

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



ITEM: 3.76
(ID # 19811)

MEETING DATE:
Tuesday, August 30, 2022

FROM : SHERIFF-CORONER-PA:

SUBJECT: SHERIFF- CORONER- PA: Ratify and Approve the Professional Service Agreement with CML Security, LLC, for Integrated Security Electronic Maintenance Services for Five Separate Adult Correctional Facilities. All Districts, [5 Year Contract Total: \$8,150,301; up to \$1,630,060 in Additional Compensation]; 100% Sheriff's Budget

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and Approve to the Professional Service Agreement with CML Security, LLC for Integrated Security and Electronic Maintenance Services to exercise the option to renew and extend the term of the Agreement through June 30, 2027 with the option to renew for two additional years for a total aggregate amount of \$8,150,301, and authorize the Chairman of the Board to sign Amendment No. 6 on behalf of the County.
2. Authorize the Purchasing Agent, in accordance with Ordinance 459, based on the availability of fiscal funding and as approved as to form by County Counsel to: (a) sign amendments, purchase new equipment as needed, that the options of the agreement including modifications of the scope of services that stay within the intent of the Agreement; and (b) sign amendments to the compensation provisions that do not exceed the sum total of 20% of the total aggregate cost of the contract.

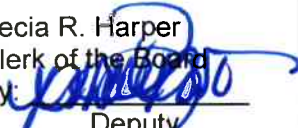
ACTION:Policy


Edward Delgado, Assistant Sheriff 8/17/2022

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: August 30, 2022
xc: Sheriff

Kecia R. Harper
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 1,583,444	\$ 1,583,444	\$ 8,150,301	\$ 0
NET COUNTY COST	\$ 1,583,444	\$ 1,583,444	\$ 8,150,301	\$ 0
SOURCE OF FUNDS: 100% Sheriff's Budget			Budget Adjustment: No	
			For Fiscal Year: 21/22 – 26/27	

C.E.O. RECOMMENDATION: Approve

BR: 23-16

BACKGROUND:

Summary

The Sheriff's Department requires an independent contractor who can provide integrated security electronic and maintenance services to five adult correctional facilities: Robert Presley Detention Center, Larry D. Smith Correctional Facility, John Benoit Detention Center, Blythe Jail, and Cois Byrd Detention Center. Each facility varies greatly across the County with different types of security electronic equipment that are aging and complex with unique components and layouts. Sheriff's personnel are tasked with the challenges of monitoring several areas with different electronic systems. Systems include electronically activated and integrated door control systems, electronic detention locks, door actuators, control panels, intercom systems, paging systems, video visitation, closed circuit television (CCTV) systems, intrusion/tamper alarm systems, fire emergency/alarm systems, card access control systems, card reader controlled electronic door locks, and other related systems. These services are not new or expanded.

To ensure adequate service levels, integrated security and electronic maintenance services are required twenty-four (24) hours per day, 365 days per year to maintain the existing equipment and to facilitate future additions and upgrades as necessary.

Impact on Residents and Businesses

Integrated security and electronic maintenance services are necessary for the safety and security of personnel, inmates, and the public.

Contract History and Price Reasonableness


County Purchasing and Fleet Services, on behalf of the Sheriff's Department, released a Request for Proposal (RFP) #SHARC-471, soliciting a proposal for integrated security and electronic maintenance service for the County's five (5) adult correctional facilities. Solicitations were posted on the Public Purchase website and advertised on the County Purchasing website. The RFP was sent to thirty-four (34) potential bidders, and twenty-three (23) of them downloaded the bid. A total of three (3) vendors attended the mandatory job walk, but only one (1) bid response was submitted in response to the RFP. The proposal was reviewed by the

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evaluation team consisting of Sheriff personnel and members of the Facilities Management Department. The bid response was evaluated based on the criteria set forth in the RFP: overall responses to the RFP requirements, bidders experience and technical ability, funded full-time technicians, reference, and financial, and overall compliance with the RFP. Based on the vendor response to the proposal and the need to ensure adequate service levels, the County selected CML Security, LLC for maintenance/support of the five jail electronic systems.

Attachments

CML Security, LLC Professional Service Agreement – 3 copies


Suzanna Hackley, Assistant Director of Purchasing and Fleet Service

8/16/2022


Rebecca S Cortez, Principal Management Analyst

8/22/2022


Cynthia M Gartzel, Chief Deputy County Counsel

8/11/2022

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PROFESSIONAL SERVICE AGREEMENT

for

INTEGRATED SECURITY & ELECTRONIC MAINTENANCE SERVICES

between

COUNTY OF RIVERSIDE

and

CML SECURITY, LLC



AUG 30 2022 3.76

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This Agreement, made and entered into this 1st day of June, 2022, by and between CML Security, LLC, (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 monitoring, preventative maintenance, parts, software upgrades, and repair services to Inmate Visitation Systems, Integrated Security and Electronics Systems as outlined and specified in Exhibit A, Scope of Services, at the prices stated in ATTACHMENT 4, Payment Provisions to this Agreement.

1.2. Systems include, but are not limited to: locking controls, fire alarms panels, smoke and heat detectors, security alarms, intercoms, UPS, resident alert monitoring, CCTV systems, DVR's, perimeter and interior security systems, and other related systems. The facilities include Robert Presley Detention Center (RPDC), Cois M. Byrd Detention Center (CBDC), Larry D. Smith Correctional Facility (SCF), John Benoit Detention Center (JBDC) and Blythe Jail (BLYJ). The Maintenance/Service Location addresses are listed in ATTACHMENT 3.

1.3 CONTRACTOR represents that he has the skills, experience and knowledge necessary to fully and adequately perform and complete 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. Contractor further represents and warrants that it has all licenses; permits, qualifications and approvals of whatever nature is legally required to practice its professional service. Contractor further represents that it shall keep all such licenses and approvals in effect during the term of this Agreement.

1.4 CONTRACTOR affirms that 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 ATTACHMENT 4. CONTRACTOR is not to perform services or provide products outside of this Agreement.

1.5 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 June 1, 2022 and continues in effect for five (5) years through June 30, 2027, with an option to renew for two (2) one-year renewal period, by written amendment, 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 ATTACHMENT 4, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed the annual dollar amount listed including all expenses (for each site and total). 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 ATTACHMENT 4, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 CONTRACTOR is responsible for submitting detailed monthly billing to the COUNTY. The monthly billing shall include itemized cost for labor, material and a detailed description of the scope of work performed. After which, the payment to the CONTRACTOR will be made in arrears. CONTRACTOR is not in default under any provisions of this Agreement. The amount of payment shall be one-twelfth (1/12) of the annual contract price, plus any costs for additional work authorized by the COUNTY, less any deductions for unsatisfactory performance, see ATTACHMENT 4, Payment Provisions. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices for the specific facilities individually listed in ATTACHMENT 3.

- 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-93673-003-06/29; quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.
- c) Each location shall be billed as a separate entity
- d) In accordance with California Government Code Section 926.10, COUNTY is not allowed to pay excess interest and late charges.

3.3 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 thirty (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 thirty (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 twenty-four (24) hours 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 twenty-four (24) hours 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 and the County shall continue payment of undisputed amounts to CONTRACTOR in accordance with the Agreement.

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. Each Party shall be responsible for their own attorney's fees should a Party have legal representation at mediation.

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 for the first year of this Agreement only, 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. §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 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 Sheriff, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department shall also serve as a 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 (2) days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Purchasing and Fleet Services
2980 Washington Street
Riverside, CA 92504
Attn: Cedric Cason
Riverside County Sheriff's Department
4095 Lemon Street 3th Floor
Riverside, CA 92501
Attn: Purchasing Unit

CONTRACTOR

CML Security, LLC
1785 W. 160th Avenue, Suite 700
Broomfield, CO 80023

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 ten (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 To the fullest extent permitted by applicable law, 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 release and/or 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 \$2,000,000 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 under this Agreement.

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 may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. The Parties 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). The Parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and

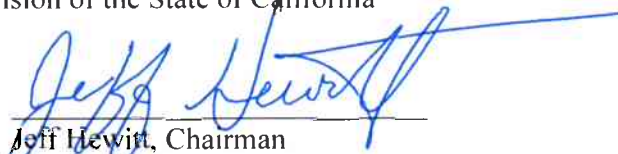
effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to CUETA as amended from time to time. Digital signature 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.


23.13 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

CML Security, LLC

By: 
Jeff Hewitt, Chairman
Board of Supervisors

By: 
Name: Tommy Thoene
Title: President

Dated: AUG 30 2022

Dated: 7/29/2022

ATTEST:
Kecia Harper
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
County Counsel

By: 
for Amrit Dhillon
Deputy County Counsel

EXHIBIT A
SCOPE OF SERVICES

1. DEFINITIONS

Wherever these words occur in this Agreement, they shall have the following meaning:

- A. "Acceptable Quality Level" (AQL) shall mean a measure expressing the maximum allowable leeway or variance from a performance standard (100%) before the COUNTY will reject the work. AQL does not imply that the Contractor may knowingly perform unsatisfactorily. However, the COUNTY recognizes that less than 100% performance may sometimes occur. Failure to meet the AQL shall result in the issuance of a Contract Discrepancy Report (CDR), and Unsatisfactory Performance Deduction (UPD) shall be applied against Contractor's monthly payment, as stated in the Performance Requirements Summary. Additionally, upon request by the COUNTY, the Contractor must re-perform all work to correct the identified deficiencies.
- B. "Addendum" shall mean an amendment or modification to the contract agreement.
- C. "Bid" shall mean the proposal submitted by a Bidder on the Bid Form consistent with the Instructions to Bidders, to complete the Work for a specified sum of money and within a specified period of time.
- D. "Bidder" shall mean an individual, firm, partnership or corporation that submits a qualified Bid for the Work, either directly or through a duly authorized representative.
- E. "Contract Discrepancy Report" (CDR) shall mean a report used by the COUNTY's Quality Assurance Evaluator (QAE) to record Contract information regarding discrepancies or problems with the Contractor's performance. If the Contractor's performance is judged by the QAE as unsatisfactory, the QAE shall forward a Contract Discrepancy Report to the Contractor for response.
- F. "Contract Manager" (CM) shall mean the individual appointed by the Contractor and approved by the COUNTY to administer the Contract operation after the Contract is awarded. This individual shall be responsible for supervision of the Contractor's employees.
- G. "CONTRACTOR" shall mean any employee, agent or representative of the contract company used in conjunction with the performance of the contract. For the purposes of this contract agreement, Contractor and Bidder are used interchangeably.
- H. "COUNTY" shall mean the County of Riverside and its Sheriff's Department. For purposes of this contract agreement, Sheriff's Department and COUNTY are used interchangeably.
- I. "Court Services" shall mean units of the Riverside Sheriff's Department that provides services to the Consolidated Superior Court of Riverside County.
- J. "Critical Problem" shall mean a problem with the safety/security system(s) of a facility that has or causes major impact to the security operations and the safe operation of a facility.
- K. "Department" shall mean the Riverside County Sheriff's Department.

- L. "Department Contract Manager" (DCM) shall mean the individual who will be appointed by the Department and is responsible for overseeing the terms of the contract with the successful vendor and may coordinate the contract activities with the facility managers.
- M. "DIACS" Distributed Intelligence Access Control System.
- N. "Facility" shall mean a jail, detention center, place of incarceration, courthouse or a location in which a security system(s) is in use. All facilities to be covered by this contract agreement are operated by or with the Riverside County Sheriff's Department.
- O. "Facility Manager" shall mean the person designated by the facility commander who will be responsible for overseeing the terms of the contract with Contractor and will coordinate the contract activities within the facility.
- P. "Item" shall mean an individual piece of equipment that is a part of a security system. For example, the contract requires that each camera and lens be properly adjusted. Each camera and lens in the system would be considered an item.
- Q. "Maintenance and Repair" shall mean the routine, recurring and/or unusual work for the preservation, protection and keeping and/or restoration of systems to a safe and continually usable and operable condition for which it was designed, improved, constructed, altered or repaired.
- R. "Mechanical and Electromechanical Devices" shall mean all devices that move mechanically or work on mechanical or electromechanical principles. Examples include, but are not limited to: door or gate closures and position switches, gate lock parts, door or gate hold open devices, roller bearings and wheels, tracks and guides, mechanical (manual) devices, electric motors for swing doors or gates and sliding doors or gates, controllers for operators and electric motors, chains, compressors for pneumatic locking systems, pneumatic locking devices, air lines for pneumatic locks, pneumatic interface cabinets, lock cylinders and internal parts associated with the above devices.
- S. "MQs" shall mean minimum qualifications.
- T. "Operable" shall mean systems which are usable for the purpose for which they are intended, that is, all functions can be operated, accessed, activated and used by normal means, or by equivalent temporary "work around" means without significant increase in effort or difficulty.
- U. "Performance Indicators" shall mean Characteristics used to measure and evaluate work. Performance indicators measure work quality against the AQL and the Standard.
- V. "Performance Requirements Summary" shall mean a document that summarizes all required services under the Contract, Key Performance Indicators, service standards, maximum allowable deviations from perfect performance before Unsatisfactory Performance Deductions may be applied. The COUNTY will determine method(s) of monitoring, and the dollar amount of Unsatisfactory Performance Deductions.

- W. "Preventative Maintenance Program" (PMP) shall mean a program that provides for the systematic inspection, servicing and repair of systems prior to failure.
- X. "Quality Assurance Evaluator" (QAE) shall mean a County employee responsible for the monitoring of the Contractor's performance. Each Facility Manager will appoint a Designee.
- Y. "Quality Assurance Monitoring Plan" shall mean a plan developed by the COUNTY for its use to monitor the Contractor's performance for each service listed in the Performance Requirements Summary.
- Z. "Quality Control Program" shall mean all measures taken by the Contractor to assure that the quality of an end product or service will meet the Contract requirements regarding timeliness, accuracy, appearance, completeness, consistency, and conformity to the requirements set forth in the Performance Requirements Summary.
- AA. "Task" shall mean a job or unit of work to be performed. For example, the adjustment of a video camera is a task. The cleaning of the camera lens on the same camera would be considered another task.
- BB. "Trouble Report" shall mean a report generated by custody staff and is used to report repairs or needed work on the systems. The trouble report shall serve as a work order.
- CC. "Unsatisfactory Performance Deductions" shall mean monetary deductions applied against the County's monthly payment to the Contractor for all documented instances of non-compliance.
- DD. "Work Request or Work Order" is a means whereby the users of systems, which the Contractor is responsible for maintaining and repairing, may document problems and repairs to the systems.
- EE. "Yearly Quality Assurance Evaluation" shall mean a yearly inspection on all facilities to provide a technical review and report regarding the status of systems maintained by the contractor.

2. PURPOSE/BACKGROUND

2.1 CONTRACTOR shall provide maintenance and repair on integrated security and electronics systems at the Robert Presley Detention Center, Larry D. Smith Correctional Facility, Cois M. Byrd Detention Center, John Benoit Detention Center, and Blythe Jail. These facilities are all located in Riverside County, California, and henceforth referred to as Riverside County facilities.

2.2 Maintenance and repair items covered under this Agreement at each site will vary due to age and usage of the installed equipment. The site requirements cover the following, but are not limited to: video visiting, mechanical and electromechanical gate and door locking controls, door actuators, license and software upgrades to covered systems, fire alarms, smoke and heat detectors, replacement parts (like and kind), security alarms, intercoms (integrated and standalone), resident alert monitoring, DVR systems, CCTV, UPS, card access control, activation control boards, perimeter security systems and other such systems of jail security.

2.3 It is the nature of modern correctional facilities that they are highly dependent on significant portions of their electronics systems for security and safety of personnel, inmates, the public, and for the security of the facility itself. It is critical that the security and electronics systems be maintained in proper operating condition at all times by the most efficient and effective possible maintenance procedures. Deficiencies and failures effecting jail operations must be corrected immediately using extraordinary means when necessary. In addition, unlike industrial or commercial facilities, a correctional facility cannot be periodically closed or partially shut down for major repairs or overhauls. Thus, effective preventive maintenance is critical to minimizing the need for corrective action and preventing major malfunctions.

2.4 The Contractor shall be the maintenance provider with the expertise and a background on the security/safety systems and visitation systems. The purpose is to illustrate the required expertise for the providers of maintenance services. These descriptions do not constitute and cannot be used as a complete and/or accurate description of the Department and/or the system interns of equipment to be maintained.

2.5 The Riverside County Sheriff's Department is an organization of approximately 4000 personnel who provide mandated law enforcement services to an estimated population of 2.3 million people. The Sheriff operates a number of public safety related facilities throughout Riverside County. The mandated duties of the Sheriff include the operation of adult jails. Riverside County covers an area of approximately 7,300 square miles. The Sheriff's Department operates five adult jail facilities. The Corrections Division maintains a total of 5,186 inmate beds county-wide. All these facilities use various types of electronic security/safety systems.

2.6 Generally, the security/safety approach to a jail/detection facility encompasses electronically activated, integrated systems including door control systems, electronic detention locks, door actuators, control panels, intercom systems, paging systems, closed circuit television (CCTV) systems, intrusion/tamper alarm systems, fire emergency/alarm systems, and card access control systems/ card reader controlled electronic door locks. The systems are generally fully electronic, and are based on an "integrated" design approach where several different systems are combined ("integrated") from an operational point of view via common, custom built, control panels. The control functions for most systems are generally implemented using programmable logic controllers (PLC's) or in some installations microprocessors (E-proms).

2.7 CONTRACTOR must maintain and repair all visitation systems, equipment, software, software upgrades, components of standalone and integrated security electronics systems, and must be organized for the purpose of providing integrated security and electronics systems maintenance service.

2.8 The maintenance of all mechanical and electromechanical detention locks, door actuators, and card reader controlled electronic door locks are included in the scope of this Agreement. CONTRACTOR must have staff qualified and trained in the maintenance and repair of various detention and builders' hardware locks and locking devices. Systems include but are not limited to: Folger-Adam, RR Brink, Airteq, Schlage, Corbin-Russwin, Yale locks, Southern Steel, Paracentric locks, pneumatic systems and locking devices. This includes devices that may be powered by 115-volt AC, and 24-volt DC. CONTRACTOR must also have staff qualified and trained in the maintenance and repair of various integrated security electronics systems, such as DVR systems, PLC and DIACS.

2.9 CONTRACTOR must possess a B-General Building and/or a C-10 Electrical CONTRACTOR's license with the State of California.

2.10 CONTRACTOR shall provide maintenance and repair on integrated security and electronics systems. The Hall of Justice (HOJ), Southwest Justice Center (SWJC), and the Larson Justice Center (LJC) are not in the scope of work. However, in relation to this Agreement, the differentiation between the courts and the correctional facilities they are attached to will be the threshold going out of the tunnels into the court basement holding areas unless otherwise stated in Attachment 6 equipment inventory. All integrated security and electronic systems and any mechanical and electromechanical devices that are located within the tunnels will remain in this Agreement.

2.11 There may be some security and electronics systems located in the adjoining court but are integrated in some way with the correctional facility and vice versa. The CONTRACTOR is required to enter into an Agreement with the court's security electronics CONTRACTOR to assist in providing access to court security and electronics systems that may be located in the correctional facility. The assistance shall be timely and not exceed the service requirement response detailed in Section 3 of this Exhibit A. This Agreement between the CONTRACTOR and the court's security electronics CONTRACTOR shall be independent of any Agreement with the COUNTY.

2.12 Addition or Reduction to Scope of Service

The COUNTY may add or delete facilities throughout the term of the Agreement as deemed necessary at no additional cost to the COUNTY. In the event a facility is added or deleted, the payment provisions for the individual facility will be adjusted accordingly.

3. SCOPE OF SERVICES

3.1 General - The overall governing requirement of the work is to preserve and maintain all systems covered by this Agreement in a safe, complete, continually usable and functioning condition for which each system was designed, constructed, improved, altered or repaired. The CONTRACTORS shall include preventive maintenance, corrective maintenance, cleaning, inspection, testing, and other tasks as required in this Agreement. Repair of all operable systems covered by this Agreement, and applicable to a given site, shall be included in this agreement, excluding those that fail or are damaged as a direct result of vandalism, fire, earthquake, or other acts of nature, acts of war, or riots.

3.1.1 All CONTRACTOR services shall be provided expeditiously and in a manner minimally disruptive of normal operations. Any shutdown of systems for maintenance must be approved in advance by the Facility Commander, Facility Manager or County Building Services designee. All testing, including activation of alarms or opening of electrically operated security doors shall be coordinated with the Control Room Operators and with other County's personnel as necessary. Some work may require performing necessary work during other than normal (regular) work hours, which are defined in Section 3.7 of Exhibit A.

3.1.2 The COUNTY reserves the right to seek response from other resources if, in his/her sole judgment, the CONTRACTOR does not respond in the time frames described in the Agreement to meet any Maintenance and Repair work requirements or is unable to remedy repairs for any reason. The cost of such alternate Agreement services shall be deducted from COUNTY'S payment to CONTRACTOR.

3.2 In performing its work, the CONTRACTOR shall consider, in decreasing order of importance:

3.2.1 Occupant safety, that is, the safety of staff, visitors, inmates, and other persons who may be at the site.

- 3.2.2 Continuous operation, that is, all systems are usable and functional all of the time.
- 3.2.3 Cost of maintenance services and products.

3.3 Point of Contact - The CONTRACTOR'S on-site personnel shall be the primary point of contact with the Department for initiation of work orders.

During times when CONTRACTOR personnel are not on-site, the point of contact shall be by telephone. The CONTRACTOR shall provide to the COUNTY an emergency phone number that will be answered twenty-four (24) hours per day, 365 days per year by CONTRACTOR personnel authorized to assign a service call to the available service personnel.

All work assigned to CONTRACTOR personnel will be by an approved on-line management software system at no cost to the COUNTY.

In the event of a Critical Problem/ Event, CONTRACTOR will be notified in a first response capacity to determine the nature of the system(s) failure. After hours' response will initially go to the CONTRACTOR. Calls during regular business hours may be coordinated between the CONTRACTOR and Facilities Management.

3.4 Equipment Inventory and Locations

The CONTRACTOR shall furnish all necessary labor, supplies, repair and replacement parts, materials, tools, equipment and transportation required for the safe and proper provision of the required services. The CONTRACTOR shall maintain repair and replacement parts in a location suitable to meet the contractual requirements of turnaround time for repairs. The Department will not provide on-site storage. In the event any supplies, repair or replacement parts, materials, tools and/or equipment need to be ordered to meet the contractual agreement, the cost associated with the shipment of the said items will be at the cost of the CONTRACTOR.

The CONTRACTOR shall maintain accurate and individual facility equipment inventory lists and must provide such lists to each respective Facility Manager as part of the bimonthly management report. The bimonthly management report is to be provided to each Facility Manager during the Performance Evaluation Meetings. The COUNTY reserves the right to inspect and inventory the CONTRACTOR inventory list annually by facility.

The Contractor shall service all/each of the facilities below:

- 3.4.1 Robert Presley Detention Center (RPDC)
4000 Orange Street
Riverside, CA. 92501
- 3.4.2 Cois M. Byrd Detention Center (CBDC)
30755-B Auld Road
Murrieta, CA. 92563
- 3.4.3 Larry D. Smith Correctional Facilities (SCF)
1627 South Hargrave Street

Banning, CA 92220

3.4.4 John J. Benoit Detention Center (JBDC)
82675 St. Hwy. 111
Indio, CA 92201

3.4.5 Blythe Jail (BLJ)
260 N. Spring Street
Blythe, CA. 92225

3.5 COUNTY Personnel - The Department shall designate a Department Project Manager who shall have authority to direct the CONTRACTOR'S performance in matters relating to policy, information requirements, and procedural requirements. The Department Project Manager will monitor the Contract and the performance of the CONTRACTOR and any subcontractors. The name, business address, and business telephone number of the Department Project Manager will be provided to the CONTRACTOR at the time the Contract is awarded. In addition, the Facility Commander will designate a Facility Manager at each facility.

3.6 CONTRACTOR Personnel

3.6.1 Contract Manager - The CONTRACTOR shall provide a Contract Manager who shall be responsible for the overall management and coordination of the Contract and shall act as the administrative point of contact with the COUNTY. The Contract Manager shall provide a telephone number where he/she or his/her Designee can be reached on a twenty-four (24) hours per day basis 365 days per year.

3.6.2 Other CONTRACTOR Personnel - The CONTRACTOR shall provide sufficient competent staff to fulfill the requirements of the Contract. The CONTRACTOR'S site personnel shall have training or sufficient relevant experience to maintain the equipment at each site that is covered under the terms of this Agreement. In addition, the CONTRACTOR shall maintain sufficient other "on-call" staff to provide emergency coverage at the Riverside County Facilities.

3.6.3 Subcontractors - If the CONTRACTOR plans to subcontract any work outlined in the Agreement then the name and all other information about the subcontractor needs to be provided along with an acceptance of the terms and conditions of the COUNTY.

3.7 Hours of Operations - The Riverside County Detention Facilities operate continuously, twenty-four (24) hours per day, 365 days per year. For administrative purposes, regular business hours at all facilities is considered 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays normally granted to County employees as outlined in Attachment 5.

3.8 Covered Systems

3.8.1 The systems to be maintained and repaired may be located inside or outside each facility and include but are not limited to:

3.8.1.1 Video and audio surveillance (e.g., cameras, CCTV, software license, parts, intercoms (integrated and standalone), monitors, DVR systems, UPS, etc.) Replacement of failing or EOL IP video storage equipment at the JBDC facility are excluded. Upon replacement of these items coverage can be added via an addendum at no cost.

3.8.1.2 Communication systems (e.g., inmate visiting phones "cords to be reasonable and practical length not to exceed 32 inches and cords to be replaced as they fail.", intercoms

(integrated and standalone), alarms, parts, speakers, amplifier, paging systems, computer hardware and software etc.)

3.8.1.3 Fire alarm systems (e.g., (fire alarms, smoke and heat detectors) alarm panels and controls. HALON systems not included.

3.8.1.4 Access (e.g., card access controls, activation control boards, perimeter security systems, control panels, mechanical and electromechanical locking controls, mechanical and electromechanical door locks and gate locks, door actuators, roll up doors controls, components and wiring, door sliders, gate operators, elevator controls, parts, vehicle detector systems, card access control/ card reader controlled electric door locks, and other such systems of jail security.)

3.8.1.5 All other mechanical (manual) and electromechanical (electric) pneumatic devices relating to door or gate operation.

3.8.1.6 Visitation systems to include, monitors, consoles, parts, programming, network, software, software updates, license, and any other equipment required to maintain the current system. Monthly service/usage fees and annual subscriptions to visitation system provider are excluded.

3.8.1.7 The replacement of all parts or equipment will be replaced with "like and kind" parts.

3.8.2 The following items are excluded from maintenance and repair under this Agreement:

3.8.2.1 Doors and gates framework

3.8.2.2 Door frames and jambs

3.8.2.3 Hinges

3.8.2.4 Glass in doors

3.8.2.5 Electric motors for roll up doors

3.8.3 **Exclusions**-The electric motors for the roll up doors and gate operators are excluded from maintenance and repair under this Agreement. The electromechanical devices related to the roll up doors and gate operations are the only items that are included.

3.8.4 **Pneumatic Locking Systems**

The pneumatic locking systems shall include all associated parts, which includes the air compressors, air lines, and interface cabinets.

3.8.5 **Initial Condition of Systems**

3.8.5.1 All systems covered under this Agreement are required for day-to-day operation of the Riverside County Facilities. The CONTRACTOR will be required to accept the systems "As is" upon the acceptance of the Agreement.

3.8.5.2 The COUNTY makes no representations on current condition of the security systems, nor does the COUNTY assume any responsibility for any understandings or representations made by any of its representatives or employees prior to the execution of the Agreement regarding the working condition of the electronic security systems or other such systems unless such understandings or representations are explicitly included in the Agreement.

3.9 **Security Requirements**

3.9.1 All persons entering any facility under the care or control of the Riverside County Sheriff's Department, whether CONTRACTOR'S employees or subcontracting personnel, shall meet the

Sheriff's Department security clearance requirements. The CONTRACTOR'S employees and subcontracting personnel will be issued identification cards which shall be properly displayed at all times. Weapons, drugs, alcohol, cell phones and other contraband are not permitted on jail grounds and all persons entering therein are subject to search.

3.9.2 CONTRACTOR authorizes the Sheriff to perform criminal and general background checks on all personnel submitted. The CONTRACTOR shall submit all additional information that may be requested in connection with the background checks. The security clearance will be completed by Sheriff's staff at no charge to the CONTRACTOR. It is the CONTRACTOR responsibility to make their employees available to the Department for this security clearance investigation. CONTRACTOR employees will not be allowed inside a detention or court facility until the security clearance is completed.

3.9.3 The CONTRACTOR must notify the Department Contract Manager, within twenty-four (24) hours, of employment termination of any CONTRACTOR or subcontractor's employees who have previously been granted a Sheriff's Department security clearance related to the Agreement.

3.9.4 During the time that the CONTRACTOR'S employees are at the Riverside County Facilities, they shall be subject to facility rules, regulations and procedures including searches and confiscation of items of contraband. The CONTRACTOR shall take immediate corrective action upon receipt of written or verbal notice that: (1) any employee has violated rules or regulations, two (2) an employee's action while on County premises indicate that such employee may adversely affect facility security or the safety of personnel or inmates.

3.9.5 CONTRACTOR's employees, for their safety and the safety of staff and inmates, will be required to wear a uniform for easy identification when in any County facility. The nature or type of uniform will be the responsibility of the CONTRACTOR. The Department Contract Manager will meet with the CONTRACTOR to approve the nature of the uniform. Cost of providing the uniform is the responsibility of the CONTRACTOR.

3.9.6 The CONTRACTOR must notify the Department Contract Manager immediately upon becoming aware of any CONTRACTOR's or subcontractor's employee's incarceration on any misdemeanor or felony charge or an employee's relative incarceration in any Riverside County jail or prison facility, and/or of arrest on any misdemeanor or felony charge.

3.9.7 CONTRACTOR's or subcontractor's employees shall not fraternize with inmates or otherwise engage in activities with inmates that could endanger anyone's life, liberty, property, or disrupt detention or court operations.

3.9.8 CONTRACTOR's or subcontractor's employees shall not pass or deliver any item or information to inmates or from one inmate to another inmate, nor accept or provide any gift from an inmate.

3.9.9 All CONTRACTOR's and subcontractor's employees, supplies, equipment utilized by the CONTRACTOR or subcontractor inside any Sheriff's Department detention or court facilities, shall be subject to search and/or inspection by the Sheriff's Department without notice and at any time while inside any Sheriff's Department detention or court facility.

3.9.10 At no time shall electronic devices such as cellular telephones, wireless communication device, cameras, and/or any type of device that records audio, video or any other type of media that can connect to Wi-Fi or internet be allowed inside a detention facility by the CONTRACTOR's or subcontractor's employees unless authorized by a Chief Deputy Sheriff.

3.9.11 The Sheriff's Department reserves the right to terminate facility access to any CONTRACTOR or subcontractor's employee for any reason.

3.9.12 All tools and equipment brought onto the premises of Riverside County Facilities by the CONTRACTOR shall be clearly and permanently marked, by engraving or other indelible means, with the name of the CONTRACTOR and/or its employees. All tools, equipment, parts, and other paraphernalia used by the CONTRACTOR at the Riverside County Facilities shall, at all times, remain in the direct physical possession and control of the CONTRACTOR's employee and are subject to search at any time. Failure to adhere to these requirements, such as leaving a tool in an inmate accessible area, will be considered a breach of security, and will result in actions as deemed necessary by the Sheriff's Department.

3.9.13 If the CONTRACTOR uses a subcontractor, the name and all other applicable information about the subcontractor needs to be provided to the Facility Manager. The subcontractor's personnel must meet the same security criteria as the CONTRACTOR's employees.

3.9.14 By execution of the Agreement, the CONTRACTOR acknowledges that its liabilities under the Agreement are in addition to and separate from any liabilities resulting from actions under civil and/or criminal law.

3.9.15 CONTRACTOR's vehicles entering a secured area of any COUNTY jail is subject to search by staff and/or K9. Additionally, if the CONTRACTOR's vehicle is delivering goods to any COUNTY jail facility, prior to the goods being taken out of the vehicle and prior to the vehicle entering into a secured area of the jail, said vehicle is subject to search by COUNTY Correctional staff and/or K9's. The foregoing requirement also applies to vehicles entering loading dock areas, sally port areas, and perimeter check-in areas.

3.10 Arrival/Departure at Facilities - CONTRACTOR or subcontractor's employees must check-in with the Facility Manager, or his or her designee, upon arrival at the facility prior to beginning any service or work at the facility. CONTRACTOR or subcontractor's employees must check-out with the Facility Manager, or his or her designee, prior to leaving the facility to discuss the work performed and/or pending.

3.11 Cleanup - Upon completion of the work, the CONTRACTOR shall remove all tools, equipment, trash and debris from the premises and leave the premises clean to the satisfaction of the Facility Manager. The CONTRACTOR will not use the COUNTY's dumpsters or trash compactors unless approved by the Facility Manager. In the event the use is not approved, The CONTRACTOR shall lawfully dispose of all trash and debris to an appropriate dumpsite. The CONTRACTOR is required to neatly bundle and secure cables and wires.

3.12 Quality Control - The CONTRACTOR shall prepare a complete written Quality Control Program to assure that all the requirements of the Agreement are met. The Quality Control Program shall include, at a minimum, the following:

3.12.1 An inspection system covering all the services listed in the Service Requirements Section 3.17 and Preventive Maintenance Section 3.18 of Exhibit A. It shall specify each activity to be inspected, frequency of inspection, methods of administration and documentation, and allocation of personnel for quality control

3.12.2 The methods for identifying and correcting deficiencies in the quality of service to prevent the level of performance from being unacceptable.

3.12.3 The CONTRACTOR's Quality Control Program shall become part of the Agreement upon approval by the Department.

3.12.4 The CONTRACTOR shall maintain a file of all inspections conducted by the CONTRACTOR and, when applicable, the corrective action taken. This documentation shall be available to the COUNTY upon request during the term of the Agreement, and shall be turned over to the COUNTY upon termination of the Agreement. This collected data shall become part of a general database used by the CONTRACTOR as a basis for establishing and modifying maintenance procedures.

3.13 Quality Assurance - The COUNTY shall monitor the CONTRACTOR's performance for quality assurance. The COUNTY shall document quality assurance observations. Deviation from performance standards may result in Unsatisfactory Performance Deductions being applied against the COUNTY's payment to the CONTRACTOR. This is a performance based specification, and CONTRACTOR will be subject to deductions for non-performance. The CONTRACTOR is required to provide onsite personnel twenty-four (24) hours per day, 365 days per year. The CONTRACTOR must respond to Work Request requirements as necessary. If CONTRACTOR does not respond as required, COUNTY may seek remedy from other sources. The cost of such alternative sources, plus a 10% penalty fee of the total applicable invoice, shall be deducted from future payments to CONTRACTOR. CONTRACTOR must clearly demonstrate the ability to respond to these requirements

3.13.1 If the COUNTY notes discrepancies from performance standards, a Contract Discrepancy Report (CDR) shall be issued to the CONTRACTOR.

3.13.2 Upon receipt of a CDR, the CONTRACTOR shall respond in writing to the Facility Manager within Two (2) business days acknowledging the reported discrepancy(s) or presenting contrary evidence, and shall identify an action plan, including a timeline, for immediate correction by CONTRACTOR of all identified discrepancies.

3.14 Warranties - The CONTRACTOR shall be approved by the equipment provider to perform work on the installed systems without voiding existing warranties. The CONTRACTOR is responsible for maintaining all manufacturers' warranties for all equipment and components of all security and electronics systems by ensuring that repair work on equipment under warranty is performed by the manufacturer or manufacturer's authorized repair representative. In the event the CONTRACTOR is not an authorized repair representative, the CONTRACTOR is responsible for subcontracting the required work to a manufacturer's authorized repair representative. The cost associated with subcontracting the required work shall be included in this Agreement with no additional cost to the COUNTY. CONTRACTOR will be held responsible for full restitution where their actions invalidate or compromise a warranty.

3.15 Additions/Upgrades

3.15.1 The COUNTY reserves the rights to add, update, modify and improve any system(s) using the CONTRACTOR of its choice. Anytime additions, modifications, improvements of system(s) are updated the CONTRACTOR will be notified in writing. It is the CONTRACTOR's responsibility to evaluate the work within thirty (30) calendar days and notify the COUNTY in writing if there is any problem with the installation or equipment installed. The COUNTY will hold the CONTRACTOR who installed or provided the equipment to provide a one (1) year guarantee/warranty for equipment and installation. At the end of this one (1) year period the maintenance CONTRACTOR will assume responsibility for its maintenance and repair.

3.15.2 The CONTRACTOR may be asked to provide itemized, firm quotes for the cost of additional components on an "as-needed" basis. The CONTRACTOR shall provide a 10% discount off current

list price for all parts. The CONTRACTOR shall provide proof of "current" list price upon request by the COUNTY. All new equipment and replacement parts must be delivered and installed with the standard manufacturer's warranty for labor and materials. As COUNTY funding permits, the CONTRACTOR may be required to implement upgrades at various facilities. As upgrades are authorized, the CONTRACTOR shall submit technical and cost proposals for the specified work. All cost proposals must include itemized costs for labor and material and a detailed description of the scope of work to be performed. The COUNTY will coordinate the CONTRACTOR's participation if work by other contractor's impacts the systems covered by this Agreement. The Agreement will be amended if upgrades or installation of new equipment impacts Agreement scope. All enhancements, equipment replacement, and upgrades must comply with current Federal, State and local codes.

3.16 CONTRACTOR-Furnished Items

3.16.1 The CONTRACTOR shall furnish all necessary labor, supplies, repair parts (like and kind), materials, tools, equipment and transportation required for the safe and proper provision of required services. The CONTRACTOR shall provide all Workers' Compensation insurance and general liability and indemnity insurance as require by Riverside County.

3.16.2 All materials, replacement parts, tools and equipment used by the CONTRACTOR shall be UL-listed or similarly rated by a certified laboratory, where such listing is available and applicable. In addition, all materials and replacement parts shall meet and/or exceed the quality of the replaced component.

3.16.3 The CONTRACTOR shall maintain spare parts in a location suitable to meet the contractual requirements of turnaround time for Critical Repairs of **four (4) hours** and timely repairs of equipment classified as Routine Repairs as outlined in Section 3.17 Service Requirements of this CONTRACT.

3.16.4 The CONTRACTOR shall provide all test equipment required to maintain the equipment at the Riverside County Facilities. No diagnostic documents, software, repair equipment or supplies will be provided by the COUNTY.

3.16.5 All software, passwords, license, logins, source codes, schematics, drawings, documentation, manuals, diagnostic routines and other aids necessary to operate any electronic security systems and perform maintenance under this Agreement, shall be furnished by the CONTRACTOR. Said software, passwords, logins, source codes, schematics, drawings, documentation, manuals, diagnostic and - maintenance logs shall remain at each respective site, and become the property of the COUNTY upon termination of the Agreement. Should it become necessary to obtain any systems software to support any security, fire alarm, closed circuit television and other systems used with the security electronic systems of COUNTY facilities, the CONTRACTOR shall obtain such software at their cost. The CONTRACTOR shall ensure that the COUNTY, as well as the CONTRACTOR, is listed as the owners/licensees of the software. The CONTRACTOR shall use the latest version of any software application used with the security electronic systems.

3.16.6 The COUNTY, as a party to the Agreement; shall not be required to aid in the acquisition of software or documentation necessary to perform under the Agreement for the term of the Contract. In addition, the County will not incur any costs associated with the procurement or housing of CONTRACTOR's Furnished items as identified in this CONTRACT.

3.17 Service Requirements

3.17.1 Creation of Trouble Reports - The CONTRACTOR is required to create and implement an on-line management software system, to be used by the County and the CONTRACTOR. The on-line

management software system will provide the County Employee the ability to create a Trouble Report which will notify the CONTRACTOR. As problems occur, the Trouble Report will be completed by a County employee documenting the nature of the problem. The CONTRACTOR will update the on-line management software system indicating the status of the repairs.

3.17.2 All costs associated with creating, implementing and furnishing the trouble report and on-line management software, shall be at the cost of the CONTRACTOR. The software program used, must be approved by the County and will remain the property of the County at the termination of the contract. The CONTRACTOR shall provide employee training at no cost to the County.

3.17.3 If the CONTRACTOR detects problems during other maintenance activities, the CONTRACTOR shall generate a Trouble Report and update the on-line management software system. These reports will be handled as a normal Trouble Report.

3.17.4 CONTRACTOR Response to Trouble Reports - The CONTRACTOR shall respond to all trouble reports and perform required maintenance in accordance with the procedures specified by this Agreement. In addition, the CONTRACTOR shall respond to any requests for related technical assistance as may be required by the COUNTY.

3.17.5 Priority of Work - All maintenance work shall be scheduled and performed in accordance with two levels of priority: Critical and Routine.

3.17.5.1 Critical problems are those that obstruct or seriously impair security, safety, or facility operations, such as failure of a system control panel. Critical problems shall be repaired in the least possible time, and will require the greatest possible effort from the CONTRACTOR. Repair of critical problems will always take precedence over other repairs and preventive maintenance.

3.17.5.2 Routine problems are any problems covered under the Agreement that are not identified as critical problems.

3.17.6 Response Time - The CONTRACTOR's response to Trouble Reports shall be scheduled and performed in accordance with two levels of priority: Critical and Routine.

3.17.6.1 Critical Problem Response: For repairs that cannot be made remotely, the CONTRACTOR shall respond to the facility in person to commence working on critical problems within **four (4) hours** of notification of the problem. Refer to Attachment # 1 for General Description of a Critical Problem or Incident. The CONTRACTOR shall complete repairs of critical problems within eight hours of the report of the problem to the CONTRACTOR. The CONTRACTOR shall provide such response on a twenty-four (24) hour per day, 365 days per year basis for the duration of the Agreement. Exceptions will be granted for catastrophic conditions beyond the CONTRACTOR's control, such as force majeure, wars, acts of God including but not limited flooding, earthquakes and tornados. The CONTRACTOR shall make every effort to respond as soon as possible during such conditions.

3.17.6.2 Routine Problem Response: The CONTRACTOR shall respond to and commence working on routine problems within one business day of the report of the problem to the CONTRACTOR. Routine problems shall be repaired by the end of the third business day following the report of the problem to the CONTRACTOR.

3.18 Preventive Maintenance

3.18.2 The CONTRACTOR shall provide a comprehensive Preventive Maintenance Program (PMP) that encompasses all system equipment in all sites covered under the terms of the Agreement. The

comprehensive PMP document shall provide a written schedule of equipment upgrades equipment changes and systems modifications necessary to keep and ensure the continual, proper operation of all security and electronic systems as designed. The PMP also needs to include specific recommendations for system modernization, with the specific timelines for the modifications. These system modification costs will be included in the Agreement price. The PMP shall ensure that at least twice yearly all systems components have been inspected, cleaned, tested, and certified by the CONTRACTOR as being fully operational and within the equipment manufacturer's specifications and are operating as designed. Some areas and equipment may require additional inspection, cleaning and other maintenance procedures because of environmental conditions. (E.g., CCTV cameras in outdoor locations).

3.18.3 The CONTRACTOR shall provide a schedule of the preventive maintenance to be performed, by type of equipment at each site, detailing specifically the maintenance and testing procedures that will be performed and the frequency with which the task will be performed. The frequency of the preventive maintenance tasks shall be dictated by the equipment manufacturer's recommendations and shall be adhered to.

3.18.4 The CONTRACTOR shall provide on-site technician(s), appropriately trained to recommended manufacturer's maintenance procedures, and provide any special tools or equipment required for the proper maintenance and testing of the equipment to be serviced.

3.18.5 All defects found during preventive maintenance should be corrected the day the defect is discovered, however, no later than three (3) business days. If the defect cannot be fixed on the day of discovery, the CONTRACTOR's employee shall prepare a written trouble report and give it to the Facility Manager.

3.18.6 As preventive maintenance is performed; the CONTRACTOR shall provide documentation of the work to the Facility Manager the day the work is performed.

3.18.7 It will be appropriate to perform related tasks concurrently, although it is not necessary to perform all tasks of a given cycle at the same time. Within ninety (90) calendar days of being awarded the maintenance Agreement, and within thirty (30) calendar days of July 1st of each subsequent year of the Agreement, the CONTRACTOR shall develop a master preventative maintenance schedule so that maintenance tasks are performed at appropriate cycles, and that work is appropriately spread out over the year. A copy of this master preventative maintenance schedule shall be given to the Department Contract Manager and Facility Managers.

3.18.8 For any covered system or equipment requiring a local uninterrupted power source (UPS), the CONTRACTOR is responsible for inspection, maintenance and battery replacement of the UPS.

3.18.9 The CONTRACTOR is responsible for inspection and for replacement of back-up power batteries for all covered fire alarm systems and panels.

3.19 Additional Services Authorized by the COUNTY - The CONTRACTOR shall also submit rates for additional services. The submitted rates shall include, at a minimum, separate rates for the category of Technician and Software Engineer. No work to be considered additional services shall be undertaken by the CONTRACTOR without specific written authorization from the COUNTY. The rates shall be binding for the duration of the Agreement.

3.20 Equipment Inventory

3.20.1 As previously mentioned in Section 3.16 of Exhibit A, the CONTRACTOR shall furnish all necessary labor, supplies, repair parts, materials, tools, software, license, equipment and transportation required for the safe and proper provision of the required services in this Agreement. The CONTRACTOR shall maintain repair parts in a location suitable to meet the

contractual requirements of turnaround time for repairs. In the event any supplies; repair parts, materials, tools and/or equipment need to be ordered to meet the contractual Agreement, the cost associated with the shipment of the said items will be at the cost of the CONTRACTOR.

3.20.2 In addition, the CONTRACTOR shall maintain accurate and individual facility equipment inventory lists and must provide such lists to each respective facility manager as part of the bimonthly management report. The bimonthly management report is to be provided to each facility manager during the Performance Evaluation Meetings. The COUNTY reserves the right to inspect and inventory the CONTRACTOR's inventory annually.

3.21 Record Keeping and Ownership of Records

The CONTRACTOR shall maintain records that provide complete and detailed information of all maintenance procedures, including preventive maintenance, corrective maintenance, Trouble Report execution, and quality control.

3.21.1 The information shall include thorough technical details of all repairs, replacements, upgrades, substitutions, and modifications. It shall also include hours expended and parts replaced, listed separately for each task, and parts added to, taken from, and repairs made to items of the spare parts inventory. The records shall be the property of the COUNTY. At least one complete copy of all records, submitted by the CONTRACTOR, shall be stored by the CONTRACTOR at the respective Riverside County Facilities. The copy shall be made available to the COUNTY upon request at any time during the Agreement, and shall be turned over to the COUNTY at the termination of the Agreement.

3.21.2 The information shall be provided in EXCEL format with completed Work Orders/Trouble Reports attached and/or provided and available electronically for report verification. The CONTRACTOR shall assist with interpretation of information it has submitted.

3.21.3 As part of the record keeping, the CONTRACTOR shall maintain accuracy and completeness of all documents of record, including the drawings of record ("as-builts"), and the Operations & Maintenance Manuals ("O&Ms"). The records shall be the property of the COUNTY. At least one complete copy of all records submitted by the CONTRACTOR shall be stored by the CONTRACTOR at the respective Riverside County Facilities. The copy shall be made available to the COUNTY upon request at any time during the Agreement, and shall be relinquished to the COUNTY at the termination of the Agreement.

3.22 Quality Assurance Plan

3.22.1 The COUNTY will evaluate the CONTRACTOR's performance under the Agreement using procedures specified herein, or other such procedures as may be necessary to ascertain Agreement compliance. The objective of the Quality Assurance Evaluator (QAE) is to ensure Agreement compliance. Compliance with the Agreement will be rated bimonthly, and inspections will be conducted by the QAE on both a scheduled and unscheduled basis at the discretion of the QAE.

3.22.2 Performance Requirements - CONTRACTOR shall be responsible for the compliance of all required services detailed in the Agreement at the interval indicated. The Performance Requirements Summary (PRS) lists the required services which will be monitored by the COUNTY during the Agreement term; methods by which the COUNTY will monitor and evaluate CONTRACTOR performance; and payment adjustments which will be used, if the quality levels of performance are not met.

3.22.3 Monitoring Methods - Every other month, or more frequently as determined by the Department, CONTRACTOR's performance shall be compared to the Agreement specifications, exhibits, and attachments. The Quality Assurance Evaluator will:

3.22.3.1 Make regular facility inspections. Verify completion of preventive and unscheduled maintenance forms.

3.22.3.2 Prepare reports that identify any major/minor deficiencies, strengths, and weaknesses of CONTRACTOR's operation.

3.22.4 The COUNTY and/or the Department may use a variety of inspection methods to evaluate CONTRACTOR performance. Monitoring methods that may be used are:

3.22.4.1 Inspection of services on a periodic basis.

3.22.4.2 Review of inspection logs, reports, or other records

3.22.4.3 Surveys of jail personnel

3.22.4.4 Yearly Quality Assurance Evaluation

3.23 Performance Evaluation Meetings

3.23.1 The Department's Contract Manager, Facility Managers and the CONTRACTOR shall meet on a weekly basis during the first month of the Agreement, and afterwards, the Facility Manager and CONTRACTOR shall meet bimonthly thereafter to discuss CONTRACTOR performance. The CONTRACTOR may have a designee attend the meetings, but the designee must be approved by the COUNTY. A performance evaluation meeting will also occur whenever a Contract Discrepancy Report is issued. A written record of the meetings shall be prepared by the COUNTY and a copy given to the CONTRACTOR. The bimonthly status report shall be provided two weeks prior to the meeting and will include, but not be limited to the following items:

3.23.1.1 Preventative maintenance performed for the current reporting period and explanation of any variances.

3.23.1.2 Corrective maintenance reported and completed for the current reporting period and explanation of any variances

3.23.1.2.a This needs to include all completed and pending Trouble Reports and must detail how they were resolved or how the CONTRACTOR intends to resolve them.

3.23.1.3 Preventative maintenance scheduled for the next reporting period

3.23.1.4 List of equipment needing further inspection, service or replacement. Include reason for further inspection, service or replacement and describe replacement equipment (make and model) and estimate unit cost.

3.23.1.5 Problems occurring

3.23.1.6 Problems resolved

3.23.1.7 Status of on- going projects and issues

3.23.1.8 Staffing issues

3.23.1.9 Updated equipment inventory lists, if any changes were made since the last meeting.

3.23.2 The CONTRACTOR must provide the Department Contract Manager an annual report that is a summary of the aggregated bimonthly management reports. The CONTRACTOR must meet with the Department Contract Manager when the report is presented to resolve any issues or service concerns from the previous year. This annual report must be provided no later than January 31st each year until the termination of the Agreement.

3.24 Administrative Functions

3.24.1 The CONTRACTOR shall perform the following administrative requirements as part of its maintenance work under the Agreement:

3.24.1.1 Prepare and submit all required reports, logs, trouble reports, work orders, invoices and other such records, etc.

3.24.1.2 Maintain required files, logs, Trouble Reports, work orders, records, reports, billing invoices and billing reports, etc.

3.24.1.3 Promptly respond to service requests.

3.24.1.4 Attend required meetings.

3.24.1.5 Employ competent staff and supervisors

3.24.2 These administrative responsibilities will be monitored by the QAE who will evaluate and report on the timeliness, accuracy, and overall professional quality of the CONTRACTOR's performance of these functions.

3.24.3 A Contract Discrepancy Report will be issued by the QAE or designee identifying deficiencies, and requiring the CONTRACTOR to take corrective action, if CONTRACTOR's performance is not consistent with Agreement requirements or in any way adversely affecting the operations of the facilities. The CONTRACTOR shall be required to respond to the Contract Discrepancy Report within five (5) business days with an explanation to the QAE on how and when the problem(s) will be corrected, and how recurrence of the problem(s) will be prevented in the future.

3.25 Deduction Criteria

3.25.1 The CONTRACTOR is responsible for performance of all Agreement requirements. Deviation exceeding the allowable limits stated in the Performance Requirements Summary shall be considered as non-compliance. Adjustments assessed for non-compliance shall be automatically applied as stated in the Performance Requirements Summary (PRS). The Facility Manager may waive any deduction penalty if, in his/her sole opinion, extenuating circumstances warrant doing so.

3.25.2 Failure by the CONTRACTOR to meet the preventative maintenance requirements of the Agreement will result in monetary deductions applied against the COUNTY's monthly payment to the CONTRACTOR. For each documented deviation exceeding the allowable limits, the following deductions apply:

3.25.2.1 Failure of the CONTRACTOR to create and provide the COUNTY a comprehensive master preventative maintenance schedule within ninety (90) calendar days from the start of the Agreement period, and within thirty (30) calendar days of July 1st of each subsequent year of the Agreement will result in an initial \$1,000.00 monetary deduction and \$500.00 each month thereafter until corrected. Note- This penalty is applied for each facility.

3.25.2.2 Documented instance of the CONTRACTOR's failure to perform preventative maintenance on all system components at six month intervals or as recommended by the manufacturer, whichever is less will result in an initial 10% monetary deduction of respective facility payment and 10% of monthly payment thereafter until corrected. Note- This penalty is applied for each facility where documented instances exist.

3.25.3 While the COUNTY expects the CONTRACTOR to fully comply with the requirements of this Agreement, failure to do so will result in non-performance penalties. If in the opinion of the COUNTY there are excessive failures to perform, the COUNTY may exercise its right to terminate this Agreement for non-performance. By execution of the Agreement, the CONTRACTOR agrees that Deduction Criteria are in addition to any penalties, fines, or awards resulting from civil or criminal action against the CONTRACTOR or its employees.

**ATTACHMENT 1
PERFORMANCE REQUIREMENTS SUMMARY**

Acceptable Quality Level – Performance Requirements Summary

Required Services	Standard Performance Indicator	Methods of Monitoring	Allowable Deviation	Deduction From Contract Price
Competent staff maintained by Contractor	Contractor staff is capable of performing work requirements; Read, write, speak and understand English and maintain background eligibility requirements for entry in custody facility	-Inspection of Contractor's Employment Records Verbal and written interaction with Contractor Employees- Criminal history checks	100% compliance required	Contractor shall replace incompetent or ineligible personnel
Contractor Employees must comply with facility regulations	Absence of staff complaints regarding security of safety infractions	Review of memos/complaints	100% compliance Required	\$1,000.00 per incident which causes a breach of security and Contractor to replace employee if major or repeated offenses occur
Contractor must comply with Security Requirements Listed under Section 3.9 of Exhibit A	Absence of documented evidence of non-compliance	Review of memos/complaints /security checks	100% compliance required	\$5,000.00 per incident and Contractor to replace employee
Preventative maintenance to be done regularly and on schedule	Preventative maintenance program is in accordance with Section 3.18 Exhibit A	-Inspection -Review of Contractor -Review of Records	100% compliance required	Refer to Section 3.18 of Exhibit A.
Critical problems to be repaired as required by agreement.	Critical problems must be repaired within eight hours of report to the Contractor in accordance with section 3.17 of Exhibit A.	Review of trouble reports	100% Compliance required, County may waive if extenuating circumstances exist	\$1,000.00 per day, Per item. County May waive if extenuating circumstances exist
Routine problems to be repaired as required by agreement	Routine problems must be repaired within three business days of report to the Contractor in accordance with Section 3.17 of Exhibit A.	Review of trouble reports	100% compliance required	\$500.00 per day, per Item. County may waive if extenuating circumstances exist

<p>Performance Evaluation Meetings, Bimonthly Management Reports, and Accurate Equipment Inventory List</p>	<p>Contractor/designee must attend all required meetings and ensure all required documents/reports are complete, accurate and submitted to the Facility Manager and the Department Project Manager., as required and outlined section 3.23 of Exhibit A.</p>	<p>Review of submitted records, documents, and reports -Review of inventory lists/inspections of inventory- Review of meeting minutes.</p>	<p>100% compliance required</p>	<p>\$1,000.00 per month, per facility. County may waive if extenuating circumstances exist.</p>
<p>Equipment Replacement and Repair</p>	<p>Replacement of defective non-operational equipment</p>	<p>Inspection Review of trouble reports</p>	<p>100%</p>	<p>\$500.00 per day, per Item. County may waive if extenuating circumstances exist</p>

ATTACHMENT 2
GENERAL DESCRIPTION OF A CRITICAL PROBLEM OR INCIDENT

1.0 **PURPOSE:** This description is to provide familiarization of a critical problem or incident within the custody environment to CONTRACTOR. The mission of a jail or custody facility is to provide a secure and compartmentalized environment for persons who have been detained and/or ordered by a competent authority to be housed in a jail or detection facility. By its very nature a jail is an inhospitable location. A custody facility requires full time security for both inmates and staff. Such facilities must be operated in such a manner that facility safety and integrity is maintained at all times. Therefore, certain operations of a jail or detection facility are considered critical and if there is an intrusion to the normal operation that event must be corrected immediately. An event that effects the orderly operation is considered a critical problem or event.

2.0 **CRITICAL PROBLEM / EVENT:** A critical problem is an event that can compromise the immediate security and safety of a detention facility. Critical problems are those that obstruct or seriously impair security, safety or facility operations. For example, failure of control of sally port doors or gates. Critical problems shall be repaired immediately and will require the greatest possible efforts from the CONTRACTOR. Critical problems will always require immediate response by the CONTRACTOR, including occurrences during non-regular hours. The Agreement shall maintain a staff for twenty-four (24)-hour call to respond to critical problems and/or events 365 days per year.

3.0 In the event of a Critical Problem/ Event, the CONTRACTOR will be notified in a first response capacity to determine the nature of the system(s) failure. The CONTRACTOR's evaluation of the problem will determine whether the repairs are within the CONTRACTOR's scope of responsibility, or part of Facilities Management maintenance staff responsibility. After hours' response will initially go to the CONTRACTOR. Calls during regular business hours may be coordinated between the CONTRACTOR and Facilities Management.

4.0 Examples of critical problems include but are not limited to:

- a. Camera failure in critical areas. Such as entry or exit doors, intake areas of the facility.
- b. Central Control panel failure.
- c. Fire Emergency / Alarm system activation and staff unable to abort.
- d. Electronic failure of a system in a critical area of the facility.
- e. Elevator failure in critical area of the facility.
- f. Elevator stuck between floors.
- g. A jail emergency in which the need of electronic expertise is necessary as determined by the on-site facility manager. Such as an earthquake, fire or other such non-routine event.
- h. Power outages (scheduled or unforeseen)

**ATTACHMENT 3
MAINTENANCE/SERVICE LOCATION**

The CONTRACTOR shall service all/each of the facilities below:

Blythe Jail (BLJ)
260 North Spring Street
Blythe, CA 92225
Beds: 115

John J. Benoit Detention Center (JBDC)
82675 St. Hwy. 111
Indio, CA 92201
Beds: 1626

Robert Presley Detention Center (RPDC)
4000 Orange Street
Riverside, CA 92501
Beds: 814

Larry D. Smith Correctional Facility (SCF)
1627 South Hargrave Street
Banning, CA 92220
Beds: 1520

Cois M. Byrd Detention Center (CBDC)
30755-B Auld Road
Murrieta, CA 92563
Beds: 1111

**ATTACHMENT 4
PAYMENT PROVISIONS**

CONTRACTOR shall be paid, the following fixed prices, to provide full maintenance in strict accordance with the agreement terms in this contract for a period of five (5) years, with an option to renew in two (2) one-year increments for a maximum total of seven (7) years.

Maintenance Cost: Robert Presley Detention Center (RPDC)		
	Monthly Maintenance Fee	Annual Maintenance Fee
Year One	\$29,250.00	\$351,000.00
Year two	\$29,250.00	\$351,000.00
Year Three	\$30,154.64	\$361,855.67
Year Four	\$30,154.64	\$361,855.67
Year Five	\$30,154.64	\$361,855.67

Maintenance Cost: Cois M. Byrd Detention Center (CBDC)		
	Monthly Maintenance Fee	Annual Maintenance Fee
Year One	\$24,270.00	\$291,240.00
Year two	\$24,270.00	\$291,240.00
Year Three	\$25,020.62	\$300,247.42
Year Four	\$25,020.62	\$300,247.42
Year Five	\$25,020.62	\$300,247.42

Maintenance Cost: Larry Smith Correctional Facility (SCF)		
	Monthly Maintenance Fee	Annual Maintenance Fee
Year One	\$25,515.67	\$306,188.04
Year two	\$25,515.67	\$306,188.04
Year Three	\$26,304.81	\$315,657.77
Year Four	\$26,304.81	\$315,657.77
Year Five	\$26,304.81	\$315,657.77

Maintenance Cost: Larry Smith Correctional Facility (CCMU/RASP)		
	Monthly Maintenance Fee	Annual Maintenance Fee
Year One	\$1,082.00	\$12,984.00
Year two	\$1,082.00	\$12,984.00
Year Three	\$1,115.46	\$13,385.57
Year Four	\$1,115.46	\$13,385.57
Year Five	\$1,115.46	\$13,385.57

Maintenance Cost: Larry Smith Correctional Facility (SITE B)		
	Monthly Maintenance Fee	Annual Maintenance Fee
Year One	\$6,494.00	\$77,928.00
Year two	\$6,494.00	\$77,928.00
Year Three	\$6,694.85	\$80,338.14
Year Four	\$6,694.85	\$80,338.14
Year Five	\$6,694.85	\$80,338.14

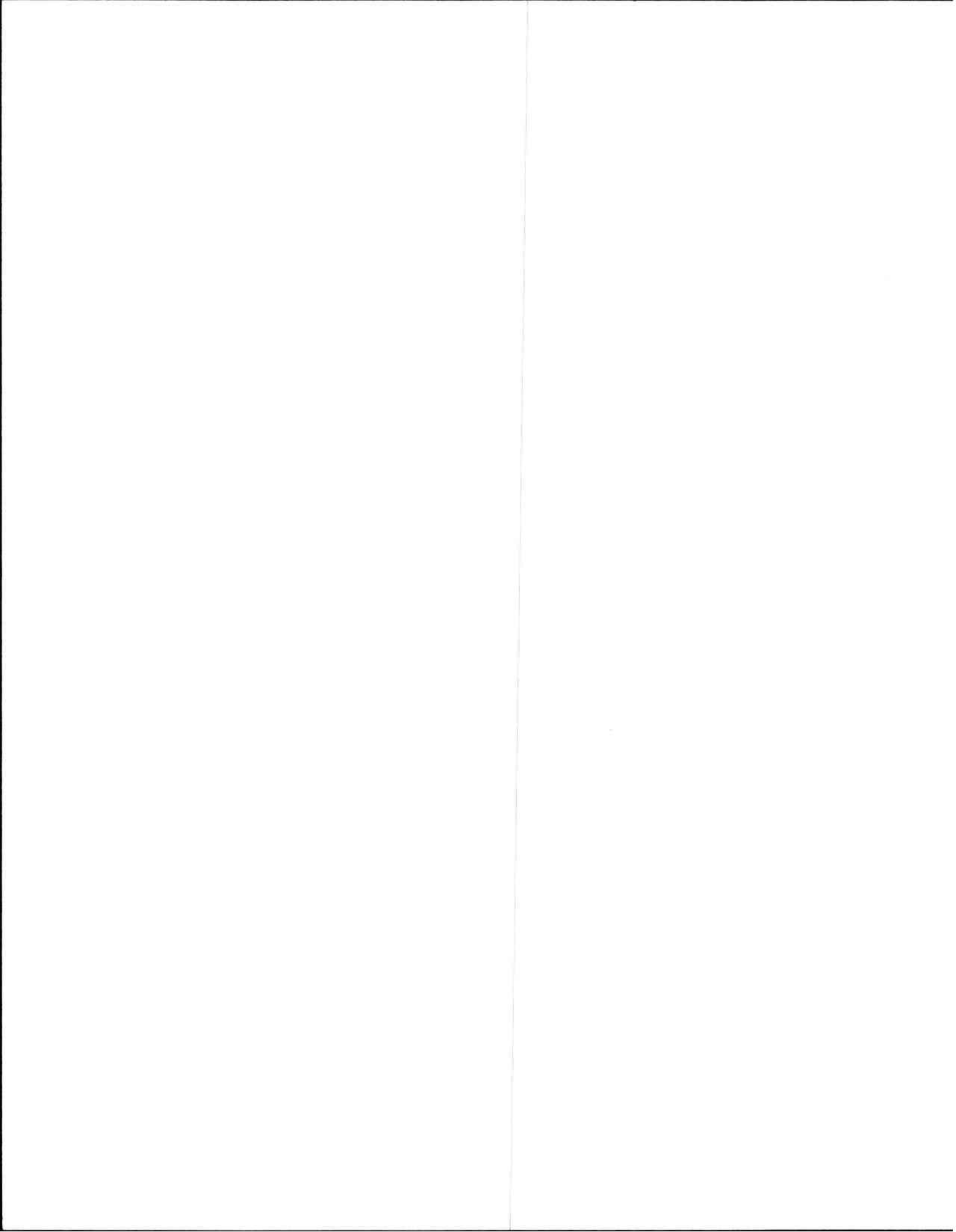
Maintenance Cost: John J. Benoit Detention Center (JBDC)		
	Monthly Maintenance Fee	Annual Maintenance Fee
Year One	\$33,870.00	\$406,440.00
Year two	\$33,870.00	\$406,440.00
Year Three	\$34,917.53	\$419,010.31
Year Four	\$34,917.53	\$419,010.31
Year Five	\$34,917.53	\$419,010.31

Maintenance Cost: Blythe Jail (BLYJ)		
	Monthly Maintenance Fee	Annual Maintenance Fee
Year One	\$4,912.83	\$58,953.96
Year two	\$4,912.83	\$58,953.96
Year Three	\$5,064.77	\$60,777.28
Year Four	\$5,064.77	\$60,777.28
Year Five	\$5,064.77	\$60,777.28

Maintenance Cost Summary: All Riverside County Jails		
	Monthly Maintenance Fee	Annual Maintenance Fee
Year One	\$125,394.50	\$1,504,734.00
Year two	\$125,394.50	\$1,504,734.00
Year Three	\$129,272.68	\$1,551,272.16
Year Four	\$129,272.68	\$1,551,272.16
Year Five	\$129,272.68	\$1,551,272.16
Total Contract		\$7,663,284.49

Fire/Life Safety Test & Inspection Cost: Robert Presley Detention Center (RPDC)	
Fire Alarm System Subcontractor: HCI Systems Inc. Stat Contractors License. C-10, C-16 #905493	
	Biennial Maintenance Fee
Year One	\$20,415.00
Year two	N/A
Year Three	\$21,046.39
Year Four	N/A
Year Five	\$21,697.31

Fire/Life Safety Test & Inspection Cost: Cois M. Byrd Detention Center (CBDC)	
Fire Alarm System Subcontractor: HCI Systems Inc. Stat Contractors License. C-10, C-16 #905493	
	Biennial Maintenance Fee
Year One	\$27,220.00
Year two	N/A
Year Three	\$28,061.86
Year Four	N/A
Year Five	\$28,929.75



Fire/Life Safety Test & Inspection Cost: Larry D. Smith Correctional Facility (ALL)	
Fire Alarm System Subcontractor: HCI Systems Inc. Stat Contractors License. C-10, C-16 #905493	
	Biennial Maintenance Fee
Year One	\$45,875.00
Year two	N/A
Year Three	\$47,293.81
Year Four	N/A
Year Five	\$48,756.51

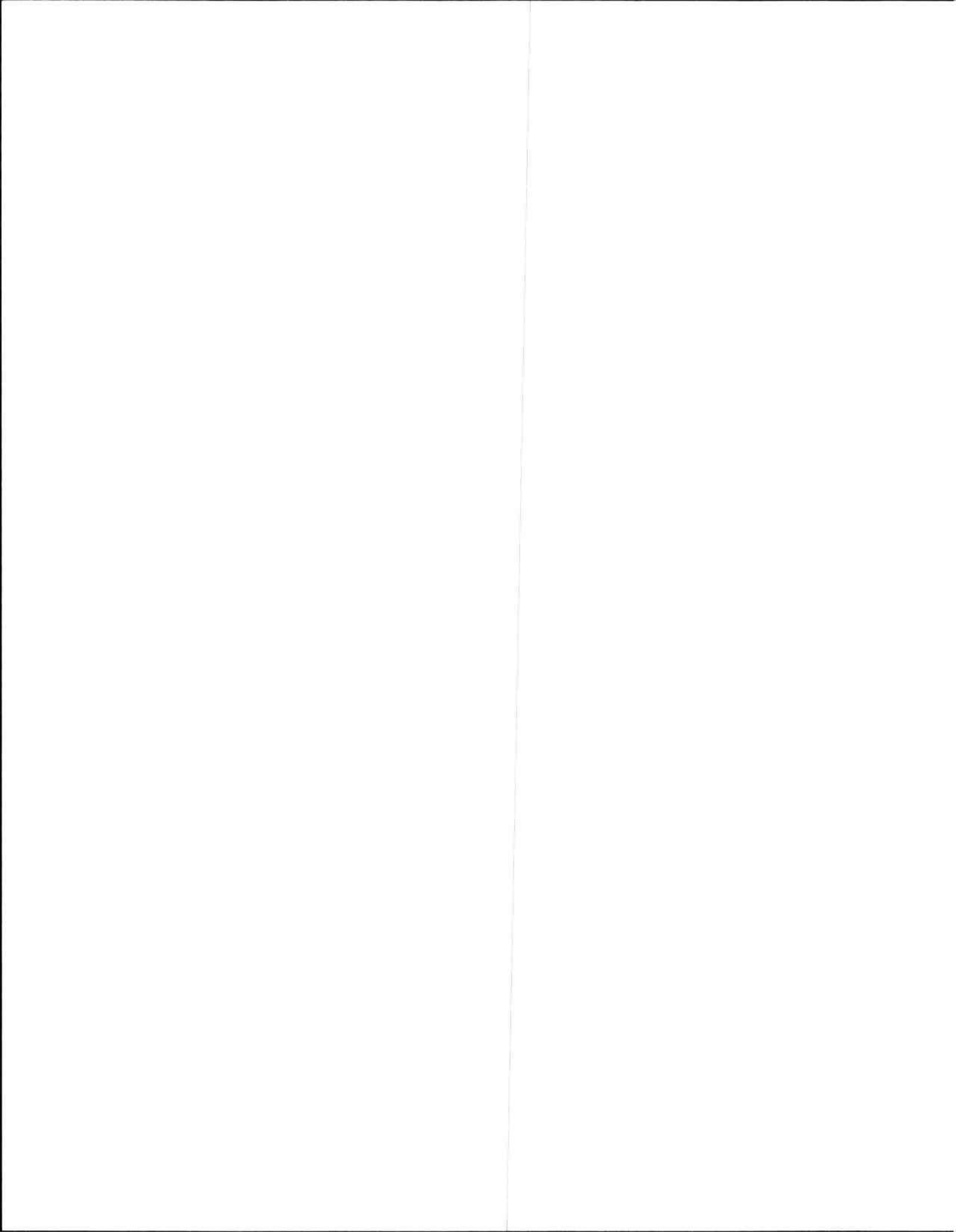
Fire/Life Safety Test & Inspection Cost: John J. Benoit Detention Center (JBDC)	
Fire Alarm System Subcontractor: HCI Systems Inc. Stat Contractors License. C-10, C-16 #905493	
	Biennial Maintenance Fee
Year One	\$57,735.00
Year two	N/A
Year Three	\$59,520.62
Year Four	N/A
Year Five	\$61,361.46

Fire/Life Safety Test & Inspection Cost: Blythe Jail (BLYJ)	
Fire Alarm System Subcontractor: HCI Systems Inc. Stat Contractors License. C-10, C-16 #905493	
	Biennial Maintenance Fee
Year One	\$6,175.00
Year two	N/A
Year Three	\$6,365.98
Year Four	N/A
Year Five	\$6,562.87

Fire/Life Safety Test & Inspection Cost: All Riverside County Jails	
Fire Alarm System Subcontractor: HCI Systems Inc. Stat Contractors License. C-10, C-16 #905493	
	Biennial Maintenance Fee
Year One	\$157,420.00
Year two	N/A
Year Three	\$162,288.66
Year Four	N/A
Year Five	\$167,307.90
Total	\$487,016.56

CONTRACTOR's staffing cost for work not covered under the scope of this contract will be billed at the below rates. Equipment that is damaged due to negligence by the County will be billed as follows: 1) County shall pay for the cost to replace the equipment, if required, 2) County shall pay for CONTRACTOR'S rate after normal business, only if the work cannot be done during normal business hours. These costs shall include, but will not be limited to: travel costs, fuel surcharges, vehicle costs, and other related cost. Normal business hours are Monday through Friday 8:00 am to 5:00 pm, excluding holidays. Due to the fact the scope of work requires fulltime personnel dedicated to this contract, additional work for minor repairs not covered under the contract, performed during regular business hours, shall not incur additional staff costs.

Staffing Cost: All Riverside County Jails			
Contractor shall list any staffing that may be used in performance of the contract	Hourly rate after normal business hours	Hourly rate weekend	Hourly rate holidays
Project Executive	Day: \$127.63 / Night: \$191.45	\$191.45	\$255.26
Project Manager	Day: \$107.91 / Night: \$161.87	\$161.87	\$215.82
Programmer / Software Developer	Day: \$139.46 / Night: \$209.19	\$209.19	\$278.92
Project Engineer	Day: \$102.97 / Night: \$154.46	\$154.46	\$205.94
Cad / Draftsman	Day: \$67.16 / Night: \$100.74	\$100.74	\$134.32
Project General Superintendent	Day: \$102.50 / Night: \$153.75	\$153.75	\$205.00
Project Superintendent	Day: \$130.68 / Night: \$183.05	\$244.07	\$244.07
Low Voltage Tech	Day: \$96.86 / Night: \$145.29	\$145.29	\$193.72
Line Voltage Tech	Day: \$108.86 / Night: \$163.29	\$163.29	\$217.72
Locksmith	Day: \$125.02 / Night: \$187.53	\$187.53	\$250.04
Apprentice All Trades	Day: \$68.87 / Night: \$103.31	\$103.31	\$137.74
Electronics Shop Technician	Day: \$56.25 / Night: \$84.38	\$84.38	\$112.50



ATTACHMENT 5**COUNTY OBSERVED HOLIDAYS**

(Per County Ordinance 358.8)

HOLIDAY	DAY OBSERVED
* New Year's Day	January 1
Martin Luther King Jr's Birthday	Third Monday in January
Lincoln's Birthday	Second Tuesday in February
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans' Day	November 12
*Thanksgiving Day	Fourth Thursday in November
* Following Thanksgiving	Friday following the fourth Thursday in November
*Christmas Day	December 25

*** Note:**

- Thanksgiving Day, which shall be the fourth Thursday in November unless otherwise appointed.
- Friday following Thanksgiving Day.
- December 24 and 31 when they fall on Monday.
- December 26 and January 2, when they fall on Friday.
- Friday preceding January 1, February 12, July 4, November 11 or December 25, when such date falls on Saturday, the Monday following such date when such date falls on a Sunday.

**ATTACHMENT 6
EQUIPMENT INVENTORY LIST**

(Purposely Omitted)

(Classified)

(Vendor Copy Only)