

4/26/11

Bid Summary

TO: Pamela J. Walls
County Counsel

PROJECT: Hall of Justice Security Card Reader

FROM: Jane Jennings 955-8092
Clerk of the Board

BID DATE: 4/07/2011

BID TIME: 10:00 a.m.

Project Mgr: Sergio Penia - EDA
(951) 955-955-2809

ITEM/DATE: 3.11 of 1/25/2011

(PLEASE REFER ALL QUESTIONS TO THE PROJECT MANAGER)

CONTRACTORS

BID AMOUNT

Sierra Group
560 Riverdale Dr.
Glendale, CA 91204
(818) 637-2888

Base Bid: \$ 403,343.41
 Alternate 1: \$ + 77,501.41
 Alternate 2: \$ + 44,185.31
 Alternate 3: \$ + 22,494.31
 Alternate 4: (no alternate #4 listed)
 Total: \$ 547,524.44

Stanley Security Solutions
783 Palmyrita Avenue, Suite E
Riverside, CA 92507
(951) 315-1815

Base Bid: \$ 413,890.00
 Alternate 1: \$ + 77,435.00
 Alternate 2: \$ + 43,875.00
 Alternate 3: \$ + 18,140.00
 Alternate 4: \$ + 28,947.00
 Total: \$ 582,287.00

SDA Security
2054 State Street
San Diego, CA 92101
(800) 894-1144

Total Bid: \$ 490,000.00
 Alternate 1: \$ + 60,856.00
 Alternate 2: \$ + 33,964.00
 Alternate 3: \$ + 15,445.00
 Alternate 4: \$ + 12,073.00
 Total: \$ 612,338.00

West Corporation
P.O. Box 414
Cayucos, CA 93430
(805) 772-2863

Base Bid: \$ 528,182.00
 Alternate 1: \$ + 95,810.00
 Alternate 2: \$ + 61,120.00
 Alternate 3: \$ + 25,621.00
 Alternate 4: \$ + 26,145.00
 Total: \$ 736,878.00

Apple Valley Communications
21845 U.S. Hwy 18
Apple Valley, CA 92307
(760) 247-2668

Base Bid: \$ 461,185.00
 Alternate 1: \$ + 75,679.00
 Alternate 2: \$ + 51,739.00
 Alternate 3: \$ + 26,099.00
 Alternate 4: \$ + 130,053.00
 Total: \$ 744,755.00

RECEIVED

APR 12 2011

COUNTY COUNSEL
TO

1/25/2011 3.11

MLU

CONTRACTORS

BID AMOUNT

Protection One Alarm Monitoring, Inc.
1035 N. 3rd Street, Suite 101
Lawrence, KS 66044
(951) 782-6918

Base Bid:	\$ 459,089.22
Alternate 1:	\$ + 81,927.21
Alternate 2:	\$ +46,129.06
Alternate 3:	\$ +18,661.18
Alternate 4:	\$ <u>505,000.00</u> alt to base bid
Total:	\$ 1,110,807.00
	\$ 651,717.00 sum of bid with Alt 4 as base bid



MEMORANDUM

RIVERSIDE COUNTY COUNSEL

CONFIDENTIAL
ATTORNEY-CLIENT PRIVILEGE

DATE: April 26, 2011
TO: Jane Jennings
Clerk of the Board
FROM: Marsha L. Victor
Principal Deputy County Counsel
RE: Bid Summary for Hall of Justice Security Card Reader

The six bids submitted for the above referenced project have been reviewed by this office. The bids are as shown in your summary of bids.

A bid protest was filed by SDA Security regarding the bids submitted by Sierra Group and Stanley Security Solutions. Those bids and the protest will be reviewed and an opinion provided to EDA/Project Management as the bidding department.

All bids submitted are returned herewith.

A handwritten signature in blue ink, appearing to read "Sergio Pena".

MLV/tr

cc: Sergio Pena
EDA/Project Management

Enclosures



Sierra Group

560 Riverdale Drive
Glendale, CA 91204
t 818.637.2888
f 818.637.2111
www.callsierra.com
License #749452 ACOL #5382

County of Riverside

HALL OF JUSTICE AND LARSEN JUSTICE CENTER SECURITY CARD READER

To be delivered to:

Clerk of the Board of Supervisors
1st Floor
County Administrative Center
4080 Lemon Street
Riverside, CA 92501

Public opening
Thursday, April 7th, 2011
10:00 AM

Prepared by

Sierra Group
Electronic Security Division
(818) 637-2888

CONTRACTOR'S PROPOSAL

TO THE GOVERNING BOARD OF THE COUNTY OF RIVERSIDE:

Date: April 4, 2011

Bidder: Sierra Group

The undersigned, having carefully examined the proposed site and the Plans and Specifications, the Notice Inviting Bids, the Instructions to Bidders, the Agreement Form, the Bond Forms, the General Conditions for the Construction of the **HALL OF JUSTICE AND LARSEN JUSTICE CENTER SECURITY CARD READER** project, hereby proposes and agrees to furnish all tools, equipment, services, apparatus, facilities, transportation, labor and materials necessary to complete the work in strict conformity with the Plans and Specifications, including all work specified in Addenda numbered and dated:

Addendum No. 1 Date 3/24/2011

Addendum No. 2 Date 3/29/2011

Addendum No. 3 Date 4/4/2011

For the total Base Bid \$403,343.41 dollars (\$ \$403,343.41), including all applicable taxes, permits, and licenses.

		(Add or Deduct state which)
Alternate 1	\$ <u>77,501.41</u>	<u>Add</u>
Alternate 2	\$ <u>44,185.31</u>	<u>Add</u>
Alternate 3	\$ <u>22,494.31</u>	<u>Add</u>
Alternate 4	\$ _____	_____


Bids must be submitted on all items. Failure to bid on all items may result in the bid being rejected as non-responsive. The basis for award will be the qualified bidder with the lowest total of the Base Bid and all alternates. Alternates may be awarded in any order after determination of the lowest responsible and responsive bidder.

AWARD OF CONTRACT

The undersigned fully understands that a Contract is formed upon the acceptance of this Proposal by the Owner and the undersigned further agrees that upon request he will promptly execute and deliver to Owner a written memorial of the Contract together with the required Payment and Performance Bonds and proof of insurance.

BID GUARANTEE

The enclosed certified or cashier's check or bidder's bond on approved form, made payable to the Owner in the amount of ten percent of the total bid submitted herewith, is hereby given as a guarantee that the bidder will execute and deliver the above mentioned written memorial and required bonds and Insurance if awarded the contract, and in the event that the undersigned fails or refuses to execute and deliver said documents, such check or bond is to be charged with the costs of the damages experienced by the Owner as a result of such failure or refusal, including but not limited to publication costs, the difference in money between the amount of the bid of the said principal and the amount for which obligee may legally contract with another party to perform the said work if such amount be in excess of the former, building lease or rental costs, transportation costs and additional salary costs that result from the delay due to the principal's default on the awarded contract. In no event, however, shall the Surety's liability exceed the penal sum hereof.

Name of Bidder: Sierra Group
Type of Organization: General Contractor
Signed By: 
Title of Signer: President / CEO
Address of Bidder: 560 Riverdale Drive
Glendale, CA 91204
Telephone No.: (818) 637-2888
Contractor's License No.: 749452
Classification: B / C10 / C7 Expiration Date: 5/31/2012



LICENSURE STATEMENTS ARE MADE UNDER PENALTY OF PERJURY

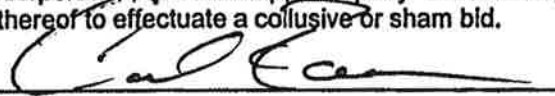
If bidder is a corporation, and signer is not President or Secretary, attach a certified copy of By-Laws or resolution authorizing execution. If bidder is a corporation, affix corporate seal. If signer is an agent, attach Power of Attorney. If bidder is not an individual, list names of other persons authorized to bind the organization.

**NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND
SUBMITTED WITH BID**

State of California) ss.
County of Riverside)

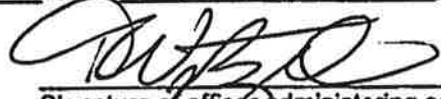
Carl Frommer, being first duly sworn, deposes and
says:

That he or she is President / CEO of
Sierra Group
the party making the foregoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.



Signature

Subscribed and sworn to before me this 6th day of April, 2011.



Signature of officer administering oath

**CONTRACTOR'S CERTIFICATE
REGARDING WORKERS' COMPENSATION**

Labor Code Section 3700

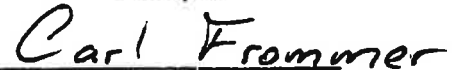
Every employer, except the State and all political subdivisions or institutions thereof, shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations, a Certificate of Consent to Self-Insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of this Contract.



Principal



Principal

President / CEO

Title

(In accordance with Article 5 [commencing at Section 1860], Chapter, Part 7, Division 2 of the Labor Code, the above Certificate must be signed and filed with the Owner prior to performing any work under this Contract.)

BID BOND

KNOWN TO ALL MEN BY THESE PRESENTS, that we, the undersigned Next Venture, Inc. DBA: Sierra Group, as Principal; and Indemnity Company*, as Surety, are hereby held and firmly bound unto the County of Riverside, hereinafter called the "Owner", in the sum of Ten Percent of the greatest amount Bid Dollars (\$ 10% G.A.B.) for the payment of such sum, well and truly to be made, do hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

WHEREAS, the said Principal is herewith submitting its Proposal for the **HALL OF JUSTICE AND LARSEN JUSTICE CENTER SECURITY CARD READER** project.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the aforesaid Principal shall be awarded the Contract upon said Proposal and shall, within the required number of days after the notice of such award, execute a written memorial of the awarded Contract and submit the required Labor and Material Payment and faithful Performance Bond and proof of Insurance, then this obligation shall be null and void; and in the event that the Principal fails and/or refuses to execute and deliver said documents this Bond will be charged with the costs of the damages experienced by the Owner as a result of such refusal, including but not limited to, publication cost, the difference in money between the amount of the bid of the said Principal and the amount for which the obligee may legally contract with another party to perform the said work if such amount be in excess of the former; building lease or rental costs, transportation cost, and additional salary costs that result from the delay due to the Principal's default on the awarded Contract. In no event however, shall the Surety's liability exceed the penal sum hereof.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their separate seals this 4th day of April, 2011, the name and corporate seal of each corporate party being hereto affixed and those present duly signed by its undersigned representative, pursuant to authority of its governing body.

Next Venture, Inc. DBA: Sierra Group
(Firm Name - Principal)
560 Riverside Drive, Glendale, CA 91204
(Business Address)

By [Signature]
(Original Signature)
CEO
(Title)

Indemnity Company of California
(Corporation Name - Surety)
17780 Fitch #200, Irvine, CA 92614
(Business Address)

By [Signature]
(Original Signature) Shilo Lee Losino
ATTORNEY-IN-FACT



*of California

CALIFORNIA ALL - PURPOSE ACKNOWLEDGEMENT

State of California

County of Los Angeles

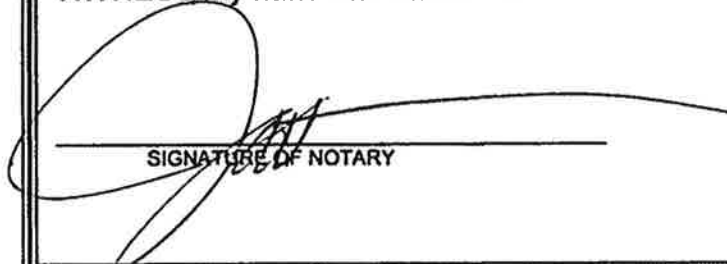
On APR 04 2011 before me, JAN MICHELLE RIVERA, NOTARY PUBLIC
DATE NAME, TITLE OF OFFICER

Personally appeared SHILO LEE LOSINO
NAME(S) OF SIGNER(S)

Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


SIGNATURE OF NOTARY



NOTARY SEAL

POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint

Shilo Lee Losino, Stephanie Hope Shear, jointly or severally

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this January 1st, 2008.

By: *Daniel Young*
Daniel Young, Vice-President

By: *Stephen T. Pate*
Stephen T. Pate, Senior Vice-President



State of California
County of Orange

On August 13th, 2008 before me, Jenny TT Nguyen, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Daniel Young and Stephen T. Pate
Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Jenny TT Nguyen*
Jenny TT Nguyen, Notary Public

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this APR 04 2011 day of

By: *Gregg Okura*
Gregg Okura, Assistant Secretary

ID-1380 (Rev. 11/09)





Sierra Group

560 Riverdale Drive
Glendale, CA 91204
t 818.637.2888
f 818.637.2111
www.callsierra.com
License #749452 ACOL #5382

County of Riverside

HALL OF JUSTICE AND LARSEN JUSTICE CENTER SECURITY CARD READER

To be delivered to:

Clerk of the Board of Supervisors
1st Floor
County Administrative Center
4080 Lemon Street
Riverside, CA 92501

Public opening
Thursday, April 7th, 2011
10:00 AM

Prepared by

Sierra Group
Electronic Security Division
(818) 637-2888

CONTRACTOR'S PROPOSAL

TO THE GOVERNING BOARD OF THE COUNTY OF RIVERSIDE:

Date: April 4, 2011

Bidder: Sierra Group

The undersigned, having carefully examined the proposed site and the Plans and Specifications, the Notice Inviting Bids, the Instructions to Bidders, the Agreement Form, the Bond Forms, the General Conditions for the Construction of the **HALL OF JUSTICE AND LARSEN JUSTICE CENTER SECURITY CARD READER** project, hereby proposes and agrees to furnish all tools, equipment, services, apparatus, facilities, transportation, labor and materials necessary to complete the work in strict conformity with the Plans and Specifications, including all work specified in Addenda numbered and dated:

Addendum No. 1 Date 3/24/2011

Addendum No. 2 Date 3/29/2011

Addendum No. 3 Date 4/4/2011

For the total Base Bid \$403,343.41 dollars (\$ \$403,343.41),
including all applicable taxes, permits, and licenses.

		(Add or Deduct state which)
Alternate 1	\$ <u>77,501.41</u>	<u>Add</u>
Alternate 2	\$ <u>44,185.31</u>	<u>Add</u>
Alternate 3	\$ <u>22,494.31</u>	<u>Add</u>
Alternate 4	\$ _____	_____

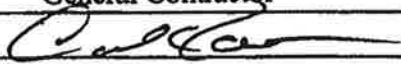
Bids must be submitted on all items. Failure to bid on all items may result in the bid being rejected as non-responsive. The basis for award will be the qualified bidder with the lowest total of the Base Bid and all alternates. Alternates may be awarded in any order after determination of the lowest responsible and responsive bidder.

AWARD OF CONTRACT

The undersigned fully understands that a Contract is formed upon the acceptance of this Proposal by the Owner and the undersigned further agrees that upon request he will promptly execute and deliver to Owner a written memorial of the Contract together with the required Payment and Performance Bonds and proof of insurance.

BID GUARANTEE

The enclosed certified or cashier's check or bidder's bond on approved form, made payable to the Owner in the amount of ten percent of the total bid submitted herewith, is hereby given as a guarantee that the bidder will execute and deliver the above mentioned written memorial and required bonds and insurance if awarded the contract, and in the event that the undersigned fails or refuses to execute and deliver said documents, such check or bond is to be charged with the costs of the damages experienced by the Owner as a result of such failure or refusal, including but not limited to publication costs, the difference in money between the amount of the bid of the said principal and the amount for which obligee may legally contract with another party to perform the said work if such amount be in excess of the former, building lease or rental costs, transportation costs and additional salary costs that result from the delay due to the principal's default on the awarded contract. In no event, however, shall the Surety's liability exceed the penal sum hereof.

Name of Bidder: Sierra Group
Type of Organization: General Contractor
Signed By: 
Title of Signer: President / CEO
Address of Bidder: 560 Riverdale Drive
Glendale, CA 91204

Telephone No.: (818) 637-2888
Contractor's License No.: 749452
Classification: B / C10 / C7 Expiration Date: 5/31/2012



LICENSURE STATEMENTS ARE MADE UNDER PENALTY OF PERJURY

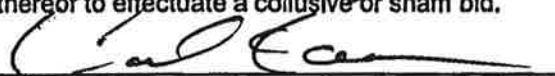
If bidder is a corporation, and signer is not President or Secretary, attach a certified copy of By-Laws or resolution authorizing execution. If bidder is a corporation, affix corporate seal. If signer is an agent, attach Power of Attorney. If bidder is not an individual, list names of other persons authorized to bind the organization.

**NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND
SUBMITTED WITH BID**

State of California) ss.
County of Riverside)

Carl Frommer, being first duly sworn, deposes and says:

That he or she is Sierra Group President / CEO of the party making the foregoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.



Signature

Subscribed and sworn to before me this 6th day of April, 2011.



Signature of officer administering oath

**CONTRACTOR'S CERTIFICATE
REGARDING WORKERS' COMPENSATION**

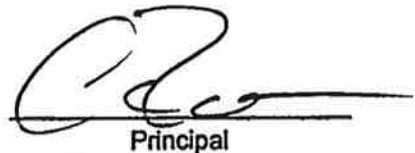
Labor Code Section 3700

Every employer, except the State and all political subdivisions or institutions thereof, shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.

- (b) By securing from the Director of Industrial Relations, a Certificate of Consent to Self-Insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of this Contract.



Principal

Carl Frommer

Principal

President / CEO

Title

(In accordance with Article 5 [commencing at Section 1860], Chapter, Part 7, Division 2 of the Labor Code, the above Certificate must be signed and filed with the Owner prior to performing any work under this Contract.)

BID BOND

KNOWN TO ALL MEN BY THESE PRESENTS, that we, the undersigned Next Venture, Inc. DBA: Sierra Group as Principal; and Indemnity Company* as Surety, are hereby held and firmly bound unto the County of Riverside, hereinafter called the "Owner", in the sum of Ten Percent of the greatest amount Bid Dollars (\$ 10% G.A.B.) for the payment of such sum, well and truly to be made, do hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

WHEREAS, the said Principal is herewith submitting its Proposal for the **HALL OF JUSTICE AND LARSEN JUSTICE CENTER SECURITY CARD READER** project.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the aforesaid Principal shall be awarded the Contract upon said Proposal and shall, within the required number of days after the notice of such award, execute a written memorial of the awarded Contract and submit the required Labor and Material Payment and faithful Performance Bond and proof of insurance, then this obligation shall be null and void; and in the event that the Principal fails and/or refuses to execute and deliver said documents this Bond will be charged with the costs of the damages experienced by the Owner as a result of such refusal, including but not limited to, publication cost, the difference in money between the amount of the bid of the said Principal and the amount for which the obligee may legally contract with another party to perform the said work if such amount be in excess of the former; building lease or rental costs, transportation cost, and additional salary costs that result from the delay due to the Principal's default on the awarded Contract. In no event however, shall the Surety's liability exceed the penal sum hereof.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their separate seals this 4th day of April, 2011, the name and corporate seal of each corporate party being hereto affixed and those present duly signed by its undersigned representative, pursuant to authority of its governing body.

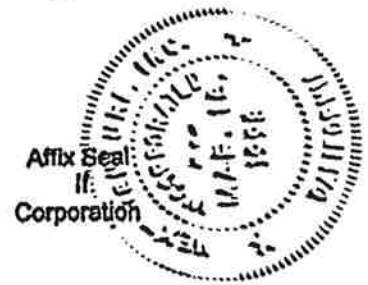
Next Venture, Inc. DBA: Sierra Group
(Firm Name - Principal)
560 Riverside Drive, Glendale, CA 91204
(Business Address)

By [Signature]
(Original Signature)
CEO
(Title)

Indemnity Company of California
(Corporation Name - Surety)
17780 Fitch #200, Irvine, CA 92614
(Business Address)

By [Signature]
(Original Signature) Shilo Lee Losino
ATTORNEY-IN-FACT

*of California



CALIFORNIA ALL - PURPOSE ACKNOWLEDGEMENT

State of California

County of Los Angeles

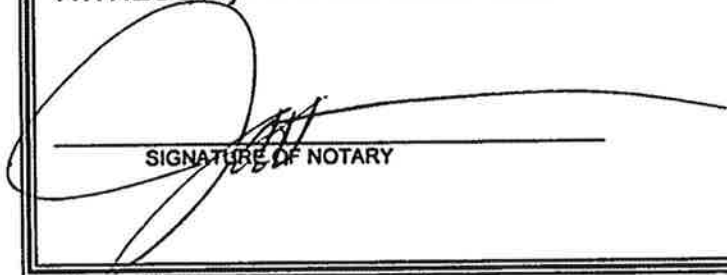
On APR 04 2011 before me, JAN MICHELLE RIVERA, NOTARY PUBLIC
DATE NAME, TITLE OF OFFICER

Personally appeared SHILO LEE LOSINO
NAME(S) OF SIGNER(S)

Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


SIGNATURE OF NOTARY



NOTARY SEAL

**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PO Box 19725, IRVINE, CA 92623 (949) 263-3300**

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint

*****Shilo Lee Losino, Stephanie Hope Shear, jointly or severally*****

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this January 1st, 2008.

By: *Daniel Young*
Daniel Young, Vice-President

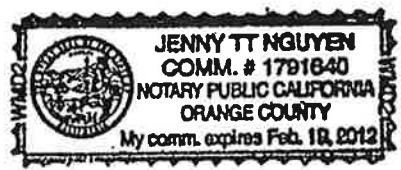
By: *Stephen T. Pate*
Stephen T. Pate, Senior Vice-President



State of California
County of Orange

On August 13th, 2008 before me, Jenny TT Nguyen, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Daniel Young and Stephen T. Pate
Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Jenny TT Nguyen*
Jenny TT Nguyen, Notary Public

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this day of APR. 04 2011

By: *Gregg Okura*
Gregg Okura, Assistant Secretary

ID-1380 (Rev. 11/09)





Sierra Group

560 Riverdale Drive
Glendale, CA 91204
t 818.637.2888
f 818.637.2111
www.callsierra.com
License #749452 ACOL #5382

County of Riverside

HALL OF JUSTICE AND LARSEN JUSTICE CENTER SECURITY CARD READER

To be delivered to:

Clerk of the Board of Supervisors
1st Floor
County Administrative Center
4080 Lemon Street
Riverside, CA 92501

Public opening
Thursday, April 7th, 2011
10:00 AM

Prepared by

Sierra Group
Electronic Security Division
(818) 637-2888

CONTRACTOR'S PROPOSAL

TO THE GOVERNING BOARD OF THE COUNTY OF RIVERSIDE:

Date: April 4, 2011

Bidder: Sierra Group

The undersigned, having carefully examined the proposed site and the Plans and Specifications, the Notice Inviting Bids, the Instructions to Bidders, the Agreement Form, the Bond Forms, the General Conditions for the Construction of the **HALL OF JUSTICE AND LARSEN JUSTICE CENTER SECURITY CARD READER** project, hereby proposes and agrees to furnish all tools, equipment, services, apparatus, facilities, transportation, labor and materials necessary to complete the work in strict conformity with the Plans and Specifications, including all work specified in Addenda numbered and dated:

Addendum No. 1 Date 3/24/2011

Addendum No. 2 Date 3/29/2011

Addendum No. 3 Date 4/4/2011

For the total Base Bid \$403,343.41 dollars (\$ \$403,343.41),
including all applicable taxes, permits, and licenses.

		(Add or Deduct state which)
Alternate 1	\$ <u>77,501.41</u>	<u>Add</u>
Alternate 2	\$ <u>44,185.31</u>	<u>Add</u>
Alternate 3	\$ <u>22,494.31</u>	<u>Add</u>
Alternate 4	\$ _____	_____


Bids must be submitted on all items. Failure to bid on all items may result in the bid being rejected as non-responsive. The basis for award will be the qualified bidder with the lowest total of the Base Bid and all alternates. Alternates may be awarded in any order after determination of the lowest responsible and responsive bidder.

AWARD OF CONTRACT

The undersigned fully understands that a Contract is formed upon the acceptance of this Proposal by the Owner and the undersigned further agrees that upon request he will promptly execute and deliver to Owner a written memorial of the Contract together with the required Payment and Performance Bonds and proof of insurance.

BID GUARANTEE

The enclosed certified or cashier's check or bidder's bond on approved form, made payable to the Owner in the amount of ten percent of the total bid submitted herewith, is hereby given as a guarantee that the bidder will execute and deliver the above mentioned written memorial and required bonds and insurance if awarded the contract, and in the event that the undersigned fails or refuses to execute and deliver said documents, such check or bond is to be charged with the costs of the damages experienced by the Owner as a result of such failure or refusal, including but not limited to publication costs, the difference in money between the amount of the bid of the said principal and the amount for which obligee may legally contract with another party to perform the said work if such amount be in excess of the former, building lease or rental costs, transportation costs and additional salary costs that result from the delay due to the principal's default on the awarded contract. In no event, however, shall the Surety's liability exceed the penal sum hereof.

Name of Bidder: Sierra Group
Type of Organization: General Contractor
Signed By: 
Title of Signer: President / CEO Affix Seal
Address of Bidder: 560 Riverdale Drive If
Glendale, CA 91204 Corporation
Telephone No.: (818) 637-2888
Contractor's License No.: 749452
Classification: B / C10 / C7 Expiration Date: 5/31/2012

LICENSURE STATEMENTS ARE MADE UNDER PENALTY OF PERJURY

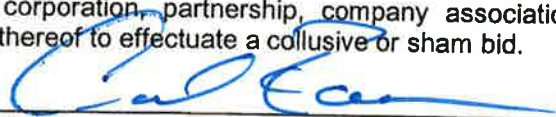
If bidder is a corporation, and signer is not President or Secretary, attach a certified copy of By-Laws or resolution authorizing execution. If bidder is a corporation, affix corporate seal. If signer is an agent, attach Power of Attorney. If bidder is not an individual, list names of other persons authorized to bind the organization.

**NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND
SUBMITTED WITH BID**

State of California) ss.
County of Riverside)

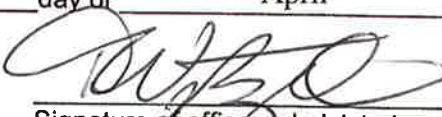
Carl Frommer, being first duly sworn, deposes and says:

That he or she is Sierra Group President / CEO of the party making the foregoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.



Signature

Subscribed and sworn to before me this 6th day of April, 2011.



Signature of officer administering oath

**CONTRACTOR'S CERTIFICATE
REGARDING WORKERS' COMPENSATION**


Labor Code Section 3700

Every employer, except the State and all political subdivisions or institutions thereof, shall secure the payment of compensation in one or more of the following ways:


- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.

- (b) By securing from the Director of Industrial Relations, a Certificate of Consent to Self-Insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of this Contract.



Principal



Principal

President / CEO

Title

(In accordance with Article 5 [commencing at Section 1860], Chapter, Part 7, Division 2 of the Labor Code, the above Certificate must be signed and filed with the Owner prior to performing any work under this Contract.)

BID BOND

KNOWN TO ALL MEN BY THESE PRESENTS, that we, the undersigned Next Venture, Inc. DBA: Sierra Group, as Principal; and Indemnity Company*, as Surety, are hereby held and firmly bound unto the County of Riverside, hereinafter called the "Owner", in the sum of Ten Percent of the greatest amount Bid Dollars (\$ 10% G.A.B.) for the payment of such sum, well and truly to be made, do hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

WHEREAS, the said Principal is herewith submitting its Proposal for the **HALL OF JUSTICE AND LARSEN JUSTICE CENTER SECURITY CARD READER** project.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the aforesaid Principal shall be awarded the Contract upon said Proposal and shall, within the required number of days after the notice of such award, execute a written memorial of the awarded Contract and submit the required Labor and Material Payment and faithful Performance Bond and proof of insurance, then this obligation shall be null and void; and in the event that the Principal fails and/or refuses to execute and deliver said documents this Bond will be charged with the costs of the damages experienced by the Owner as a result of such refusal, including but not limited to, publication cost, the difference in money between the amount of the bid of the said Principal and the amount for which the obligee may legally contract with another party to perform the said work if such amount be in excess of the former; building lease or rental costs, transportation cost, and additional salary costs that result from the delay due to the Principal's default on the awarded Contract. In no event however, shall the Surety's liability exceed the penal sum hereof.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their separate seals this 4th day of April, 2011, the name and corporate seal of each corporate party being hereto affixed and those present duly signed by its undersigned representative, pursuant to authority of its governing body.

Next Venture, Inc. DBA: Sierra Group
(Firm Name - Principal)

560 Riverside Drive, Glendale, CA 91204
(Business Address)

By [Signature]
(Original Signature)
PEO
(Title)

Affix Seal
If
Corporation

Indemnity Company of California
(Corporation Name - Surety)

17780 Fitch #200, Irvine, CA 92614
(Business Address)

By [Signature]
(Original Signature) Shilo Lee Losino
ATTORNEY-IN-FACT

Affix
Corporate
Seal

*of California

CALIFORNIA ALL - PURPOSE ACKNOWLEDGEMENT

State of California

County of Los Angeles

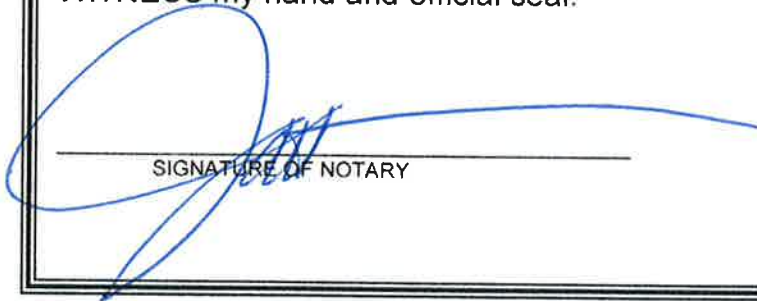
On APR 04 2011 before me, JAN MICHELLE RIVERA, NOTARY PUBLIC
DATE NAME, TITLE OF OFFICER

Personally appeared SHILO LEE LOSINO
NAME(S) OF SIGNER(S)

Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



SIGNATURE OF NOTARY



NOTARY SEAL

POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

*****Shilo Lee Losino, Stephanie Hope Shear, jointly or severally*****

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this January 1st, 2008.

By: *Daniel Young*
Daniel Young, Vice-President

By: *Stephen T. Pate*
Stephen T. Pate, Senior Vice-President



State of California
County of Orange

On August 13th, 2008 before me, Jenny TT Nguyen, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Daniel Young and Stephen T. Pate
Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Jenny TT Nguyen*
Jenny TT Nguyen, Notary Public

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this APR 04 2011 day of

By: *Gregg Okura*
Gregg Okura, Assistant Secretary



Sierra Group



560 Riverdale Drive
Glendale, CA 91204



Sierra Group
560 Riverdale Drive
Glendale, CA 91204-1476

Hall of Justice and Larsen Justice Center
Security Card Reader
April 7th - ~~10:00~~ **AM**

SEALED BID RECEIVED
CLERK OF THE BOARD OF SUPERVISORS

RECEIVED RIVERSIDE COUNTY
CLERK / BOARD OF SUPERVISORS

2011 APR -7 AM 8:28



CONTRACTOR'S PROPOSAL

TO THE GOVERNING BOARD OF THE COUNTY OF RIVERSIDE:

Date: April 6, 2011

Bidder: Stanley Convergent Security Solutions, Inc

The undersigned, having carefully examined the proposed site and the Plans and Specifications, the Notice Inviting Bids, the Instructions to Bidders, the Agreement Form, the Bond Forms, the General Conditions for the Construction of the **HALL OF JUSTICE SECURITY CARD READER** project, hereby proposes and agrees to furnish all tools, equipment, services, apparatus, facilities, transportation, labor and materials necessary to complete the work in strict conformity with the Plans and Specifications, including all work specified in Addenda numbered and dated:

Addendum No. One Date 3-24-11

Addendum No. Two Date 3-29-11

Addendum No. Three Date 4-4-11

For the total Base Bid four hundred thirteen thousand, eight hundred ninety dollars (\$ 413,890.00), including all applicable taxes, permits, and licenses.

(Add or Deduct state which)

Alternate 1 \$ 77,435.00 Add

Alternate 2 \$ 43,875.00 Add

Alternate 3 \$ 18,140.00 Add

Alternate 4 (work completed during second shift) \$ 28,947.00 Add

TOTAL BID PRICE \$ **582,287.00**
(base bid, plus alternates 1, 2, 3, and 4)

Bids must be submitted on all items. Failure to bid on all items may result in the bid being rejected as non-responsive. The basis for award will be the qualified bidder with the lowest total of the Base Bid and all alternates. Alternates may be awarded in any order after determination of the lowest responsible and responsive bidder.

AWARD OF CONTRACT

The undersigned fully understands that a Contract is formed upon the acceptance of this Proposal by the Owner and the undersigned further agrees that upon request he will promptly execute and deliver to Owner a written memorial of the Contract together with the required Payment and Performance Bonds and proof of insurance.

BID GUARANTEE

The enclosed certified or cashier's check or bidder's bond on approved form, made payable to the Owner in the amount of ten percent of the total bid submitted herewith, is hereby given as a guarantee that the bidder will execute and deliver the above mentioned written memorial and required bonds and insurance if awarded the contract, and in the event that the undersigned fails or refuses to execute and deliver said documents, such check or bond is to be charged with the costs of the damages experienced by the Owner as a result of such failure or refusal, including but not limited to publication costs, the difference in money between the amount of the bid of the said principal and the amount for which obligee may legally contract with another party to perform the said work if such amount be in excess of the former, building lease or rental costs, transportation costs and additional salary costs that result from the delay due to the principal's default on the awarded contract. In no event, however, shall the Surety's liability exceed the penal sum hereof.

Name of Bidder: Stanley Convergent Security Solutions
Type of Organization: Security System Integrator
Signed By: Joe Longfield 
Title of Signer: West Area Vice President
Address of Bidder: 783 Palmyrita Avenue, Suite E
Riverside, CA 92507

Affix Seal

If

Corporation

Telephone No.: 951-274-4300

Contractor's License No.: 848019

Classification: C-10 / C-7 Expiration Date: Oct 31, 2011

LICENSURE STATEMENTS ARE MADE UNDER PENALTY OF PERJURY

If bidder is a corporation, and signer is not President or Secretary, attach a certified copy of By-Laws or resolution authorizing execution. If bidder is a corporation, affix corporate seal. If signer is an agent, attach Power of Attorney. If bidder is not an individual, list names of other persons authorized to bind the organization.

Exception Clause

In reviewing the various terms and conditions of the proposed contract, there are certain provisions which Stanley Security would want to discuss with the County such as clarifying that our warranty obligation is limited to repair and replacement of defective equipment and installations, specifying that any indemnity obligation relates solely to damages arising out of acts committed while our employees are on your premises, and setting forth mutually agreeable insurance requirements and liquidated damages provisions.

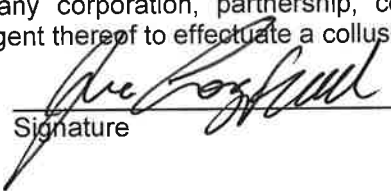
Our proposal to you is based on the condition precedent that we will be able to negotiate mutually satisfactory provisions relative to the various issues. We are prepared to promptly furnish you with suggested language relative to these issues if you decide to proceed with our proposal. In the event, however, you do not want to negotiate these terms our proposal should be deemed withdrawn.

**NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND
SUBMITTED WITH BID**

State of California) ss.
County of Riverside)

Joe Longfield, being first duly sworn, deposes and
says:

That he or she is West Area Vice President of
Stanley Convergent Security Solutions, Inc
the party making the foregoing bid; that the bid is not made in the interest of, or on behalf of, any
undisclosed person, partnership, company, association, organization, or corporation; that the bid is
genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any
other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived,
or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding;
that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or
conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit,
or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the
public body awarding the contract of anyone interested in the proposed contract; that all statements
contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or
her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative
thereto, or paid, and will not pay, any fee to any corporation, partnership, company association,
organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.



Signature

Subscribed and sworn to before me this _____ day of _____, 2011.

Signature of officer administering oath

STANLEY SUBSIDIARY RULES OF THE BOARD

1. **Signing Deeds, Contracts and Certain Other Documents and Tax Related Documents**

(a) Deeds or other conveyance of land or interests therein held by the Company shall be signed by any one of the following: President, any Vice President, Treasurer, any Assistant Treasurer, Secretary, or any Assistant Secretary.

(b) Contracts and other instruments entered into by the Company not otherwise provided for in these rules shall be valid and binding upon the Company when signed by any of the following: President, any Vice President, Secretary, any Assistant Secretary, Treasurer, or any Assistant Treasurer. In addition, agreements entered into in the ordinary course of business for the purchase or sale of products and services, may be signed by any director-level employee as well as by any employee to whom an employee who holds a position enumerated in the foregoing sentence has delegated signing authority.

2. **Effecting Loans, Advances, or Other Form of Credit**

(a) The CFO and the Treasurer of the Company, or any one or more of them, are hereby authorized to effect loans, advances, or other forms of credit at any time or times for the Company, and to guarantee loans made to or obligations of subsidiaries of this Company.

(b) The CFO, Treasurer and any Assistant Treasurer are hereby authorized to issue performance bonds or payment bonds to guarantee the obligations of this Company or any of its subsidiaries.

(b) Promissory Notes shall be valid only if signed by two officers, one of whom shall be the President, the CFO or any Vice President, and the other of whom shall be the Treasurer, any Assistant Treasurer, the Secretary or any Assistant Secretary.

3. **Bank Accounts**

(a) General:

The President, any Vice President, the Treasurer, any Assistant Treasurer, the Secretary or any Assistant Secretary, or any one or more of them individually is hereby authorized to maintain all existing bank accounts and to open new accounts,

and is further authorized to sign and to designate other individuals who are authorized to sign checks or drafts on all such accounts. In the case of checks and drafts for less than \$50,000, a single signature shall be sufficient unless the President, any Vice-President, Treasurer, any Assistant Treasurer, the Secretary, or any Assistant Secretary expressly provides for more than one signature with respect to any account or accounts; in the case of checks and drafts for \$100,000 or more, two signatures shall be required only one of which may be facsimile.

(b) Facsimile Signatures:

The President, any Vice President, the Treasurer, any Assistant Treasurer, the Secretary, or any Assistant Secretary or any one or more of them is hereby authorized, in connection with the authority granted above, to authorize banks in which any such account exists or is opened, to honor checks or drafts drawn in the name of the Company when bearing or purporting to bear the facsimile signature of the authorized signatory and to honor and to charge to the account all said checks or drafts regardless of by whom or by what means the actual or purported facsimile signature thereon may have been affixed thereto.

(c) Resolutions:

The Secretary or any Assistant Secretary of the Company upon due notice from the President, any Vice President, the Treasurer or any Assistant Treasurer is authorized to execute and deliver resolutions in the form submitted by any bank designated by the President, any Vice President, the Treasurer or any Assistant Treasurer, such action on the part of the Secretary or Assistant Secretary to have the same force and effect as if said resolution had been properly adopted by the Board of Directors.

4. Powers of Attorney

(a) The President and CFO, any Vice President, Treasurer, Secretary, and each Assistant Secretary and each Assistant Treasurer are authorized to grant Powers of Attorney or other appropriate authority to any person or firm, with power of substitution, for the purpose of instituting and prosecuting actions before any court or government agency or instrumentality and also in connection with bankruptcy or insolvency proceedings.

5. Security Holdings and Subsidiaries

(a) Power to vote stock or other securities owned by this Company in other corporations is given the following with power to give proxies for said purpose:

President and CFO
Any Vice President
Secretary or any Assistant Secretary

(b) The President, any Vice President, the Secretary and each Assistant Secretary are authorized to represent this Company at any meeting, with full power to delegate said authority to any other person.

**UNANIMOUS WRITTEN CONSENT OF THE
BOARD OF DIRECTORS OF
STANLEY CONVERGENT SECURITY SOLUTIONS, INC.
a Delaware corporation**

The undersigned, being all of the directors of Sonitrol Franchise Corporation, a Delaware corporation (the "Corporation"), pursuant to Section 141(f) of the General Corporation Law of Delaware, do hereby consent and agree that the following resolution be, and it hereby is, adopted by the Board of Directors of the Corporation:

RESOLVED, that the following persons are elected to the offices of the Corporation set forth opposite his or her name, to serve in accordance with the By-Laws of the Corporation and at the discretion of the Board of Directors until his or her successor shall have been duly elected and shall have been qualified:

Matthew Acker	West Virginia Electrical Compliance Officer
Michael A. Bartone	Vice President, Corporate Tax
John Basset	Massachusetts Electrical Compliance Officer
Bruce H. Beatt	Secretary
Christopher L. BenVau	Vice President, National Account Sales
Michael D. Bishop	Senior Vice President, Field Operations
Mary E. Brown	Director of Operations
Lance A. (Tony) Byerly	President
Alex B. Chermak	Regional Vice President
Yannick L. Croiger	Assistant Treasurer
Jeffrey S. Davis	Regional Vice President
Kara J. Dean	Assistant Secretary
John D. Del Ponti	Assistant Secretary
Craig A. Douglas	Vice President and Treasurer
Catherine S. Ennis	Assistant Treasurer
Felix R. Gonzales	Vice President, Strategic Initiatives, Business Development
Brian E. Kaner	Vice President
Damon D. Kanzler	Vice President, National Account Operations
James G. Kopplin	Chief Operating Officer
Joe D. Longfield	Regional Vice President
Jason B. Martin	Chief Financial Officer
Theodore C. Morris	Assistant Secretary
Terence Queeno	New York State Fire and Security Compliance Officer
Donald J. Riccitelli	Assistant Secretary
Kathryn P. Sherer	Assistant Secretary
Carna J. Simmons	Director of Operations
Gregory P. Smulski	Vice President, Real Estate
Peter K. Straka	Vice President, Human Resources
Kenneth J. Teifer	Regional Vice President
Steven G. Walker	Vice President, Monitoring

DATED: October 10, 2010


Lance A. (Tony) Byerly

D. Brett Bontrager

Bruce H. Beatt

Craig A. Douglas

BID BOND

KNOWN TO ALL MEN BY THESE PRESENTS, that we, the undersigned Stanley Convergent Security Solutions, Inc. 783 Palmyria Avenue, Suite E, Riverside, CA 92507 as Principal; and Safeco Insurance Company of America, as Surety, are hereby held and firmly bound unto the County of Riverside, hereinafter called the "Owner", in the sum of Ten Percent (10%) of the amount bid Dollars (\$ 10% of amount bid) for the payment of such sum, well and truly to be made, do hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

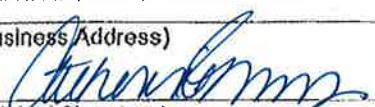
WHEREAS, the said Principal is herewith submitting its Proposal for the HALL OF JUSTICE AND LARSEN JUSTICE CENTER SECURITY CARD READER project.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the aforesaid Principal shall be awarded the Contract upon said Proposal and shall, within the required number of days after the notice of such award, execute a written memorial of the awarded Contract and submit the required Labor and Material Payment and faithful Performance Bond and proof of insurance, then this obligation shall be null and void; and in the event that the Principal fails and/or refuses to execute and deliver said documents this Bond will be charged with the costs of the damages experienced by the Owner as a result of such refusal, including but not limited to, publication cost, the difference in money between the amount of the bid of the said Principal and the amount for which the obligee may legally contract with another party to perform the said work if such amount be in excess of the former; building lease or rental costs, transportation cost, and additional salary costs that result from the delay due to the Principal's default on the awarded Contract. In no event however, shall the Surety's liability exceed the penal sum hereof.


The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their separate seals this 30th day of March, 2011, the name and corporate seal of each corporate party being hereto affixed and those present duly signed by its undersigned representative, pursuant to authority of its governing body.

Stanley Convergent Security Solutions, Inc.

(Firm Name - Principal)
783 Palmyria Avenue, Suite 3, Riverside, CA 92507
(Business Address)
By 
(Original Signature) Catherine Ennis, Assistant Treasurer

Affix Seal
If
Corporation

(Title)
Safeco Insurance Company of America
(Corporation Name - Surety)
101 4th Avenue, Safeco Plaza, Seattle, WA 98154
(Business Address)
By 
(Original Signature) ATTORNEY-IN-FACT Serena Luo

Affix
Corporate
Seal

POWER
OF ATTORNEY

No. 9864

KNOW ALL BY THESE PRESENTS:

That **SAFECO INSURANCE COMPANY OF AMERICA** and **GENERAL INSURANCE COMPANY OF AMERICA**, each a Washington corporation, does each hereby appoint

*****DIANE BASCOM; SERENA LUO; KIMBERLY M. RADZIEWICZ; ANGELA STELLY; Glastonbury, Connecticut*****

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, **SAFECO INSURANCE COMPANY OF AMERICA** and **GENERAL INSURANCE COMPANY OF AMERICA** have each executed and attested these presents

this 18th day of May, 2010

Dexter R. Legg, Secretary

Timothy A. Mikolajewski, Vice President

CERTIFICATE

Extract from the By-Laws of **SAFECO INSURANCE COMPANY OF AMERICA**
and of **GENERAL INSURANCE COMPANY OF AMERICA**:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of **SAFECO INSURANCE COMPANY OF AMERICA**
and of **GENERAL INSURANCE COMPANY OF AMERICA** adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
- (ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
- (iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

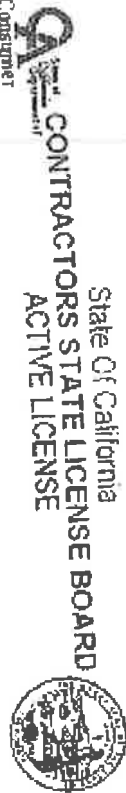
I, Dexter R. Legg, Secretary of **SAFECO INSURANCE COMPANY OF AMERICA** and of **GENERAL INSURANCE COMPANY OF AMERICA**, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 30th day of March, 2010



Dexter R. Legg, Secretary



State Of California
CONTRACTORS STATE LICENSE BOARD
ACTIVE LICENSE

Contractor
A Trade

License Number
848019

Entity
CORP

Business Name
**STANLEY CONVERGENT SECURITY
SOLUTIONS INC**

Classification
C-7 C10

Expiration Date
10/31/2012

www.cslb.ca.gov



Any change of business address/name must be reported to the Registrar within 90 days.
This license is not transferrable, and shall be returned to the Registrar upon demand when suspended, revoked, or invalidated for any reason.
This pocket card is valid through the expiration date only.

If found, drop in any mailbox.
Postage guaranteed by
Contractors State License Board
P.O. Box 20000 Sacramento CA 95826

Licensee Signature



City of
Riverside
(951) 826-5465

BUSINESS TAX CERTIFICATE
MUST BE POSTED IN A CONSPICUOUS PLACE
NOT TRANSFERABLE

CITY MANAGER'S OFFICE
FINANCE DIVISION
3900 MAIN STREET
RIVERSIDE, CA 92522

ACCOUNT NO.: **BL00123126** LOC TYPE RATE: **A 510 SPECCONT** EXPIRATION DATE: **1/24/2012**

BUS. ADDRESS: **783 PALMYRITA AVE #E**

THIS CERTIFICATE IS ISSUED FOR REVENUE PURPOSES ONLY AND DOES NOT CONSTITUTE A PERMIT TO OPERATE A BUSINESS

OWNER NAME: **STANLEY CONVERGENT SECURITY SOLUTIONS, INC**
BUSINESS NAME: **STANLEY CONVERGENT SECURITY SOLUTIONS, INC**
MAIL ADDRESS:

**6000 NATHAN LANE NORTH, STE 300
PLYMOUTH, MN 55442**

BUSINESS TYPE: **ELECTRICAL C10**



City of
Riverside
(951) 826-5465

BUSINESS TAX PAYMENT INFORMATION

CITY MANAGER'S OFFICE
FINANCE DIVISION
3900 MAIN STREET
RIVERSIDE, CA 92522

KEEP THIS PORTION FOR YOUR RECORDS - DO NOT SEND REMITTANCE

ACCOUNT NO.: **BL00123126** LOC TYPE RATE: **A 510** EXPIRATION DATE: **1/24/2012**

BUS. ADDRESS: **783 PALMYRITA AVE #E**

OWNER NAME: **STANLEY CONVERGENT SECURITY SOLUTIONS, INC**
BUSINESS NAME: **STANLEY CONVERGENT SECURITY SOLUTIONS, INC**
MAIL ADDRESS:

**6000 NATHAN LANE NORTH, STE 300
PLYMOUTH, MN 55442**

SELLERS PERMIT NO.: **100-458023** FED. EMP. ID. NO. SOCIAL SECURITY NO. CONTRACTORS STATE NO. **C10 848019**

BUSINESS TYPE: **ELECTRICAL C10** AMOUNT PAID: **\$299.50** DATE PAID: **1/10/2011**

951 2/4/2011

CERTIFICATE POSTING INFORMATION

Post Business Tax Certificate in a conspicuous place upon the premises if operating at a fixed place of business (Chapter 5.04.200.(a)) RMC or carry on your person if not operating from a fixed place of business (Chapter 5.04.200(b)).

For information concerning close out sales, selling, moving or changes in your business, or operating a branch location please contact the Business Tax Section at (951) 826-5465.

A duplicate certificate to replace a lost or destroyed certificate may be obtained on request for a replacement fee of \$10.00.

MEMORANDUM OF INSURANCE						DATE 06-Apr-2011	
<p>This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Marsh is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this Memorandum via http://www.marsh.com/moi?client=D711. The information contained herein is as of the date referred to above. Marsh shall be under no obligation to update such information.</p>							
PRODUCER Marsh USA Inc. ("Marsh")				COMPANIES AFFORDING COVERAGE			
INSURED Stanley Convergent Security Solutions, Inc. (Formley HSM Electronic Protection Services, Inc.) 55 Shuman Blvd, Suite 900 Naperville, Illinois 60563 United States				Co.A Hartford Fire Insurance Company			
				Co.B Hartford Underwriters Insurance Company			
				Co.C Twin City Fire Insurance Company			
				Co.D Hartford Casualty Insurance Company			
COVERAGES							
<p>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 MEMORANDUM 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.</p>							
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS LIMITS IN USD UNLESS OTHERWISE INDICATED		
A	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY OCCURRENCE	02 CSE J77005 (US)	01-Jul-2010	01-Jul-2011	GENERAL AGGREGATE	\$2,000,000	
					PRODUCTS - COMP/OP AGG	SEE BELOW	
					PERSONAL AND ADV INJURY	\$2,000,000	
					EACH OCCURRENCE	\$2,000,000	
					FIRE DAMAGE (ANY ONE FIRE)	\$2,000,000	
					MED EXP (ANY ONE PERSON)	\$10,000	
A A B	AUTOMOBILE LIABILITY ANY AUTO	02 CSE J77003 (US) 21 CSE J77008 (PR) 02 CSE J77016 (HI)	01-Jul-2010 01-Jul-2010 01-Jul-2010	01-Jul-2011 01-Jul-2011 01-Jul-2011	COMBINED SINGLE LIMIT	\$2,000,000	
					BODILY INJURY (PER PERSON)		
					BODILY INJURY (PER ACCIDENT)		
					PROPERTY DAMAGE		
	EXCESS LIABILITY				EACH OCCURRENCE		
					AGGREGATE		
	GARAGE LIABILITY				AUTO ONLY (PER ACCIDENT)		
					OTHER THAN AUTO ONLY:		
					EACH ACCIDENT		
					AGGREGATE		
C B D	WORKERS COMPENSATION / EMPLOYERS LIABILITY	02 WBR P47700 (ND,WI) 02 WN J77000 (HI) 02 XWE J77002 (NY, OH)	01-Jul-2010 01-Jul-2010 01-Jul-2010	01-Jul-2011 01-Jul-2011 01-Jul-2011	WORKERS COMP LIMITS	Statutory	
					EL EACH ACCIDENT	\$1,000,000	
					EL DISEASE - POLICY LIMIT	\$1,000,000	
					EL DISEASE - EACH EMPLOYEE	\$1,000,000	

A	PRODUCTS LIABILITY/COMPLETED OPERATIONS	Policy Nos. 02 JSE J77014 (Primary)	01-Jul-2010	01-Jul-2011	EACH OCCURRENCE	\$500,000
A	PRODUCTS LIABILITY/COMPLETED OPERATIONS	02 JSE J77015 (Excess)	01-Jul-2010	01-Jul-2011	\$2,000,000 EACH OCCURRENCE	\$2,000,000 AGGREGATE
The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.						

MEMORANDUM OF INSURANCE		DATE
		06-Apr-2011
<p>This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Marsh is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this Memorandum via http://www.marsh.com/moi?client=D711. The information contained herein is as of the date referred to above. Marsh shall be under no obligation to update such information.</p>		
PRODUCER Marsh USA Inc. ("Marsh")	INSURED Stanley Convergent Security Solutions, Inc. (Formley HSM Electronic Protection Services, Inc.) 55 Shuman Blvd, Suite 900 Naperville, Illinois 60563 United States	
ADDITIONAL INFORMATION		
Issuing Companies by Policy Number and State:		
Workers Compensation & Employers Liability		
02 WN J77000 HARTFORD INSURANCE COMPANY OF THE MIDWEST AK, AR, AZ, DC,DE, ID,IL, IN, KS, LA, MA, MD, ME, MI, NH, NJ, NM, NY, OK, RI, SC, SD, TN, TX, UT, VT		
02 WN J77000 HARTFORD CASUALTY INSURANCE COMPANY - AL, MN, NC, VA		
02 WN J77000 HARTFORD FIRE INSURANCE COMPANY - CO, FL, GA, IA, NE, NV, (PR, ND, AND WA - STOP GAP EMPLOYER LIABILITY COVERAGE ONLY)		
02 WN J77000 - HARTFORD ACCIDENT & INDEMNITY COMPANY - CA,CT, KY,MS,MO,MT,OR,PA AND WV		
The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.		



Hall of Justice
Security Card Reader System

Bid Date: April 7, 2011 at 10:00AM

Project # FMA 33391 #20063998

Stanley Convergent Security Solutions, Inc.
783 Palmyrita Ave, Suite E, Riverside, CA 92507

**SEALED BID RECEIVED
CLERK OF THE BOARD OF SUPERVISORS**

RECEIVED BY BOARD OF SUPERVISORS
11 APR -7 AM 9:36

CONTRACTOR'S PROPOSAL

TO THE GOVERNING BOARD OF THE COUNTY OF RIVERSIDE:

Date: April 7, 2011

Bidder: SDA Security

The undersigned, having carefully examined the proposed site and the Plans and Specifications, the Notice Inviting Bids, the Instructions to Bidders, the Agreement Form, the Bond Forms, the General Conditions for the Construction of the **HALL OF JUSTICE SECURITY CARD READER** project, hereby proposes and agrees to furnish all tools, equipment, services, apparatus, facilities, transportation, labor and materials necessary to complete the work in strict conformity with the Plans and Specifications, including all work specified in Addenda numbered and dated:

Addendum No. 1 Date 3-28-2011
Addendum No. 2 Date 3-29-2011
Addendum No. 3 Date 4-04-2011

For the total Base Bid Four Hundred Ninety Thousand dollars (\$ 490,000.00), including all applicable taxes, permits, and licenses.

(Add or Deduct state which)

Alternate 1	\$ <u>60,856.00</u>	<u>Add</u>
Alternate 2	\$ <u>33,964.00</u>	<u>Add</u>
Alternate 3	\$ <u>15,445.00</u>	<u>Add</u>
Alternate 4	\$ <u>12,073.00</u>	<u>Add</u>


Bids must be submitted on all items. Failure to bid on all items may result in the bid being rejected as non-responsive. The basis for award will be the qualified bidder with the lowest total of the Base Bid and all alternates. Alternates may be awarded in any order after determination of the lowest responsible and responsive bidder.

AWARD OF CONTRACT

The undersigned fully understands that a Contract is formed upon the acceptance of this Proposal by the Owner and the undersigned further agrees that upon request he will promptly execute and deliver to Owner a written memorial of the Contract together with the required Payment and Performance Bonds and proof of insurance.

BID GUARANTEE

The enclosed certified or cashier's check or bidder's bond on approved form, made payable to the Owner in the amount of ten percent of the total bid submitted herewith, is hereby given as a guarantee that the bidder will execute and deliver the above mentioned written memorial and required bonds and insurance if awarded the contract, and in the event that the undersigned fails or refuses to execute and deliver said documents, such check or bond is to be charged with the costs of the damages experienced by the Owner as a result of such failure or refusal, including but not limited to publication costs, the difference in money between the amount of the bid of the said principal and the amount for which obligee may legally contract with another party to perform the said work if such amount be in excess of the former, building lease or rental costs, transportation costs and additional salary costs that result from the delay due to the principal's default on the awarded contract. In no event, however, shall the Surety's liability exceed the penal sum hereof.

Name of Bidder: SDA SECURITY
Type of Organization: Corporation
Signed By: 
Title of Signer: President
Address of Bidder: 2054 State Street
San Diego, CA 92101

Affix Seal
If

Corporation

Telephone No.: (800) 894-1144

Contractor's License No.: 245668

Classification: C-7, C-10 Expiration Date: 04/30/2012

LICENSURE STATEMENTS ARE MADE UNDER PENALTY OF PERJURY

If bidder is a corporation, and signer is not President or Secretary, attach a certified copy of By-Laws or resolution authorizing execution. If bidder is a corporation, affix corporate seal. If signer is an agent, attach Power of Attorney. If bidder is not an individual, list names of other persons authorized to bind the organization.

**NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND
SUBMITTED WITH BID**


State of California) ss.
County of Riverside)

John Bennett, being first duly sworn, deposes and says:

That he or she is Account Representative of SDA SECURITY the party making the foregoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.


Signature

Subscribed and sworn to before me this 4th day of April, 2011.


Signature of officer administering oath

ACKNOWLEDGMENT

State of California
County of San Diego)

On April 6, 2011 before me, Kim J Verdugo/Notary Public
(insert name and title of the officer)

personally appeared Shandon Harbour
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Kim J Verdugo (Seal)



BID BOND

KNOWN TO ALL MEN BY THESE PRESENTS, that we, the undersigned SDA SECURITY _____, as Principal; and ALLEGHENY CASUALTY COMPANY _____, as Surety, are hereby held and firmly bound unto the County of Riverside, hereinafter called the "Owner", in the sum of TEN PERCENT OF BID AMOUNT Dollars (\$ 10% OF BID) for the payment of such sum, well and truly to be made, do hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

WHEREAS, the said Principal is herewith submitting its Proposal for the **HALL OF JUSTICE SECURITY CARD READER** project.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the aforesaid Principal shall be awarded the Contract upon said Proposal and shall, within the required number of days after the notice of such award, execute a written memorial of the awarded Contract and submit the required Labor and Material Payment and faithful Performance Bond and proof of insurance, then this obligation shall be null and void; and in the event that the Principal fails and/or refuses to execute and deliver said documents this Bond will be charged with the costs of the damages experienced by the Owner as a result of such refusal, including but not limited to, publication cost, the difference in money between the amount of the bid of the said Principal and the amount for which the obligee may legally contract with another party to perform the said work if such amount be in excess of the former; building lease or rental costs, transportation cost, and additional salary costs that result from the delay due to the Principal's default on the awarded Contract. In no event however, shall the Surety's liability exceed the penal sum hereof.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their separate seals this 6 day of APRIL, 2011, the name and corporate seal of each corporate party being hereto affixed and those present duly signed by its undersigned representative, pursuant to authority of its governing body.


SDA SECURITY _____

(Firm Name - Principal)

2054 STATE STREET, SAN DIEGO, CA 92101 _____

(Business Address)

By _____



(Original Signature)

(Title)

ALLEGHENY CASUALTY COMPANY _____

(Corporation Name - Surety)

ONE NEWARK CENTER, 20TH FLOOR, NEWARK, NJ 07102 _____

(Business Address)

By _____



(Original Signature)

ATTORNEY-IN-FACT

AIDAN SMOCK

Affix Seal
If
Corporation

Affix
Corporate
Seal

POWER OF ATTORNEY
ALLEGHENY CASUALTY COMPANY
HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR
NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That **ALLEGHENY CASUALTY COMPANY**, a corporation organized and existing pursuant to the laws of the State of Pennsylvania, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

NICK PAXSON, PENNY E. KELLEY, RICHARD HALLETT, AIDAN SMOCK

San Diego, CA.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **ALLEGHENY CASUALTY COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of **ALLEGHENY CASUALTY COMPANY** at a meeting called and held on the 7th day of February, 1974.

The power of attorney is granted under and by authority of the following resolution adopted by the Board of Directors of **ALLEGHENY CASUALTY COMPANY** at a meeting duly held on the 15th day of August, 2000.

RESOLVED, that (1) the President, Vice President, or Secretary of **ALLEGHENY CASUALTY COMPANY** shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Company and affix the Company's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof of related thereto; and (2) any such Officers of the Company may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Company; and (3) the signature of any such Officer of **ALLEGHENY CASUALTY COMPANY** and the Company seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.



IN TESTIMONY WHEREOF, **ALLEGHENY CASUALTY COMPANY** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 12th day of November, A.D. 2009.

ALLEGHENY CASUALTY COMPANY

STATE OF NEW JERSEY
County of Essex

Secretary

On this 12th day of November 2009, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said the he is the therein described and authorized officer of the **ALLEGHENY CASUALTY COMPANY**; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires March 27, 2014

CERTIFICATION

I, the undersigned officer of **ALLEGHENY CASUALTY COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

IN TESTIMONY WHEREOF, I have hereunto set my hand this 6 day of APRIL, 2011.

Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of San Diego

On **APR 06 2011**

before me, Penny E. Kelley, Notary Public

Here Insert Name and Title of the Officer

personally appeared Aidan Smock

Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies) and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal

Signature Penny E. Kelley
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: _____

CONTRACTOR'S PROPOSAL



TO THE GOVERNING BOARD OF THE COUNTY OF RIVERSIDE:

Date: April 7, 2011

Bidder: SDA Security

The undersigned, having carefully examined the proposed site and the Plans and Specifications, the Notice Inviting Bids, the Instructions to Bidders, the Agreement Form, the Bond Forms, the General Conditions for the Construction of the **HALL OF JUSTICE SECURITY CARD READER** project, hereby proposes and agrees to furnish all tools, equipment, services, apparatus, facilities, transportation, labor and materials necessary to complete the work in strict conformity with the Plans and Specifications, including all work specified in Addenda numbered and dated:

Addendum No. 1 Date 3-28-2011

Addendum No. 2 Date 3-29-2011

Addendum No. 3 Date 4-04-2011

For the total Base Bid Four Hundred Ninety Thousand dollars (\$ 490,000.00), including all applicable taxes, permits, and licenses.

(Add or Deduct state which)

Alternate 1	\$ <u>60,856.00</u>	<u>Add</u>
Alternate 2	\$ <u>33,964.00</u>	<u>Add</u>
Alternate 3	\$ <u>15,445.00</u>	<u>Add</u>
Alternate 4	\$ <u>12,073.00</u>	<u>Add</u>

Bids must be submitted on all items. Failure to bid on all items may result in the bid being rejected as non-responsive. The basis for award will be the qualified bidder with the lowest total of the Base Bid and all alternates. Alternates may be awarded in any order after determination of the lowest responsible and responsive bidder.

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND
SUBMITTED WITH BID

COPY

State of California) ss.
County of Riverside)

John Bennett, being first duly sworn, deposes and says:

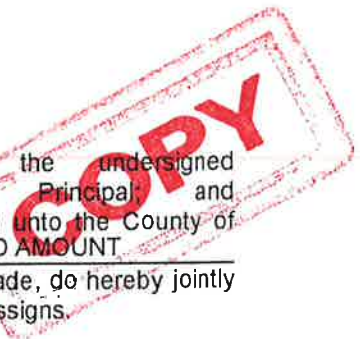
That he or she is Account Representative of SDA SECURITY the party making the foregoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.


Signature

Subscribed and sworn to before me this 4th day of April, 2011.


Signature of officer administering oath

BID BOND



KNOWN TO ALL MEN BY THESE PRESENTS, that we, the undersigned SDA SECURITY _____, as Principal; and ALLEGHENY CASUALTY COMPANY, as Surety, are hereby held and firmly bound unto the County of Riverside, hereinafter called the "Owner", in the sum of TEN PERCENT OF BID AMOUNT Dollars (\$ 10% OF BID) for the payment of such sum, well and truly to be made, do hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

WHEREAS, the said Principal is herewith submitting its Proposal for the **HALL OF JUSTICE SECURITY CARD READER** project.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the aforesaid Principal shall be awarded the Contract upon said Proposal and shall, within the required number of days after the notice of such award, execute a written memorial of the awarded Contract and submit the required Labor and Material Payment and faithful Performance Bond and proof of insurance, then this obligation shall be null and void; and in the event that the Principal fails and/or refuses to execute and deliver said documents this Bond will be charged with the costs of the damages experienced by the Owner as a result of such refusal, including but not limited to, publication cost, the difference in money between the amount of the bid of the said Principal and the amount for which the obligee may legally contract with another party to perform the said work if such amount be in excess of the former; building lease or rental costs, transportation cost, and additional salary costs that result from the delay due to the Principal's default on the awarded Contract. In no event however, shall the Surety's liability exceed the penal sum hereof.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their separate seals this 6 day of APRIL, 2011, the name and corporate seal of each corporate party being hereto affixed and those present duly signed by its undersigned representative, pursuant to authority of its governing body.

SDA SECURITY

(Firm Name - Principal)

2054 STATE STREET, SAN DIEGO, CA 92101

(Business Address)

By *[Handwritten Signature]*

(Original Signature)

President

(Title)

ALLEGHENY CASUALTY COMPANY

(Corporation Name - Surety)

ONE NEWARK CENTER, 20TH FLOOR, NEWARK, NJ 07102

(Business Address)

By *[Handwritten Signature]*

(Original Signature)

ATTORNEY-IN-FACT

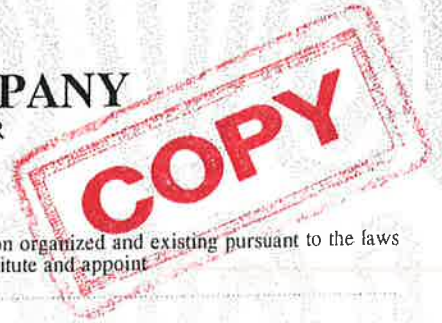
AIDAN SMOCK

Affix Seal
If
Corporation

Affix
Corporate
Seal

POWER OF ATTORNEY ALLEGHENY CASUALTY COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR
NEWARK, NEW JERSEY 07102-5207



KNOW ALL MEN BY THESE PRESENTS: That ALLEGHENY CASUALTY COMPANY, a corporation organized and existing pursuant to the laws of the State of Pennsylvania, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

NICK PAXSON, PENNY E. KELLEY, RICHARD HALLETT, AIDAN SMOCK

San Diego, CA.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting called and held on the 7th day of February, 1974.

The power of attorney is granted under and by authority of the following resolution adopted by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000.

RESOLVED, that (1) the President, Vice President, or Secretary of ALLEGHENY CASUALTY COMPANY shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Company and affix the Company's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Company may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Company; and (3) the signature of any such Officer of ALLEGHENY CASUALTY COMPANY and the Company seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.



IN TESTIMONY WHEREOF, ALLEGHENY CASUALTY COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 12th day of November, A.D. 2009.

ALLEGHENY CASUALTY COMPANY

STATE OF NEW JERSEY
County of Essex

Secretary

On this 12th day of November 2009, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said the he is the therein described and authorized officer of the ALLEGHENY CASUALTY COMPANY; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires March 27, 2014

CERTIFICATION

I, the undersigned officer of ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

IN TESTIMONY WHEREOF, I have hereunto set my hand this 6 day of APRIL, 2011.

Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT



STATE OF CALIFORNIA

County of San Diego

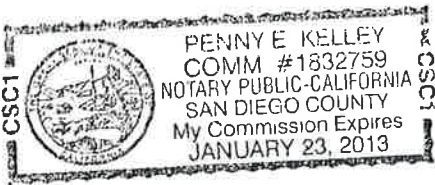
On APR 06 2011

before me, Penny E. Kelley, Notary Public

Here Insert Name and Title of the Officer

personally appeared Aidan Smock

Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal

Signature Penny E. Kelley, Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document:

Document Date: Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:

- Individual
Corporate Officer — Title(s):
Partner — Limited General
Attorney in Fact
Trustee
Guardian or Conservator
Other:



Signer Is Representing:

Signer's Name:

- Individual
Corporate Officer — Title(s):
Partner — Limited General
Attorney in Fact
Trustee
Guardian or Conservator
Other:



Signer Is Representing:



AWARD OF CONTRACT

The undersigned fully understands that a Contract is formed upon the acceptance of this Proposal by the Owner and the undersigned further agrees that upon request he will promptly execute and deliver to Owner a written memorial of the Contract together with the required Payment and Performance Bonds and proof of insurance.

BID GUARANTEE

The enclosed certified or cashier's check or bidder's bond on approved form, made payable to the Owner in the amount of ten percent of the total bid submitted herewith, is hereby given as a guarantee that the bidder will execute and deliver the above mentioned written memorial and required bonds and insurance if awarded the contract, and in the event that the undersigned fails or refuses to execute and deliver said documents, such check or bond is to be charged with the costs of the damages experienced by the Owner as a result of such failure or refusal, including but not limited to publication costs, the difference in money between the amount of the bid of the said principal and the amount for which obligee may legally contract with another party to perform the said work if such amount be in excess of the former, building lease or rental costs, transportation costs and additional salary costs that result from the delay due to the principal's default on the awarded contract. In no event, however, shall the Surety's liability exceed the penal sum hereof.

Name of Bidder: SDA SECURITY
Type of Organization: Corporation
Signed By: [Signature]
Title of Signer: President
Address of Bidder: 2054 State Street
San Diego, CA 92101

Affix Seal
If

Corporation

Telephone No.: (800) 894-1144

Contractor's License No.: 245668

Classification: C-7, C-10 Expiration Date: 04/30/2012

LICENSURE STATEMENTS ARE MADE UNDER PENALTY OF PERJURY

If bidder is a corporation, and signer is not President or Secretary, attach a certified copy of By-Laws or resolution authorizing execution. If bidder is a corporation, affix corporate seal. If signer is an agent, attach Power of Attorney. If bidder is not an individual, list names of other persons authorized to bind the organization.

COPY

ACKNOWLEDGMENT

State of California
County of San Diego

On April 6, 2011 before me, Kim J Verdugo/Notary Public
(insert name and title of the officer)

personally appeared Shandon Harbour
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Kim J Verdugo (Seal)





CONTRACTOR'S PROPOSAL

TO THE GOVERNING BOARD OF THE COUNTY OF RIVERSIDE:

Date: April 7, 2011

Bidder: SDA Security

The undersigned, having carefully examined the proposed site and the Plans and Specifications, the Notice Inviting Bids, the Instructions to Bidders, the Agreement Form, the Bond Forms, the General Conditions for the Construction of the **HALL OF JUSTICE SECURITY CARD READER** project, hereby proposes and agrees to furnish all tools, equipment, services, apparatus, facilities, transportation, labor and materials necessary to complete the work in strict conformity with the Plans and Specifications, including all work specified in Addenda numbered and dated:

Addendum No. 1 Date 3-28-2011

Addendum No. 2 Date 3-29-2011

Addendum No. 3 Date 4-04-2011

For the total Base Bid Four Hundred Ninety Thousand dollars (\$ 490,000.00), including all applicable taxes, permits, and licenses.

(Add or Deduct state which)

Alternate 1	\$ <u>60,856.00</u>	<u>Add</u>
Alternate 2	\$ <u>33,964.00</u>	<u>Add</u>
Alternate 3	\$ <u>15,445.00</u>	<u>Add</u>
Alternate 4	\$ <u>12,073.00</u>	<u>Add</u>

Bids must be submitted on all items. Failure to bid on all items may result in the bid being rejected as non-responsive. The basis for award will be the qualified bidder with the lowest total of the Base Bid and all alternates. Alternates may be awarded in any order after determination of the lowest responsible and responsive bidder.

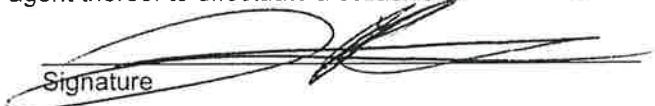
NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND
SUBMITTED WITH BID




State of California) ss.
County of Riverside)

John Bennett, being first duly sworn, deposes and says:

That he or she is Account Representative of SDA SECURITY the party making the foregoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.


Signature

Subscribed and sworn to before me this 4th day of April, 2011.


Signature of officer administering oath

BID BOND



KNOWN TO ALL MEN BY THESE PRESENTS, that we, the undersigned SDA SECURITY, as Principal; and ALLEGHENY CASUALTY COMPANY, as Surety, are hereby held and firmly bound unto the County of Riverside, hereinafter called the "Owner", in the sum of TEN PERCENT OF BID AMOUNT Dollars (\$ 10% OF BID) for the payment of such sum, well and truly to be made, do hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

WHEREAS, the said Principal is herewith submitting its Proposal for the HALL OF JUSTICE SECURITY CARD READER project.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the aforesaid Principal shall be awarded the Contract upon said Proposal and shall, within the required number of days after the notice of such award, execute a written memorial of the awarded Contract and submit the required Labor and Material Payment and faithful Performance Bond and proof of insurance, then this obligation shall be null and void; and in the event that the Principal fails and/or refuses to execute and deliver said documents this Bond will be charged with the costs of the damages experienced by the Owner as a result of such refusal, including but not limited to, publication cost, the difference in money between the amount of the bid of the said Principal and the amount for which the obligee may legally contract with another party to perform the said work if such amount be in excess of the former; building lease or rental costs, transportation cost, and additional salary costs that result from the delay due to the Principal's default on the awarded Contract. In no event however, shall the Surety's liability exceed the penal sum hereof.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their separate seals this 6 day of APRIL, 2011, the name and corporate seal of each corporate party being hereto affixed and those present duly signed by its undersigned representative, pursuant to authority of its governing body.

SDA SECURITY
(Firm Name - Principal)

2054 STATE STREET, SAN DIEGO, CA 92101
(Business Address)

By *[Signature]*
(Original Signature)

President
(Title)
ALLEGHENY CASUALTY COMPANY
(Corporation Name - Surety)

ONE NEWARK CENTER, 20TH FLOOR, NEWARK, NJ 07102
(Business Address)

By *[Signature]*
(Original Signature)

ATTORNEY-IN-FACT

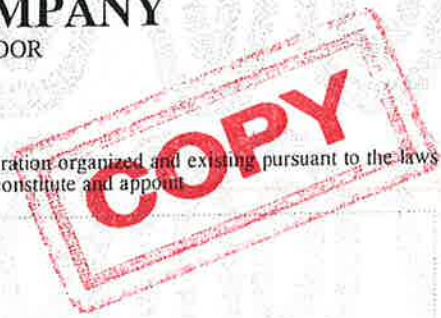
AIDAN SMOCK

Affix Seal
If
Corporation

Affix
Corporate
Seal

POWER OF ATTORNEY ALLEGHENY CASUALTY COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR
NEWARK, NEW JERSEY 07102-5207



KNOW ALL MEN BY THESE PRESENTS: That ALLEGHENY CASUALTY COMPANY, a corporation organized and existing pursuant to the laws of the State of Pennsylvania, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

NICK PAXSON, PENNY E. KELLEY, RICHARD HALLETT, AIDAN SMOCK

San Diego, CA.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting called and held on the 7th day of February, 1974.

The power of attorney is granted under and by authority of the following resolution adopted by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000.

RESOLVED, that (1) the President, Vice President, or Secretary of ALLEGHENY CASUALTY COMPANY shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Company and affix the Company's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof of related thereto; and (2) any such Officers of the Company may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Company; and (3) the signature of any such Officer of ALLEGHENY CASUALTY COMPANY and the Company seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.



IN TESTIMONY WHEREOF, ALLEGHENY CASUALTY COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 12th day of November, A.D. 2009.

ALLEGHENY CASUALTY COMPANY

STATE OF NEW JERSEY
County of Essex

Secretary

On this 12th day of November 2009, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said the he is the therein described and authorized officer of the ALLEGHENY CASUALTY COMPANY; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires March 27, 2014

CERTIFICATION

I, the undersigned officer of ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

IN TESTIMONY WHEREOF, I have hereunto set my hand this 6 day of APRIL, 2011.

Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of San Diego

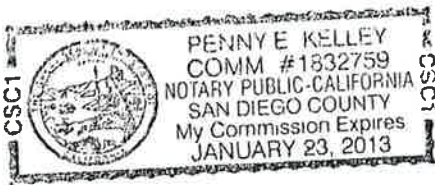
On **APR 06 2011**

before me, Penny E. Kelley, Notary Public

Here Insert Name and Title of the Officer

personally appeared Aidan Smock

Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/are subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity~~(ies)~~ and that by ~~his/her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal

Signature

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: _____



AWARD OF CONTRACT

The undersigned fully understands that a Contract is formed upon the acceptance of this Proposal by the Owner and the undersigned further agrees that upon request he will promptly execute and deliver to Owner a written memorial of the Contract together with the required Payment and Performance Bonds and proof of insurance.

BID GUARANTEE

The enclosed certified or cashier's check or bidder's bond on approved form, made payable to the Owner in the amount of ten percent of the total bid submitted herewith, is hereby given as a guarantee that the bidder will execute and deliver the above mentioned written memorial and required bonds and insurance if awarded the contract, and in the event that the undersigned fails or refuses to execute and deliver said documents, such check or bond is to be charged with the costs of the damages experienced by the Owner as a result of such failure or refusal, including but not limited to publication costs, the difference in money between the amount of the bid of the said principal and the amount for which obligee may legally contract with another party to perform the said work if such amount be in excess of the former, building lease or rental costs, transportation costs and additional salary costs that result from the delay due to the principal's default on the awarded contract. In no event, however, shall the Surety's liability exceed the penal sum hereof.

Name of Bidder: SDA SECURITY
Type of Organization: Corporation
Signed By: [Signature]
Title of Signer: President
Address of Bidder: 2054 State Street
San Diego, CA 92101

Affix Seal

If

Corporation

Telephone No.: (800) 894-1144

Contractor's License No.: 245668

Classification: C-7, C-10 Expiration Date: 04/30/2012

LICENSURE STATEMENTS ARE MADE UNDER PENALTY OF PERJURY

If bidder is a corporation, and signer is not President or Secretary, attach a certified copy of By-Laws or resolution authorizing execution. If bidder is a corporation, affix corporate seal. If signer is an agent, attach Power of Attorney. If bidder is not an individual, list names of other persons authorized to bind the organization.

ACKNOWLEDGMENT

COPY

State of California
County of San Diego)

On April 6, 2011 before me, Kim J Verdugo/Notary Public
(insert name and title of the officer)

personally appeared Shandon Harbour
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Kim J Verdugo (Seal)



CONTRACTOR'S PROPOSAL



TO THE GOVERNING BOARD OF THE COUNTY OF RIVERSIDE:

Date: April 7, 2011

Bidder: SDA Security

The undersigned, having carefully examined the proposed site and the Plans and Specifications, the Notice Inviting Bids, the Instructions to Bidders, the Agreement Form, the Bond Forms, the General Conditions for the Construction of the **HALL OF JUSTICE SECURITY CARD READER** project, hereby proposes and agrees to furnish all tools, equipment, services, apparatus, facilities, transportation, labor and materials necessary to complete the work in strict conformity with the Plans and Specifications, including all work specified in Addenda numbered and dated:

Addendum No. 1 Date 3-28-2011

Addendum No. 2 Date 3-29-2011

Addendum No. 3 Date 4-04-2011

For the total Base Bid Four Hundred Ninety Thousand dollars (\$ 490,000.00), including all applicable taxes, permits, and licenses.

(Add or Deduct state which)

Alternate 1	\$ <u>60,856.00</u>	<u>Add</u>
Alternate 2	\$ <u>33,964.00</u>	<u>Add</u>
Alternate 3	\$ <u>15,445.00</u>	<u>Add</u>
Alternate 4	\$ <u>12,073.00</u>	<u>Add</u>

Bids must be submitted on all items. Failure to bid on all items may result in the bid being rejected as non-responsive. The basis for award will be the qualified bidder with the lowest total of the Base Bid and all alternates. Alternates may be awarded in any order after determination of the lowest responsible and responsive bidder.

DESIGNATION OF SUBCONTRACTORS

In compliance with Section 4104 of the Public Contract Code the undersigned submits the following complete list of each Subcontractor who will perform work or labor or render service in or about the construction/installation in an amount of 1/2 of 1% of said total bid.



<u>PORTION OF THE WORK</u>	<u>SUBCONTRACTOR</u>	<u>LOCATION</u>
Locksmith/Door Hardware	Green's Lock & Safe	648 Shoppers Lane, Covina, Ca 91723
Locksmith/Door Hardware	Aames Lock & Safe	818 W.Chapman Ave, Orange, Ca 92868
Electrical/Wiring	Loe's Voltage	34375 Pecan Ave, Yucaipa, Ca 92399
Electrical/Wiring	Creo Electric	1241 Wright St., Santa Ana, Ca 92705
Elevator Contractor	Kone	1325 3rd St., Riverside, Ca 92507

A series of horizontal lines provided for additional subcontractor information, consisting of approximately 25 empty rows.

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND
SUBMITTED WITH BID

COPY

State of California) ss.
County of Riverside)

John Bennett, being first duly sworn, deposes and says:

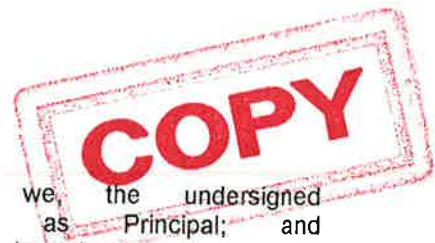
That he or she is Account Representative of SDA SECURITY the party making the foregoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.


Signature

Subscribed and sworn to before me this 4th day of April, 2011.


Signature of officer administering oath

BID BOND



KNOWN TO ALL MEN BY THESE PRESENTS, that we, the undersigned SDA SECURITY _____, as Principal; and ALLEGHENY CASUALTY COMPANY, as Surety, are hereby held and firmly bound unto the County of Riverside, hereinafter called the "Owner", in the sum of TEN PERCENT OF BID AMOUNT Dollars (\$ 10% OF BID) for the payment of such sum, well and truly to be made, do hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

WHEREAS, the said Principal is herewith submitting its Proposal for the **HALL OF JUSTICE SECURITY CARD READER** project.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the aforesaid Principal shall be awarded the Contract upon said Proposal and shall, within the required number of days after the notice of such award, execute a written memorial of the awarded Contract and submit the required Labor and Material Payment and faithful Performance Bond and proof of insurance, then this obligation shall be null and void; and in the event that the Principal fails and/or refuses to execute and deliver said documents this Bond will be charged with the costs of the damages experienced by the Owner as a result of such refusal, including but not limited to, publication cost, the difference in money between the amount of the bid of the said Principal and the amount for which the obligee may legally contract with another party to perform the said work if such amount be in excess of the former; building lease or rental costs, transportation cost, and additional salary costs that result from the delay due to the Principal's default on the awarded Contract. In no event however, shall the Surety's liability exceed the penal sum hereof.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their separate seals this 6 day of APRIL, 2011, the name and corporate seal of each corporate party being hereto affixed and those present duly signed by its undersigned representative, pursuant to authority of its governing body.

SDA SECURITY

(Firm Name - Principal)

2054 STATE STREET, SAN DIEGO, CA 92101

(Business Address)

By *[Signature]*

(Original Signature)

President

(Title)

ALLEGHENY CASUALTY COMPANY

(Corporation Name - Surety)

ONE NEWARK CENTER, 20TH FLOOR, NEWARK, NJ 07102

(Business Address)

By *[Signature]*

(Original Signature)

ATTORNEY-IN-FACT

AIDAN SMOCK

Affix Seal
If
Corporation

Affix
Corporate
Seal

POWER OF ATTORNEY

ALLEGHENY CASUALTY COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR
NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That ALLEGHENY CASUALTY COMPANY, a corporation organized and existing pursuant to the laws of the State of Pennsylvania, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

NICK PAXSON, PENNY E. KELLEY, RICHARD HALLETT, AIDAN SMOCK

San Diego, CA.



its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting called and held on the 7th day of February, 1974.

The power of attorney is granted under and by authority of the following resolution adopted by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000.

RESOLVED, that (1) the President, Vice President, or Secretary of ALLEGHENY CASUALTY COMPANY shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Company and affix the Company's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof of related thereto; and (2) any such Officers of the Company may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Company; and (3) the signature of any such Officer of ALLEGHENY CASUALTY COMPANY and the Company seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.



IN TESTIMONY WHEREOF, ALLEGHENY CASUALTY COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 12th day of November, A.D. 2009.

STATE OF NEW JERSEY
County of Essex

ALLEGHENY CASUALTY COMPANY

John C. Agg
Secretary

On this 12th day of November 2009, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said the he is the therein described and authorized officer of the ALLEGHENY CASUALTY COMPANY; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Vazquez

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires March 27, 2014

CERTIFICATION

I, the undersigned officer of ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

IN TESTIMONY WHEREOF, I have hereunto set my hand this 6 day of APRIL, 2011.

Maria H. Branco
Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT



STATE OF CALIFORNIA

County of San Diego

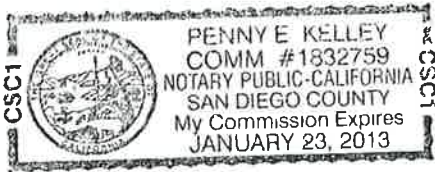
APR 06 2011

On _____ before me, Penny E. Kelley, Notary Public

Here Insert Name and Title of the Officer

personally appeared Aidan Smock

Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/are subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(~~ies~~), and that by ~~his/her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal

Signature

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

AWARD OF CONTRACT



The undersigned fully understands that a Contract is formed upon the acceptance of this Proposal by the Owner and the undersigned further agrees that upon request he will promptly execute and deliver to Owner a written memorial of the Contract together with the required Payment and Performance Bonds and proof of insurance.

BID GUARANTEE

The enclosed certified or cashier's check or bidder's bond on approved form, made payable to the Owner in the amount of ten percent of the total bid submitted herewith, is hereby given as a guarantee that the bidder will execute and deliver the above mentioned written memorial and required bonds and insurance if awarded the contract, and in the event that the undersigned fails or refuses to execute and deliver said documents, such check or bond is to be charged with the costs of the damages experienced by the Owner as a result of such failure or refusal, including but not limited to publication costs, the difference in money between the amount of the bid of the said principal and the amount for which obligee may legally contract with another party to perform the said work if such amount be in excess of the former, building lease or rental costs, transportation costs and additional salary costs that result from the delay due to the principal's default on the awarded contract. In no event, however, shall the Surety's liability exceed the penal sum hereof.

Name of Bidder: SDA SECURITY
Type of Organization: Corporation
Signed By: [Signature]
Title of Signer: President
Address of Bidder: 2054 State Street
San Diego, CA 92101

Affix Seal
If
Corporation

Telephone No.: (800) 894-1144
Contractor's License No.: 245668
Classification: C-7, C-10 Expiration Date: 04/30/2012

LICENSURE STATEMENTS ARE MADE UNDER PENALTY OF PERJURY

If bidder is a corporation, and signer is not President or Secretary, attach a certified copy of By-Laws or resolution authorizing execution. If bidder is a corporation, affix corporate seal. If signer is an agent, attach Power of Attorney. If bidder is not an individual, list names of other persons authorized to bind the organization.

NOTICE INVITING BIDS

COUNTY OF RIVERSIDE, herein called Owner, invites sealed proposals for the **HALL OF JUSTICE SECURITY CARD READER** project.

This project is to install new security card readers and system throughout the floors of the Hall of Justice Courthouse.

Proposals shall be delivered to the Clerk of the Board of Supervisors, on the 1st floor of the County Administrative Center located at 4080 Lemon Street, Riverside, CA 92501 no later than **10:00 A.M.** on **Thursday, April 7th 2011** to be promptly opened in public at said address.

Each Proposal shall be in accordance with the Plans, Specifications, and other Contract Documents, dated December 2010, and prepared by MRC Engineering Inc. Plans and Specifications may be obtained from:

PlanIT Reprographics located at 77738 Flora Road, Palm Desert, CA (760) 345-2500.
Mission Reprographics located at 2050 E La Cadena Dr # L, Riverside, CA (951) 686-8828.

A nonrefundable fee estimated at thirty-five dollars (\$35) will be charged for each set of Plans and Specifications furnished to Contractors. An additional nonrefundable fee will be charged for each set of Plans and Specifications that are requested to be mailed to Contractors. All fees are due at the time of request and must be paid by check or money order made payable to the appropriate reproduction company.

Pursuant to the Labor Code, the Governing Board of the Owner has obtained from the Director of the Department of Industrial Relations, State of California, his determination of general prevailing rates of per diem wages applicable to the work, and for holiday and overtime work, including employer payments for health and welfare, pension, vacation, and similar purposes, as set forth on the schedule which is on file at the principal office of the Owner, and which will be made available to any interested person upon request.

The Contract General Conditions for this project will contain provisions allowing successful contractor to substitute securities for monies withheld by the County to ensure performance (Public Contract Code 22300).

A Performance Bond and Payment Bond shall be required for this Project.

The Contractor will be required, per Public Contracts Code, Section 3300 and for this contract, to have a State of California contractor's license classification B- General Contractor or C7 – Low Voltage Systems Contractor or C10 – Electrical Contractor. A **MANDATORY** pre-bid job walk inspection will be held on **MONDAY, March 21st 2011** starting at **11:00 A.M.**, meeting at the Riverside Hall of Justice located at 4100 Main Street, Riverside, Ca. We will meet in front of the building next to the parking lot.

For further information, contact Sergio Pena, at the Riverside County's Economic Development Agency located at 3403 10th Street, Riverside, CA 92501 whose telephone number is (951) 955-2809.

ACKNOWLEDGMENT

COPY

State of California
County of San Diego)

On April 6, 2011 before me, Kim J Verdugo/Notary Public
(insert name and title of the officer)

personally appeared Shandon Harbour
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Kim J Verdugo (Seal)



**Hall of Justice Security Card Reader
April 7, 2011 10:00 AM**

**SEALED BID RECEIVED
CLERK OF THE BOARD OF SUPERVISORS**

RECEIVED RIVERSIDE COUNTY
CLERK / BOARD OF SUPERVISORS

2011 APR -7 AM 9:20

AWARD OF CONTRACT

The undersigned fully understands that a Contract is formed upon the acceptance of this Proposal by the Owner and the undersigned further agrees that upon request he will promptly execute and deliver to Owner a written memorial of the Contract together with the required Payment and Performance Bonds and proof of insurance.

BID GUARANTEE

The enclosed certified or cashier's check or bidder's bond on approved form, made payable to the Owner in the amount of ten percent of the total bid submitted herewith, is hereby given as a guarantee that the bidder will execute and deliver the above mentioned written memorial and required bonds and insurance if awarded the contract, and in the event that the undersigned fails or refuses to execute and deliver said documents, such check or bond is to be charged with the costs of the damages experienced by the Owner as a result of such failure or refusal, including but not limited to publication costs, the difference in money between the amount of the bid of the said principal and the amount for which obligee may legally contract with another party to perform the said work if such amount be in excess of the former, building lease or rental costs, transportation costs and additional salary costs that result from the delay due to the principal's default on the awarded contract. In no event, however, shall the Surety's liability exceed the penal sum hereof.

Name of Bidder: WEST Corporation
Type of Organization: Corporation
Signed By: Ca Wall
Title of Signer: President
Address of Bidder: PO Box 414
Cayucos, CA 93430

Affix Seal
If
Corporation

Telephone No.: 805-772-2863
Contractor's License No.: 698080
Classification: C-10, C-7 Expiration Date: 10/31/12

LICENSURE STATEMENTS ARE MADE UNDER PENALTY OF PERJURY

If bidder is a corporation, and signer is not President or Secretary, attach a certified copy of By-Laws or resolution authorizing execution. If bidder is a corporation, affix corporate seal. If signer is an agent, attach Power of Attorney. If bidder is not an individual, list names of other persons authorized to bind the organization.

CONTRACTOR'S PROPOSAL

TO THE GOVERNING BOARD OF THE COUNTY OF RIVERSIDE:

Date: 4-5-11

Bidder: Walsh Electronics Systems Technology DBA: WEST Corporation

The undersigned, having carefully examined the proposed site and the Plans and Specifications, the Notice Inviting Bids, the Instructions to Bidders, the Agreement Form, the Bond Forms, the General Conditions for the Construction of the **HALL OF JUSTICE SECURITY CARD READER** project, hereby proposes and agrees to furnish all tools, equipment, services, apparatus, facilities, transportation, labor and materials necessary to complete the work in strict conformity with the Plans and Specifications, including all work specified in Addenda numbered and dated:

Addendum No. 1 Date 3-28-11
Addendum No. 2 Date 3-29-11
Addendum No. 3 Date 4-4-11

For the total Base Bid Five hundred twenty eight thousand dollars (\$ 528,182),
including all applicable taxes, permits, and licenses. one hundred eighty two

(Add or Deduct state which)

Alternate 1	\$ <u>95,810</u>	<u>Add</u>
Alternate 2	\$ <u>61,120</u>	<u>Add</u>
Alternate 3	\$ <u>25,621</u>	<u>Add</u>
Alternate 4	\$ <u>26,145</u>	<u>Add</u>

Bids must be submitted on all items. Failure to bid on all items may result in the bid being rejected as non-responsive. The basis for award will be the qualified bidder with the lowest total of the Base Bid and all alternates. Alternates may be awarded in any order after determination of the lowest responsible and responsive bidder.

* Please see attachment "A"

Attachment "A"

Addendum 1 – II. – 6 / per the Honeywell district sales manager WCS7 is not WIN-PAK software and was not included in the bid, WIN-PAX-PE software was include.

Addendum 1 – II. – 4 / per the Honeywell district sales manager PF-4 are access control cards they are photo flaps. We have included the cost of 1000 smart cards part number NC-OKPON26 to work with the specified reader and WIN-PAX software.

Addendum 1 – II. – 16 / the elevator contractors cost is included in the contract cost.

**NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND
SUBMITTED WITH BID**

State of California) ss.
County of Riverside)

Carolyn Walsh, being first duly sworn, deposes and says:

That he or she is Secretary/Treasurer of Walsh Electronics Systems Technology the party making the foregoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Carolyn Walsh
Signature

Subscribed and sworn to before me this 5th day of April, 2011.

Jodi L. Fowler, notary public
Signature of officer administering oath



BID BOND

KNOWN TO ALL MEN BY THESE PRESENTS, that we, the undersigned WALSH ELECTRONICS SYSTEMS TECHNOLOGY, as Principal; and SURETEC INSURANCE COMPANY, as Surety, are hereby held and firmly bound unto the County of Riverside, hereinafter called the "Owner", in the sum of TEN PERCENT OF THE AMOUNT BID Dollars (\$ 10%) for the payment of such sum, well and truly to be made, do hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

WHEREAS, the said Principal is herewith submitting its Proposal for the **HALL OF JUSTICE AND LARSEN JUSTICE CENTER SECURITY CARD READER** project.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the aforesaid Principal shall be awarded the Contract upon said Proposal and shall, within the required number of days after the notice of such award, execute a written memorial of the awarded Contract and submit the required Labor and Material Payment and faithful Performance Bond and proof of insurance, then this obligation shall be null and void; and in the event that the Principal fails and/or refuses to execute and deliver said documents this Bond will be charged with the costs of the damages experienced by the Owner as a result of such refusal, including but not limited to, publication cost, the difference in money between the amount of the bid of the said Principal and the amount for which the obligee may legally contract with another party to perform the said work if such amount be in excess of the former; building lease or rental costs, transportation cost, and additional salary costs that result from the delay due to the Principal's default on the awarded Contract. In no event however, shall the Surety's liability exceed the penal sum hereof.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their separate seals this 25 day of MARCH, 2011, the name and corporate seal of each corporate party being hereto affixed and those present duly signed by its undersigned representative, pursuant to authority of its governing body.

WALSH ELECTRONICS SYSTEMS TECHNOLOGY

(Firm Name - Principal)

PO Box 414 Cameros, CA 93430
(Business Address)

By [Signature]
(Original Signature)

President
(Title)

SURETEC INSURANCE COMPANY

(Corporation Name - Surety)

3033 5TH AVENUE, SUITE 300, SAN DIEGO, CA 92103
(Business Address)

By [Signature]
(Original Signature) SANDRA R. BLACK

ATTORNEY-IN-FACT

Affix Seal
if
Corporation

Affix
Corporate
Seal

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Sacramento

On 3/25/2011 before me, Sokha Khon, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Sandra R. Black
Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature Sokha Khon
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing:
SURETEC INSURANCE
COMPANY

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing:

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Sharon J. Rusconi, Sandra R. Black

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety, providing the bond penalty does not exceed

Five Million Dollars and no/100 (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment shall continue in force until 10/31/11 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 28th day of October, A.D. 2008.



SURETEC INSURANCE COMPANY

By: [Signature]
B.J. King, President

State of Texas ss:
County of Harris

On this 28th day of October, 2008 before me personally came B.J. King, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



[Signature]
Michelle Denny, Notary Public
My commission expires August 27, 2012

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 25 day of March, 2011, A.D.

[Signature]
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.



Walsh Electronics Systems Technology

P.O. Box 414 Cayucos, CA 93430

(805) 772 2863 (925) 672-9378

Fax (805) 772-2893

C-10 / C-7 License 698080 • Alarm License ACO 3898

With a clear vision of how a security company should best conduct business and serve clients, Walsh Electronics Systems Technology, (WEST Corp.) was founded in 1993. Drawing on many years in the security industry as an installer, service technician, project manager, engineer and company owner, I wanted to start a company expert in the installation of access control, closed circuit television, and other building electronic systems. It was imperative that the company be ingrained with the highest sense of integrity. The company charter was, and still is, to build a company infused with a passion to satisfy its clients.

To that end, the required Teams have been assembled, consisting of:

- A Project Team of field technicians, project managers, engineers, sales people and support staff. Our Project team is enthusiastic and takes pride in doing an exceptional job resulting in satisfied clients. WEST Corp. provides its employees with an environment wherein each is able to achieve their fullest potential through continued training and education. Full medical and dental benefits, paid vacations and holidays, and pay commensurate with skills and experience are provided to all employees. WEST Corp. recognizes its employees to be the major asset of a successful company.
- A Support Team of banking institutions, insurance and bonding companies and company generated resources to nourish growth. WEST Corp. enjoys an excellent financial rating with suppliers and the bonding company. We have also maintained a close, strong, and continued relationship with the bank. Attached is a list of specific institutions.
- A Management Team to administer, regulate, direct and control company growth.

From award of contract to job completion our goal is to raise *and exceed* your expectations. Immediately following award of contract, a job meeting is held with the assigned project manager, salesperson, project engineer and management to review the project, schedule manpower and materials, and satisfy all concerned that the project will be completed correctly and on time. The WEST Team has successfully completed retrofits and new systems for prominent companies. Attached is a reference list. We encourage you to call any of our clients you wish.

We are very proud of what we are and how we do it. Our satisfied clients and dedicated Team members say it best... every day.

Sincerely,

Dan Walsh

WEST Corp. Company Information, 1 page
WEST Corp. Legal and Financial References, 1 page
WEST Corp. Client Reference List, 1 page

WEST CORP. COMPANY INFORMATION

COMPANY:

Walsh Electronics Systems Technologies, Inc. (d.b.a. WEST Corp.)

571 Embarcadero Rd. #H.

Moro Bay Ca. 93442

805 772 2863

805 772 2893

Concord

925-672-9278 (24/7)

Southern Ca. 562 843 6927

Accounting office:

P.O. Box 414

Cayucos, CA 93430

805 995 2237

TYPE OF BUSINESS:

Corporate Security Systems Sales, Design, Installation and Service

CORPORATE OFFICERS:

Daniel L. Walsh, President

805 995 1505

Carolyn Walsh, Chief Financial Officer

805 995 1505

FINANCIAL:

Washington Mutual

Moro Bay Ca.

800 788 7000

LICENSES:

CA Electrical Contractor Lic. And Low Voltage Lic. No.: 698080

CA Alarm Lic. No.: 3898

WEST CORP. LEGAL AND FINANCIAL REFERENCES

The following is a summary of WEST Corp's business and financial associations:

INSURANCE- General Liability, Workman Comp., and Auto

Delta Valley Insurance

9040 Brentwood Blvd. # C
Brentwood Ca. 94513

BONDING- Bid and Performance

Lesron Insurance Agency, Inc.

2381 El Camino Ave
Sacramento, CA 95821
Sharon Rusconi , Agent
(916) 481-8108

ACCOUNTING

Radakovic & Shaw, LLP

3220 Higuera St
Suite 201
San Luis Obispo, CA
(805) 544-1557

CORPORATE COUNSEL

Richard Black

1350 Treat Blvd., Suite 320
Walnut Creek, CA 94596
Richard Black, Attorney
(925) 932-8400

WEST CORP CLIENT REFERENCE LIST

This reference list is a cross-section of customers currently being served by WEST Corp. Projects includes Access Control, Closed Circuit Television, and Alarm Monitoring systems. In many systems, components include Fiber Optics, LAN Systems, Wireless LAN, Modem Communications, Microwave Video, Radio Frequency Video, and RF Alarm systems.

Project values range from a few thousand dollars to on-going projects exceeding several hundred thousand dollars. We are proud of our customer base, and consider them to be an asset equaled only by members of the WEST Team. Quality, not quantity, is how we build and satisfy our customer base.

This Reference List is being made available to you for your use only. This information is proprietary to Walsh Electronics Systems Technology, Inc.(WEST Corp.).

Please contact us if you have a problem contacting our references. Most of these contacts are upper management and can be difficult to contact.

Hastings College

Scott Hallahan
415-565-4611

Monterey Salinas Transit

Ben Newman
831-393-8107

Flextronix

Mike Palamino
510-576-5891

Alza Corp.

Brian Heffron
707-453-3680

Sanmina

Tom Nickolaysen
415- 783 5081

Fairfield/Suisun Sewer District

Kirk Howard
707-429-8930

Modesto Irrigation District

Randy Hawke
209-526-7506

Richmond HS / SGI Const. Mng.

Hector Deleon
510-412-5657

Monterey Bay Aquarium

Jim Fuller
831 647 6841

Franklin Templeton

Stefanie Dierlof
800-632-2350

Additional references available upon request

Date: March 29, 2011
Project: Riverside Hall of Justice Card Reader System
Project No.: FMA 33391 #20063998
Addendum: NUMBER TWO

I. STATEMENT TO ALL BIDDERS:

1. The Bid date has been extended as follows:

April 7, 2011 at 10:00 A.M. at the Clerk of the Board.

Refer to the attached Notice Inviting Bids.

-----END-----

INSTRUCTIONS TO BIDDERS

FORM OF PROPOSAL: The Proposal must be made on the attached Contractor's Proposal Form which must be filled out completely, dated and signed by the bidder or duly authorized agent in accordance with the directions on the Proposal Form. Each Proposal shall include a complete list of the Subcontractors proposed for every portion of the work, in accordance with Public Contract Code, Section 4100-4114, inclusive.

B. **SUBMISSION OF THE PROPOSAL:** Signed copies of each Proposal shall be sealed in an envelope labeled with Title of Bid and Opening Time. Proposals shall be submitted at the place designated in the Notice Inviting Bids at or before the time specified in said notice. Before that time a proposal may be withdrawn, but only in person by the bidder or someone authorized by him in writing, and not by telephone or telegram.

C. **DRAWINGS AND SPECIFICATIONS:** All drawings provided become a part of the Bid Documents. Sets may be acquired for the sum of thirty-five dollars (\$35) per set plus an additional fee per set for mailing if required. Plans and Specifications may be obtained from:

PlanIT Reprographics located at 77738 Flora Road, Palm Desert, CA (760) 345-2500.

Mission Reprographics located at 2050 E La Cadena Dr # L, Riverside, CA (951) 686-8828.

All fees are due at the time of request and must be paid to the respective reprographic company.

D. **INTERPRETATION OF THE DOCUMENTS:** Discrepancies in and omissions from the Plans, Specifications or other Contract Documents or questions as to their meaning shall, at once, be brought to the attention of the Owner. Any interpretation of the Documents will be made only by Addenda duly issued and a copy of such Addenda will be mailed or delivered to each person or firm receiving a set of such documents. The Owner will not be responsible for any other explanations or interpretations. Should anything in the scope of the work or any of the sections of the Specifications be of such nature as to be apt to cause disputes between the various trades involved, such information shall be promptly called to the attention of the Owner.

E. **ADDENDA TO THE DOCUMENTS:** The Owner reserves the right to issue such Addenda to the documents as it may desire at any time prior to the time fixed for receiving Proposals. A copy of all such Addenda will be promptly mailed or delivered to each bidder. The number and date of each Addenda shall be listed on the Contractor's Proposal in the space provided.

F. **OWNER'S RESERVATION OF RIGHTS:** The Owner reserves the right to reject any or all Proposals and to waive any informalities in a bid or in the bidding. No bidder may withdraw his bid for a period of sixty (60) days after the time set for the opening thereof.

G. **BIDDER'S CHECK OR BOND:** Each Proposal must be accompanied by a certified or cashier's check or by a bid bond on the form supplied by the Owner, drawn in favor of the Owner in an amount not less than ten percent (10%) of the total Proposal. This check or bond shall be given as a guarantee that the bidder, if awarded the contract, will execute and deliver the Contract Documents and the required Payment and Performance Bonds and proof of insurance in accordance with his Proposal accepted by the Owner. In default of execution of the Contract upon award and/or delivery of said Payment and Performance Bonds, such Proposal bond or check shall be held subject to payment to the Owner of the difference in money between the amount of the bidder's Proposal and the amount for which the Owner may legally contract with another party to perform the said work, together with the costs to the Owner of redrafting, redrawing and publishing documents and papers shall, in addition, be held subject to all other actual damages suffered by the Owner, as set forth on the Contract Documents. Said check or bond will be returned upon the close of the period mentioned in Paragraph F above, and to the successful bidder upon execution of the Contract Documents. **NO BONDS WILL BE ACCEPTED UNLESS SUBMITTED ON THE FORM SUPPLIED BY OWNER.**

H. **AWARD OF CONTRACT:** The Contract shall be awarded upon a Resolution or Minute Order to that effect duly adopted by the Governing Board of the Owner. Execution of the Contract Documents shall constitute a written memorial thereof.

Jennings, Jane E.

From: Jennings, Jane E.
Sent: Tuesday, March 29, 2011 3:30 PM
To: Pena, Sergio @EDA
Cc: Gil, Cecilia; Rector, Kimberly
Subject: RE: HOJ Card Reader
Attachments: Procedure to Withdraw a Bid.pdf

Hi Sergio,

Per my request below to speak to you, and the voice mail messages I left on your office & cell phone, before picking up the bid, I did find out from County Counsel that the procedure to withdraw a bid is: the person making the request, is to submit to me in writing, that they want to pick up their bid.....see attached, highlighted Section B, "Instructions to Bidders" for this project. By picking it up yourself, it could open the possibility of jeopardizing the confidentiality of the bid.....again, per County Counsel. As an aside, if the Contractor wanted you to pick it up and mail it, then he should have provided that request to me in writing.

I will keep a copy of this information in my bid folder, in case anything comes up in the future. Since bid openings, are technically, a legal function, I wanted to make sure I was following the letter of the law, so to speak.

Thanks,
Jane

~~~~~

Jane E. Jennings  
Board Assistant for  
Clerk of the Board of Supervisors  
MAIL STOP #1010  
951-955-8092  
951-955-1071 - Fax  
[je.jennings@rcbos.org](mailto:je.jennings@rcbos.org)

**The County Administrative Center  
is closed every Friday.**

---

**From:** Jennings, Jane E.  
**Sent:** Tuesday, March 29, 2011 2:16 PM  
**To:** Pena, Sergio @EDA  
**Subject:** RE: HOJ Card Reader

Sergio, please call me.....





Walsh Electronics Systems Technology  
PO Box 414 Cayucos Ca. 93430  
(805) 772 2863(925) 672-9378  
Fax (805) 772-2893  
C-10 / C-7 License 698080 • Alarm License ACO 3898

Date: March 22, 2011

To: Sergio Pena Pena, Sergio @EDA [sepena@rivcoeda.org]

From: Dan Walsh

Re: Project 20063998 – Access Control System Hall of Justice

Please return our bid ASAP via next day FED-X. The reason we are requesting the bid to be returned is do to EDA issuing new addendums after the bid was delivered.

Return Address

571 Embarcadero Rd. Suites G&H  
Morro Bay Ca. 93442

Thanks

Dan Walsh

**Jennings, Jane E.**

---

**From:** Pena, Sergio @EDA [sepена@rivcoeda.org]  
**Sent:** Tuesday, March 29, 2011 4:16 PM  
**To:** Jennings, Jane E.  
**Subject:** FW: FedEx Pickup Confirmation

Sergio Pena, Associate AIA  
Supervising Facilities Project Manager

County of Riverside  
Economic Development Agency  
Design and Construction

951-955-2809  
951-250-2382 cell  
951-955-4890 fax  
[sepена@rivcoeda.org](mailto:sepена@rivcoeda.org)

---

**From:** [pickup@fedex.com](mailto:pickup@fedex.com) [<mailto:pickup@fedex.com>]  
**Sent:** Tuesday, March 29, 2011 1:42 PM  
**To:** Pena, Sergio @EDA  
**Subject:** FedEx Pickup Confirmation

## FedEx Pickup Confirmation — FedEx Express ONTA561

Thank you for shipping with FedEx. Your pickup request is scheduled. FedEx will pick up your shipment at the address below.

|                  |                          |                       |                                 |
|------------------|--------------------------|-----------------------|---------------------------------|
| Company          | <b>Select or enter</b>   | <b>FedEx Express</b>  | <b>Confirmation no. ONTA561</b> |
| Contact Name     | <b>Jeni Rodriguez</b>    | Total no. of packages | <b>1</b>                        |
| Country/Location | <b>United States</b>     | Total weight          | <b>1 lbs</b>                    |
| Address          | <b>3403 Tenth Street</b> | Pickup Date           | <b>March 29, 2011</b>           |
| City             | <b>Riverside</b>         | Pickup Time           | <b>2:00PM - 6:00PM</b>          |
| State            | <b>California</b>        |                       |                                 |
| ZIP code         | <b>92501</b>             |                       |                                 |
| Phone no.        | <b>9519559774</b>        |                       |                                 |

This is a post-only mailing. Please do not reply to this message.



**INLAND SOUTHERN  
CALIFORNIA  
REDEVELOPMENT ASSOCIATION**

**REDEVELOPMENT SUPPORTS**

**WWW.SAVI**

**\*\*\*As a cost savings measure, county facilities are closed every Friday\*\*\***

This tracking update has been sent to you by FedEx on the behalf of the Requestor noted above. FedEx does not validate the authenticity of the requestor and does not validate, guarantee or warrant the authenticity of the request, the requestor's message, or the accuracy of this tracking update. For tracking results and fedex.com's terms of use, go to [fedex.com](http://fedex.com).

Thank you for your business.



INLAND SOUTHERN  
CALIFORNIA  
REDEVELOPMENT ASSOCIATION

REDEVELOPMENT SUPPORTS

WWW.SAVI

**\*\*\*As a cost savings measure, county facilities are closed every Friday\*\*\***

## Jennings, Jane E.

---

**From:** Pena, Sergio @EDA [sepena@rivcoeda.org]  
**Sent:** Tuesday, March 29, 2011 4:16 PM  
**To:** Jennings, Jane E.  
**Subject:** FW: FedEx Shipment Notification

Sergio Pena, Associate AIA  
Supervising Facilities Project Manager

County of Riverside  
Economic Development Agency  
Design and Construction

951-955-2809  
951-250-2382 cell  
951-955-4890 fax  
[sepena@rivcoeda.org](mailto:sepena@rivcoeda.org)

---

**From:** [TrackingUpdates@fedex.com](mailto:TrackingUpdates@fedex.com) [<mailto:TrackingUpdates@fedex.com>]  
**Sent:** Tuesday, March 29, 2011 1:56 PM  
**To:** Pena, Sergio @EDA  
**Subject:** FedEx Shipment Notification

---

This tracking update has been requested by:

Name: Jeni Rodriguez  
E-mail: [jenirodriguez@rivcoeda.org](mailto:jenirodriguez@rivcoeda.org)

---

Jeni Rodriguez sent Carolyn Walsh of West Corporation 1 FedEx Standard Overnight package(s).

This shipment is scheduled to be sent on 03/29/2011.

Reference information includes:

Invoice number: FM08000003998  
Purchase order number: Sergio Pena  
Reference: Hall of Justice  
Special handling/Services: Deliver Weekday  
Status: Shipment information sent to FedEx  
Tracking number: [794589096372](https://www.fedex.com/track/794589096372)

To track the latest status of your shipment, click on the tracking number above, or visit us at [fedex.com](https://www.fedex.com).

To learn more about FedEx Express, please visit our website at [fedex.com](https://www.fedex.com).

**WEST Corporation**  
Walsh Electronics Systems  
P.O. Box 414  
Cayucos, CA 93430

Clerk of the Board of Supervisors  
1st Floor County Administrative Center  
1080 Lemon Street  
Riverside, CA 92501

310: Hall of Justice and Larsen Justice Center Security Card Readers  
Bid Time: APR 11 7, 2011 2:00 PM

**SEALED BID RECEIVED**  
CLERK OF THE BOARD OF SUPERVISORS

RECEIVED RIVERSIDE COUNTY  
CLERK / BOARD OF SUPERVISORS  
2011 APR - 6 AM 9: 38

1-800-477-7477 or visit **UPS.com**<sup>®</sup>  
3: Shipment Label

<https://www.ups.com/uis/create/ActionOriginalPrintAccount> **Apply shipping documents on this si**

 **FOR UPS SHIPPING ONLY**

velope for:

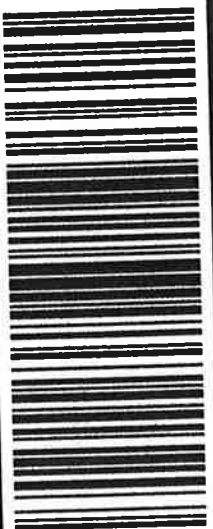
**SHIP TO:**  
CLERK OF THE BOARD OF SUPERVISORS  
1ST FLOOR COUNTY ADMIN. CENTER  
4080 LEMON STREET  
**RIVERSIDE CA 92501-3609**

**CA 925 0-02**



**UPS NEXT DAY AIR 1**

TRACKING #: 1Z 6VE 487 01 9955 7270



BILLING: P/P



UPS 13.1.13. WXP0V50 12.0A 01/2011

**Expedited<sup>SM</sup>**

 **FOR UPS SHIPPING ONLY**

2011 APR 15 11:02 AM  
RIVERSIDE CA 92501-3609

Security Card Readers  
211 2:00 PM

CLERK OF THE BOARD OF SUPERVISORS  
1ST FLOOR COUNTY ADMIN. CENTER  
4080 LEMON STREET  
RIVERSIDE CA 92501-3609

**CONTRACTOR'S PROPOSAL**

TO THE GOVERNING BOARD OF THE COUNTY OF RIVERSIDE:

Date: 4/6/2011

Bidder: Apple Valley Communications Inc.

The undersigned, having carefully examined the proposed site and the Plans and Specifications, the Notice Inviting Bids, the Instructions to Bidders, the Agreement Form, the Bond Forms, the General Conditions for the Construction of the **HALL OF JUSTICE SECURITY CARD READER** project, hereby proposes and agrees to furnish all tools, equipment, services, apparatus, facilities, transportation, labor and materials necessary to complete the work in strict conformity with the Plans and Specifications, including all work specified in Addenda numbered and dated:

Addendum No. #1 Date 3/28/2011

Addendum No. #2 Date 3/29/2011

Addendum No. #3 Date 4/4/2011

For the total Base Bid Four Hundred Sixty One Thousand, One Hundred Eight Five dollars (\$ 461,185.00), including all applicable taxes, permits, and licenses.

|             |                      | (Add or Deduct state which) |
|-------------|----------------------|-----------------------------|
| Alternate 1 | \$ <u>75,679.00</u>  | <u>Add</u>                  |
| Alternate 2 | \$ <u>51,739.00</u>  | <u>Add</u>                  |
| Alternate 3 | \$ <u>26,099.00</u>  | <u>Add</u>                  |
| Alternate 4 | \$ <u>130,053.00</u> | <u>Add</u>                  |

Bids must be submitted on all items. Failure to bid on all items may result in the bid being rejected as non-responsive. The basis for award will be the qualified bidder with the lowest total of the Base Bid and all alternates. Alternates may be awarded in any order after determination of the lowest responsible and responsive bidder.





**AWARD OF CONTRACT**

The undersigned fully understands that a Contract is formed upon the acceptance of this Proposal by the Owner and the undersigned further agrees that upon request he will promptly execute and deliver to Owner a written memorial of the Contract together with the required Payment and Performance Bonds and proof of insurance.

**BID GUARANTEE**

The enclosed certified or cashier's check or bidder's bond on approved form, made payable to the Owner in the amount of ten percent of the total bid submitted herewith, is hereby given as a guarantee that the bidder will execute and deliver the above mentioned written memorial and required bonds and insurance if awarded the contract, and in the event that the undersigned fails or refuses to execute and deliver said documents, such check or bond is to be charged with the costs of the damages experienced by the Owner as a result of such failure or refusal, including but not limited to publication costs, the difference in money between the amount of the bid of the said principal and the amount for which obligee may legally contract with another party to perform the said work if such amount be in excess of the former, building lease or rental costs, transportation costs and additional salary costs that result from the delay due to the principal's default on the awarded contract. In no event, however, shall the Surety's liability exceed the penal sum hereof.

Name of Bidder: Apple Valley Communications Inc  
Type of Organization: Corporation  
Signed By: Jay Lovato *Jg 2/16*  
Title of Signer: Agent - Chief Estimator / Project Manager *Secretary*  
Address of Bidder: 21845 U.S. Hwy. 18  
Apple Valley, CA 92307

Affix Seal  
If

Corporation

Telephone No.: 760-247-2668  
Contractor's License No.: 542642  
Classification: C-10 & C-7 Expiration Date: 9/30/2011

**LICENSURE STATEMENTS ARE MADE UNDER PENALTY OF PERJURY**

If bidder is a corporation, and signer is not President or Secretary, attach a certified copy of By-Laws or resolution authorizing execution. If bidder is a corporation, affix corporate seal. If signer is an agent, attach Power of Attorney. If bidder is not an individual, list names of other persons authorized to bind the organization.

**NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND  
SUBMITTED WITH BID**

State of California ) ss.  
County of Riverside )

Jay Lovato, being first duly sworn, deposes and says:

That he or ~~she~~ is Agent of Apple Valley Communications the party making the foregoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Jay Lovato  
Signature

Subscribed and sworn to before me this 6 day of April, 2011.



Angela Shattles  
Signature of officer administering oath

**BID BOND**

KNOWN TO ALL MEN BY THESE PRESENTS, that we, the undersigned Apple Valley Communications, Inc., as Principal; and North American Specialty Insurance Company, as Surety, are hereby held and firmly bound unto the County of Riverside, hereinafter called the "Owner", in the sum of Ten Percent of the Total Bid Amount Dollars (\$ 10% of the Total Bid Amount ) for the payment of such sum, well and truly to be made, do hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

WHEREAS, the said Principal is herewith submitting its Proposal for the **HALL OF JUSTICE SECURITY CARD READER** project.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the aforesaid Principal shall be awarded the Contract upon said Proposal and shall, within the required number of days after the notice of such award, execute a written memorial of the awarded Contract and submit the required Labor and Material Payment and faithful Performance Bond and proof of insurance, then this obligation shall be null and void; and in the event that the Principal fails and/or refuses to execute and deliver said documents this Bond will be charged with the costs of the damages experienced by the Owner as a result of such refusal, including but not limited to, publication cost, the difference in money between the amount of the bid of the said Principal and the amount for which the obligee may legally contract with another party to perform the said work if such amount be in excess of the former; building lease or rental costs, transportation cost, and additional salary costs that result from the delay due to the Principal's default on the awarded Contract. In no event however, shall the Surety's liability exceed the penal sum hereof.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their separate seals this 6th day of April, 2011, the name and corporate seal of each corporate party being hereto affixed and those present duly signed by its undersigned representative, pursuant to authority of its governing body.

Apple Valley Communications, Inc.  
(Firm Name - Principal)

12845 Highway 18, Apple Valley, CA 92307  
(Business Address)

By [Signature]  
(Original Signature)

Secretary / Agent / Chief Estimator  
(Title)

North American Specialty Insurance Company  
(Corporation Name - Surety)

701 S. Parker St., Suite 3800, Orange, CA 92868  
(Business Address)

By [Signature]  
(Original Signature) Shaunna R. Burchfiel

ATTORNEY-IN-FACT

Affix Seal  
If  
Corporation

Affix  
Corporate  
Seal

# ACKNOWLEDGMENT

State of California  
County of Orange )

On April 6th, 2011 before me, Traci Larson, Notary Public  
(insert name and title of the officer)

personally appeared Shaunna R. Burchfiel, Attorney-in-Fact  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.



Signature Traci Larson (Seal)

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

GEORGE BURCHFIEL and SHAUNNA R. BURCHFIEL

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of: TWENTY-FIVE MILLION (\$25,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 24th of March, 2000:

RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.



By [Signature] Steven P. Anderson, President & Chief Executive Officer of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company



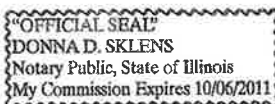
By [Signature] David M. Layman, Senior Vice President of Washington International Insurance Company & Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 24th day of June, 2010.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 24th day of June, 2010, before me, a Notary Public personally appeared Steven P. Anderson, President and CEO of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M. Layman, Senior Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature] Donna D. Sklens, Notary Public

I, James A. Carpenter, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 6th day of April, 2011.

[Signature] James A. Carpenter

James A. Carpenter, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company



Apple Valley Communications Inc.  
21845 U.S. Hwy 18  
Apple Valley, CA 92307  
License Number #542642 - ACO #3056  
Office (760)247-2668-Fax(760)247-0087

**Hall of Justice Security Card Reader**  
**Bid Opening 4/7/2011 10:00 AM**  
**Clerk of Board Supervisors**  
**4080 Lemon St.**  
**Riverside, CA 92501**

SEALED BID RECEIVED  
CLERK OF THE BOARD OF SUPERVISORS

RECEIVED RIVERSIDE COUNTY  
CLERK / BOARD OF SUPERVISORS  
2011 APR -7 AM 9:22

CONTRACTOR'S PROPOSAL

TO THE GOVERNING BOARD OF THE COUNTY OF RIVERSIDE:

Date: 7 APRIL 2011

Bidder: PROTECTION ONE SEARCH MONITORING, INC

The undersigned, having carefully examined the proposed site and the Plans and Specifications, the Notice Inviting Bids, the Instructions to Bidders, the Agreement Form, the Bond Forms, the General Conditions for the Construction of the **HALL OF JUSTICE AND LARSEN JUSTICE CENTER SECURITY CARD READER** project, hereby proposes and agrees to furnish all tools, equipment, services, apparatus, facilities, transportation, labor and materials necessary to complete the work in strict conformity with the Plans and Specifications, including all work specified in Addenda numbered and dated:

Addendum No. 1 Date 28 MAR 11

Addendum No. 2 Date 29 MAR 11

Addendum No. 3 Date 4 APR 11

For the total Base Bid FOUR HUNDRED FIFTY NINE THOUSAND EIGHTH NINE AND TWO dollars (\$ 459,089.22), including all applicable taxes, permits, and licenses.

(Add or Deduct state which)

|             |                     |                        |
|-------------|---------------------|------------------------|
| Alternate 1 | \$ <u>81,827.21</u> | <u>ADD</u>             |
| Alternate 2 | \$ <u>46,129.06</u> | <u>ADD</u>             |
| Alternate 3 | \$ <u>18,661.18</u> | <u>ADD</u>             |
| Alternate 4 | \$ <u>505,000.</u>  | <u>ACT TO BASE BID</u> |

Bids must be submitted on all items. Failure to bid on all items may result in the bid being rejected as non-responsive. The basis for award will be the qualified bidder with the lowest total of the Base Bid and all alternates. Alternates may be awarded in any order after determination of the lowest responsible and responsive bidder.

**BID BOND**

KNOWN TO ALL MEN BY THESE PRESENTS, that we, the undersigned Protection One Alarm Monitoring, Inc. as Principal; and Travelers Casualty and Surety Company of America, as Surety, are hereby held and firmly bound unto the County of Riverside, hereinafter called the "Owner", in the sum of Ten Percent of the Amount of the Bid Dollars (\$ \*\*\*\*\*10%\*\*\*\*\* ) for the payment of such sum, well and truly to be made, do hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

WHEREAS, the said Principal is herewith submitting its Proposal for the **HALL OF JUSTICE AND LARSEN JUSTICE CENTER SECURITY CARD READER** project. Bid Due Date: April 7th, 2011.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the aforesaid Principal shall be awarded the Contract upon said Proposal and shall, within the required number of days after the notice of such award, execute a written memorial of the awarded Contract and submit the required Labor and Material Payment and faithful Performance Bond and proof of insurance, then this obligation shall be null and void; and in the event that the Principal fails and/or refuses to execute and deliver said documents this Bond will be charged with the costs of the damages experienced by the Owner as a result of such refusal, including but not limited to, publication cost, the difference in money between the amount of the bid of the said Principal and the amount for which the obligee may legally contract with another party to perform the said work if such amount be in excess of the former; building lease or rental costs, transportation cost, and additional salary costs that result from the delay due to the Principal's default on the awarded Contract. In no event however, shall the Surety's liability exceed the penal sum hereof.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their separate seals this 4th day of April, 2011, the name and corporate seal of each corporate party being hereto affixed and those present duly signed by its undersigned representative, pursuant to authority of its governing body.

Protection One Alarm Monitoring, Inc.  
(Firm Name - Principal)

1035 N 3rd Street, Suite 101, Lawrence, KS 66044  
(Business Address)

By [Signature]  
(Original Signature)

Director Corporate Finance & Audit  
(Title)

Travelers Casualty and Surety Company of America  
(Corporation Name - Surety)

One Tower Square, Hartford, CT 06183  
(Business Address)

By [Signature]  
(Original Signature)

ATTORNEY-IN-FACT  
Paige M. Turner

Affix Seal  
if  
Corporation

Affix  
Corporate  
Seal



POWER OF ATTORNEY



Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 215850

Certificate No. 003765823

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Paige M. Turner, Keith A. Stiles, Roy R. Yancey, and Kristy M. Barber

of the City of Kansas City, State of Missouri, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 15th day of July, 2010.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 15th day of July, 2010, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

**AWARD OF CONTRACT**

The undersigned fully understands that a Contract is formed upon the acceptance of this Proposal by the Owner and the undersigned further agrees that upon request he will promptly execute and deliver to Owner a written memorial of the Contract together with the required Payment and Performance Bonds and proof of insurance.

**BID GUARANTEE**

The enclosed certified or cashier's check or bidder's bond on approved form, made payable to the Owner in the amount of ten percent of the total bid submitted herewith, is hereby given as a guarantee that the bidder will execute and deliver the above mentioned written memorial and required bonds and insurance if awarded the contract, and in the event that the undersigned fails or refuses to execute and deliver said documents, such check or bond is to be charged with the costs of the damages experienced by the Owner as a result of such failure or refusal, including but not limited to publication costs, the difference in money between the amount of the bid of the said principal and the amount for which obligee may legally contract with another party to perform the said work if such amount be in excess of the former, building lease or rental costs, transportation costs and additional salary costs that result from the delay due to the principal's default on the awarded contract. In no event, however, shall the Surety's liability exceed the penal sum hereof.

Name of Bidder: PROTECTION ONE ALARM MONITORING, INC  
Type of Organization: ELECTRONIC SECURITY  
Signed By: [Signature]  
Title of Signer: GENERAL MANAGER Affix Seal  
Address of Bidder: 525 TECHNOLOGY CT, STE 102 If  
RIVERSIDE, CA 92507 Corporation  
Telephone No.: 951. 782. 6918  
Contractor's License No.: 626615  
Classification: C10, C7 Expiration Date: 9/30/2012

**LICENSURE STATEMENTS ARE MADE UNDER PENALTY OF PERJURY**

If bidder is a corporation, and signer is not President or Secretary, attach a certified copy of By-Laws or resolution authorizing execution. If bidder is a corporation, affix corporate seal. If signer is an agent, attach Power of Attorney. If bidder is not an individual, list names of other persons authorized to bind the organization.

# NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

State of California ) ss.  
County of Riverside )

SCOTT E. SCHLESER, being first duly sworn, deposes and says:

That he or ~~she~~ is GENERAL MANAGER of PROTECTION ONE the party making the foregoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

[Signature]  
Signature

Subscribed and sworn to before me this 7 day of April, 2011.

[Signature]  
Signature of officer administering oath





**AGREEMENT FORM**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between \_\_\_\_\_, hereinafter called the "Contractor", and the County of Riverside hereinafter called the "Owner".

**WITNESSETH:** That the parties hereto have mutually covenanted and agreed as follows:

**CONTRACT:** The Complete Contract includes all of the Contract Documents, to wit: The Notice Inviting Bids, the Instructions to Bidders, the Contractor's Proposal, Wage Schedule, Payment and Performance Bonds, the Plans and Specifications plus any Addenda thereto, the General Conditions, the Supplementary General Conditions, if applicable and this Agreement. All Contract Documents are intended to cooperate and be complimentary so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all Contract Documents.

**STATEMENT OF WORK:** The Contractor hereby agrees to furnish all tools, equipment, services, apparatus, facilities, transportation, labor and materials for the **HALL OF JUSTICE AND LARSEN JUSTICE CENTER SECURITY CARD READER** project (Project number 20063998). In strict accordance with the Plans and Specifications dated December 2010 prepared by MRC ENGINEERING, INC., hereinafter called the "ENGINEER", including Addenda thereto as listed in the Contractor's Proposal, all of which are made a part hereof.

**TIME FOR COMPLETION:** The work shall be commenced on a date to be specified in a written order of the Architect and shall be completed within One-Hundred Twenty (120) calendar days from and after said date. It is expressly agreed that except for extensions of time duly granted in the manner and for the reasons specified in the General Conditions, time shall be of the essence.

**COMPENSATION TO BE PAID TO CONTRACTOR:** The Owner agrees to pay and the Contractor agrees to accept in full consideration for the performance of the Contract, subject to additions and deductions as provided in the General Conditions, the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) being the total of the base bid plus the following addenda: # \_\_, # \_\_, and additive alternates # \_\_, # \_\_, # \_\_. The sum is to be paid according to the schedule as provided in the General Conditions.

Pursuant to Labor Code, Section 1861, the Contractor gives the following certification: I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

IN WITNESS WHEREOF, the parties hereto on the day and year first above written have executed this agreement in four (4) counterparts.

Type of Contractor's organization: \_\_\_\_\_  
If other than individual or corporation, list names of all members who have authority to bind firm.

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

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

Address: \_\_\_\_\_

Contractor's License No.: \_\_\_\_\_

IF OTHER THAN CORPORATION EXECUTE HERE

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

IF CORPORATION, FILL OUT FOLLOWING AND EXECUTE

Name of President of Corporation: \_\_\_\_\_

Name of Secretary of Corporation: \_\_\_\_\_

Corporation is organized under the laws of State of \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Affix Seal  
If  
Corporation

Owner: COUNTY OF RIVERSIDE

Signature: \_\_\_\_\_

Title: Chairman - Board of Supervisors

Attest: Clerk - Board of Supervisors

By: \_\_\_\_\_

Title: \_\_\_\_\_

Protection One Alarm Monitoring, Inc.

**BID/PROPOSAL EXCEPTION ADDENDUM**

**PROJECT NAME/DESCRIPTION:** COUNTY of RIVERSIDE  
HALL of JUSTICE + LARSEN JUSTICE CTR.  
**CUSTOMER:** COUNTY of RIVERSIDE

**REQUEST FOR BID/PROPOSAL, ALARM MONITORING, INSTALLATION, MAINTENANCE, AND/OR MONITORING SERVICES , 20**

In lieu of proposing specific modifications and revisions to the Customer's proposed Terms and Conditions, and all associated documents ("Contract Documents"), PROTECTION ONE ALARM MONITORING, INC. ("PROTECTION ONE") proposes that the Contract Documents be modified and amended to include provisions substantially similar to those set forth in Attachment "A" attached hereto (the "Standard Provisions"), or modify Customer's Contract Documents to include similar security industry standard language, either of which may be modified and revised by an amendment negotiated and agreed to in good faith by PROTECTION ONE and the Owner. Customer should deem any and all inconsistencies between the attached Standard Provisions and Customer's proposed Contract Documents, to be modifications and revisions proposed to be made to Customer's Contract Documents.

This proposal is based upon PROTECTION ONE's interpretation and understanding of the information set forth in the Invitation to, or Request for, Bid or Proposal. Where ambiguities were perceived, PROTECTION ONE has made the necessary assumptions that it deemed appropriate. The information set forth in the Bid Form constitutes a firm offer regarding the prices for PROTECTION ONE equipment and services as they relate to this bid. However, any future business relationship between the Owner and PROTECTION ONE shall be subject in all respects to the negotiation, execution and delivery of a formal and comprehensive contract acceptable to the Owner and PROTECTION ONE, and their respective legal counsel. This proposal does not create any rights for, nor obligations on, either party whatsoever, and accordingly, the Owner should not take any action to its detriment in reliance on this proposal.

Please note that PROTECTION ONE has attached a sample/specimen form of Certificate of Insurance that represents the form of certificate that the Owner can expect to be offered should the bid be awarded to PROTECTION ONE. In addition we have attached a sample/specimen of the Protection One Commercial Sales Proposal and Agreement which we submit for your review.

Terms not otherwise defined herein shall have the same meaning as provided in the Customer's Request for Bid/Proposal

The information set forth in PROTECTION ONE's Bid/Proposal constitutes PROTECTION ONE's firm offer regarding the prices for equipment and services to be provided by PROTECTION ONE if Customer accepts PROTECTION ONE's bid.

This bid exception document, along with the accompanying bid documents, have been submitted by PROTECTION ONE ALARM MONITORING, INC., a Delaware Corporation, on this day, .

By: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTACHMENT "A"**  
**STANDARD PROVISIONS**

---



1. Applicability. This Addendum is intended to modify the Agreement as it pertains to the Contractor's Services on the above Project(s). The terms of this Addendum shall control over any conflicting or inconsistent provision of the Agreement or any other agreement between or among Customer and Contractor, and/or any third party with regard to the subject matter hereof.

2. Charges. In consideration of the Equipment and Services we provide hereunder, you promise to pay Protection One the Equipment Charges and Service Charges, any activation or other fees, plus applicable taxes ("Charges"), in accordance with the Payment Terms set forth above. OUR SERVICE CHARGES UNDER THIS CONTRACT ARE BASED ON YOUR AGREEMENT TO RECEIVE AND PAY FOR THE SERVICES FOR A FULL FIVE (5) YEAR TERM. The initial term of this contract shall be for five (5) years. The Initial Term will start on the date your alarm or other system is installed and operational, and when any necessary communications connection is completed. If you prepay the total amount due under this Contract prior to the end of the original term of this Contract there is no penalty or refund except as provided herein. Payment of the Equipment Charges is a precondition to the activation of your Equipment and any Services you have selected. We may impose a one-time late charge on each payment that is more than 15 days past due, which shall be the lesser of \$5.00 or the highest amount permitted by law. We may impose returned check charges of the greater of \$25.00 or 5% of the amount of the returned check. You consent and authorize us to (i) report your payment performance under this Contract to credit reporting agencies; (ii) obtain and transmit your Taxpayer ID number to our affiliates and credit reporting agencies for purposes of verifying your credit history and rating, and (iii) tape record our telephone conversations with you and users of your Equipment and Services for verification and quality control purposes.

3. Additional Charges. Additionally, you agree to pay, or reimburse us if we pay, all false alarm fines and assessments, and all taxes, fees or other charges of any local governmental authority that relate to your Equipment or our Services, other than taxes assessed on our net income. You further agree to pay (a) all telecommunications charges for area code, telephone numbering or other changes, (b) our then-current charge for reprogramming your Equipment to comply with any area code, telephone numbering or other changes, (c) any increases in our cost for facilities used for transmitting alarm signals under this Contract and (d) our charges resulting from services we may add to continue to provide the Services to you necessitated by police, fire or other emergency response policies of any governmental body, such as physical or visual alarm verification requirements. In addition, you shall be responsible for any modifications to your Equipment necessitated by changes in standards and regulations of governmental or regulatory authorities, including but not limited to the Federal Communications Commission ("FCC"), any state Fire Marshal, the National Fire Protection Association, Underwriters Laboratories, fire or police department. You agree to pay a service charge if we respond to a service call or alarm at your Premises which is due to you or your agents, employees or invitees failure to follow operating instructions or to properly lock or close a window, door or other protected point, or improper or unauthorized adjustment to any of your Equipment. Payment for such additional charges is due upon receipt of our invoice for such charges.

4. Installation and Sale. (a) Installation. The equipment indicated in this document or in your Schedule of Protection will be installed in the Premises. Installation of Equipment is subject to the following conditions: (1) We can access your Premises without interruption during our installer's normal working hours; (2) The installation may require drilling into various parts of your Premises; (3) You will provide 110 AC electrical outlets for power equipment in locations designated by the installer; (4) You will be responsible for lifting and replacing carpeting, if required, for installation of floor mats or wiring. There may be areas where the installer determines that it is impractical to conceal equipment wiring. In such areas, wiring will be exposed. You must within ten (10) days after installation is complete, inspect your System and notify us in writing of any problems. Otherwise you will be deemed conclusively to have accepted your System. If asbestos or other hazardous materials ("Hazardous Materials") are encountered during installation, installation work will cease until you, at your sole cost and expense, obtain clearance from a licensed hazardous material contractor that continuation of the work will not pose any danger to installation personnel. In no event shall

we be liable for the discovery or removal of Hazardous Materials. Protection One shall not be responsible for securing the Premises during the period of installation. (b) Direct Sale. If you have elected to purchase your Equipment, except as set forth below, you will own the Equipment we install in your Premises (such Equipment is referred to collectively as the "System"), when you completely pay the purchase price described on the front page of this document or in a separate Schedule of Protection. Notwithstanding the foregoing, regardless of the sale type, ownership of (i) any communication device that makes use of radio, cellular or internet communication paths (including without limitation, all equipment associated with AlarmNet) shall be retained by Protection One or its owner, and (ii) certain intellectual property associated with your System and our Services, such as certain software, data and installer/programming codes, may not be transferred by Protection One and remain the property of their respective owners. (c) Third Party Financed Sale. If you have elected to finance the purchase of some or a portion of the Equipment with a third party lender or leasing company, title to the Equipment may be held by your lender/lessor as security for your loan/lease obligations. The terms of your agreement with the lender/lessor may require you to maintain insurance, make you responsible for various other costs and fees, and obligate you to pay the lender/lessor regardless of Protection One's performance hereunder. Protection One makes no recommendations on lending sources, is not responsible for your selection of a lending source or the terms of your agreement with the lender/lessor, and Protection One hereby disclaims all liability in connection with your arrangements with the lender/lessor. (d) Protection One Owned System. If we retain ownership of your Equipment, upon the termination of this Contract, you agree we may enter your Premises and remove our Equipment (including yard signs and decals) and/or disable your Equipment. Should you fail or refuse to allow us access to your Premises, you also agree to: (i) pay us our reasonable charges for the installed Equipment, and (ii) reimburse us for any costs (including reasonable attorneys' fees) we may incur in seeking to gain access to remove the installed Equipment or to collect such charges. We have no obligation to repair or redecorate your Premises after any such removal. Our removal, disabling or abandonment of such equipment does not constitute a waiver of our right to collect any unpaid charges. (e) Conversion of Existing System. If you currently have existing and compatible equipment, we may utilize such equipment. We may elect to repair or replace your nonfunctioning existing equipment to provide our Services and you agree to pay our current charges for replacement equipment and that any repairs needed to make the existing system operational will be performed on a time and material basis. We do not warrant equipment we do not install. (f) Risk of Loss. Protection One is not liable or responsible for any damage to our Equipment, or any loss of or casualty to the Equipment from any cause beyond our control. NO SUCH DAMAGE, CASUALTY OR LOSS WILL AFFECT YOUR RESPONSIBILITIES AND OBLIGATIONS UNDER THIS CONTRACT. You must keep the Equipment insured against all risks of loss in an amount equal to the replacement cost and, at our request, have us listed on the policy as "loss payee". If you do not give us satisfactory proof of the property insurance within 30 days after the commencement of this Contract, then, depending on the original cost of the Equipment, we may, at our option, either (i) obtain property insurance to cover our interests and charge you a fee for such coverage (including a monthly administration fee and a profit to us), or (ii) charge you a monthly non-compliance fee up to \$50 (which provides no insurance benefit). You can cancel the insurance coverage fee or non-compliance fee at any time by delivering to us the required proof of insurance (g) Customer Duties. You must (a) instruct all persons who use the System on its proper use; (b) test your System's protective devices and send test signals monthly to our Central Station; (c) turn off, control or remove all air conditioning systems, heaters and other items that interfere with alarm detection devices; (d) notify us immediately if a problem in your System occurs; (e) obtain and keep in effect all permits and licenses that may be required for the installation and operation of your System; (f) pay all usage fees imposed by any governmental authority in connection with your System; (g) provide us a complete Monitoring Information Schedule so we may call your designated contacts in the event we reasonably believe there is an emergency at your Premises; (h) provide us any other emergency information we may request; and (i) promptly update us in writing with any changes to your Monitoring Information Schedule. Your failure to perform under this

Contractor be required to indemnify any person for Losses caused by the sole negligence or willful misconduct of such person. Contractor shall purchase and maintain without interruption from date of commencement of the Contractor's Work until the substantial completion and acceptance by Manager of Contractor's Work, full and complete insurance as set forth below:

- (1) Worker's Compensation including Occupational Disease insurance meeting all statutory requirements of the state in which the Work is to be performed and containing Employers' Liability insurance with limits of \$1,000,000 for each accident/disease. Contractor will not be required to provide a waiver of subrogation in favor of any party.
- (2) Comprehensive Auto Liability insurance on an occurrence basis covering all Contractor owned, non-owned, and hired vehicles with a combined single limit of \$1,000,000 for each occurrence.
- (3) Comprehensive General Liability (including Products, Completed Operations and Contractual Liability coverage) insurance providing coverage for a combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- (4) Umbrella/Excess insurance with coverage of \$1,000,000. Coverage shall apply to all the same risks as the underlying insurance policies listed above.
- (5) Contractor will name Customer, only if required by the contract documents, as additional insured to the extent of Contractor's negligence, subject to the limitations herein, on its general liability and automobile policies.
- (6) Contractor shall provide certificates of insurance and any other documentation evidencing the foregoing insurance is in effect at the request of Customer.
- (b) Other: Notwithstanding the above, Contractor's obligations under paragraph 6(a) shall not apply to any Losses arising out of, resulting from or in any way due or attributable to the condition, non-function, malfunction, faulty design, or failure in any respect of the System or Services to operate or perform as intended (herein, "Alarm Failure Events"), unless such Alarm Failure Events are definitively determined or adjudicated to arise out of the sole negligence or willful misconduct of Contractor, its agents or employees. Contractor's liability for Alarm Failure Events is strictly limited pursuant to paragraphs 7 and 8 below.

7. Alarm Failure Events. Except as provided in this paragraph, neither Contractor nor any person or entity affiliated with Contractor shall be liable for any Losses arising directly or indirectly from Alarm Failure Events. If Contractor or any person or entity affiliated therewith are determined to be liable for any Losses due to an Alarm Failure Event in any respect, its liability shall be limited to the lesser of a sum equal to the purchase price of the equipment with respect to which the claim is made or the total amount of payments made for the Services rendered under this agreement, as the agreed upon damages, as the exclusive remedy regardless of whether the Losses are caused by Contractor's negligence, breach of contract, strict liability, failure to comply with any applicable law, or other fault.

8. Additional Limitations on Liability. Limitations. In no event shall Contractor be liable for any incidental, punitive, speculative or consequential damages. No suit or action shall be brought against Contractor for failure of the System or Services in any respect more than one (1) year after the accrual of the cause of action therefore. Customer agrees to pay all reasonable costs, fees and expenses incurred by Contractor in connection with the enforcement of the Agreement, including collection expenses, court costs, and reasonable attorneys' fees. IN THE EVENT ANY PERSON, NOT A PARTY TO THIS AGREEMENT, SHALL MAKE ANY CLAIM AGAINST CONTRACTOR IN ANY WAY RELATING TO THE EQUIPMENT OR SERVICES THAT ARE THE SUBJECT OF THIS AGREEMENT, INCLUDING FOR FAILURE OF ITS EQUIPMENT OR SERVICE IN ANY RESPECT (EXCEPT TO THE EXTENT PROVIDED FOR IN SECTION 6 HEREOF), CUSTOMER AGREES TO INDEMNIFY AND HOLD CONTRACTOR HARMLESS FROM ANY AND ALL SUCH CLAIMS AND LAWSUITS INCLUDING THE PAYMENT OF ALL DAMAGES, EXPENSES, COSTS AND ATTORNEYS' FEES.

9. Hazardous Materials. In all cases except when the project involves new construction, Customer represents and warrants that to the best of Customer's knowledge, the Project Site is free of hazardous materials. As used herein, the term "hazardous materials" shall include but not be limited to asbestos, asbestos-containing material,

that we may provide the information on the Monitoring Information Schedule to any governmental authority having jurisdiction over us or your System. LOCAL AUTHORITIES MAY NOT RESPOND TO ALARM NOTIFICATION UNTIL ALL PERMITS AND LICENSES FOR USE OF THE SYSTEM HAVE BEEN OBTAINED, AND THEREFORE WE MAY NOT BEGIN MONITORING YOUR SYSTEM UNTIL YOU HAVE OBTAINED AT YOUR EXPENSE ALL NECESSARY PERMITS AND LICENSES, AND PROVIDED US WITH THE LICENSE OR PERMIT NUMBER.

5. Monitoring Services. If you have subscribed to Monitoring, Signal Receiving and Notification Services, we shall program the alarm system to communicate to our monitoring facility ("Central Station"). When the Central Station receives an alarm signal from your System (an "Alarm Event"), we will make reasonable efforts, consistent with local laws and our response policies, to contact the appropriate local emergency response provider ("Emergency Response Provider" or "ERP"), and the first person designated on your Monitoring Information Schedule. In the event a burglar alarm signal or fire signal registers at the Central Station, we may, in our sole discretion, endeavor to contact the Premises by telephone to verify that the Alarm Event is not a false alarm. Some local governments may place conditions or restrictions on their dispatch of ERPs in response to an Alarm Event, and such conditions or restrictions may require that additional measures be taken to verify the Alarm Event before dispatch. We do not guarantee that such additional measures will be successful or that Emergency Response Providers will be dispatched should an Alarm Event occur. In the event a supervisory signal or trouble signal registers at our Central Station, we shall endeavor to notify the Premises or the first available person designated on your Monitoring Information Schedule. We may, without notice to you, in response to governmental or insurance requirements, or otherwise in our sole discretion, alter, amend or discontinue any of our policies and procedures for alarm response. If your police or fire department now or in the future requires physical or visual verification of an emergency condition before responding to a request for assistance, you agree to subscribe to such service if provided by us, or otherwise comply with such requirements. We may charge an additional fee for such service.

In addition, we are subject to various governmental regulations and industry standards designed to reduce false alarms. These regulations and standards may result in practices and procedures that delay the notification of authorities of alarm activations, including, without limitation, programmed delays in your System's communication with our Central Station. In the event Alarm Verification Service is being furnished, it is mutually understood and agreed that equipment is being installed which, as to certain locations in the Premises, will require the activation of two sensing devices, or a second activation of a single alarm sensor, or a continuous alarm event from a single sensor, in order for an alarm signal to be transmitted. You assume full responsibility for the operation of and all bypass or switch units provided for disconnecting or reconnecting the alarm sounding and/or transmitting equipment at the Premises. You represent to us that any vault to be protected by Protection One hereunder by sound or vibration detection systems has the minimum construction characteristics prescribed by the Underwriters' Laboratories, Inc. You agree to test any ultrasonic, microwave, capacitance or other electronic equipment designated on the Equipment page of this document or on your separate Schedule of Protection prior to setting the alarm System for closed periods, according to procedures established from time to time by Protection One, and to notify us promptly in the event that such equipment fails to respond to the test.

6. Indemnification and Insurance. Notwithstanding any term or condition of the Agreement or other agreement between Contractor and Customer to the contrary: (a) In Connection with Work on the Project Site: Contractor will hold Customer, its officers, directors, agents and employees harmless from any and all losses, damages, injuries, liabilities or other expenses ("Losses") to the extent and only to the extent that such Losses are definitively determined or adjudicated to result from the negligent acts or omissions of Contractor, its agents or employees, during and within the scope of their employment while on the Project Site; provided, however, that in no event shall

polychlorinated biphenyl ("PCB"), formaldehyde or other potentially toxic or otherwise hazardous material as classified by applicable state or federal law. If any such substance is discovered on the Project Site, Contractor will not be required to install or service the System unless and until Customer certifies the removal or safe containment of such hazardous materials. Customer agrees to indemnify, defend, and hold Contractor, its officers, directors, and agents harmless from any damages, claims, injuries, liabilities or other expenses resulting from the exposure of Contractor's employees, contractors, or subcontractors to hazardous materials at the Project Site.

10. Warranty. Notwithstanding any term or condition of the Agreement or other agreement to the contrary, Contractor's warranty obligations are as follows: if any part of the System, including the wiring, installed by Contractor is determined to be defective in material or workmanship within ninety (90) days of the date of completion, Contractor shall, subject to the limitations and exclusions set forth in paragraph 11, at its sole cost, repair or, at its option, replace, any defective part of the equipment, including wiring, and will make any needed mechanical adjustments. Contractor may use new or reconditioned parts for replacements. This warranty is for Customer's benefit only, and may not be enforced by any other person.

11. Warranty Limitations and Exclusions. Contractor performs warranty and maintenance services only during normal working hours which are 8:00 a.m. to 5:00 p.m. Monday through Friday, except holidays. The limited warranty shall not apply if Contractor determines that any of the following conditions caused the need for service: (A) Damage resulting from accidents, acts of God, alterations or misuse; (B) Failure of Customer's personnel to secure doors, windows or other points protected by an alarm device; (C) Failure of Customer's personnel to properly follow the operating instructions for the System; (D) Telephone line malfunctions or interruptions to telephone service to the Project Site that render it incompatible with the System; (E) Repairs needed to window foil, security screens, exterior mounted devices or batteries; (F) Physical alterations to the Project Site; (G) Alterations to the System made at Customer's request or made necessary by modifications to or tampering with the System by a person other than an authorized Contractor representative, or changes or damages to the Project Site or the System, or (H) for any other cause beyond Contractor's control. Warranty and maintenance services apply only to equipment sold and installed by Contractor. Contractor may elect to repair any previously existing nonfunctioning equipment located at the Project Site and Customer agrees that any repairs needed to make any existing system operational will be performed on a time and material basis. Only after any existing equipment is in satisfactory working order will any warranty or maintenance obligations apply. Charges for non-covered repairs will be at Contractor's current labor and material rates, including a minimum visit charge.

Other than the limited warranty set forth above, Contractor makes no guaranty or warranty of any kind, with respect to the Services, including (a) any implied warranty or merchantability, suitability, condition, or fitness for a particular purpose, (b) the capabilities or effectiveness of the System or Services to prevent any loss or personal injury (including death) due to burglary, duress or other criminal or wrongful acts, fire, medical emergency or otherwise, or (c) response time or the response time of emergency response providers to an alarm signal. To the maximum extent permitted by applicable law, all such warranties are hereby disclaimed by Contractor and waived by Customer.

Attempts to service the System, or tampering with or otherwise modifying the System by anyone other than an authorized Contractor representative, will automatically void the warranty. Nothing in the Agreement shall be construed as a waiver by Contractor of its rights to payment under applicable prompt payment statutes. Further, Customer shall not refuse payment of any retainage due and owing to Contractor without Contractor's written consent and, if such refusal is based on Contractor's performance of the work covered by the Agreement, then Contractor shall be entitled to reasonable notice of the basis for withholding any such retainage and a reasonable opportunity to cure any such defective work.

13. Delay. Customer acknowledges that changes in codes, regulations and policies of the local authority having jurisdiction can cause changes and delays and that Contractor shall not be responsible for bearing the costs of

12. Payment. Nothing in the Agreement shall be construed as a waiver by Contractor of its rights to payment under applicable prompt payment statutes. Further, Customer shall not refuse payment of any retainage due and owing to Contractor without Contractor's written consent and, if such refusal is based on Contractor's performance of the work covered by the Agreement, then Contractor shall be entitled to reasonable notice of the basis for withholding any such retainage and a reasonable opportunity to cure any such defective work.

13. Delay. Customer acknowledges that changes in codes, regulations and policies of the local authority having jurisdiction can cause changes and delays and that Contractor shall not be responsible for bearing the costs of

14. Termination. Contractor agrees that Customer can terminate a location where Contractor has failed to provide the ordinary maintenance and repair service (if applicable at such location) pursuant to the Warranty paragraphs of this Agreement. Contractor hereby waives all Balance of Contract charges (BOC) at that location. This clause will only apply if Contractor has failed to repair the system within sixty (60) days of Contractor's receipt of written notification. Upon any such termination, Contractor shall issue a credit or a refund for the service charges related to that service at the affected location during the period of Protection One's failure to provide the ordinary maintenance and repair service (if applicable at such location) pursuant to the Warranty paragraphs of this Agreement, up to a maximum period of one-hundred twenty (120) days.

15. Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety, without consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

16. Force Majeure. Contractor shall have no liability for delays in installation of the System or the consequences thereof, however caused, or for interruptions of service or delays in installation of the System or the consequences thereof, including a minimum visit charge. repairs will be at Contractor's current labor and material rates, including a minimum visit charge.

17. Governing Law. Notwithstanding any provision of the Agreement to the contrary, the Agreement shall be governed by the law in the jurisdiction in which the Project is located.

18. Continuing Effect. The terms and conditions of the Agreement, as modified by the terms hereof, shall remain in full force and effect in accordance with its terms.

any such changes or delays caused by such changes by the authority having jurisdiction unless Contractor could have reasonably foreseen such changes and had a reasonable amount of time to plan for such changes but failed to be diligent in doing so.

14. Termination. Contractor agrees that Customer can terminate a location where Contractor has failed to provide the ordinary maintenance and repair service (if applicable at such location) pursuant to the Warranty paragraphs of this Agreement. Contractor hereby waives all Balance of Contract charges (BOC) at that location. This clause will only apply if Contractor has failed to repair the system within sixty (60) days of Contractor's receipt of written notification. Upon any such termination, Contractor shall issue a credit or a refund for the service charges related to that service at the affected location during the period of Protection One's failure to provide the ordinary maintenance and repair service (if applicable at such location) pursuant to the Warranty paragraphs of this Agreement, up to a maximum period of one-hundred twenty (120) days.

15. Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety, without consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

16. Force Majeure. Contractor shall have no liability for delays in installation of the System or the consequences thereof, however caused, or for interruptions of service or delays in installation of the System or the consequences thereof, including a minimum visit charge. repairs will be at Contractor's current labor and material rates, including a minimum visit charge.

Other than the limited warranty set forth above, Contractor makes no guaranty or warranty of any kind, with respect to the Services, including (a) any implied warranty or merchantability, suitability, condition, or fitness for a particular purpose, (b) the capabilities or effectiveness of the System or Services to prevent any loss or personal injury (including death) due to burglary, duress or other criminal or wrongful acts, fire, medical emergency or otherwise, or (c) response time or the response time of emergency response providers to an alarm signal. To the maximum extent permitted by applicable law, all such warranties are hereby disclaimed by Contractor and waived by Customer.

Attempts to service the System, or tampering with or otherwise modifying the System by anyone other than an authorized Contractor representative, will automatically void the warranty. Nothing in the Agreement shall be construed as a waiver by Contractor of its rights to payment under applicable prompt payment statutes. Further, Customer shall not refuse payment of any retainage due and owing to Contractor without Contractor's written consent and, if such refusal is based on Contractor's performance of the work covered by the Agreement, then Contractor shall be entitled to reasonable notice of the basis for withholding any such retainage and a reasonable opportunity to cure any such defective work.

13. Delay. Customer acknowledges that changes in codes, regulations and policies of the local authority having jurisdiction can cause changes and delays and that Contractor shall not be responsible for bearing the costs of

12. Payment. Nothing in the Agreement shall be construed as a waiver by Contractor of its rights to payment under applicable prompt payment statutes. Further, Customer shall not refuse payment of any retainage due and owing to Contractor without Contractor's written consent and, if such refusal is based on Contractor's performance of the work covered by the Agreement, then Contractor shall be entitled to reasonable notice of the basis for withholding any such retainage and a reasonable opportunity to cure any such defective work.

13. Delay. Customer acknowledges that changes in codes, regulations and policies of the local authority having jurisdiction can cause changes and delays and that Contractor shall not be responsible for bearing the costs of

PROTECTION ONE

Office of JUSTICE AID

**SEALED BID RECEIVED**  
**CLERK OF THE BOARD OF SUPERVISORS**

RECEIVED RIVERSIDE COUNTY  
CLERK / BOARD OF SUPERVISORS

2011 APR -7 AM 3:50