



RESOLUTION No. 17-396

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION AUTHORIZING THE SHERIFF TO PURCHASE A FULL BODY SECURITY SCANNING SYSTEM AND EXTENDED WARRANTY FOR USE AT THE WAYNE BROWN CORRECTIONAL FACILITY, RELATED BUDGET ADJUSTMENT FOR FISCAL YEAR 2017/18, AND ACCEPT EQUIPMENT AS A CAPITAL ASSET (4/5 AFFIRMATIVE VOTE REQUIRED)

WHEREAS, the Nevada County Sheriff's Office desires to maintain a safe and secure correctional facility for inmates, visitors and staff at the Wayne Brown Correctional Facility; and

WHEREAS, body scanning equipment has proven to be effective and efficient in locating contraband on arrestees and inmates; and

WHEREAS, the Nevada County Purchasing Division discovered the San Joaquin County Sheriff's Office completed a Request for Proposals (RFP) and chose OD Security North America, LLC to furnish, deliver and provide installation and training services for the SOTER RS Full Body Security Scanning System; and

WHEREAS, the SOTER RS Full Body Security Scanning System is a scanner that meets the needs of Wayne Brown Correctional Facility and is the preferred choice; and

WHEREAS, it is efficient to tier-off the San Joaquin County RFP and contract; and

WHEREAS, the equipment will require minimal construction costs in the amount of approximately \$5,000, the equipment itself is \$118,750 plus tax in the amount of \$10,390.63, and the extended warranty and maintenance package is \$26,250, with a term commencing 08/01/2017 and terminating on 07/31/2024, for a total purchase and installation cost of \$160,391.

NOW, THEREFORE, BE IT RESOLVED that the Nevada County Board of Supervisors, on behalf of the County of Nevada,

- 1) Authorize the Sheriff to contract with OD Security North America, LLC for the purchase, delivery, and provision of installation and training services for the SOTER RS Full Body Scanning System, with related construction costs and extended warranty and maintenance, and authorize the Chair of the Board of Supervisors to execute the contract;
- 2) Approve the body scanning equipment as a capital asset;
- 3) Direct the Auditor/Controller to amend the Sheriff's Office Fiscal Year 2017/18 budget as follows:

Increase 0101 20301 153 1000 540600	\$129,141
Increase 0101 20301 153 1000 520900	\$26,250
Increase 0101 20301 153 1000 538566	\$5,000

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 25th day of July, 2017, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Hank Weston and Richard Anderson.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: _____



Hank Weston
Hank Weston, Chair

7/25/2017 cc: Sheriff*
AC* (Hold)

7/27/2017 cc: Sheriff*
AC* (Release)
ODSNA, LLC.

PERSONAL SERVICES CONTRACT

County of Nevada, California

This Personal Services Contract is made between the COUNTY OF NEVADA (herein "County"), and

OD Security North America, LLC

(herein "Contractor"), wherein County desires to retain a person or entity to provide the following services, materials and products generally described as follows:

(§1) **Furnish, deliver, installation and training for a Body/Security Contraband Detection Scanner**

SUMMARY OF MATERIAL TERMS

(§2) **Maximum Contract Price:** \$155,390.63
(§3) **Contract Beginning Date:** 08/01/2017 **Contract Termination Date:** 7/31/2024
(§4) **Liquidated Damages:** NA

INSURANCE POLICIES

Designate all required policies:

		Req'd	Not Req'd
(§6)	Commercial General Liability (\$1,000,000)	<u> X </u>	<u> </u>
(§7)	Automobile Liability (\$ 300,000) Personal Auto	<u> </u>	<u> </u>
	(\$1,000,000) Business Rated	<u> </u>	<u> </u>
	(\$1,000,000) Commercial Policy	<u> X </u>	<u> </u>
(§8)	Worker's Compensation (Sub Contactor's Only)	<u> X </u>	<u> </u>
(§9)	Errors and Omissions (\$1,000,000)	<u> </u>	<u> X </u>

LICENSES AND PREVAILING WAGES

(§14) Designate all required licenses:

NOTICE & IDENTIFICATION

(§26) **Contractor:**
OD Security North America, LLC
707 Texas Avenue
College Station, Texas 77840

County of Nevada:
950 Maidu Avenue, Suite 280
Nevada City, CA 95959

Contact Person: John Shannon
(979) 777-1331
e-mail: John.Shannon@odsecurity.com

Contact Person: Executive Lieutenant
(530) 265-1291
e-mail:

Contractor is a: (check all that apply)

Corporation:	<u> </u> Calif.,	<u> X </u> Other,	<u> </u> LLC,	<u> </u> Non-profit
Partnership:	<u> </u> Calif.,	<u> </u> Other,	<u> </u> LLP,	<u> </u> Limited
Person:	<u> </u> Indiv.,	<u> </u> Dba,	<u> </u> Ass'n	<u> </u> Other

EDD: Independent Contractor Worksheet Required:	<u> </u> Yes	<u> X </u> No
HIPAA: Schedule of Required Provisions (Exhibit D):	<u> </u> Yes	<u> X </u> No

ATTACHMENTS

Designate all required attachments:

	Req'd	Not Req'd
Exhibit A: Schedule of Services (Provided by Contractor)	<u> X </u>	<u> </u>
Exhibit B: Schedule of Charges and Payments (Paid by County)	<u> X </u>	<u> </u>
Exhibit C: Schedule of Changes (Additions, Deletions & Amendments)	<u> </u>	<u> X </u>
Exhibit D: Schedule of HIPAA Provisions (Protected Health Information)	<u> </u>	<u> X </u>

Terms

Each term of this Contract below specifically incorporates the information set forth in the Summary at page one (1) above as to each respective section (§) therein, as the case may be.

Services

1. Scope of Services:

Contractor shall provide all of the services, materials and products (herein "Services") generally described in **Exhibit "A"**, according to a performance schedule, if applicable, as set forth in said exhibit (herein "Performance Schedule"). If requested, Contractor agrees to serve as an expert witness for County in any third party action or proceeding arising out of this Contract.

Payment

2. Charges and Payments:

The charges (herein "Charges") for furnishing the aforesaid Services under this Contract are set forth in **Exhibit "B"**, including, if applicable, hourly rates, unit pricing, and expense, mileage and cost limits. Said Charges shall be presented monthly by invoice, and shall be due within thirty (30) days of receipt unless payment is otherwise set forth in said **Exhibit "B"**, and shall remain in effect for the entire term of this Contract, and any extension hereof. In no event will the cost to County for Services to be provided under this Contract, including direct non-salary expenses, exceed the **Maximum Contract Price** set forth at §2, page one (1), above.

Time for Performance

3. Contract Term:

This Contract shall commence on the **Contract Beginning Date** set forth at §3, page one (1), above. All Services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** set forth at §3, page one (1), above.

4. Liquidated Damages:

County and Contractor agree that damages to County due to delays in timely providing Services in accordance with the aforesaid Performance Schedule and Contract Termination Date are impractical and difficult to ascertain. Therefore, if §4 at page one (1) hereof shall indicate a daily amount as **Liquidated Damages**, County shall have the right to assess said daily sum, not as a penalty, but as and for damages to County due to delays in providing Services not in accordance with the said Performance Schedule, or later than the Contract Termination Date (herein "Delay"). Liquidated Damages shall be offset against amounts owing to Contractor, including retention sums.

To the extent that any Delay is a result of matters or circumstances wholly beyond the control of Contractor, County may excuse said Liquidated Damages; provided however, that County may condition such excuse upon Contractor having given prompt notice to County of such delay immediately by telephone and thereafter by written explanation within a reasonable time. The time for Contractor's performance shall be extended by the period of delay, or such other period as County may elect.

5. Time of the Essence:

Time is of the essence with respect to Contractor's performance under this Contract. Delay in meeting the time commitments contemplated herein will result in the assessment of liquidated damages, if indicated at §4 at page one (1), hereof. If Liquidated Damages are not so indicated, damages shall be as otherwise provided by law.

Insurance

6. Commercial General Liability Insurance: (County Resolution No. 90674)

If §6 at page one (1) hereof shall indicate a **Commercial General Liability** insurance policy is required, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following:

- (i) Broad form coverage for liability for death or bodily injury to a person or persons, and for property damage, combined single limit coverage, in the minimum amount indicated at said §6;

- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and other insurance maintained by the County of Nevada shall be excess only and not contributing with Contractor's insurance;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days' notice for non-payment of premium).

7. Automobile Liability Insurance: (County Resolution No. 90676)

If §7 at page one (1) hereof shall require either a Business Rated or a Commercial Automobile Liability insurance policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following provisions:

- (i) Liability protection for death or bodily injury to a person or persons, property damage, and uninsured and underinsured coverage, combined single limit coverage, in the minimum amount indicated at said §7;
- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and other insurance maintained by the County of Nevada shall be excess only and not contributing with Contractor's insurance;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days' notice for non-payment of premium).

If §7 at page one (1) hereof shall require a Personal Auto policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance for a minimum of three hundred thousand dollars, (\$300,000), in combined single limits, and naming the County as additionally insured.

8. Worker's Compensation: (County Resolution No. 90674)

If §8 at page one (1) hereof shall indicate a Worker's Compensation insurance policy is required, Contractor shall maintain said policy as required by law, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

Before commencing to utilize employees in providing Services under this Contract, Contractor warrants that it will comply with the provisions of the California Labor Code, requiring Contractor to be insured for worker's compensation liability or to undertake a program of self-insurance therefor.

9. Errors and Omissions:

If §9 at page one (1) hereof shall indicate Errors and Omissions insurance is required, Contractor shall maintain either a professional liability or errors & omissions policy in the minimum amount indicated, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

10. Miscellaneous Insurance Provisions: (County Resolution No. 90675)

All policies of insurance required by this Contract shall remain in full force and effect throughout the life of this Contract and shall be payable on a "per occurrence" basis unless County specifically consents to "claims made" coverage. If the County does consent to "claims made" coverage and if Contractor changes insurance carriers during the term of this Contract or any extensions hereof, then Contractor shall carry prior acts coverage.

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by County, its officers, agents and/or employees, shall be excess only and not contributing with insurance required or provided under this agreement.

At all times, Contractor shall keep and maintain in full force and effect throughout the duration of this Contract, policies of insurance required by this Contract which policies shall be issued by companies

with a Best's Rating of B+ or higher (B+, B++, A-, A, A+ or A++), or a Best's Financial Performance Rating (FPR) of 6 or higher (6, 7, 8 or 9) according to the current Best's Key Rating Guide, or shall be issued by companies approved by the County Risk Manager. In the event the Best's Rating or Best's FPR shall fall below the rating required by this paragraph, Contractor shall be required to forthwith secure alternate policies which comply with the rating required by this paragraph, or be in material breach of this Contract.

Failure to provide and maintain the insurance policies (including Best's ratings), endorsements, or certificates of insurance required by this Contract shall constitute a material breach of this agreement (herein "Material Breach"); and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both. (See §13, ¶2, below, as these provisions additionally apply to subcontractors.)

11. Indemnity:

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify, defend and hold harmless the County and its officers, officials, employees, agents and volunteers from any and all liabilities, claims, demands, damages, losses and expenses (including, without limitation, defense costs and attorney fees of litigation) which result from the negligent act, willful misconduct, or error or omission of Contractor, except such loss or damage which was caused by the sole negligence or willful misconduct of County or its officers, officials, employees, agents and volunteers.

Personal Services

12. Contractor as Independent:

In providing services herein, Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as agents or employees of County.

13. Assignment and Subcontracting:

Except as specifically provided herein, the rights, responsibilities, duties and Services to be performed under this Contract are personal to the Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute nor replace any personnel for those specifically named herein or in its proposal without the prior written consent of County.

Contractor shall cause and require each transferee, subcontractor and assignee to comply with the insurance provisions set forth herein at §§6, 7, 8, 9 and 10, to the extent such insurance provisions are required of Contractor under this Contract. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor and assignee shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

14. Licensing and Permits:

Contractor warrants (i) Contractor is qualified and competent to provide all Services under this contract; (ii) Contractor and all employees of Contractor hold all necessary and appropriate licenses therefor, including those licenses set forth at §14, page one (1) hereof; and, (iii) Contractor shall obtain, and remain in compliance with, all permits necessary and appropriate to provide said Services. Contractor shall cause said licenses and permits to be maintained throughout the life of this Contract. Failure to do so shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

Public Contracts

15. Prevailing Wage and Apprentices:

To the extent made applicable by law, performance of this Contract shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with Section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code §§1720, et seq.; and shall be in conformity with Title 8 of the California Code of Regulations §§200 et seq., relating to apprenticeship. Where applicable:

(i) Contractor shall comply with the provisions thereof at the commencement of Services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall be deemed a material breach of this contract. Applicable prevailing wage

determinations are available on the California Department of Industrial Relations website at <http://www.dir.ca.gov/OPRL/PWD>.

(ii) Contractor and all subcontractors must comply with the requirements of Labor Code Section 1771.1(a) pertaining to registration of contractors pursuant to Section 1725.5. Registration and all related requirements of those Sections must be maintained throughout the performance of the Contract.

(iii) Contracts to which these prevailing wage requirements apply are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each contractor and subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.

(iv) The County is required to provide notice to the Department of Industrial Relations of any public work contract subject to prevailing wages within five (5) days of award.

16. Accessibility (County Resolution No. 00190):

It is the policy of the County of Nevada that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall be in compliance with the provisions of the Americans with Disabilities Act and Title 24, California Code of Regulations. To the extent this Contract shall call for Contractor to provide County contracted services directly to the public, Contractor shall certify that said direct Services are and shall be accessible to all persons.

17. Nondiscriminatory Employment:

In providing Services hereunder, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.

18. Prior Nevada County Employment (County Resolution No. 03-353):

Effective July 22, 2003, it is the policy of the County of Nevada that former members of the Board of Supervisors, a former CEO, or a former Purchasing Agent, for a period of twelve (12) months following the last day of employment, shall not enter into any relationship wherein that former employee or former Board member receives direct remuneration from a legal entity that, during the last twelve (12) months of said employment or Board member's service, entered into a contract with, or received a grant from the County of Nevada. Provided however, that this prohibition shall not apply to any employee that did not personally approve a contract with or grant to said legal entity during the last twelve (12) months of said employment, and shall not apply when the Board of Supervisors did not approve a contract with or grant to said legal entity during the last twelve (12) months of said Board member's service.

A violation of this policy shall subject Contractor to all of the remedies enumerated in said resolution and as otherwise provided in law, which remedies shall include but not be limited to injunctive relief, cancellation and voiding of this contract by County, a return of grant money, a cause of action for breach of contract, and entitlement to costs and reasonable attorney fees in any action based upon a breach of contract under this provision.

19. Cost Disclosure:

In accordance with Government Code Section 7550, should a written report be prepared under or required by the provisions of this Contract, Contractor agrees to state in a separate section of said report the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of said report

Default and Termination

20. Termination:

A Material Breach of this Contract pursuant to the terms hereof or otherwise, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to immediately suspend payments hereunder, or terminate this contract, or both, **without notice**.

If Contractor fails to timely provide in any manner the services materials and products required under this Contract, or otherwise fails to promptly comply with the terms of this Contract, or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Contract by giving **five (5) days written notice** to Contractor.

Either party may terminate this Contract for any reason, or without cause, by giving **thirty (30) calendar days written notice** to the other, which notice shall be sent by registered mail in conformity with the notice provisions, below. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Contractor shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.

County, upon giving **sixty (60) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Contract at the end of any fiscal year if the County or the State of California, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this contract.

Miscellaneous

21. Books of Record and Audit Provision:

Contractor shall maintain complete records relating to this Contract for a period of five (5) years from the completion of Services hereunder. Said records shall include but not be limited to bids and all supporting documents, original entry books, canceled checks, receipts, invoices, payroll records including subsistence, travel and field expenses, together with a general ledger itemizing all debits and credits

Contractor shall permit County to audit said records as well as such related records of any business entity controlled by Contractor. Said audit may be conducted on Contractor's premises or at a location designated by County, upon fifteen (15) days' notice. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charged of five percent (5%) or more of the Maximum Contract Price.

22. Intellectual Property:

All original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto (herein "Intellectual Property"), which concern or relate to this Contract and which have been prepared by, for or submitted to Contractor, shall be the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception. Provided however, for personal purposes only and not for commercial, economic or any other purpose, Contractor may retain a copy of Contractor's work product hereunder.

23. Entire Agreement:

This Contract represents the entire agreement of the parties, and no representations have been made or relied upon except as set forth herein. This Contract may be amended or modified only by written, fully executed agreement of the parties.

24. Jurisdiction and Venue:

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Nevada County, California.

25. Compliance with Applicable Laws:

The Contractor shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the Services to be provided by this Contract.

26. Notices:

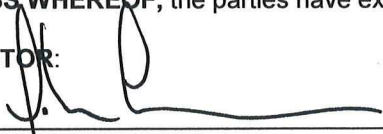
This Contract shall be managed and administered on County's behalf by the department and the person set forth at §26, page one (1) of this Contract, and all invoices shall be submitted to and approved by this Department. In addition to personal service, all notices may be given to County and to Contractor by first class mail addressed as set forth at said §26 Said notices shall be deemed received the fifth (5th) day following the date of mailing or the earlier date of personal service, as the case may be.

27. Authority:

All individuals executing this Contract on behalf of Contractor represent and warrant that they are authorized to execute and deliver this Contract on behalf of Contractor.

IN WITNESS WHEREOF, the parties have executed this Contract effective on the Beginning Date, above.

CONTRACTOR:

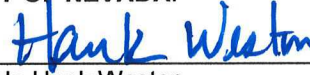


Name: John Shannon
Title: President

Dated: _____

06/22/17

COUNTY OF NEVADA:

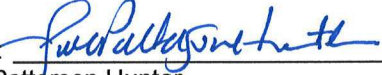


Honorable Hank Weston
Chair, Board of Supervisors

Dated: _____

7/27/2017

Attest. _____



Julie Patterson Hunter
Clerk of the Board

EXHIBIT "A"

SCHEDULE OF SERVICES

County Obligations

County shall provide appropriate and necessary connections for power and communications for proper operation of the Equipment provided by and to be installed by Contractor.

County shall provide free access to the installation site and suitable and safe space thereon for storage of the Equipment

Contractor Scope of Services

1. Contractor agrees to Furnish, Deliver, Install and Train for one (1) New Body Security/Contraband Detection Scanner System for the Sheriff Corrections Division as identified in Exhibit "B". Minimum features to be included in system:
 - a. Applicable Federal and State of California statutes and regulations for all services shall be incorporated into the provision of services.
 - b. System shall identify both organic and inorganic items.
 - c. System shall have low dose x-ray scanning.
 - d. System shall NOT reveal anatomical details to avoid privacy issues.
 - e. System shall reveal contraband concealed externally and internally.
 - f. System shall have an operator's station included.
 - g. System shall provide a mobile lead shield to provide operator protection and a wide field of vision for observation.
 - h. System should have a built in shutter, mechanically closing the radiation source while the system is not performing the scanning process.
 - i. System shall have a database/software of previously acquired images, containing the ID of the person with the ability to extract and download those identifiable images for reportable incidents.
 - j. System shall have a built in dosimeter, which measures the radiation dose received by the scanned individual.
 - k. System shall have a certified weight capacity up to 500 lbs.
 - l. Service Technician must respond onsite, within 48 hours, 24/7 (weekend and holidays included). Service Technician will be locally based medical x-ray services company to be determined and mutually acceptable to both parties.
 - m. Permanent installation.
2. The Contractor shall provide operator training and certification(s) for no less than four (4) Sheriff's Office staff, "pursuant to Attachment 1 for scope of training."
3. The Contractor shall be responsible for any State Certification(s) of the body scanner upon delivery and re-certifications as required.
4. The Contractor shall provide all labor, equipment, supplies, freight/delivery, installation and training.
 - a. Delivery location:
Wane Brown Corrections Facility
925 Maidu Ave
Nevada City, CA 95959

Corrections Executive Lieutenant (530) 265-1291


- b. Inspection upon delivery to be done by the Contractor. The County will require a factory Acceptance Test (FAT) and Site Acceptance Test (SAT). All tests shall be in accordance with the Contractor. The County shall receive certification that the Equipment passed successfully.
5. The Contractor must provide seven (7) years of warranty on all parts and labor.
 - a. Upon County's delivery of Notice of Acceptance to CONTRACTOR.
 - b. Quarterly preventative maintenance (including calibration, radiation leak testing and other required testing to keep the unit operational at maximum capacity) for the four (4) years.
 - c. Three (3) additional years will be purchased initially for \$8,750.00 per year for a total of \$26,250.00.
 - d. Additional maintenance can be purchased after year seven. Should the County decide to extend maintenance services, it shall be billed at \$ 8,750.00 fixed pricing for additional years.
 - e. All software upgrades though-out term of contract and warranty/maintenance period(s)
6. County, in its discretion, may require Contractor and its subcontractor(s) to go through a background clearance. The Contractor reserves the right to provide an escort and/or full time supervision of the Contractor and its employees during all phases of the project including maintenance services.
7. The Contractor and its subcontractor(s) must meet and demonstrate their responsibility and experience working with secure facilities and comply with all of County's security regulations and must comply with the required proposed completion schedule.
8. The Contractor and its subcontractor(s) shall perform all required work in accordance with currently approved methods and standards of practice in the Contractor's professional specialty.
9. Contractor shall commence installation and training on or before 45 days of Notice to Proceed.
10. On-going maintenance will commence once the system is fully installed and accepted by the County, with a written Notice of Acceptance. Maintenance is included in Unit cost for four (4) years. All-inclusive service agreement includes annual, or as needed preventative maintenance visit(s), all labor expenses and material including travel costs plus the x-ray tubes required to maintain and repair system are included in Unit Price

EXHIBIT "B"

SCHEDULE OF CHARGES AND PAYMENTS

(Paid by County)

County agrees to pay the C Contractor the amounts identified in the table below:

Item Description	Manufacturer Model and Part #	Unit Price	Extended Price
One (1) New Body Security/Contraband Detection Scanner System (including four (4) year maintenance).	Soter RS US Manufactured by ODSNA	\$118,750.00	\$118,750.00
Installation and Testing		\$0.00	\$0.00
Training (including Travel costs)		\$0.00	\$0.00
Shipping		\$0.00	\$0.00
Tax at 8.75%			\$10,390.63
Maintenance included in Unit cost for four (4) years. All-inclusive service agreement includes all software updates, quarterly, or as needed, preventative maintenance visit(s), all labor expenses and material including travel costs plus the x-ray tubes required to maintain and repair system are include in Unit Price	Year 1 through 4 included in Unit Price	Years 5, 6 & 7 prepaid at \$8,750 per year. Thereafter at same annual rate	\$26,250.00
GRAND TOTAL			\$155,390.63

County will pay a deposit of \$25,125.00 which shall be applied toward the total contract price, upon contract approval and execution by all parties.

Attachment 1

TRAINING PLAN

The WBCF Staff will be provided with a tailored Training Program for the SOTER RS, that will be specifically developed based on the nature of contraband risk experienced by WBCF and discussed (and agreed) with Senior Command Staff prior to commencement.

The Training Program will be designed with the following output based objectives:

1. Reduction of contraband entering the correctional facility.
2. Reduction of incidents resulting from contraband entering correctional facility.
3. Reduction in the potential for injury or loss of life Staff and Inmates.
4. Compliance with State of California regulations and guidelines to qualify WBCF personnel to obtain the necessary certification to operate the Systems within State Guidelines.

Operator Manuals and Administrator Manuals will be produced specifically for WBCF and issued two weeks ahead of the scheduled installation dates to assist Operator "familiarization".

Our ODSNA Senior Trainer, who is a State Registered Radiation Safety Officer, will deliver the Radiation Safety and SOTER RS Operator training on-site immediately following installation.

Our Senior Trainer will provide 2 days of realistic training with the Operator Teams including, as a minimum:

- Pre-operational checks, operation of the system, subject positioning, interpretation of images, procedures to follow if the System is damaged or malfunctions; file storage and retrieval and reporting;
- Familiarity with the information being provided to the inmate;
- Operating and emergency procedures;
- Security procedures to prevent unauthorized use or access;
- Operator awareness and control of inspection zones
- Radiation Safety, including the following:
 - Types of radiation;
 - Sources and common exposures; Units of measurement;
 - Time, distance and shielding;
 - Concept of As Low as Reasonably Achievable (ALARA);
 - Biological effects of radiation and radiation risks;
- Operating and Emergency procedures

The Realistic Training will be supported by the attendance of a Member of our Client User Group (where Staff from our current client base share their real experiences of operating the System);

A "Train the Trainer" program will be developed and delivered to the Administrator Teams during the week of installation/product training to empower WBCF for Operator staff changes;

Each WBCF Operator will be accredited as SOTER RS Operator compliant;

On-line Training, including image analysis, is available with the Help-Desk through-out the period of the contract;

Following installation, on-site training can be provided to accredited standards to additional personnel;

Refresher training will be delivered after Months 1 and 3, as well as available to the Initial Operator Team and other Trained Operators during the Annual System calibration and Annual Accreditation process;

Included with purchase price and the annual maintenance agreement, Contractor is the only Vendor to have developed an On-line Operator Training Program offering WBCF the ability to introduce annual Operator Re-certification, and Whole-life Learning Programs;

We are the only Vendor to have designed and developed a mobile Tablet Training Function to allow real-world training to be delivered anywhere within the Agency and any time.

PS