

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



ITEM: 3.48
(ID # 29216)

MEETING DATE:
Tuesday, November 18, 2025

FROM : SHERIFF-CORONER-PA

SUBJECT: SHERIFF-CORONER-PA: Approve the Purchase Agreement with OD Security North America LLC for one-time purchase of 13 Full Body Security Scanners for \$1,837,875 including delivery, setup, training, and preventative maintenance for five (5) years through September 30, 2030. All Districts. [Total Cost \$1,837,875 plus up to \$100,000 in as-needed additional options; 100% Booking Fee Recovery Fund]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Purchase Agreement with OD Security North America, LLC for one-time purchase of 13 Full Body Security Scanners for \$1,837,875 including delivery, setup, training, and preventative maintenance for five (5) years through September 30, 2030;
2. Authorize the Purchasing Agent, in accordance with Ordinance 459, based on the availability of fiscal funding and as approved to form by County Counsel to: (a) sign amendments that exercise the options of the Purchase Agreement, including modifications of the statement of work, and (b) sign amendments to the compensation provisions that do not exceed \$100,000 in as-needed additional compensation;
3. Authorize the Chair of the Board to sign three (3) copies of the Purchase Agreement and direct the Clerk to retain one copy each and return two copies of each Purchase Agreement to the Sheriff's Office for distribution; and
4. Authorize the Purchasing Agent to issue Purchase Orders pursuant to the Purchase Agreement for goods and/or services that do not exceed the total BOS approved amount.


ACTION:Policy


Herman Lopez, CHF DEP SHERIFF B 11/10/2025

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Medina, Spiegel, Washington, Perez, and Gutierrez
Nays: None
Absent: None
Date: November 18, 2025
xc: Sheriff

Kimberly A. Rector
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	\$ 1,837,875	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 1,837,875	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% Booking Fee Recovery Fund			Budget Adjustment:	No
			For Fiscal Year:	25/26-29/30

C.E.O. RECOMMENDATION: Approve

BR: 25-023

Prev. Agn. Ref.: N/A

BACKGROUND:

Summary

The Riverside County Sheriff's Office (RSO) operates five correctional facilities that collectively book over 5,000 incarcerated persons per month and house approximately 3,900 incarcerated persons daily. Due to the high volume of individuals processed and housed, RSO is requesting Board approval to purchase thirteen (13) Soter RS Full Body Security Scanning Systems, bi-annual preventative maintenance and annual recalibration for use at each correctional facility. The Soter RS Full Body Security Scanning Systems are non-invasive, low-dose X-ray scanners designed specifically for correctional environments to detect contraband hidden both on and inside an individual's body. This includes non-metallic objects such as narcotics, cell phones, weapons and other items that are commonly missed by traditional search methods.

With the increase in incidents involving contraband, including narcotics and improvised weapons, these incidents pose significant safety risks to custody staff, incarcerated individuals, and medical personnel, and often result in costly emergency responses, hospitalizations, and facility lockdowns.

The Soter RS scanning system offers a proven solution that enhances facility safety by significantly increasing contraband detection rates. The system produces detailed body scans within seconds, reducing the need for intrusive manual searches while increasing efficiency and custody staff safety. It has been successfully deployed in numerous U.S. correctional facilities and is in compliance with applicable health and radiation safety standards, including those set by the FDA and ANSI/HPS.

Funding for this purchase will be provided through the Booking Recovery Fund, with no additional Net County Cost required. Training and ongoing maintenance are included in the purchase agreement and will be managed within RSO.

Impact on Residents and Businesses

The Soter RS Full Body Security Scanning Systems will have a positive indirect impact by enhancing safety and security within the correctional facilities. Reducing the introduction of contraband into the facility minimizes incidents of in-custody violence, overdoses and medical emergencies, all of which require significant public resources and staff time to address.

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

Contract History and Price Reasonableness

The Purchasing Department on behalf of RSO issued Request for Proposal (RFP) #SHARC-604 on May 13, 2025 seeking proposals from qualified bidders to provide up to 14 state-of-the-art Full Body Security Scanners including delivery, setup, training, ongoing warranty, maintenance, and repair services. The solicitation was sent directly to three (3) potential bidders and advertised publicly on the Purchasing website and PublicPurchase.com. Three (3) responses to the solicitation were received. Costs ranged from \$1,837,875 to \$2,996,247.

After careful evaluation and consideration of all aspects of the proposals, and prior demonstrations by all three bidders, the County evaluation committee recommend the award to OD Security North America, LLC as the lowest most responsive highest scoring bidder. OD Security was the only bidder to include delivery, setup, training, AI software license, and additional four-year warranty, saving the County over \$200,000 over the next lowest bidder.

ATTACHMENTS:

Attachment A Purchase Agreement for Full Body Security Scanners with OD Security North America LLC - 3 copies

 _____ Melissa Curtis, Deputy Director of Purchasing and Fleet	11/6/2025	 _____ Rebecca S Cortez, Principal Management Analyst	11/10/2025
---	-----------	---	------------

 _____ Aaron Gettis, Chief of Deputy County Counsel	11/7/2025
--	-----------

PURCHASE AGREEMENT
for
FULL BODY SECURITY SCANNERS
between
COUNTY OF RIVERSIDE
and
OD SECURITY NORTH AMERICA LLC



TABLE OF CONTENTS

<u>SECTION HEADING</u>	<u>PAGE NUMBER</u>
1. Description of Services.....	3
2. Period of Performance.....	3
3. Compensation.....	3
4. Alteration or Changes to the Agreement	5
5. Termination	5
6. Ownership/Use of Contract Materials and Products	6
7. Conduct of Contractor	7
8. Inspection of Service: Quality Control/Assurance	7
9. Independent Contractor/Employment Eligibility	8
10. Subcontract for Work or Services	9
11. Disputes	9
12. Licensing and Permits	10
13. Use by Other Political Entities	10
14. Non-Discrimination	10
15. Records and Documents	10
16. Confidentiality	11
17. Administration/Contract Liaison.....	11
18. Notices.....	11
19. Force Majeure.....	12
20. EDD Reporting Requirements.....	12
21. Hold Harmless/Indemnification	12
22. Insurance	13
23. General	16
Signature Page.....	18
Exhibit A-Scope of Work.....	19
Exhibit B-Payment Provisions	23

This Agreement is made and entered into by and between **OD Security North America LLC, a California limited liability company**, (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, on behalf of its Riverside County Sheriff's Office (herein referred to as "COUNTY"). COUNTY and CONTRACTOR are collectively referred to herein as the "Parties", and individually as the "Party". The Parties agree as follows:

1. Description of Services

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

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

1.3 CONTRACTOR affirms 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 Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

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

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both Parties and continues in effect through **September 30, 2030**, unless terminated earlier. The COUNTY has the option to extend the term of the Agreement for up to an additional **five (5) years** by way of written amendment signed by both Parties.

2.2 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. **Access to any software as a service including maintenance, support, full software functionality, and any software consulting services in accordance with the scope of work shall not be cancelled or restricted at any time until termination in accordance with this agreement.**

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed **the order and ongoing maintenance costs** in Exhibit B,

including all expenses. **Any costs or fees beyond those listed in Exhibit B must be approved in advance by the COUNTY in writing.** The COUNTY is not responsible for any **unauthorized** fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement. All price decreases (for example, if CONTRACTOR offers lower prices **for the same services** to another **similar** governmental entity of **similar volume or size**) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the **percentage change in Consumer Price Index- All Urban Consumers, All Items - Riverside-San Bernardino-Ontario, CA for the immediately preceding twelve (12) month period January through December** and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

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

Email: CorrectionsAcctg@riversidesheriff.org

**or Mail: Riverside County Sheriff's Office
Attn: Accounts Payable
4095 Lemon Street, Third Floor
Riverside, CA 92501**

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (**SHARC-68044-001-09/30**); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears, unless otherwise stated in Exhibit B.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not

allowed to pay excess interest and late charges, per Government Code, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his or her designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement.

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

5. Termination

5.1. COUNTY may terminate this Agreement without cause by giving the CONTRACTOR thirty (30) days' written notice 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 **take steps to** 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 **or service** of the notice of termination, CONTRACTOR shall:

- (a) Continue with the work in good faith until the date specified in the notice of termination and then stop all work under the Agreement; 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 If notice of termination includes a transition close-out period, CONTRACTOR shall:

- (a) **Continue delivering services in all geographic areas currently served in Riverside County until notified otherwise; and**

- (b) **Assist COUNTY in the orderly transition and transfer of all collaborations and committees to the COUNTY and subsequent Contractor(s); and**
- (c) **Provide, in a timely manner, all files and information deemed necessary by the COUNTY for use in subsequent contracting activities without additional cost to the COUNTY or the new Contractor(s); and**
- (d) **Cooperate with the COUNTY during a transition close-out period to ensure orderly and seamless delivery of services.**

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

5.6 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.

5.7 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 (ORCA), and Excluded Parties List 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.

5.8 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 Deliverables

The CONTRACTOR agrees that all items tangible or intangible produced by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement and in performance of the services specified in Exhibit A ("Deliverables") shall be the sole property of the COUNTY. The Deliverables exclude pre-existing CONTRACTOR intellectual property. The Deliverables may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limited to, duplication and/or distribution within the COUNTY or to third parties, **except where prohibited by law**. CONTRACTOR agrees not to release or circulate in whole or part such Deliverables without prior written authorization of the COUNTY.

7. **Conduct of Contractor**

7.1 The CONTRACTOR covenants that it presently has no interest (**i.e. benefit or advantage**), 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 **materially** 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. If CONTRACTOR fails to promptly remedy a material defect or to take the necessary action to ensure future performance in conformity with the terms of the Agreement, the COUNTY may terminate this Agreement for default and charge to CONTRACTOR 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 Individuals, for the period prescribed by the law. "Covered Individuals" are CONTRACTOR's employees performing work under this Agreement.

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 **or if CONTRACTOR otherwise performed such screening on same Covered Individuals within the past twelve (12) months.** Covered Individuals shall be required to disclose to

CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

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

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

10. Subcontract for Work or Services

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

11. Disputes

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

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

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to, California Penal Code section 11102.1, and any applicable provisions of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use by Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit. **CONTRACTOR shall consider additional volume discounts for eligible entities who contract with CONTRACTOR under the terms and conditions of this Agreement.** 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 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. 12101 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by COUNTY, 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 **in the event COUNTY is subject to an audit due to its source of funds.** CONTRACTOR shall provide to the COUNTY, **or any duly authorized Federal or State agency**, reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term “privileged or confidential information” includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

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

17. Administration/Contract Liaison

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

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective Parties at the addresses set forth below and are deemed submitted **when email enters the recipient’s mail server as recorded by the sender’s system, or** two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Email: correctionsacctg@riversidesheriff.org

Riverside County Sheriff’s Office
Attn: Sheriff’s Purchasing
4095 Lemon Street, Third Floor
Riverside, CA 92501

CONTRACTOR

Email: john.shannon@ODSecurityNA.com

OD Security North America LLC
Attn: John Shannon
501 Graham Road
College Station, TX 77845

19. Force Majeure

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

20. EDD Reporting Requirements

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

21. Hold Harmless/Indemnification

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

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at its sole cost, have the right to use counsel of its 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's indemnification to Indemnitees as set forth herein.

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

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

21.5 In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the Indemnitees to the fullest extent allowed by law.

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 coverages 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 are 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. Cyber Liability: CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to person or damages to property, which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, its agents, representatives, or employees. CONTRACTOR shall procure and maintain for the duration of the contract insurance for claims arising out of their services including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

CONTRACTOR shall procure and maintain for the duration of the contract Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONTRACTOR in this Agreement and shall include, but not limited to, claims involving infringement of intellectual property, including, but not limited to, infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the COUNTY requires and shall be entitled to the broader coverage and/or higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY. Policy shall name the COUNTY as Additional Insureds.

E. 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. If CONTRACTOR'S insurance carrier(s) policy(ies) does(do) not meet the minimum notice requirement found herein, CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish a 30-day Notice of Cancellation Endorsement.

4) 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 coverages 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.

5) 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 retentions or self-insured programs shall not be construed as contributory.

6) 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.

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

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

9) 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. Except to an affiliate upon written notice by CONTRACTOR to the COUNTY.

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

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

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

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

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

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

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is

a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

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

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

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

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

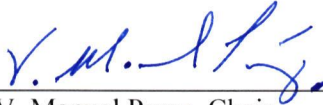
23.13 This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this Agreement agrees to the use of electronic or digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“the Act”) Cal. Civ. Code §§ 1633.1-1633.17), for executing this Agreement. The Parties further agree that the electronic or digital 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. The Act authorizes use of an electronic signature for transactions and contracts among parties in California, including governmental agencies. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (h) of Section 1633.2 of the Civil Code.

[SIGNATURES ON FOLLOWING PAGE]

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, on behalf of its Riverside County Sheriff's Office

OD SECURITY NORTH AMERICA LLC, a California limited liability company

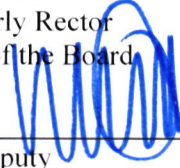
By: 
V. Manuel Perez, Chair
Board of Supervisors

By: *John Shannon*
John Shannon,
President

Dated: NOV 18 2025

Dated: 10/03/2025

ATTEST:

Kimberly Rector
Clerk of the Board
By: 
Deputy

APPROVED AS TO FORM:

County Counsel
Minh C. Tran

By: *Amrit P. Dhillon*
Amrit P. Dhillon,
Deputy County Counsel

EXHIBIT A
SCOPE OF WORK

1.0 PURPOSE/BACKGROUND

1.1 The Riverside County Purchasing Department, on behalf of the Riverside County Sheriff's Office (RSO), released Request for Proposal RFP #SHARC-604 in May 2025 seeking proposals for up to fourteen (14) state-of-the-art Full Body Security Scanners. The comprehensive request encompassed not only delivery and setup, but also thorough training and ongoing warranty, maintenance, and repair services.

1.2 The full-body security scanner system must be supplied by the Original Equipment Manufacturer (OEM), not a distributor or agent.

1.3 The equipment provided must be of the highest quality, meet or exceed industry standards, and be constructed to operate daily within a correctional system environment. Equipment, materials, and any goods purchased through this contract must be new and unused. Previously used full-body security scanners or those used as "demo" models will not be accepted.

2.0 PRODUCT SPECIFICATIONS

2.1 The full-body security scanner must fit into an area that is no higher than 90 inches.

2.2 The system must include an operator workstation for imaging and a touchscreen monitor.

2.3 The full-body security scanner must have image detectors with a filtration system and be able to detect objects concealed within clothing and inside body cavities, such as but not limited to all metals, plastics, weapons, narcotics, explosives, precious stones, electronics, and video and audio equipment.

2.4 Radiation must only be emitted during the scanning process without requiring a manual shutter device.

2.5 The full body security scanner must be a self-calibrating system that does not require a technician to be dispatched should the system lose power.

2.6 The system must have the capability of printing scanned images and have local storage of at least 800,000 images.

2.7 The system should use Low-Ionizing Radiation transmission technology and have radiation levels during scanning under 10 microSierverts.

2.8 The system must allow for image manipulation and allow County personnel to choose the level of definition of the image being taken.

2.9 The system and software must be configured to allow operators, supervisors, and administrators different access levels appropriate to their position.

2.10 The system software must allow administrators to generate usage reports detailing statistics for detection from both the operator and any automatic detection software.

2.11 The system must allow security logins for multiple users.

- 2.12 The system must have an automated emergency shut-off in the event the radiation protections fail.
- 2.13 The full-body security scanner must have a load capacity of up to 500 pounds.
- 2.14 The system must offer remote diagnostic capabilities.
- 2.15 The scan time must not exceed eight (8) seconds, and there must be visual indicators when the scanning process is in use.
- 2.16 The system must track the number of scans an inmate has received and alert the operator if the inmate exceeds the acceptable number of scans or radiation amounts.
- 2.17 The system must be able to maintain a history of individual inmate scanned images and generate those scans.
- 2.18 The system must withstand being used 24 hours a day, seven days a week.
- 2.19 The system must have an open frame design, allowing for an unobstructed line of sight of the individual being scanned at all times.
- 2.20 The system must not have a moving platform.
- 2.21 The system must be able to detect medical devices.

3.0 DELIVERY & INSTALLATION REQUIREMENTS

- 3.1 Deliver on site to all five (5) detention facilities listed in Section 7.0 below. The Riverside Sheriff's Office will not be responsible for storing equipment or tools associated with the installation.
- 3.2 CONTRACTOR and its employees that will oversee installing and servicing the full body security scanner must hold certifications for installation, calibration, and radiation safety and be compliant with those state and federal regulations.
- 3.3 CONTRACTOR will remove all packing material from the premises, provide "white glove" delivery, and remove all tools and equipment after installation. Technicians shall keep an inventory of every tool, nut, bolt, screw, etc. and remove from the premises as a means of confirming no item is unaccounted for that could be used later as contraband/weapon.
- 3.4 Delivery shall include assembly, testing, and calibration in the location specified by the County.
- 3.5 NUMBER OF UNITS: Total number of units to be purchased is 13.
- 3.6 DELIVERY & INSTALLATION TIMING
 - 3.5.1 CONTRACTOR shall deliver and install all units within a 21-day timeline post-purchase order.
 - 3.5.2 Initial Order will be for 11 units as indicated in Exhibit B Section B1.4a.
 - 3.5.3 One (1) unit at CBDC and the unit for Blythe will be ordered once the COUNTY completes building alterations to create space for them.

3.7 EXISTING UNITS: CONTRACTOR shall disassemble the existing body scanners and securely palletize for COUNTY disposal/recycling or auctioning.

4.0 PRE-INSTALLATION REQUIREMENTS

4.1 CONTRACTOR will be responsible for securing any permits, authorizations, and permissions necessary to install and operate the equipment. This includes but is not limited to, obtaining authorization from the California Department of Health and other necessary Federal or State agencies.

4.2 CONTRACTOR shall assist in developing operational policies and procedures for operating and using the scanner.

5.0 WARRANTY

5.1 All equipment, including but not limited to software, must be warranted and maintained by CONTRACTOR for at least one year from the installation date. Service downtime must be less than 48 hours.

5.2 Parts and labor for required maintenance and travel expenses incurred by CONTRACTOR will not be reimbursed by COUNTY during the warranty period.

5.3 CONTRACTOR must provide a list of all equipment, including a maintenance manual and an operator's manual for the scanner.

5.4 CONTRACTOR must provide a 24-hour help desk with a toll-free number staffed by its employees. The toll-free number must be included in the vendor's proposal.

5.5 CONTRACTOR must provide 5-year Full Manufacturer's Warranty (parts and labor, to include time and travel associated with servicing and maintenance).

6.0 TRAINING & SUPPORT

6.1 CONTRACTOR must provide at least two (2) consecutive eight (8)-hour days of on-site training by CONTRACTOR's employee(s), certified by the American Registered Radiologic Technologist (ARRT) or other similar certification programs.

6.2 CONTRACTOR shall provide a "Train the Trainer" program for future trainers.

6.3 Training must include Operator, Administrator and Radiation Safety Officer Training.

6.4 CONTRACTOR must include two (2) or more copies of the:

6.4.1 Operations Manual

6.4.2 Part Manual

6.4.3 Troubleshoot and Maintenance Manual

6.5 CONTRACTOR must include Provision of 24/7 Toll Free Support Line and 24/7 On-Line Help Desk and Same day Technical/Engineering Support with California based Technicians.

7.0 LOCATIONS

7.1 The full body scanners will be delivered, installed, and serviced at the following locations.

Locations
Robert Presley Detention Center (RPDC), 4000 Orange Street, Riverside, 92501
Cois M. Byrd Detention Center (CBDC), 30755-B Auld Road, Murrieta, 92563
Larry D. Smith Correctional Facility (SCF), 1627 S. Hargrave Street, Banning, 92220
John J. Benoit Detention Center (JBDC), 82675 St. Hwy. 111, Indio, 92201
Blythe Jail, 260 N. Spring Street, Blythe, 92225

PLEASE NOTE: Locations may be added with prior written notice to the awarded contractor.

8.0 SOFTWARE

8.1 CONTRACTOR must have provisions and supply privacy software in accordance with the Prison Rape Elimination Act (PREA) for privacy areas for both male and female staff, arrestees and inmates.

8.2 5-year Operating Software Licenses, and 5-year THEIA AI Software Licenses must be included.

8.3 CONTRACTOR shall include provision of Random Scanning Software Upgrades; Biometric Hardware/Software Upgrades; PREA Compliant Software Upgrades; Blurring Software Upgrades; and any other software updates for the life of the equipment or until termination of the contract.

8.4 CONTRACTOR must include Provision of Web Services/FTP interface to JMS and Networking of up to 14 Systems.

9.0 PREVENTATIVE MAINTENANCE

9.1 CONTRACTOR shall include Annual re-calibration and Annual State Radiation Certification; Bi-annual preventative maintenance and annual recalibration.

**EXHIBIT B
PAYMENT PROVISIONS**

B1.1 CONTRACTOR certifies it has carefully examined and understands the full scope and all requirements, specifications, and conditions stated in this Agreement, the Request for Proposal #SHARC-586 and all related exhibits, and the fees are inclusive of all costs, including administration and travel expenses associated with the delivery of products and services.

B1.2 Payments shall be based strictly on these agreed upon payment provisions. Expenses not included in the fees below or mentioned elsewhere in this Agreement will not be reimbursed.

B1.3 CONTRACTOR shall be paid in accordance with the following for products and services listed below and in "Exhibit A: Scope of Work". Any additional billing for products or services outside of the items below or outlined scope of work will be proposed for County approval ahead of products being delivered or services being rendered.

B1.4a Cost Sheet—Initial Order Provisions:

Location	*Existing Units	New Units	Description	*Existing Unit Cost	Unit Cost	Total
RPDC	3	3	SOTER RS Full Body Security Scanning Systems	\$ 4,000	\$ 130,000	\$ 402,000
CBDC	1	2				\$ 264,000
SCF	2	3				\$ 398,000
JBDC	2	3				\$ 398,000
Total	8	11				\$ 1,462,000
Sales Tax (8.75%)						\$ 125,125
INITIAL ORDER TOTAL						\$ 1,587,125

* Existing units shall be broken down and palletized for COUNTY disposal.

B1.4b Cost Sheet—As-Needed Order Provisions:

Location	*Existing Units	New Units	Description	*Existing Unit Cost	Unit Cost	Total
CBDC	1	1	SOTER RS Full Body	\$ 4,000	\$ 130,000	\$ 134,000
Blythe	1	1	Security Scanning Systems			\$ 134,000
Total	2	2				\$ 268,000
Sales Tax (8.75%)						\$ 22,750
AS-NEEDED ORDER TOTAL						\$ 290,750
GRAND TOTAL						\$ 1,877,875

* Existing units shall be broken down and palletized for COUNTY disposal.

New Units shall include the following:

- B1.4.1** Shipping F.O.B Destination. Invoicing (Net-30) in full on completion of installation.
- B1.4.2** Provision of 5 x SOTER RS Handheld Tablets (one per location)
- B1.4.3** Provision of 1 x Remote Viewer Workstation

B1.5 Cost Sheet—Optional Additional Features:

Description	Per Unit Cost
Provision of Additional SOTER RS Handheld Tablets (mobile device) Hardware - 1 x GD3030-400 Intel i5-5350U	\$2,950
Additional Handheld Tablet Software - SOTER RS Operator Interphase (OI) (Annual Software License)	\$2,100
Upgrade to SOTER RS Dual View (at any stage during contract) System is upgradable from Single View to Dual View capability with unrivalled detection capacity – 46AWG Full Body Image and 46AWG Torso Image	\$18,750
Upgrade to an ADA Compliant Platform Configuration (at any stage during contract)	\$12,500
Provision of additional training (outside scope of project) Per Diem Cost	\$3,000

B1.6 Cost Sheet—Ongoing Maintenance (Year 6 onward):

Total Units	Description	Per Unit Cost*	Total
13	Provision of Full Warranty (Maintenance/Service) Contract (parts and labor and including time and travel) from year 6 onwards	\$10,250	\$133,250
	Provision of THEIA AI Automatic Threat Recognition Software from year 6 onwards	\$12,500	\$162,500
	Provision of Operating Software License from year 6 onwards	\$2,500	\$32,500
Total			\$328,250

*Payable annually in advance











OD Security County of Riverside Agreement 2025

Final Audit Report

2025-10-06

Created:	2025-10-03
By:	John Farrar (JFARRAR@RIVCO.ORG)
Status:	Signed
Transaction ID:	CBJCHBCAABAAH4pkeykufhU03AfJ6IKIRhIx18wOi-_9

"OD Security County of Riverside Agreement 2025" History

-  Document created by John Farrar (JFARRAR@RIVCO.ORG)
2025-10-03 - 9:36:56 PM GMT - IP address: 158.61.6.1
-  Document emailed to john.shannon@odsecurityna.com for signature
2025-10-03 - 9:38:57 PM GMT
-  Email viewed by john.shannon@odsecurityna.com
2025-10-03 - 10:29:00 PM GMT - IP address: 166.198.21.74
-  Signer john.shannon@odsecurityna.com entered name at signing as John Shannon
2025-10-04 - 0:28:27 AM GMT - IP address: 73.218.243.223
-  Document e-signed by John Shannon (john.shannon@odsecurityna.com)
Signature Date: 2025-10-04 - 0:28:29 AM GMT - Time Source: server- IP address: 73.218.243.223
-  Document emailed to adhillon@rivco.org for signature
2025-10-04 - 0:28:30 AM GMT
-  Email viewed by adhillon@rivco.org
2025-10-04 - 11:47:54 PM GMT - IP address: 98.89.80.249
-  Signer adhillon@rivco.org entered name at signing as Amrit P. Dhillon
2025-10-06 - 4:08:52 PM GMT - IP address: 158.61.6.1
-  Document e-signed by Amrit P. Dhillon (adhillon@rivco.org)
Signature Date: 2025-10-06 - 4:08:54 PM GMT - Time Source: server- IP address: 158.61.6.1
-  Agreement completed.
2025-10-06 - 4:08:54 PM GMT