

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



ITEM: 3.34
(ID # 19495)

MEETING DATE:

Tuesday, July 26, 2022

FROM : RIVERSIDE COUNTY INFORMATION TECHNOLOGY:

SUBJECT: RIVERSIDE COUNTY INFORMATION TECHNOLOGY: Ratify and approve the emergency purchase of equipment and repair cost of Uninterruptible Power Supply (UPS) and approve the Amendment No. 1 to the Service Agreement with Fakouri Electrical Engineering, Inc. (ITARC-MAINT-00003569), to increase the total annual amount from \$50,000 to \$70,000 from December 20, 2021 through November 30, 2026, All Districts. [Total Cost \$241,662, One-time Cost \$161,662.00, Annual Cost \$20,000 - RCIT Budget - 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the emergency purchase of equipment and repair cost of Uninterruptible Power Supply (UPS) in the amount of \$161,662;
2. Approve the Amendment No.1 Uninterruptible Power Supply (UPS) Maintenance and Service Agreement with Fakouri Electrical Engineering, Inc., to increase the annual maximum payment by \$20,000, from \$50,000 to \$70,000 annually from December 20, 2021 through November 30, 2026 and authorize the Chair of the Board to sign three (3) copies of the Amendment No. 1 on behalf of the County;
3. 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 stay within the intent of the agreement, to exercise the renewal option and to increase the annual compensation not to exceed \$10,000 for future unforeseen requirements through November 30, 2026; and
4. Direct the Clerk of the Board to retain one (1) copy of the Amendment and return two (2) copies of the Amendment to Riverside County Information Technology for distribution.

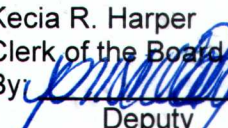
ACTION:Policy


Jim Smith, Chief Information Officer 7/1/2022

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, seconded by Supervisor Perez 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: July 26, 2022
xc: RCIT

Kecia R. Harper
Clerk of the Board
By: 
Deputy

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FINANCIAL DATA	FY21/22:	FY22/23:	Total Cost:	Ongoing Cost
COST	\$ 161,662	\$ 20,000	\$ 241,662	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: RCIT Budget – 100%			Budget Adjustment: No	
			For Fiscal Year: 21/22-25/26	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The request before the Board is to ratify and approve the emergency purchase of equipment and repair cost of Uninterruptible Power Supply (UPS) in the amount of \$161,662 and to approve the Amendment No. 1 to the Service Agreement (ITARC-MAINT-00003569) with Fakouri Electrical Engineering, Inc. (Fakouri), to increase the total annual agreement amount by \$20,000, from \$50,000 to \$70,000.

During a service visit for routine maintenance, it was discovered that the current UPS located at the Riverside County Innovation Center (RCIC) building has reached end-of-life, and replacement service and parts were required. It was further determined that the replacement of parts for the existing UPS and Power Distribution Unit (PDU) have been discontinued and that only a limited inventory for spare parts (used or new) are available for service and repairs. In order to reduce the risk of prolonged periods of exposure without backup power if commercial utility power fails, The Riverside County Information Technology department (RCIT) staff determined an emergency purchase was required to get the equipment replacement ordered as soon as possible. Furthermore, there are significant delays in the supply chain and an emergency purchase of the repair parts was required in order to be complete the repairs as quickly as possible.

RCIT is responsible for the repair and maintenance of several UPS systems throughout the County and all work performed for these repairs and services are billed back to RCIT. Fakouri is APC Symmetra/Schneider Electric, and MGE Factory trained and certified and provides RCIT with specialized services required to service all UPS units. This provides the County a single point of contact that is familiar with the UPS units and service locations.

Impact on Citizens and Businesses

There is no negative impact to residents or businesses within the County of Riverside. The emergency purchase and repair will prevent equipment failures during a utility power outage within RCIC data center which serves several County Departments. The approval of Amendment No. 1 ensures continuity of IT functions at primary County facilities and ensures public safety communications services are available during commercial power interruptions.

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Contract History and Price Reasonableness

The Uninterruptible Power Supply (UPS) Maintenance and Service Agreement (#ITARC-MAINT-0003569) with Fakouri Electrical Engineering (FEE), Inc. was executed on December 20, 2021.

The Purchasing Department, on behalf of RCIT, issued a Request for Quote (RFQ) # ITARC-0000356 for Uninterruptible Power Supply (UPS) Maintenance and Service. The bid was posted on County e-procurement system (Jaggaer/Scquest) known as RivcoPRO, a total of 57 vendors were invited and only three vendors were present at the mandatory pre-bid meeting, which were Fakouri Electrical Engineering, Inc, IE Alarm, and Amtek Construction. RCIT only received one bid response from Fakouri Electrical Engineering, Inc. Both Procurement and RCIT evaluated their response to the RFQ and determined that Fakouri Electrical Engineering, Inc. met all the certification requirements within the scope of work and was awarded as the lowest responsive and responsible bidder.

ATTACHMENTS:

A. Amendment No. 1 with Fakouri Electrical Engineering, Inc.


Suzanna Hackley, Assistant Director of Purchasing and Fleet Service

7/7/2022


Venus Brambila, Deputy Director - Administration

7/20/2022


Cynthia M. Guenzel, Chief Deputy County Counsel

7/13/2022

AMENDMENT NO. 1 TO THE UNINTERRUPTIBLE POWER SUPPLY (UPS) MAINTENANCE
AND SERVICE AGREEMENT BETWEEN COUNTY OF RIVERSIDE AND FAKOURI
ELECTRICAL ENGINEERING, INC.

Original Period of Performance:	December 20, 2021, through November 30, 2026
Effective Date of Amendment No. 1:	Upon signature by both parties
Original Annual Maximum Payment Amount:	\$50,000 (annually FY 20/21 -FY 21/22)
Amended Annual Maximum Payment Amount:	\$161,662 (one-time FY 21/22) \$70,000 (annually FY 22/23- FY25/26)
Contract ID #:	ITARC- MAINT-0003569

This Amendment No. 1 to Uninterruptible Power Supply (UPS) Maintenance and Service Agreement between COUNTY OF RIVERSIDE and Fakouri Electrical Engineering (FEE), Inc. (herein referred to as "Amendment No. 1"), is made and entered into by and between the County of Riverside a political subdivision of the State of California, (herein referred to as "COUNTY"), and Fakouri Electrical Engineering (FEE), Inc. a California corporation, (herein referred to as "CONTRACTOR"), sometimes collectively referred to as the "Parties".

RECITALS

WHEREAS, COUNTY and CONTRACTOR entered into that certain Service Agreement for Uninterruptible Power Supply (UPS) Maintenance and Service with Fakouri Electrical Engineering (FEE), Inc., Contract ID No. ITARC-MAINT-0003569, executed on December 20, 2021, (herein referred to as "Agreement"); and

WHEREAS, COUNTY and CONTRACTOR now desire to amend the maximum annual payment amount of the Agreement for a one-time cost for "emergency repairs" for FY 2021/2022 and increase the annual amount for FY 22/23- FY25/26.

NOW, THEREFORE, the Parties agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.
2. **Compensation.** The second sentence of Subsection 3.1 of Section 3. **Compensation** of the Service Agreement is hereby amended for FY 2021/2022 to include a one-time cost for "emergency repairs" in the amount of \$161,662.00 and increase the annual maximum payment amount for FY 2022/2023 through 2025/2026 from \$50,000 annually to \$70,000 annually, as follows:

"For FY 2020/2021 and 2021/2022, maximum payments by COUNTY to CONTRACTOR shall not exceed \$50,000 (Fifty Thousand Dollars) annually including all expenses; for FY 2021/2022, shall include a one-time cost of \$161,662 for an unforeseen emergency repair cost for a total annual amount of \$211,662; for FY 2022/2023 through the remaining term of the Agreement, maximum payments by COUNTY to CONTRACTOR shall not exceed \$70,000 (Seventy Thousand Dollars) annually including all expenses."

3. **Capitalized Terms/Amendment to Prevail.** Unless defined herein or the context requires otherwise, all capitalized terms herein shall have the meaning defined in the Agreement, as heretofore amended. The provisions of this Amendment No. 1 shall prevail over any

AMENDMENT NO. 1 TO THE UNINTERRUPTIBLE POWER SUPPLY (UPS) MAINTENANCE
AND SERVICE AGREEMENT BETWEEN COUNTY OF RIVERSIDE AND FAKOURI
ELECTRICAL ENGINEERING, INC.

inconsistency or conflicting provisions of the Agreement, as heretofore amended, and shall supplement the remaining provisions thereof.

4. **Miscellaneous.** Except as amended or modified herein, all the terms of the Agreement shall remain in full force and effect and shall apply with the same force and effect. Time is of the essence in this first Amendment and the Agreement and each and all of their respective provisions. Subject to the provisions of the Agreement as to assignment, the agreements, conditions and provisions herein contained shall apply to and bind the heirs, executors, administrators, successors and assigns of the parties hereto. If any provisions of this first Amendment or the Agreement shall be determined to be illegal or unenforceable, such determination shall not affect any other provision of the Agreement and all such other provisions shall remain in full force and effect. The language in all parts of the Agreement shall be construed according to its normal and usual meaning and not strictly for or against either COUNTY or CONTRACTOR.
5. **Effective Date.** This Amendment No. 1 shall not be binding or consummated until it is fully executed by the Parties.
6. **Counterparts.** This Amendment No. 1 may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.
7. **Electronic Signatures.** Each Party to this Amendment No. 1 agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Amendment No. 1. The Parties further agree that the electronic signatures of the Parties included in this Amendment No. 4 are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the Party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

[Signature Page Follows]

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AND SERVICE AGREEMENT BETWEEN COUNTY OF RIVERSIDE AND FAKOURI
ELECTRICAL ENGINEERING, INC.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Amendment No. 1.

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

By: Jeff Hewitt

Jeff Hewitt

Chair, Board of Supervisor

Dated: JUL 26 2022

Fakouri Electrical Engineering, Inc, a
California Company

By: Maryam Ewalt

Name: Maryam Ewalt

Title: President/CEO

Dated: 7-7-2022

APPROVED AS TO FORM:

County Counsel

By: Kristine Bell-Valdez

Kristine Bell-Valdez

Supervising Deputy County Counsel

ATTEST:

KECIA R. HARPER, Clerk

By: Kecia R. Harper

DEPUTY