

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



ITEM: 3.13  
(ID # 12326)

**MEETING DATE:**

Tuesday, June 02, 2020

**FROM:** RIVERSIDE COUNTY INFORMATION TECHNOLOGY:

**SUBJECT:** RIVERSIDE COUNTY INFORMATION TECHNOLOGY: Approve the Services Agreement No. PSA-0001876 with Honeywell International, Inc., for the Enhanced Software Support program supporting the County's badge access control system without seeking competitive bids for five years; All Districts. [Total Aggregate Cost - \$403,944 and up to \$40,394 in additional compensation; RCIT Budget- 100%]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the Services Agreement No. PSA-0001876 with Honeywell International, Inc., for Enhanced Software Support Program, supporting the County's badge access control system, without seeking competitive bids, for a total aggregate amount of \$403,944 for five years through April 30, 2025, and authorize the Chairman of the Board to sign three (3) copies of the Agreement on behalf of the County;

**ACTION: 4/5 Vote Required**

  
Dave Rogers, Assistant County Executive Officer / CIO 5/14/2020


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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Perez, seconded by Supervisor Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: June 2, 2020  
xc: RCIT

Kecia R. Harper  
Clerk of the Board

By:   
Deputy

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2. Authorize Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel to: sign amendments that exercise the options of the Agreement including modifications of the statement of work that stay within the intent of the Agreement; and sign amendments to the compensation provisions that do not exceed the sum total of ten percent (10%) of the total aggregate cost of the Agreement; and
3. Direct the Clerk of the Board to retain one (1) copy of the Agreement and return two (2) copies of the Agreement to the Information Technology Department for distribution.

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 71,875	\$ 77,171	\$ 403,944	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS: RCIT Budget -100%</b>			<b>Budget Adjustment: No</b>	
			<b>For Fiscal Year: 19/20-24/25</b>	

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

Riverside County Information Technology (RCIT) is requesting to enter into a new service Agreement with Honeywell International, Inc., to receive direct technical support, maintenance and service with their Enhanced Software Support Agreement (“ESSA”) program. This program supports the Honeywell Pro-Watch system which administers access control and security for the buildings throughout the County of Riverside. This multi-year agreement will start from Board approved date through April 30, 2025, with a total cost of \$403,944. The recommended action is to approve the multi-year agreement with Honeywell, which will allow the County to lock in prices for maintenance and support in accordance with today’s market prices for the next five years. Previously the County utilized a value-added reseller (VAR) for this service. This agreement is direct with Honeywell and will save the County \$30,000 per year.

Honeywell is the only company who can provide the level of support necessary for maintaining and troubleshooting Honeywell devices. Most Honeywell appliances are proprietary and can only be serviced by Honeywell certified staff.

The ESSA program provides the highest level of support directly to the end user from Honeywell for emergencies, routine maintenance, and support. Services requested include end user support from direct Honeywell Integrated Security enterprise systems support professionals. The services requested and provided by Honeywell includes the following:

- Direct phone access by Honeywell-certified RCIT technical staff to the Honeywell technical support team 24/7/365 for emergencies;

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- All service pack upgrades, as well as all same-edition versions and releases of your Pro-Watch® software during the lifetime of the agreement;
- One centralized phone number to use for contacting Honeywell technical support;
- Priority email access to Honeywell technical support;
- Unique site identification code that enables high priority support access;
- Defined priority problem notifications and escalations;
- Remote access diagnostic sessions to the system;
- Remote access for customizing the system; and
- Honeywell product certification training.

A direct level of support between Honeywell and RCIT engineering, would provide streamlined collaboration between Honeywell and RCIT engineering staff. This enables RCIT to significantly reduce costs and eliminate the intercedence of obtaining services through a VAR. RCIT has certified trained staff and does not require the services of a VAR to be involved should Honeywell services be required. Dealing directly with Honeywell Integrated Security enterprise systems support professionals, RCIT could reduce service times and with the Software support RCIT will have its own access code to call in. In addition, RCIT currently has direct access with vendors on other types of "Enterprise level applications" as opposed to paying the markup costs associated when obtaining these same services from an intermediary vendor.

**Impact on Residents and Businesses**

There is no negative impact on residence and businesses in the County with the approval of this agreement. Utilizing the pro-watch products will facilitate the greatest level of safety and support for the employees of Riverside County.

**Additional Fiscal Information**

Funding for this Agreement has been budgeted through the normal County process.

Annual Cost breakdown of current level with 3% annual increase:

Fiscal Year:	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	Total
Annual Cost:	\$71,875	\$77,171	\$82,467	\$84,941	\$87,490	\$403,944

**Contract History and Price Reasonableness**

The Riverside County Information Technology Department has negotiated with Honeywell to provide Enhanced Software Support for five years to the County of Riverside. The price of the product support for the first year alone is \$31,000 less than if RCIT were to purchase this service through a VAR such as IE Alarm. The County of Riverside negotiated a minimal price increase of 3% annually. Cost savings from working directly with Honeywell would be approximately \$30,000 per year. A direct level of support between Honeywell and RCIT would significantly reduce the costs of purchasing services through a VAR (IE Alarm). By bypassing the VAR and purchasing directly from Honeywell, RCIT would eliminate any markup costs.

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ATTACHMENTS:

1. Agreement No. PSA-0001876 with Honeywell International, Inc.
2. Single Source

  
Teresa Summers, Director of Purchasing 5/14/2020

  
Venus Brambila 5/27/2020

  
Gregory T. Priamos, Director County Counsel 5/21/2020

**SERVICES AGREEMENT**

for

**ENHANCED SOFTWARE SUPPORT PROGRAM**

between

**COUNTY OF RIVERSIDE**

and

**HONEYWELL INTERNATIONAL INC.**



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This Agreement made and entered into this 1<sup>st</sup> day of May 2020, by and HONEYWELL INTERNATIONAL INC., a Delaware corporation, (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY" or "RIVERSIDE COUNTY INFORMATION TECHNOLOGY"). 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.

**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 consistent with all of the requirements in this Agreement 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 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 without the written consent of the COUNTY.

**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 April 30, 2025, 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 in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed seventy-one thousand eight hundred seventy-five dollars (\$71,875.00) for the first year including all expenses. Maximum annual payments by COUNTY to CONTRACTOR for years 2 through 5 are listed in Exhibit B. 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. The COUNTY requires written proof of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 90 days advance written notice is required for consideration and approval 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 3% 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 of the same has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Riverside County Information Technology  
Attn: Accounts Payable  
3450 14th Street, 4th Floor  
Riverside, CA 92501

- 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 PSA-0001876; quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered annually in advance.

**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 California Government Code 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.

#### **5. Termination**

**5.1.** Either party 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** Either party may, upon thirty (30) days written notice terminate this Agreement for the other party's default, if the other party 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 both parties 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**

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 to the best of its knowledge, 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.

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**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.

**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. 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. 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 ten (10) 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 ten (10) 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. 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 equally.

**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**

**14. Non-Discrimination**

CONTRACTOR shall not 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. §1210 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 directly 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** Neither party shall 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; information or data which is not subject to public disclosure; operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

**16.2** Both parties 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. Neither party shall use such information for any purpose other than carrying out their obligations under this Agreement. Both parties shall promptly transmit to the other party all third-party requests for disclosure of such information. Neither party shall disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the other party, any such information to anyone other than the disclosing party. 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 Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

**18. Notices**

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

**COUNTY OF RIVERSIDE**

Riverside County Information Technology  
Attn: Procurement Contract Specialist  
3450 14th Street, 4th Floor  
Riverside, CA 92501

**CONTRACTOR**

Honeywell International Inc.  
Attn: Deanna Smith  
135 West Forest Hill Avenue  
Oak Creek, WI 53154

**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.

Notwithstanding anything to the contrary, in light of the COVID-19 pandemic, the effects of which cannot be foreseen, the parties agree that CONTRACTOR shall be entitled to an equitable extension of time to deliver or perform its work and appropriate additional compensation to the extent CONTRACTOR's delivery or performance, or the delivery or performance of its suppliers and/or subcontractors, is in any way delayed, hindered or otherwise affected by the COVID-19 pandemic.

**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 (EDD). If applicable, 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.. 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](http://www.edd.ca.gov).

**21. Hold Harmless/Indemnification**

**21.1** Each party shall indemnify and hold harmless the party seeking indemnification and their respective directors, officers, elected and appointed officials, employees, agents, permitted assigns, and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon directly or indirectly (i) negligent act, error, or omission of the indemnifying party or its employees (ii) any breach of the indemnifying party's representations as set forth herein; or (iii) any other failure of the indemnifying party to comply with its obligations hereunder, including but not limited to property damage, bodily injury, or death.. The indemnifying party 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.

**21.2** With respect to any action or claim subject to indemnification herein, the indemnifying party shall, at its 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 other party; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes indemnification to Indemnitees as set forth herein.

**21.3** CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY evidence 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.

**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.



**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'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. 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 Memorandum of Insurance and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Memorandum of Insurance including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said memorandum 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

Memorandum 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 furnish Memorandum 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 Memorandum 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, provided CONTRACTOR receives sixty (60) day prior written notice of such change, 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** Neither party shall delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of the other party. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

**23.2** Any waiver by a party 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 party 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

the other party 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.

**23.13** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

By: *V. Manual Perez*  
V. Manual Perez, Chairman  
Board of Supervisors

Dated: JUN 02 2020

ATTEST:  
Kecia Harper  
Clerk of the Board

By: *Priscilla Ross*  
Deputy

APPROVED AS TO FORM:  
Gregory P. Priamos  
County Counsel

By: *Susanna N. Oh*  
Susanna N. Oh,  
Deputy County Counsel

**Honeywell International Inc.**, a Delaware corporation,

By: *Deanna Smith*  
Name: *Deanna Smith*  
Title: *Contracts Specialist*

Dated: 5-20-20

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.

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

By: \_\_\_\_\_  
V. Manual Perez, Chairman  
Board of Supervisors

Dated: \_\_\_\_\_

ATTEST:  
Kecia Harper  
Clerk of the Board

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

APPROVED AS TO FORM:  
Gregory P. Priamos  
County Counsel

By: \_\_\_\_\_  
Susanna N. Oh,  
Deputy County Counsel

**Honeywell International Inc.**, a Delaware corporation,

By: Deanna Smith  
Name: Deanna Smith  
Title: Contracts Specialist

Dated: 5-20-20

## EXHIBIT A

### SCOPE OF SERVICES

#### **ESSA Scope of Services - Standard**

The Enhanced Software Support Agreement (“ESSA”) program confers the highest level of support directly to the end user from Honeywell for emergencies, routine maintenance, and support. As set forth in the marketing proposal, the ESSA for RIVERSIDE COUNTY INFORMATION TECHNOLOGY encompasses the following standard services and benefits:

1. Direct phone access by Honeywell-certified RIVERSIDE COUNTY INFORMATION TECHNOLOGY technical staff to the Honeywell technical support team 24/7/365 for emergencies
2. All service pack upgrades, as well as all same-edition versions and releases of your Pro-Watch® software during the lifetime of the agreement
3. One centralized phone number to use for contacting Honeywell technical support
4. Priority email access to Honeywell technical support
5. Unique site identification code that enables high priority support access
6. Defined priority problem notifications and escalations
7. Remote access diagnostic sessions to the system
8. Remote access for customizing the system look and feel
9. RIVERSIDE COUNTY INFORMATION TECHNOLOGY is responsible for maintaining Honeywell product certification training for at least two staff members during the lifetime of this agreement. Included is Honeywell product certification training for a maximum of four RIVERSIDE COUNTY INFORMATION TECHNOLOGY employees per year during the lifetime of this agreement. All product certification training must take place at the **Honeywell** training facility.
  - Expenses, hardware and third-party software are the responsibility of RIVERSIDE COUNTY INFORMATION TECHNOLOGY
  - Excludes hardware support for hardware not manufactured or provided by Honeywell.

#### **Additional Services**

In addition to the standard scope of services presented above, Honeywell is including these specialized services specifically tailored to the Riverside County Information Technology.:

1. **Testing & Developmental Software** - An additional copy of the *RIVERSIDE COUNTY INFORMATION TECHNOLOGY* software for the purpose of establishing a test environment for software revisions, software patches, hot fixes and other business development experimental application testing will be included with the purchase of this agreement.

#### **Optional Professional Services**

Honeywell also offers the following professional services that can be quoted based on site specific requirements

2. **System Optimization Program** – The Honeywell System Optimization Program is a comprehensive service program that maintains the health of your system and ensures that it runs at peak performance. Honeywell can quote RIVERSIDE COUNTY INFORMATION TECHNOLOGY a number of System Optimization days based on your current system size.

3. **Resource & Task Management Services** – With large-scale projects it is important to have one person looking at the big picture and directing resources and activities, especially if the project covers multiple buildings, multiple sites or even reaches a global scale. Honeywell can quote this Service based on RIVERSIDE COUNTY INFORMATION TECHNOLOGY specific requirements.

As the nature of these large-scale, global projects is dynamic, the Honeywell resource manager remains flexible to meet the challenge. Below is a list of some of the common tasks that the resource manager may perform during the course of the projects:

- **Project Kick-off**
- **Project Meetings**
- **Final System Acceptance Verification**
- **Honeywell Technical Coordination**
- **Honeywell Integrated Security Software Engineering Coordination**
- **Resource Coordination**
- **Equipment Allocation and Supply Chain Management**

### **Additional Learning Opportunities**

#### **Discover Learning Management System**

ESSA holders have the added advantage of accessing technical training through Honeywell's Discover Online Learning Management System. Discover makes it easy to get the training you are looking for, at work or in the comfort of your own home. Discover provides a broad array of technical courses designed to maintain your product knowledge. Once you have completed your online pre-requisites and coursework, you can take advantage of our online registration requests for our comprehensive instructor-led product certification classes.

#### **Discussion of Honeywell ESSA Support**

**Important Notice:** Only Honeywell Authorized Security Integrators certified for RIVERSIDE COUNTY INFORMATION TECHNOLOGY are eligible to contact Honeywell technical support personnel for support.

#### **Priority Levels**

This Proposal defines varying levels of priority in the event of system performance issues to ensure that RIVERSIDE COUNTY INFORMATION TECHNOLOGY receives our best-level response. Escalating levels of priority are defined below. Abuse of definition of priority levels may result in increased support costs. Subsequent sections will explain response times to these priority levels.

**Priority 1** – Problems affecting multiple sites or causing a cessation of function of an entire system. A Honeywell technical support engineer will work with RIVERSIDE COUNTY INFORMATION TECHNOLOGY support personnel as soon as the call has been received. Periodic phone notifications (not to exceed one hour) and status updates will be provided by the Honeywell technical support organization. Auto-technical-problem and management escalations will be managed through the Customer Relations Management System.

**Priority 2** – Problems causing a partial failure of systems. A Honeywell technical support engineer will work with RIVERSIDE COUNTY INFORMATION TECHNOLOGY support personnel as soon as the call has been received. Periodic phone notifications (not to exceed one hour) and status updates will be provided by the Honeywell technical support department. Auto-technical-problem and management escalations will occur through the Customer Relations Management System. Honeywell technical support will provide notification of the status of the problem until the issue is resolved or until a mutually agreeable alternative timeframe is established.

**Priority 3** – Problems that prevent the successful and timely completion of work or new installations.

**Priority 4** – Problems interfering with timely and effective work but not resulting in the complete stoppage of work.

**Priority 5** – Scheduled appointment to perform requested services. The timeframe for these requests will be agreed upon between Honeywell technical support and RIVERSIDE COUNTY INFORMATION TECHNOLOGY support personnel.

**Response Times**

The following section includes a glossary of terms in addition to defining response times for each priority level:

Severity Level (Incident)	Definition
<b>Honeywell Priority 1</b>	<ul style="list-style-type: none"> <li>• Super Critical issue. Affects multiple users / systems</li> <li>• Response time: &lt; 1 hour</li> <li>• Information Update Frequency: 2 hours</li> <li>• Recovery time: &lt; 4 hours</li> </ul>
<b>Honeywell Priority 2</b>	<ul style="list-style-type: none"> <li>• Critical issue. Affects multiple users / systems</li> <li>• Response time: &lt; 1 hour</li> <li>• Information Update Frequency: 3 hours</li> <li>• Recovery time: &lt; 6 hours</li> </ul>
<b>Honeywell Priority 3</b>	<ul style="list-style-type: none"> <li>• Severe issue. May affect multiple users.</li> <li>• Response time: &lt; 2 hours</li> <li>• Information Update Frequency: 8 hours</li> <li>• Recovery time: &lt; 2 business days</li> </ul>
<b>Honeywell Priority 4</b>	<ul style="list-style-type: none"> <li>• Affects one person or can wait until next business day</li> <li>• Response time: &lt; 4 hours</li> <li>• Information Update Frequency: Daily</li> <li>• Recovery time: &lt; 5 business days</li> </ul>
<b>Honeywell Priority 5</b>	<ul style="list-style-type: none"> <li>• Not an urgent issue and can be addressed later.</li> <li>• A minor problem requiring a medium-term resolution.</li> <li>• The problem does not degrade functionality and major functions still work</li> <li>• Response time: &lt; 24 hours   Next business day</li> <li>• Information Update Frequency: Daily</li> </ul>



	<ul style="list-style-type: none"> <li>• Recovery time: &lt; 10 business days</li> </ul>
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Glossary Term	Definition
<b>Response Time</b>	<ul style="list-style-type: none"> <li>• This is the time window within which Honeywell technician will acknowledge and attend to the production issue in line with the severity definition table.</li> <li>• RIVERSIDE COUNTY INFORMATION TECHNOLOGY should call Honeywell’s call center for support during normal business hours of 9am – 7pm eastern time for immediate support.</li> <li>• Outside of normal business hours response time is as outlined in the severity level definition table</li> <li>• Relative to system configurations not requiring product development and or feature requests</li> </ul>
<b>Information Update</b>	<ul style="list-style-type: none"> <li>• Honeywell will provide status updates through email communication in line with the severity definition table.</li> </ul>
<b>Recovery Time</b>	<ul style="list-style-type: none"> <li>• This is the time window within which Honeywell is committed to recovering the system that is down due to product issue by exercising due diligence when working towards providing a solution. In most cases, solution may be a temporary fix or a work-around.</li> </ul>
<b>Time to provision Root Cause Analysis (RCA Report) &amp; timeline for permanent solution</b>	<ul style="list-style-type: none"> <li>• After the system is recovered, Honeywell’s engineering team will exercise due diligence to identify the root cause of the product issue and provide timeline for a permanent solution in line with the severity definition table. The normal turnaround time for the RCA Report is 5 to 7 business days. Any exceptions will be discussed to agree on a date acceptable to RIVERSIDE COUNTY INFORMATION TECHNOLOGY and Honeywell.</li> </ul>

**EXHIBIT B  
PAYMENT PROVISIONS**

**B.1 PRICING– MAXIMUM AMOUNTS – ANNUAL AND AGGREGATE TOTALS**

The total annual payments to CONTRACTOR shall not exceed:

FISCAL YEAR PERIOD	ANNUAL PAYMENT
May 1, 2020 through April 30, 2021	\$71,875.32
May 1, 2021 through April 30, 2022	\$77,171.16
May 1, 2022 through April 30, 2023	\$82,467.00
May 1, 2023 through April 30, 2024	\$84,954.01
May 1, 2024 through April 30, 2025	\$87,943.73
Total	\$403,943.73

COUNTY shall pay CONTRACTOR for services performed, products provided, or expenses incurred in accordance under this Agreement according to the Details attached hereto and incorporated herein by this reference

**B.2 ESSA Cost**

The ESSA cost is based on several factors, including type of Pro-Watch software edition and number of servers, users, badging workstations and readers. The following components comprise the RIVERSIDE COUNTY INFORMATION TECHNOLOGY Pro-Watch Corporate Edition access control system:

The Riverside County Information Technology server can be summarized as follows: Pro-Watch Corporate Edition Software license, (24) concurrent user licenses, (2) concurrent badging licenses and (3154) reader licenses.

Part #	Description	Qty	Unit Price	Ext. Price
	ESSA Year 1 May 1, 2020-April 30, 2021 based on 2656 readers			
SSAEUPWCE	Annual End User 24/7 Software Support Agreement Pro-Watch Corporate Edition Includes support for (1) Server License, (1) Concurrent User License, (1) Concurrent Badging License, (96) Reader License	1	\$ 5,929.77	\$ 5,929.77
SSAEUPWCER	Annual End User 24/7 Software Support Agreement 32 Reader Add-on	80	\$ 661.98	\$ 52,958.40
SSAEUPWCEU	Annual End User 24/7 Software Support Agreement Concurrent User License Add-on	21	\$ 589.05	\$ 12,370.05
SSAEUPWCEB	Annual End User 24/7 Software Support Agreement	1	\$ 617.10	\$ 617.10

	Concurrent Badging License Add-on			
	<b>Year 1 ESSA Total 2020</b>			<b>\$ 71,875.32</b>
	ESSA Year 2 May 1, 2021-April 30, 2022 based on 2912 readers			
SSAEUPWCE	Annual End User 24/7 Software Support Agreement Pro-Watch Corporate Edition Includes support for (1) Server License, (1) Concurrent User License, (1) Concurrent Badging License, (96) Reader License	1	\$ 5,929.77	\$ 5,929.77
SSAEUPWCER	Annual End User 24/7 Software Support Agreement 32 Reader Add-on	88	\$ 661.98	\$ 58,254.24
SSAEUPWCEU	Annual End User 24/7 Software Support Agreement Concurrent User License Add-on	21	\$ 589.05	\$ 12,370.05
SSAEUPWCEB	Annual End User 24/7 Software Support Agreement Concurrent Badging License Add-on	1	\$ 617.10	\$ 617.10
	<b>Year 2 ESSA Total 2021</b>			<b>\$ 77,171.16</b>
	ESSA Year 3 May 1, 2022-April 30, 2023 based on 3154 readers			
SSAEUPWCE	Annual End User 24/7 Software Support Agreement Pro-Watch Corporate Edition Includes support for (1) Server License, (1) Concurrent User License, (1) Concurrent Badging License, (96) Reader License	1	\$ 5,929.77	\$ 5,929.77
SSAEUPWCER	Annual End User 24/7 Software Support Agreement 32 Reader Add-on	96	\$ 661.98	\$ 63,550.08
SSAEUPWCEU	Annual End User 24/7 Software Support Agreement Concurrent User License Add-on	21	\$ 589.05	\$ 12,370.05
SSAEUPWCEB	Annual End User 24/7 Software Support Agreement Concurrent Badging License Add-on	1	\$ 617.10	\$ 617.10
	<b>Year 3 ESSA Total 2022</b>			<b>\$ 82,467.00</b>

	<b>Year 4 ESSA May 1, 2023-April 30, 2024</b> Total is based on 3% YOY increase, also if the license count is more than 3154 readers, 23 users and 2 badge the quantity of the part number and price will increase based on new licensing			<b>\$ 84,941.01</b>
	<b>Year 5 ESSA May 1, 2024-April 30, 2025</b> is based on 3% YOY increase, also if the license count is more than 3154 readers, 23 users and 2 badge the quantity of the part number and price will increase based on new licensing			<b>\$ 87,489.24</b>
	<b>5 year ESSA Total</b>			<b>\$ 403,943.73</b>
	<b>Optional Services</b> (not included in the ESSA price but can be purchased separately once the ESSA is in place)			
CPSSYSOPFD	One Day On-site System Optimization Service. *First day on-site includes all T&E Expenses.	1		\$ 3,490.00
CPSPM	Project Management Service (Hourly Rate)	1		\$ 165.00
CPSSYSOPPRM	Remote System Optimization Service *Based on a per Server fixed rate, to perform maintenance on.	1		\$ 975.00

**B.3 Price**

Based on the above specifications, we are pleased to quote to RIVERSIDE COUNTY INFORMATION TECHNOLOGY an Enhanced Software Support Agreement for a term of five (5) years from the invoice date in the amount of **\$403,943.73 (four hundred three thousand nine hundred forty-three dollars and seventy-three cents)**. Riverside County Information Technology will be paying the invoice on a 12- month basis to reflect each yearly amount.

This price is subject to confirmation of the components as outlined by RIVERSIDE COUNTY INFORMATION TECHNOLOGY above. Please note that the price set forth herein is subject to increase in the case of system expansion prior to or during the term of the ESSA.

Honeywell agrees to furnish RIVERSIDE COUNTY INFORMATION TECHNOLOGY with service and support, in accordance with this proposal, that will not exceed the price stated herein, provided changes are not made to either the RIVERSIDE COUNTY INFORMATION TECHNOLOGY Pro-Watch Corporate Edition access control system or scope of services. In the event of changes, Honeywell will notify RIVERSIDE COUNTY INFORMATION TECHNOLOGY of associated price increases in advance of rendering corresponding services. Honeywell will invoice RIVERSIDE COUNTY INFORMATION TECHNOLOGY for services on a yearly basis. "Services" is defined in this agreement to entail software support and excludes hardware support for hardware not manufactured or provided by Honeywell.