic security systems, technology infrastructures and low voltage systems. Richard also establishes reports from site assessments for final security solutions and design in addition to providing project-specific security, technology and low voltage knowledge. Richard also attends security pre-bid meetings on customer's location.

Debbie Swanson, Office Manager

Debbie has been employed with IE Alarm Systems for 24 years. Debbie is responsible for the coordination and oversight of all office/clerical duties.

William Espinoza, Project Manager

William has been employed with IE Alarm Systems for 9 years. William has been in the security/fire alarm industry for 12 years. William is factory trained and certified by Honeywell as an authorized ESG technician. He is also certified by the State of California as a Fire/Life Safety technician. William started in the industry as an installer and has worked his way up the ladder as Project Manager. William is responsible for, but not limited to overseeing all projects and installations for fire, burglar, surveillance, access control systems in addition to developing technical specification and RFP's for all physical security and low voltage systems.

Kim Molina, Sales & Administration

Kim has been employed with IE Alarm Systems for 4 years. Kim is responsible for sales and administration of all projects.

Raychel Perez, Accounts Receivable

Raychel has been employed with IE Alarm Systems for 3 years. Raychel is responsible for all aspects of billing and accounts receivable.

All of IE Alarm Systems' project team members are licensed by the state of California Bureau of Security and Investigative Services. They have been through extensive training in access control systems and specialize in Honeywell access control systems (ESG).



CERTIFICATE *of* MEMBERSHIP

IE Alarm Systems

is a member in good standing entitled to all rights and privileges of membership and subject to all conditions and objectives as defined in the association bylaws, code of ethics and standards of conduct.

MERLIN J. GUILBEAU
EXECUTIVE DIRECTOR

CHARLES "DOM" D'ASCOLI
PRESIDENT

2011

BUREAU OF SECURITY & INVESTIGATIVE SERVICES
P.O. BOX 989002
WEST SACRAMENTO, CA 95798-9002
(916) 322-4000
Alarm Company Employee

STATE OF CALIFORNIA
DCB
DEPARTMENT OF COMMERCE SYSTEMS

RAYCHEL ANNETTE PEREZ
P.O. BOX 55
RIVERSIDE CA 92507

Registration: ACE 91736 Expiration: 06/30/11

Additional Permit Required To Carry Firearm

Signature: Raychel Perez RECEIPT NO. 0000000



BUREAU OF SECURITY & INVESTIGATIVE SERVICES
P.O. BOX 989002
WEST SACRAMENTO, CA 95798-9002
(916) 322-4000

DCS
Department of Consumer Services


Alarm Company Employee

WILLIAM LEWIS ESPINOZA JR
7635 STONEY CREEK CT.
HIGHLAND CA 92346

Registration: ACE 73178 Expiration: 05/31/12

Additional Permit Required To Carry Firearm

Signature *[Handwritten Signature]* RECEIPT NO. 00000000



BUREAU OF SECURITY & INVESTIGATIVE SERVICES
P.O. BOX 989002
WEST SACRAMENTO, CA 95798-9002
(916) 322-4000



Alarm Company Employee



RICHARD ANTHONY JIMENEZ
235 E BELMONT AVE
RIALTO CA 92377

Registration: ACE 91733 Expiration: 06/30/11

Additional Permit Required To Carry Firearm

Signature


RECEIPT NO.


BUREAU OF SECURITY & INVESTIGATIVE SERVICES
P.O. BOX 989002
WEST SACRAMENTO, CA 95798-9002
(916) 322-4000
Alarm Company Employee

KIM MOLINA
PO BOX 191
LAKE ELSINORE CA 92531

Registration: ACE 88762 Expiration: 05/31/12

Additional Permit Required To Carry Firearm

Signature  RECEIPT NO.
07500113





References

County of Riverside – Assessor Clerk Recorder
Riverside, CA
951-486-7404

Contact: Marcie Garberoglio

- Project: Gateway Facility Riverside, CA
- Dates of work performed: 06/09 - present
- Description of work: Installed Honeywell access control systems including control panel, numerous readers and programming of prox cards and/or keyfobs

County of Riverside - EDA
Riverside, CA
951-955-3171

Contact: Kevin Dunlap

- Project: Murrieta Workforce Development, CA
- Dates of work performed: 04/09 - present
- Description of work: Installed camera system, burglar alarm system, and Honeywell access control systems including control panel, numerous readers and programming of prox cards and/or keyfobs

IEHP

San Bernardino, CA 92408
909-890-2064

Contact: John Mullhern

- Project: IEHP Bldg 2 San Bernardino, CA
- Dates of work performed: 12/05 - present
- Description of work: Installed access control systems including control panel, numerous readers and programming of prox cards and/or keyfobs.

City of San Bernardino
San Bernardino, CA 92408
909-384-5244

Contact: Tony Frossard

- Project: City Hall San Bernardino, CA
- Dates of work performed: 1/05 - present
- Description of work: Installed access control systems including control panel, numerous readers and programming of prox cards and/or keyfobs. Upgraded cameras and camera system.

Honeywell Access Systems

135 W. Forest Hill Avenue
Oak Creek, WI 53154
800 323 4576
www.honeywellaccess.com

January 28, 2011

Mr. Richard Jimenez
IE Alarms
1175 Center St.
Riverside, CA
92507-1023

Dear Mr. Jimenez,

This letter shall certify that DC Electronics Two, Inc.dba IE Alarm Systems is a fully authorized and certified integrator of Honeywell Access Systems products, including but not limited to Winpak Pro.

Please feel free to share this letter with any of your clientele or within your proposal as proof as such.

DC Electronics II has been a certified dealer in good standing of our products since the early 1990's.

If you or your clients have further questions please feel free to have them contact me.

Sincerely,

Jack S. Andruszkiewicz
Regional Sales Manager, Southwest
cell/office (619) 818-5768
jack.andruszkiewicz@honeywell.com



Bureau of Security and Investigative Services
P.O. BOX 989002
West Sacramento, CA 95798-9002
(916) 322-4000

ALARM COMPANY OPERATOR

LICENSE NO. ACO 4343
RECEIPT NO. 02500349

VALID UNTIL FEBRUARY 29, 2012

In accordance with the provisions of Division 3, Chapter 11.6 of the Business and Professions Code, the company named hereon is issued an Alarm Company Operator License Renewal.

IE ALARM SYSTEMS
1175 W. CENTER ST
RIVERSIDE CA 92507

/27/10

/27/10

----- NON-TRANSFERABLE --- POST IN PUBLIC VIEW -----

WPIACO 02/29/08

STATE OF CALIFORNIA

Contractors State License Board

Pursuant to Chapter 9 of Division 3 of the Business and Professions Code and the Rules and Regulations of the Contractors State License Board, the Registrar of Contractors does hereby issue this license to:

D C ELECTRONISS TWO INC
dba IE ALARM SYSTEMS

License Number 670389

to engage in the business or act in the capacity of a contractor in the following classification(s):

C-7 - LOW VOLTAGE SYSTEMS
C10 - ELECTRICAL

Witness my hand and seal this day,
August 21, 2009

Issued April 29, 1993

CERTIFIED COPY


James Miller
Board Chair



Stephen P. Sands
Registrar of Contractors

This license is the property of the Registrar of Contractors. It is not transferable, and shall be returned to the Registrar upon demand when suspended, revoked, or invalidated for any reason. It becomes void if not renewed.



State Of California
CONTRACTORS STATE LICENSE BOARD
ACTIVE LICENSE



License Number

670389

Entity **CORP**

Business Name

**D C ELECTRONICS TWO INC DBA
IE ALARM SYSTEMS**

Classification(s)

C-7 C10

Expiration Date

04/30/2013

www.csib.ca.gov



BUSINESS REGISTRATION

RIVERSIDE COUNTY

The person, firm or corporation named below is granted this registration certificate pursuant to the provisions of RIVERSIDE COUNTY Ordinance 857. Issuance of certificate is not an endorsement, nor certification of compliance with other ordinances or laws, nor an assurance that the proposed use is in conformance with the county zoning regulations. This certificate is issued without verification that the taxpayer is subject to or exempt from licensing by the State of California.

Business Name: D C Electronics Two Inc
Business Location: 1175 Center St
Riverside, CA 92507-1023

BUSINESS LICENSE #: 004256
Business Type: 00019
Description: Electronics Store (No Marijuana)

1st Owner Name: D C Electronics Two Inc
2nd Owner Name:

Effective Date: May 05, 2010
Expiration Date: May 01, 2011

D C ELECTRONICS TWO INC
1175 CENTER ST
RIVERSIDE, CA 92507

TO BE POSTED IN A CONSPICUOUS PLACE

NOT TRANSFERABLE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/15/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Rick Gombar Insurance Services, Inc CA License #0C97578 3387 Blair Dr. Los Angeles CA 90068		CONTACT NAME: PHONE (A/C, No, Ext): (323)845-9541 FAX (A/C, No): (323)845-9917 E-MAIL ADDRESS: PRODUCER ID #: 00002124 CUSTOMER ID #:	
INSURED D C Electronics Two, Inc., DBA: IE Alarm Systems 1175 West Center Street Riverside CA 92507		INSURER(S) AFFORDING COVERAGE INSURER A: First Mercury Ins Co NAIC # 10657 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER: CL10121514204** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		FMMI0151594	12/10/2010	12/10/2011	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Errors & Omissions GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB					EACH OCCURRENCE \$
	EXCESS LIAB					AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					W/C STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER Proof of Insurance XXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXX	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Rick Gombar/AARONA <i>Rick Gombar</i>



P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 06-01-2010

GROUP: 000713
 POLICY NUMBER: 0026501-2009
 CERTIFICATE ID: 31
 CERTIFICATE EXPIRES: 06-01-2011
 06-01-2010/06-01-2011

CONTRACTORS STATE LICENSE BOARD
 WORKERS' COMPENSATION UNIT
 PO BOX 26000
 SACRAMENTO CA 95826-0026

SK

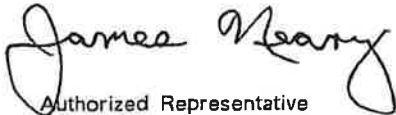
LIC PERMIT#: 670389
 INCEPTION DATE: 06-01-2010
 DO: SK

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.


 Authorized Representative



Interim President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 06-01-2008 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

D.C. ELECTRONICS TWO, INC. (A CORP)
 1175 CENTER ST
 RIVERSIDE CA 92507

SK

BUSINESS ENTERPRISE CERTIFICATE

D. C. ELECTRONICS TWO, INC.

1175 W. CENTER STREET
RIVERSIDE, CA 92507

Owner : UTANA L. DEL VALLE

Business Structure : CORPORATION

Programs: STATE WOMEN BUSINESS ENTERPRISE

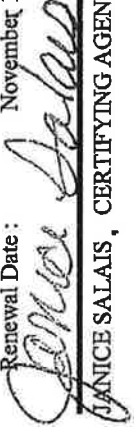
This certificate acknowledges that said firm is approved by the California Department of Transportation as a State Minority Business Enterprise or State Women Business Enterprise (or in some cases both) in accordance with Assembly Bill Number 486, Chapter 1329 and the California Public Code, Chapter 2.5 (commencing with Section 2050), for the following NAICS codes:

- * 561621 Security Systems Services (except Locksmiths)
- 423610 Electrical Apparatus and Equipment, Wiring Supplies, and Related Equipment Merchant Who
- 541618 Other Management Consulting Services
- 517910 Other Telecommunications
- 561499 All Other Business Support Services

* Indicates primary NAICS code

CERTIFYING AGENCY:
DEPARTMENT OF TRANSPORTATION
1823 14TH STREET, MS 79
SACRAMENTO, CA 95814 0000
(916) 324-1700

Firm Number : 22813
Renewal Date : November 1, 2009


JANICE SALAIS, CERTIFYING AGENCY REPRESENTATIVE

October 9, 2007



Underwriters Laboratories Inc.®

Northbrook, IL San Jose, CA
Melville, NY

A not-for-profit organization dedicated to public safety
and committed to quality service

Applicant ID No: 476552-001
Service Center No 1
Expires: 31-MAR-2012

CERTIFICATE OF COMPLIANCE

THIS IS TO CERTIFY that the Alarm Service Company indicated below is included by Underwriters Laboratories Inc. (UL) in its Product Directories as eligible to use the UL Listing Mark in connection with Certificated Alarm Systems. The only evidence of compliance with UL's requirements is the issuance of a UL Certificate for the Alarm System and the Certificate is current under UL's Certificate Verification Service. This Certificate does not apply in any way to the communication channel between the protected property and any facility that monitors signals from the protected property unless the use of a UL listed or Classified Alarm Transport Company is specified on the Certificate.

Listed Service From: **RIVERSIDE, CA**

Alarm Service Company: (476552-001)

**D C ELECTRONICS TWO INC
1175 W CENTER ST
RIVERSIDE CA 92507**

Service Center: (476552-001)

**D C ELECTRONICS TWO INC
1175 W CENTER ST
RIVERSIDE CA 92507**

The Alarm Service Company is Listed in the following Certificate Service Categories:

<u>File - Vol No.</u>	<u>CCN</u>	<u>Listing Category</u>
S9024 - 1	UUFX	[Signal and Fire Alarm Equipment and Services] (Protective Signaling Services) Central Station

THIS CERTIFICATE EXPIRES ON 31-MAR-2012

"LOOK FOR THE UL ALARM SYSTEM CERTIFICATE"


Engineering Manager
31-MAR-2011



Clarification, Exceptions, or Deviations

Clarification:

- 1 Sample estimate does not include hardware. The plans provided do not show what type of hardware is required for each door. However, we have listed all hardware pricing on the Cost Proposal Sheet.

- 2 IE Alarm Systems maintains a C-7 and C-10 license. The RFP also requests a C-28 for access control. According to the California State License Board Title 16, Division 8, Article 3 *“A communication and low voltage contractor installs, services and maintains all types of communication and low voltage systems which are energy limited and do not exceed 91 volts. These systems include, but are not limited to telephone systems, sound systems, cable television systems, closed-circuit video systems, satellite dish antennas, instrumentation and temperature controls, and low voltage landscape lighting. Low voltage fire alarm systems are specifically not included in this section.”* Access control systems fall within this classification.

IE Alarm Systems does not have any exceptions or deviations to the scope of work set forth in this RFP.



Estimate
2078

Bill To: Riverside County DPSS Lake Elsinore - TAMD 1400 Minthorn Ave. Lake Elsinore, CA 92530	Work Location: Riverside County DPSS Lake Elsinore - TAMD 1400 Minthorn Ave. Lake Elsinore, CA 92530
--	--

Project: Security Systems Install **Estimate Date:** 4/12/11

Estimate #: 2078 **Acct#:** 591198

Qty	Part #	Manufacturer	Description	Price	Tax	Amount
3.00	OPTRX4010PK	Optex	Motion Detector 10 pack	\$186.65	\$49.00	\$608.95
2.00	OPTRX40PI	Optex	40'x40' Pet Immune PIR	\$35.00	\$6.13	\$76.13
1.00	DMPXR500L-G	DMP	Security Control Panel	\$400.00	\$35.00	\$435.00
9.00	DRCONTACT	MISC	Door Contact	\$12.00	\$9.45	\$117.45
8.00	DMP7060-W	DMP	Keypad, LCD Display, White	\$115.57	\$80.90	\$1,005.46
49.00	HONOP40HON	Honeywell	Prox Reader (Single Gang)	\$220.40	\$944.97	\$11,744.57
6.00	AMSSL401B	Amseco	Blue Beacon	\$18.40	\$9.66	\$120.06
1.00	DMP1100XH-W	DMP	Wireless High Power RCVR FOR XR100 AND 500	\$125.00	\$10.94	\$135.94
1.00	DMP1100RW	DMP	Wireless Repeater	\$237.40	\$20.77	\$258.17
58.00	DMP1142W	DMP	RF 2 Button Hold up Transmitter	\$67.00	\$340.03	\$4,226.03
12.00	SAMSCO2080R	Samsung	Outdoor Bullet IR Camera	\$360.00	\$378.00	\$4,698.00
1.00	DSCPIT1640U	DSC	Power Transformer	\$12.00	\$1.05	\$13.05
5.00	SPESW2600AC	Sperrywest	Motion Detector Color Camera	\$175.00	\$76.56	\$951.56
14.00	SAMSCD2080	Samsung	Color Dome Camera 3-8mm	\$220.00	\$269.50	\$3,349.50
1.00	SAMSRD1610D1T	Samsung	16 Channel DVR 1TB 60FPS	\$1,100.00	\$96.25	\$1,196.25
2.00	MINMMS362P	Minute Man	Surge Protector	\$18.00	\$3.15	\$39.15
8.00	SAMSMT1712	Samsung	LCD VGA Monitor 17"	\$315.00	\$220.50	\$2,740.50
1.00	SAM-SRD830D1T	Samsung	8 Channel DVR /w Audio 1TB	\$1,030.00	\$90.13	\$1,120.13
5.00	LOUASK4KIT101	Louroe	Audio Monitoring Kit	\$355.50	\$155.53	\$1,933.03
2.00	WINEA20012	Winland	2 Zone Temperature Monitor	\$98.71	\$17.27	\$214.69
2.00	WINM0010094	Winland	Waterbug Sensor	\$22.50	\$3.94	\$48.94
3.00	HONPRO22E1EN	Honeywell	Enclosure w/Network	\$2,280.00	\$598.50	\$7,438.50
24.00	HONPRO22R2	Honeywell	Two Reader Board	\$600.00	1,260.00	\$15,660.00
3.00	ALTSMP3ET	Altronix	Power Supply with Enclosure and Trans	\$90.60	\$23.78	\$295.58
3.00	BAT72	DCPART	72 Hour Battery Backup	\$64.00	\$16.80	\$208.80
2.00	AMSHUB2SA	USP	Door Release Button	\$25.00	\$4.38	\$54.38
20.00	ACCE1861KS	Wire	18/6 Shielded 1000'	\$380.00	\$665.00	\$8,265.00
20.00	ACCE1821K	Wire	18/2 Strnd Gray 1000'	\$140.00	\$245.00	\$3,045.00
43.00	BURG2241KSOLIC	Wire	22/4 1000' White Solid	\$90.00	\$338.63	\$4,208.63
25.00	CAMESIAM1K	Wire	RG59 /w 18/2 Black 1000'	\$160.00	\$350.00	\$4,350.00
500.00		Installation	Hour Install rate	\$85.00	\$0.00	\$42,500.00

Subtotal: \$114,737.63
Tax: \$6,320.82
Total: \$121,058.45



Estimate
2078

Bill To:

Riverside County DPSS Lake Elsinore - TAMD
1400 Minthorn Ave.
Lake Elsinore, CA 92530

Work Location:

Riverside County DPSS Lake Elsinore - TAMD
1400 Minthorn Ave.
Lake Elsinore, CA 92530

Sample estimate details all items we are to provide and install.
Sample estimate does not include hardware. The plans provided do not show what type of hardware is required for each door. However, we have listed all hardware pricing on the Cost Proposal Sheet.

Pricing and quantities are based on plans provided for bid purposes
IE Alarm Systems bids this project per RFP#DPARC-201
System includes a (02) year warranty on all parts and labor

Maintenance agreement after (02) two year warranty expiration includes the following:

1. Annual inspections of installed systems
2. Service labor required to repair or replace equipment
3. Training sessions as requested
4. Unlimited security system user code changes

Maintenance agreement excludes:

1. Service to replace or repair material or equipment caused by accident, vandalism, flood, water, lightning, fire, intrusion, abuse, misuse, any casualty, including electricity, and attempted unauthorized repair service by anyone other than IE Alarm Systems.
2. Cost equipment or materials
3. Service requested outside normal business hours

Accepted by: _____ Date / / Title: _____

To pay by Visa or Mastercard:

Name on Card _____ Card # _____ Exp _____

This quotation is based on our best assessment and understanding of the needs for this project. Additional items, devices, or controls that may be required should be considered an extra unless specifically agreed to in writing. This quotation includes only those devices listed and services listed above. Troubleshooting of existing problems and problems associated with the installation activities by others will be billed at the current rate of troubleshooting. This quotation is valid for 30 days.

PRODUCT Specifications'

A. Burglar Alarm

Component	Contractors part number/description	Cost per Unit	Estimated Quantity needed	Total cost per component
Motion detectors	Optex RX40 PI	35	32	1120
Control Panel	DMP XR500	400	1	400
Door Contact	DRCONTACT	12	9	108
Digital Display keypad for security system arm/disarm	DMP 7060W	115.57	8	924.56
Interior siren	TRI20WD	25	0	0
Low Voltage wire (per foot cost)	BRUG2241KSOLID	0.09	33000	2970
Glass Breaks				
Card Access reader	HON OP40HON	220.4	4	881.6

B. Panic Alarm

Component	Contractors part number/description	Cost per Unit	Estimated Quantity needed	Total cost per component
Digital Display keypad for security	DMP 7060 W	115.57	2	231.14
Interior strobe light and siren for panic alarms	AMSECO SSL401	18.4	6	110.4
64 zone wireless receiver	DMP 1100XHW	125	1	125
Wireless Repeater	DMP 1100RW	237.4	1	237.4
Commercial wireless holdup button	DMP 1142W	67	58	3886
Commercial wired holdup button	AMS HUSK20	25	0	0
Transformer for wireless repeater	DSC PIT164OU	12	1	12
Low voltage wire (per foot cost)	BURG224KSOLID	0.09	10000	900

C. Building Camera System

Component	Contractors part number/description	Cost per Unit	Estimated Quantity needed	Total cost per component
High dynamic resolution LED camera with a high resolution built-in varifocal LED lens.	SAMSC02080R	360	12	4320
Covert Camera	SPESW2600AC	175	5	875
Dome Camera	SAMSCD2080	220	14	3080
Internal High dynamic resolution camera	SAMSCB3001	450	0	0
17" LCD Security Monitors	SAMSMT1712	315	2	630
16 channel DVR system, 1 TB (min.), with a built-in DVD Burner	SAMSRD1610D1TB	1100	2	2200
Surge protector	MIMMMS362P	18	1	18
Universal Power Supply	MIMEN400	65	1	65
Honeywell Rapid Eye DVR with hard drive	HON16R2RIT	5000	0	0

D. CCTV Systems

Component	Contractors part number/description	Cost per Unit	Estimated Quantity needed	Total cost per component
8 Channel DVR system, 1TB with a 8 channel audio and built-in DVD Burner	SAMSRD830D1T	1030	1	1030
Audio Monitoring Kit	LOUASK4101KIT	355.5	5	1777.5
24" LCD Security Monitors	SMT2231	980	5	4900
Surge Protectors	MIMMMS362P	18	1	18
Universal Power Supply	MIMEN400	65	1	65

E. Environmental Controls

Component	Contractors part number/description	Cost per Unit	Estimated Quantity needed	Total cost per component
Two zone temperature monitor	WINEA20012	98.71	2	197.42
Moisture surface sensor	WINM0010094	22.5	2	45

F. Access Control System

Component	Contractors part number/description	Cost per Unit	Estimated Quantity needed	Total cost per component
WinPak Pro Access Control System	HONWPPE	2460.00	0	0.00
Control Panel enclosure with network	HONPRO22E1EN	2280.00	3	6840.00
Two Reader boards to support card access	HONPRO22R2	600.00	24	14400.00
Proximity Reader Single Gang	HON OP40HON	220.40	45	9918.00
Proximity Reader Double Gang	HID5355AGK11	330.00	0	0.00
Suppressor Kit	HONS4	27.00	45	1215.00
Power supply in enclosure	ALTSMP3ET	90.60	3	271.80
72 hour battery backup	BAT72	64.00	3	192.00
Low Voltage Wire(cost per foot)	ACCE1861KS	.38	23000'	8740.00
	ACCE1821K	.14	23000'	3222.00
Door release button	AMSHUB2SA	25.00	2	50.00

G. Electrified Hardware

Component	Cost per Unit	Estimated Quantity needed	Total cost per component
24 volt HES 9600 Genesis surface mounted electrified strike	370.00	0	0.00
YALE™ Grade 1 storeroom electrified lever Model # SI-AU5491	490.00	33.00	16170.00
McKinney™ concealed electrified hinge Model# TA 2714 CC 4.5 X 4.5 626	215.00	33.00	7095.00
YALE™ Grade 1 electrified panic trim Model #SI-AU691F	680.00	3.00	2040.00
Yale Grade 1 "Square Bolt" panic hardware (Model #7150) with roller strike	1050.00	3.00	3150.00
YALE™ Grade 1 "electrified" Mortise lock, Model #SI-AUR8895-2	580.00	0	0.00
McKinney™ concealed electrified hinge Model# TA 2714 CC 4.5 X 4.5 626	215.00	0 (duplicate above)	0.00
YALE™ Grade 1 storeroom function "electrified" lever, Model #SI-AU5491	490.00	0 (duplicate above)	0.00

F. Estimates

For all estimates Contractor shall provide the following:

- a. Scope of work
- b. Cost breakdown of materials
- c. Installation-provide number of technicians and hours

***Access control system may have to be tied into the Fire Alarm system with a fail safe based on city and/or fire codes.

***Access control system may also need to be tied to ADA accessible door activator

2. SERVICE SPECIFICATIONS

A. Maintenance service

Vendor shall be responsible to examine the current system, and provide maintenance for current system.

Quarterly cost of maintenance service for alarm system	\$ 300.00
Quarterly cost of maintenance service <i>for, cleaning and adjustment of cameras.</i>	\$ 290.00
Labor for installations and for work outside the scope of the maintenance agreement:	
Hourly rate: Monday – Friday 7:30am-5:30pm	\$ 85.00
Hourly rate: After hours, weekends, holidays	\$ 125.00

B. Monitoring

Quarterly cost of alarm intrusion monitoring	\$ 75.00
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Service Specifications

Costs will be itemized on each estimate or job that is sent out with a description and role of the products or services provided. Each estimate or job proposals are reviewed by various personnel in each department to ensure high quality of services, while maintaining high level of integrity and outcomes. Additionally, this process will provide a more accurate estimate, saving the County time and money.

A. Maintenance service Maintenance agreement after (02) two year warranty expiration includes the following:

1. Annual inspections of installed systems
2. Service labor required to repair or replace equipment
3. Training sessions as requested
4. Unlimited security system user code changes

Maintenance agreement excludes:

1. Service to replace or repair material or equipment caused by accident, vandalism, flood, water, lightning, fire, intrusion, abuse, misuse, any casualty, including electricity, and attempted unauthorized repair service by anyone other than IE Alarm Systems.
2. Cost equipment or materials
3. Service requested outside normal business hours
3. Monitoring Our Alarm Monitoring Service is provided by a contracted central station. The central station is UL listed #S6067. Monitoring service is provided 24/7 365 day a week.
Monitoring station: The Command Center 1705 Rimpau Ave, Corona CA 91719

Services include but not limited to: Fire; Security; Camera monitoring; supervised open, close reporting; temperature; moisture; video verification; AC loss; low battery; auto email, texting; and camera, dvr supervision.

Attachment C
HIPAA Business Associate Addendum to the Agreement
Between the County of Riverside
and
IE Alarm Systems

This HIPAA Business Associate Agreement Addendum (“Addendum”) supplements, and is made part of the Agreement for Services (the “Underlying Agreement”) between the COUNTY OF RIVERSIDE (“County”) and IE Alarm Systems (“Contractor”) as of the date of approval by both parties (the date of execution).

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:
 - (i) Hold such PHI and/or ePHI in confidence and use or further disclose it only for 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 or 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.
 - E. Require sub-contractors or agents to whom Contractor provides PHI and/or ePHI to agree to 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 event there is a conflict between this indemnification clause and an indemnification clause contained 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: 

By: _____

Date: 12.15.11

Date: _____

FORM APPROVED COUNTY COUNSEL
BY: 
NEAL R. KIPNIS DATE 11/2/11