

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

905



SUBMITTAL DATE:
1/29/2016

FROM: Sheriff-Coroner-PA

SUBJECT: Approval of the Agreement from other than low bid with Evans Consoles for Dispatch Furniture Consoles for Sheriff's Dispatch, and ongoing maintenance service for five years. Districts All. [598,335]; 100% General Fund

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and execute the agreement from other than low bid with Evans Consoles for Dispatch Furniture Consoles for \$594,335; and,
2. Approve and authorize the Purchasing Agent to purchase maintenance service for \$1,000 annually through FY 20/21; and,
3. Authorize the Purchasing Agent, in accordance with Ordinance 459, based on the availability of fiscal funding, to authorize changes to the scope of service/work that do not change the substantive terms of the agreement, including compensation provision that do not exceed 10%, as approved by County Counsel.

BACKGROUND:

Summary

Continued on Page 2

FISCAL PROCEDURES APPROVED
PAUL ANGULO, CPA, AUDITOR-CONTROLLER
BY: [Signature] 3/23/16
Susana Garcia-Becanegra

[Signature]
Stan Sniff
Sheriff-Coroner-PA
By Will Taylor, Dir. of Administration

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 225,000	\$ 370,335	\$ 598,335	\$	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 225,000	\$ 370,335	\$ 598,335	\$	

SOURCE OF FUNDS: General Fund 100%	Budget Adjustment: No
	For Fiscal Year: 15/16-20/21

C.E.O. RECOMMENDATION: APPROVE

BY: [Signature]
Elizabeth J. Olson

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Benoit, seconded by Supervisor Washington and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Washington, Benoit and Ashley
Nays: None
Absent: Tavaglione
Date: April 5, 2016
xc: Sheriff, Purchasing

Kecia Harper-Ihem
Clerk of the Board
By: [Signature]
Deputy

Prev. Agn. Ref.: | District: ALL | Agenda Number:

3-12

PURCHASING & FLEET SERVICES
 Lisa Brandl, Director
 Departmental Concurrence
 GREGORY P. PRIAMOS
 DATE 3/17/16
 FORM APPROVED COUNTY COUNSEL

- A-30
- 4/5 Vote
- Positions Added
- Change Order

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Approval of the Agreement from other than low bid with Evans Consoles for Dispatch
Furniture Consoles for Sheriff's Dispatch, and ongoing maintenance service for five years.
Districts All. [598,335]; 100% General Fund**

DATE: 1/29/2016

PAGE: 2 of 2 (BR 16-047)

BACKGROUND:

Summary (continued)

The Sheriff's Department needs to replace 35 aging dispatch consoles at the Dispatch Centers in Riverside, Palm Desert, and Blythe, and at the Ben Clark Training Center, with modern consoles that meet current size requirements and safety specifications. This project will be accomplished in two phases, 15 consoles in FY 15-16 and 20 consoles in FY 16-17, to help mitigate the fiscal impact. The existing consoles at the Riverside Sheriff's Department Dispatch Centers were purchased more than 15 years ago and are no longer under a warranty agreement or maintenance contract and spare parts are not available. Due to their age, many of the required ergonomic functions are no longer operational. In addition to the loss of functionality, the consoles are unable to accommodate the necessary space requirements for multiple computer monitors and other technological advancements.

Impact on Citizens and Businesses

As the County of Riverside has grown, so has the number of emergency and non-emergency calls into the Riverside County Sheriff's Dispatch Centers. To ensure exceptional service to field personnel and the community, it is essential to provide 911 communications staff with up-to-date technology.

Contract History and Price Reasonableness

County Purchasing Department released a Request for Proposal (RFP) SHARC 276, soliciting proposals for dispatch furniture consoles on behalf of the Sheriff's Department. The RFP was sent to forty-three (43) potential bidders and was advertised on the Purchasing web site. A total of six (6) vendors attended the mandatory job walk, but only four (4) bid responses were submitted in response to the RFP. The proposals were reviewed by the team consisting of Sheriff's Staff from the dispatch center. Each bid response was evaluated based on the criteria set forth in the RFP: overall responses to the RFP requirements, bidder's experience and technical ability, references on experience, and financial stability. Specific requirements were identified in the RFP to ensure the equipment met the ergonomic needs of the dispatcher and made maximum use of floor space while allowing the potential for expansion as technology changed. Evans Consoles met the requirements set forth in the RFP. The essential feature of the specified articulating arms will allow the dispatchers to position the various screens independently and at the depth level they require. This gives the dispatchers the flexibility to adjust the monitors in order to ensure their individual ergonomic needs are met while fulfilling the operational requirements of the position.

The four (4) bid cost proposals ranged from \$542,942 to \$715,883. Evans Consoles provided a cost of \$598,335 for the equipment, maintenance service, removal service and installation of thirty-two (32) workstations and three (3) supervisor workstations. The low bidder does not offer the specified articulating arm that was detailed in the RFP and that is an essential ergonomic feature for the operator's requirement. Evans Consoles will also provide maintenance, that is designed to extend the life of the consoles, for an annual cost of \$1,000. The total maintenance cost of \$4,000 is reflected in Evans Consoles Service & Maintenance proposal and broken down by year in Exhibit "B".

Based on the overall summation of the proposals submitted, it is the recommendation of the evaluation team to select Evans Consoles as the most responsive/responsible bidder for these services.

Attachments

Evans Consoles Services & Maintenance Agreement
Contract – 2 copies

PROFESSIONAL SERVICE AGREEMENT

for

**DISPATCH CENTER FURNITURE DESIGN
AND INSTALLATION SERVICES**

between

COUNTY OF RIVERSIDE

and

EVANS CONSOLES



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This Agreement, made and entered into this ____ day of _____, 2016, by and between Evans Consoles (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, Payment Provisions of the Agreement.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

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

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

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through February 28, 2021, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed five hundred ninety-eight thousand three hundred thirty four (\$598,335) including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement (If applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Riverside County Sheriff's Department
7195 Alessandro Blvd
Riverside, CA 92506-5301

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (SHARC-41555-001-01/21); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately

notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

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

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

5. Termination

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

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

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

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

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

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

5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

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

6. Ownership/Use of Contract Materials and Products

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

7. Conduct of Contractor

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

CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

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

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

8. Inspection of Service; Quality Control/Assurance

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

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

9. Independent Contractor/Employment Eligibility

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the

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

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

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

11. Disputes

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

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

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary

permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

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

14. Non-Discrimination

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

15. Records and Documents

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

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing

actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

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

17. Administration/Contract Liaison

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

18. Notices

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

COUNTY OF RIVERSIDE

RIVERSIDE COUNTY PURCHASING DEPT.
2980 WASHINGTON STREET
RIVERSIDE CA 92504
WALTER MACK

SHERIFF DEPARTMENT
4095 LEMON STREET
RIVERSIDE, CA 92501
SOKUN TRAN

CONTRACTOR

EVANS CONSOLES INCORPORATED
1577 SPRING HILL ROAD, SUITE 450
VIENNA, VA 22182

19. Force Majeure

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

20. EDD Reporting Requirements

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

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

21.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

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

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not

be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

D. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date,

another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

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

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

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

23. General

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

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

this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

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

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

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

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

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

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

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

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

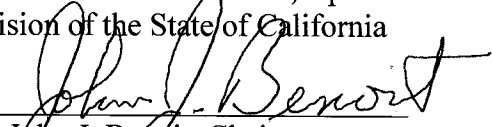
23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of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


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

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

COUNTY OF RIVERSIDE, a political subdivision of the State of California

EVANS CONSOLES

By: 
John J. Benoit, Chairman
Board of Supervisors


By: 
Name: WARD O. HAYWORTH
Title: Executive Vice President

Dated: APR 05 2016

Dated: 2-25-2016

ATTEST:

Kecia Harper-Ihem
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

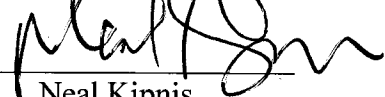
By: 
Neal Kipnis,
Deputy County Counsel

EXHIBIT A

SCOPE OF SERVICES FOR CONTRACTOR

1. Console Systems

Consoles shall be designed specifically for 24/7 operations in an Emergency Communications Center environment. The console must:

- A. Be comprised of a fully welded structural internal steel frame to form open architecture within the console to support equipment, exterior panels, work surfaces, and valance elements.
- B. Furniture must be of true modular design with each module being able to be considered a stand-alone unit and allow reconfigurable angles for future growth and expansion with minimal disruption.
- C. Sharp edges are not acceptable and represent operator safety issues. All transitions must have a smooth continuous surface.
- D. All equipment shall meet or exceed current ergonomic standards up to and including American National Standards Institute (ANSI), Business and Institutional Furniture Manufacturer's Association (BIFMA), Human Factor Ergonomics Society (HFES), and American Disabilities Act (ADA) guidelines.

2. Console Base Frame

Console furniture must feature a structural framework that utilizes a unified frame construction design featuring full undersurface cavities.

- A. Knee space below the work surface must provide unobstructed knee space for side-to-side movement by the user within the footprint of the console.
- B. The console must allow for the dispatcher to depress a foot pedal unobstructed. The foot pedal and related hardware will be provided by Sheriff.
- C. The console base frame must be freestanding and not reliant on any panels or partitions for stability.
- D. All console base frames must have heavy duty leveling glides that allow the entire unit to be adjusted as one. The center lift mechanism shall have a static load capacity of 1,000lbs.
- E. Base frame must have a grounding stud welded into the steel base frame.
- F. Lower console frame must have an integrated cable management with no visible cables. All cable management runs must be modular in design and not interfere with CPU location and access.
- G. Console must have horizontal and vertical cable management that is enclosed to prevent accidental contact or disconnection.

3. Work Surface

- A. The work surface must be a continuous seamless piece in design to eliminate gaps. The surface must have a bull nose edge and a user dedicated contoured primary position.
- B. Work surfaces must be constructed of at a minimum 1 1/4" thick fire retardant and moisture treated particleboard pressure bonded with a high pressure laminate (HPL) finish on the top and bottom surfaces. CONTRACTOR will provide product specifications of particleboard used for work surface.
- C. The work surface must have a rigid high density and high impact molded rounded ergonomic urethane front bull nose edge for comfort. The work surface must not have any type of T-molding front edge. It is preferred that the bull nose edge be readily replaceable if damaged without having to remove or replace the entire work surface.

- D. All edges, other than the ergonomic front bull nose edge, must be protected with a colored molded rubber edge banding.
- E. Work surface platform shall have smooth edges and transitions, avoiding sharp corners and pinch points for operator safety.
- F. The work surface must be supported by a steel constructed frame which is attached directly to lifting columns to prevent deflection.
- G. Cable management for work surface equipment must allow for independent movement of all equipment yet enclosed to ensure minimized wear and tear on any travel cables. System must allow for finished ends and connectors to be freely passed.
- H. Vertical cable management for cables running between the work surface and the console base must be protected, concealed and easily accessible by an expandable and collapsible cable basket, or equivalent system.
- I. Work surface flammability is to meet Class 1/A under American Society for Testing Materials International (ASTM) E-84 specifications.
- J. Cabinetry on the work surface is required for the Supervisor consoles on both floors as well as the twelve (12) radio workstations to house a back-up Motorola mobile radio, three (3) radio speakers, and one (1) PC speaker with volume control. The PC speaker will require a 3.5mm jack and additional cabling, minimum 15 feet. In addition, gate/exterior door controls are required for the supervisor consoles and Special Functions.

4. Panels and Doors

- A. Exterior access panels and doors are to be fastened to the frame in a manner that provides concealed clips and/or hinges, allowing easy and quick removal without the use of tools.
- B. Exterior access panels and doors must be designed to allow quick, easy and unobstructed access to equipment for servicing and maintenance.
- C. Panels and doors must have the ability to have a locking option. Locking panels and doors to be decided during final design.

5. Sit/Stand Lift System

- A. Console furniture must provide independent vertical adjustment of the work surface. Vertical adjustment is to extend so that the user can comfortably operate equipment from any position ranging from fully seated to fully standing (Sit/Stand).
- B. Sit/Stand feature must be accomplished by heavy duty lifting column(s), mounted to the steel base frame and a steel framed work surface mount.
- C. The lifting mechanism must be concealed inside the base frame console and must not make contact with the floor.
- D. Lifting columns must be controlled by a desk top control unit with digital height readout in a location that can be conveniently accessed by the user.
- E. Sit/Stand unit shall lower to a minimum of 23 inches from the floor and rise to a maximum height of 46 inches.
- F. The lifting columns must have a minimum combined lifting force of 750lbs and support static loads of up to 1000 lbs.

- G. Unit must be equipped with a redundant circuit design safety switch with crush protection for user and equipment protection. Upon detection of an interfering object the system must halt and retreat a minimum of 1”.
- H. Lifting mechanism motors must be equipped with overload protection in both the upward and downward direction, with easily accessible reset button.
- I. The console must accommodate up to three (3) headset jacks which must not impede the consoles ability to raise/lower.

6. Monitors and Mounts

- A. Monitors must not be directly positioned on work surface. Monitors must be mounted on independently articulating monitor arms to allow for unencumbered writing space.
- B. Monitors must be arranged within easy and adjustable reach of user and allow for adjustable viewing angles.
- C. All monitor mounts must have fully articulating movement with a minimum capability of triple articulations. Mounts must allow the operator to lift, rotate, raise and/or lower the monitors and be adjustable for varying monitor weights and dimensions.
- D. Monitor mounts must provide multi axis position adjustment with a single motion to provide 14” height adjustment, arm extension of 20”, arm rotation of 359 degrees, monitor swivel of 350 degrees and monitor tilt of 180 degrees.
- E. Reach and viewing distances must not be compromised when the console is in standing position.
- F. Contractor will be responsible for installation of all monitor arms.
- G. Cables must be able to pass through the console into the base frame without drilling grommet holes in the work surface.
- H. Monitor mounting systems must be integrated with the work surface to allow for movement as one complete unit when work surface is raised or lowered.
- I. Monitor mounting systems must support the ability to attach multiple monitors and allow for the user to move and relocate as needed, with all cables being concealed.

7. Storage Compartments

- A. CPU and Rack mounted Storage/Compartments shall be integrated into the design of the console system.
- B. CPU storage must have unobstructed access from the front, back or side of the console and provide integrated wire management systems. CONTRACTOR shall describe how users may access cabinets.
- C. CPU compartments must provide efficient ventilation system. Sheriff desires a ventilation system with active filtered quiet forced airflow ventilation to allow for efficient and economical maintenance, or some like alternative. Compartments should be designed to accommodate additional fans if needed.
- D. It is preferred that equipment trays be fabricated with perforated metal to facilitate airflow to and around equipment.
- E. Rack mount shelves shall be available as fixed or optional slide-out option. Rack mount shelves shall be available in a 2-point or 4-point mounting configuration depending on the equipment weight or access requirements.
- F. Equipment trays and/or drawers must be mounted on extra-duty steel bearing slides with full extension fore or aft, provide support rating for 250 lb. load and have a safety interlock or a counterbalance.
- G. It is desirable that electronic hardware shall be able to be rebooted from the front, back or side without a person having to crawl under the console to access control switches.

8. Personal Storage Compartment (PSC)

- A. Each console shall have one (1) PSC that is integrated into the design of the console system. CONTRACTOR is to provide size options with proposal.
- B. Multiple configurations, to include pencil-box-file and box-file styles, should be available.
- C. Drawers must be mounted on extra-duty steel-bearing full extension slides that provide support rating for 100 lb. load and a safety interlock.
- D. PSC must be housed under work surface that is accessible to the user.
- E. CONTRACTOR is to provide a listing of all accessories available for consoles, to include personal storage, shared resources, printer stands, etc.
- F. Stands and/or pedestals are required for a minimum of six (6) printers to be shared between radio positions
- G. Stands and/or pedestals are required for a minimum of two (2) printers to be shared between PSAP positions.
- H. Storage space for multiple books, folders, and miscellaneous office supplies is desired. This could be a rotating resource or specifically designed workspace to accommodate needs.

9. Personal comfort and Work Environment System

- A. Each console shall be designed and equipped with integral Personal Work Environment systems.
- B. The system shall allow the occupant to select the forced airflow rate of delivery to the desktop through a minimum of two (2) adjustable, directional diffusers. CONTRACTOR is to detail mounting and placement location of diffusers.
- C. The system will provide foot/leg warming heater either from fan or radiant heat source. CONTRACTOR shall provide any additional power requirement information.
- D. The system will provide a minimum of one (1) independently controlled dimmable LED task light fixture. Task light should feature a minimum of 3-point articulating arm that swivels 120 degrees provide a 180 degree tilt for maximum light control to provide movement and range to cover the work surface.
- E. The User Control Unit shall have a visual indicator identifying the system is in use and/or an automatic shutoff after a specified time period.
- F. The option for a User Control Unit to be placed in a convenient and easily accessible location, to provide individual control over ergonomic workstation adjustments, lighting and temperature adjustments is desired. User Control Unit must provide adjustable controls for fan speed of desktop airflow, heating airflow, and for each task light. CONTRACTOR will provide options for mounted or moveable application.

10. Power and Wiring

- A. Due to the large amount of equipment, it is critical that all cables be clean, well-organized and concealed. All electrical and communications wiring should be concealed and secured to the greatest extent possible to prevent accidental contact with wiring or accidental disconnection. It is not deemed acceptable to have coiled wiring on the floor of the Communications Center to accommodate the vertical adjustment of the work surface, as it can become entangled with other items or come in accidental contact with employees.
- B. Contractor shall tell the Sheriff's Department what the power requirements associated with the console.
- C. Radio consoles shall have a minimum of four (4) dedicated power distribution bars for critical operations such as radio, telephone and CAD hardware. Each power distribution bar will be of a CSA/UL approved 15 Amp circuit breaker bar with 7 outlets, each outlet with room for a minimum of three (3) transformer

plugs, a minimum 10' power cord, wiring fault indicator, protection working indicator, catastrophic event protection, and lighting and surge protection. Distribution bars location will be decided on with final design near the CPU cabinet with easy access.

- D. Telephone consoles shall have a minimum of three (3) dedicated power distribution bars for critical operations such as telephone and CAD hardware. Each power distribution bar will be of a CSA/UL approved 15 Amp circuit breaker bar with 7 outlets, each outlet with room for a minimum of three (3) transformer plugs, a minimum 10' power cord, wiring fault indicator, protection working indicator, catastrophic event protection, and lighting and surge protection. Distribution bars location will be decided on with final design near the CPU cabinet with easy access.
- E. Supervisor consoles shall have a minimum of four (4) dedicated power distribution bars for critical operations such as radio, telephone CAD and other computer hardware. Each power distribution bar will be of a CSA/UL approved 15 Amp circuit breaker bar with 7 outlets, each outlet with room for a minimum of three (3) transformer plugs, a minimum 10' power cord, wiring fault indicator, protection working indicator, catastrophic event protection, and lighting and surge protection. Distribution bars are to be located near the CPU cabinet with easy access.
- F. All consoles shall have a minimum of one (1) normal power distribution bar for the operation of non-critical items such as fans, heating, lift motors and lighting. The power distribution bar will be of a CSA/UL approved 15 Amp circuit breaker bar with 7 outlets, each outlet with room for a minimum of three (3) transformer plugs, a minimum 10' power cord, wiring fault indicator, protection working indicator, catastrophic event protection, and lighting and surge protection.
- G. Two (2) separate double power plugs for standard power shall be on the back wall of the console in positions as agreed upon.
- H. Two (2) quad network boxes are to be located in the console near the CPU cabinet or the main power/network access point. Location will be determined during final layout design. Quad boxes will be provided and installed by Sheriff.
- I. The work surface shall have a minimum of one (1) lateral wire/cable raceway with the option of adding additional raceways.
- J. Console will have a minimum of eight (8) USB ports available on the work surface or backwall, with wiring to be terminated in a box located in the CPU compartment area.
- K. A minimum of two (2) power only USB ports available on the work surface for personal charging use.
- L. The contractor shall ensure proper grounding of console frame and electrical equipment to the provided grounding grid below computer floor.
- M. Minimum size grounding conductor between the consoles and grounding grid shall be a green coded #6 solid.
- N. Contractor will provide the wire management layout/drawing for each console in support for each workstation configuration. Drawing must have equipment schematic to verify location and fit for all technical components.
- O. All electrical work and wire pulling will be done by others. After each installation, Sheriff will re-install the phone and radio equipment to bring the consoles into service prior to beginning the next phase of installation. No more than four (4) consoles can be out of service at any given time.
- P. The Sheriff's Department will provide normal power and UPS power circuits to each console location as detailed in the final layout provided by the contractor.

11. Dispatcher Consoles on First Floor – Radio Room

Radio/Telephone Consoles: For each Radio workstation, CONTRACTOR must provide furniture and surfaces for each console to accommodate:

- A. One (1) 22" Radio LCD Monitor and related hardware
- B. Four (4) 24" LCD CAD/Telephone Monitors and their related hardware
- C. One (1) 22" – 30" Non-mission critical monitor and related hardware
- D. Three (3) keyboards
- E. Four (4) mice
- F. Two (2) speakers
- G. Four (4) CPUs and related hardware
- H. One (1) Motorola Radio Riverboard and Sidecar
- I. One (1) Telephone renovation keypad
- J. One (1) Back-up Radio, speaker, mic and related hardware
- K. One (1) Foot-pedal and related hardware
- L. One (1) Arbitrator

Other Equipment: One radio position (Special Functions) is required to house the following additional equipment:

- M. One (1) 40" LCD Monitor and related hardware
- N. One (1) CPU and related hardware
- O. One (1) Keyboard
- P. One (1) Mouse
- Q. One (2) Back –up radio and related hardware
- R. One (1) Ericsson telephone handset
- S. One (1) Fax/Printer

Storage space for multiple books, folders and miscellaneous office supplies. This could be a rotating resource, book shelf, or specifically designed workspace to accommodate needs.

12. Dispatcher Consoles on Lower Level – PSAP Room

Telephone Console: For each Telephone workstation, CONTRACTOR must provide furniture and surfaces for each console to accommodate:

- A. Four (4) 22-24" LCD CAD/Telephone Monitors and their related hardware
- B. Two (2) keyboards
- C. Two (2) mice
- D. Three (3) CPU and related hardware
- E. One (1) Telephone renovation keypad
- F. One (1) Arbitrator
- G. One (1) Ericsson telephone

13 Supervisor Consoles – Both floors

For each Supervisor workstation, the CONTRACTOR must provide furniture and surfaces for each console to accommodate:

- A. Five (5) 22-24" Radio/CAD/Telephone LCD Monitors and related hardware
- B. One (1) keyboard

- C. Three (3) mice
- D. Three (3) speakers
- E. Three (3) CPUs and related hardware
- F. One (1) Radio River board and Sidecar
- G. One (1) Telephone renovation keypad
- H. One (1) Back-up Radio, mic, speaker and related hardware
- I. One (1) Foot-pedal and related hardware
- J. Three (3) Push buttons for external gates/doors

Shared between supervisor consoles:

- K. One (1) 40" LCD Surveillance Monitor
- L. One (1) CPU for Surveillance and related hardware
- M. One (1) keyboard for Surveillance
- N. One (1) mouse for Surveillance
- O. One (1) 22" LCD Monitor for Network Management (RCM)
- P. One (1) CPU for RCM and related hardware
- Q. One (1) keyboard for RCM
- R. One (1) mouse for RCM
- S. One (1) Ericsson Telephone handset and related hardware
- T. Two (2) Printers

14. Floor Plan Design

CONTRACTOR must provide a floor plan design, and must consider limitations in place because of existing electrical and network cables that support the Department's current radio and telephone operations. Colors and finishes are to be selected from manufacturer's standard offering. The floor plan design shall depict each individual furniture system and its layout within the designated floor space to scale. The console furniture must be modular in design for ease of reconfiguration and upgrading as well as meet all appropriate ANSI-BIFMA, BSR/HFES 100, and ADA guidelines and requirements. Drawings shall include every major element for review and consideration by the Sheriff's Department in its approval to proceed. Elements should include, at a minimum:

- A. Ergonomic compliance
- B. Environmental functions such as task lights, ventilation, and desktop motorized control
- C. Wire management and concealment
- D. Maintenance and access points

15. CONTRACTOR must appoint one main Project Manager dedicated to this project until the County accepts all work completed. Project Manager is required to be immediately available during the entire project. The installation date for each phase will be scheduled by the Sheriff's Department. Upon completion of the system, CONTRACTOR must test all systems to ensure they perform and function properly. The County shall approve all system tests to ensure they meet the County's operational requirement. If the requirements are not met, the CONTRACTOR no additional cost to the County will complete work to meet the scope of work agreed upon.

16. Additional Required Services

Sheriff is looking to move the existing six (6) Watson consoles located in the lower level PSAP room to Ben Clark Training Center. The approved CONTRACTOR will be required to dismantle the existing Watson

RFP# SHARC 276

Form #116-310 – Dated: 1/13/2016

consoles from the lower level PSAP room, pack/ move/ transport all the furniture parts to the Ben Clark Training Center, and install them at that site. CONTRACTOR will need to note that the county will not provide an area for staging of new consoles or provide storage area to store materials and equipment for this project. CONTRACTOR is responsible to arrange for the disposal of old consoles during each phase of the removal process.

17. Warranty

- A. CONTRACTOR shall fully guarantee all equipment to be covered under manufacture warranty and free of defects in materials and workmanship for a period of one year. CONTRACTOR shall provide repair service at no cost to the County should any issue occur during the first year.
- B. CONTRACTOR must identify what the manufacturer's warranty will cover.
- C. CONTRACTOR must provide the lead time for orders.

**EXHIBIT B
PAYMENT PROVISIONS**

Description	QTY	Each	Total Cost
Design floor plan	1	No charge	No charge
Console furniture for each work station -Radio Room	12	\$ 12,264.70	\$ 147,176.40
Console furniture for each work station -PSAP Room	20	\$ 11,726.70	\$ 234,534.00
System freestanding furniture -Radio Room	1	\$ 17,015.10	\$ 17,015.10
System freestanding furniture -PSAP Room	1	\$ 8,350.60	\$ 8,350.60
Console furniture for each supervisor's station-Radio Room	1	\$ 21,418.70	\$ 21,418.70
Console furniture for each supervisor's station- PSAP Room	1	\$ 26,946.20	\$ 26,946.20
Console furniture for BCTC supervisor's station	1	\$ 12,091.00	\$ 12,091.00
<i>Subtotal</i>		\$ 109,813.00	\$ 467,532.00
<i>Tax</i>		\$ 8,785.04	\$ 37,402.56
Installation service of work station -Radio Room	12	\$ 1,265.00	\$ 15,180.00
Installation service of work station -PSAP Room	20	\$ 1,265.00	\$ 25,300.00
Installation service of supervisor station for Radio Room	1	\$ 2,534.00	\$ 2,534.00
Installation service of supervisor station for PSAP Room	1	\$ 2,534.00	\$ 2,534.00
Installation service of supervisor station -BCTC	1	\$ 975.00	\$ 975.00
Dismantle, transport and assemble 6 furniture console at BCTC	1	\$ 1,275.00	\$ 1,275.00
Dismantle and dispose 6 furniture console at BCTC	1	\$ 725.00	\$ 725.00
Disposal cost for each phase. Phase I (Radio and PSAP Rooms)	1	\$ 725.00	\$ 725.00
Disposal cost for each phase. Phase II (Radio and PSAP Rooms)	1	\$ 725.00	\$ 725.00
Disposal cost for each phase. Phase II (Radio and PSAP Rooms)	1	\$ 725.00	\$ 725.00
Extended maintenance for year 2	1	\$ 1,000.00	\$ 1,000.00
Extended maintenance for year 3	1	\$ 1,000.00	\$ 1,000.00
Extended maintenance for year 4	1	\$ 1,000.00	\$ 1,000.00
Extended maintenance for year 5	1	\$ 1,000.00	\$ 1,000.00
Delivery/ Freight Charge Phase I	1	\$ 14,616.00	\$ 14,616.00
Delivery/ Freight Charge Phase II	1	\$ 13,571.00	\$ 13,571.00
Delivery/ Freight Charge Phase III	1	\$ 10,440.00	\$ 10,440.00
Hourly rate for repair service	1	\$ 75.00	\$ 75.00
Trip charge for repair service (must include travel, fuel and mileage)	1	Included	Included
TOTAL		\$ 174,048.04	\$ 598,334.56



Evans Consoles Incorporated
 1577 Spring Hill Road, St. 450
 Vienna, VA 22182
 855-284-1129

e-mail customerservice@evansonline.com

Service & Maintenance Proposal Number:

SHARC 276

276-15-0177

Client Information			
Company:	<u>Riverside Sheriffs Department</u>	Name:	<u>Sokun Tran</u>
Address:	<u>7195 Alessandro Blvd</u>	Date:	<u>23-Dec-2015</u>
	<u>Riverside, CA 92506</u>	Phone:	<u>951-955-9848</u>
			<u>Stran@Riversidesheriff.org</u>

Description	Total
<p>ANNUAL MAINTENANCE CONTRACT - FOUR (4) YEAR TERM - DISPATCH III</p> <p>THIS QUOTE IS BASED ON NORMAL WORKING HOURS (MON. TO FRI. 8 A.M. TO 5 P.M.) ANY CHANGES TO THIS ASSUMPTION IS SUBJECT TO ADDITIONAL PRICING.</p> <p><i>Preventative Maintenance Contract for 4 years - 1 visit per year - 1 facility location - yrs 2-5</i></p> <p>PREVENTATIVE INSPECTION & MAINTENANCE OF EXISTING PARTS AS FOLLOWS:</p> <p><i>One scheduled visit per year for 4 consecutive years after the first year of use.</i></p> <p><i>Document any concerns, wear and/or underperforming components and report to management</i></p> <p><i>Review operation of consoles with management, operators, IT and maintenance</i></p> <p><i>Inspect exterior of consoles to include all hinges and edges, adjust as necessary</i></p> <p><i>Inspect interior of consoles to include all sliding mechanisms, adjust as necessary</i></p> <p><i>Inspect adjustable lift columns and service as necessary</i></p> <p><i>Inspect rubber nosing and report if necessary action is required</i></p> <p><i>Inspect Evans Envirolinc environmental controls for lighting and heat, adjust as necessary</i></p> <p><i>Inspect Monitor Arms, tighten as necessary and report to management any issues</i></p> <p><i>Inspect any ventilation fans and report to management any issues</i></p> <p><i>Inspect any millwork to same degree a consoles</i></p> <p><i>Identify and repair paint chips</i></p> <p><i>Install any additional parts identified on prior visits if not installed.</i></p> <p><i>This Service Maintenance proposal is based upon 'preventative maintenance' that is designed to extend the life of your console . The actions taken by the technician are similiar to tuning an automobile and does not include the recommended parts or added labor to install the recommended parts.</i></p> <p><i>Process: Evans will pre- schedule the preventative visit . The buyer reserves the right to alter the schedule with 1 week prior notice to the seller .</i></p> <p><i>Evans installer will carry out the tasks as identified herein and make recommendations as applicable. All recommendations are then forwarded to Evans Head Office for a quotation for both parts and service.</i></p> <p><i>Evans is under no obligation to continue service if the system has been damaged due to negligence, or altered or relocated in any way by party unauthorized by Evans.</i></p>	<p>\$4,000.00</p>

Project Information	
Company:	<u>Riverside County Sheriff / SHARC 276</u>
Orig. Proj.#	<u>U15-0177</u>
Name:	<u>Joe Holtz</u>
Ext:	<u>403-717-3059</u>

Total \$4,000.00

* All state/provincial and local taxes are extra.
 * Orders will not be processed without a purchase order.
 * Please refer original project number on all purchase orders.