SANTA FE COUNTY
PROFESSIONAL SERVICES AGREEMENT
WITH SIERRA DETENTION SYSTEMS
TO REPLACE, REPAIR AND UPGRADE DOOR, INTERCOM & CAMERA SYSTEMS
AT THE SANTA FE COUNTY ADULT DETENTION FACILITY ("SFCADF")

THIS AGREEMENT is made and entered into this 13th day of September, 2011 by and between Santa Fe County, hereinafter referred to as "the County," and Sierra Detention Systems, a Colorado corporation with a principal address located at 1177 South 4th Avenue, Brighton, CO, 80601, registered to do business in the State of New Mexico, hereinafter referred to as "the Contractor."

WHEREAS, pursuant to NMSA 1978, Sections 13-1-112 and 13-1-117, competitive, sealed proposals were solicited via a formal request for proposals, RFP No. 2011-0187, for the provision of professional services; and

WHEREAS, based upon the evaluation criteria established within the request for proposals for the purposes of determining the most qualified Offeror, the County has determined Sierra Detention Systems as the most responsive and highest rated Offeror; and

WHEREAS, the County desires to engage the Contractor to render certain necessary services as described in the RFP, and the Contractor is willing and capable to render such services; and

WHEREAS, the County requires these services and the Contractor is willing to provide these services and both parties wish to enter into this Agreement.

NOW THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. SCOPE OF WORK

All Work described hereunder shall be performed in accordance with the National and State of New Mexico Building Code. The Contractor shall provide, including all installation labor, parts and equipment, the following:

A. In Master Control, Medical Unit, Booking Unit, and four Housing Units:

1. Seven (7) new backplanes (circuit boards) for each electronic cluster. The clusters are located in Master Control, Medical Unit, Booking Unit and all four (4) Housing Units (*Alpha, Bravo, Charlie* and *Delta*).
2. Eight (8) new touch screens with intercoms as follows: two (2) 24" in Master Control; one (1) 19" in Medical, one (1) 19" in Booking and one (1) each 24" in all four Housing Units (*Alpha, Bravo, Charlie* and *Delta*).
3. In **Master Control**, install two (2) switch boards, touch screens, each able to operate

independently of the other for redundancy and/or the ability to isolate an area of operation to one screen in the event of an emergency, while maintaining control and connectivity with the remainder of the facility on the other touch screen. These touch screens shall provide the operator with full control of all doors, intercoms and cameras. All functions shall be fully integrated to streamline operation of the Master Control. Doors that can be opened or closed by Master Control must open and close on command and must be precise and only the door selected must be activated. Master Control must have the ability to override all other control centers if necessary. An Uninterruptable Power Supply (UPS) shall be provided which shall be capable of running the entire system during a power failure. The system must be installed or attached to an appropriately sized console provided by the Contractor. The console should be of a height operable at a sitting position and include sufficient space for all the necessary equipment and writing space but not so large as to interfere with movement or safety in the control center or visual surveillance from the control center.

4. In **Housing Units,** provide and install in each of the four (4) Housing Unit control centers a remote Programmable Logic Controller (PLC) module (a digital computer used for automation of electromechanical processes, i.e. each unit will be able to control all electronic function in that respective Unit, yet Master Control will still be able to override), UPS's, touch screens and intercoms. The system must be installed or attached to an appropriately size console provided by the Contractor in each housing control center. The console should be at a height operable at a sitting position and include sufficient space for all the necessary equipment and writing space but not so large as to interfere with visual surveillance from the control center.
5. If required, by the system provided and installed by the Contractor, installation of computers and computer workstations, must include all required software and/or electronic drawings required to operate the door control system.
6. *Wiring* - Existing field wiring and devices may be reused, but must be tested prior to connecting to the new system, and any defects must be addressed by the contractor and all such wiring and devices reused shall be included in the warranties provided in this Agreement. New wiring is required for the touch screens, PLC's and the intercom exchanges in Master Control, Medical Unit, Booking Unit, and Housing Units (*Alpha, Bravo, Charlie* and *Delta).* New conduit and wiring associated with the door control system within the building must be repaired or replaced to a functional system and fully warranted. A new intercom exchange must be provided and installed in each of the seven (7) areas mentioned above. The wire for the interior intercom stations could be re-used but faulty wiring must be replaced and fully warranted. Conduit and wiring exists to all locations and is operational.

B. CAMERAS

The Contractor shall provide and install the following cameras:

1. One (1) Camera in front of but outside of Master Control in the corridor with a 180 degree field of view capable of scanning the center corridor, the corridor to the Booking Unit and the corridor to the Warehouse.
2. One (1) Camera in the *Alpha/Bravo* Hallway (dead space).

3. One (1) Camera in the *Bravo/Charlie* Hallway (dead space).
4. One (1) Camera in the *Charlie/Delta* Hallway (dead space).
5. One (1) Camera in the Warehouse Hallway (dead space).
6. One (1) Camera in the front of the Property Room.
7. One (1) Camera inside the Property Room.

Contractor shall provide and install one (1) Pelco 8116, 16 Channel Digital Video Recorder (DVR), or approved equivalent, with a minimum of one (1) terabyte (TB) of disk space to complete the installation of the seven cameras. The seven (7) cameras shall be Analog cameras and the DVR shall be compatible with Analog based cameras.

C. The Contractor shall provide and install a new enclosed server rack with adequate power.

D. Provide, replace and install 159 intercom stations throughout the facility, specifically including the seven (7) areas identified in Paragraph 1.A above.

There are currently 159 intercom stations that must be repaired or replaced throughout the facility. The Contractor shall replace any additional intercom stations that are in need of repair or replacement such that the facility's entire intercom system is fully operational. The entire intercom system shall be warranted as provided in Paragraph 30 herein. The Housing Units have the following number of intercom stations: *Alpha* Unit – 28; *Bravo* Unit – 28; *Charlie* Unit – 31, and *Delta* Unit - 31, for a total of 118 intercoms inside the Housing Units. The 41 remaining intercom stations shall be replaced in other areas of the facility.

E. The Contractor shall provide the most current software release at the time of installation for all applicable equipment.

F. The Contractor shall abide by all tool control requirements established by the facility including tools and equipment belonging to and used by the Contractor, its employees and subcontractors.

G. LABELING AND IDENTIFICATION OF COMPONENTS

The Contractor shall:

1. Label all electronic security systems and equipment installed for identification.
2. Provide materials and label all raceways for electronic security systems installed with an identification paint mark every ten (10) feet of raceway where the raceway changes direction or where the raceway enters a wall or other concealed space. Contractor shall provide materials and label raceway segments with engraved identification tags at each segment end.
3. Provide materials and permanently affix tags to raceway as near as possible to Boxed, Enclosures and Caps beginning at the beginning of raceway segments.
4. Provide materials and paint pull box covers above accessible ceiling to identify the system contained therein. Where box covers are exposed in finished areas finish to match surrounding material.

5. Provide engraved names plates for all equipment cabinets and enclosures to coordinate with approved submittal documents.

H. COMPLETION OF WORK

Upon the completion of the Work, Contractor shall provide:

1. Detailed mechanical drawings indicating the locations, names, purpose, system, flow direction, polarity and the coordinated physical markings of all installed equipment in the facility.
2. Detailed "as built" drawings including a description, locations, maintenance guides, warranties, for each item of installed equipment including separate tabulation of all equipment provided and installed.
3. Contractor shall establish a 24-hour, 7-day technical support and maintenance request contact system and such support and maintenance resource shall be maintained throughout the warranty period of all equipment and systems installed under this Agreement. Maintenance and technical support via telephone response shall be provided to SFCADF within four (4) hours of a request. Telephone support for any software shall be provided, but if unsuccessful, a site visit may be required. If site visit is required, an on-site person should be on-site no longer than eight (8) hours from time of being dispatched.
4. Following completion of the Work and the County's acceptance of the Work, the SFCADF must timely notify Contractor if the system provided and installed under this Agreement is not performing or is not in working order during the warranty period described herein. The Contractor will, at its option, either repair or replace any products, items, software or hardware that is not in working order without charge to the County.

I. DELIVERABLES FOR ELECTRONIC SYSTEM AND ALL EQUIPMENT INSTALLED

Upon completion of the Work under this Agreement, the Contractor shall provide to the County:

1. An Operations Manual for all components and the entire installed system.
2. A Step-by-Step maintenance/preventative maintenance manual for the system and individual components, including spare parts lists with available primary and alternate procurement sources and estimated order and delivery times. Contractor shall also provide the name, address and telephone number for each supplier.
3. A procedure manual for the SFCADF to conduct periodic system checks.
4. Project Record Documents that include weekly progress updates to the County describing all parts, components, and products provided and installed throughout completion of the Work.
5. A point-to-point diagram, wiring diagram and construction details.
6. Emergency instructions for operation and maintenance requirements during an emergency or power outage.
7. Warranty and service request procedures.

8. A complete set of software and software manuals for all software and software programming provided and installed, including a hard copy of all software programming provided and installed.

J. DELIVERABLES FOR THE SECURITY SYSTEM INFRASTRUCTURE

Upon completion of the Work under this Agreement, the Contractor shall provide to the County:

1. Record Drawings showing as constructed conduit routing, pull box locations, junction box locations, conduit and box sizes, conduit segment and box identification to match labels.
2. Conduit box installation schedule showing conduit runs for each raceway segment from box to box or ending location, type/size of raceway, segment/box identification for each system.
3. Documentation of tests run on installed system including dates and times and any complications or problems and repairs.
4. Product data.

K. TRAINING TO SFCADF

Upon completion of the Work under this Agreement, the Contractor shall provide training in the use of the electronic system and all installed equipment at no additional cost to the County for at least three (3) SFCADF employees selected by SFCADF, not to exceed forty (40) consecutive hours of training. Contractor shall provide for travel and lodging for any SFCADF employee if the training requires the employees to travel.

L. WARRANTY

Following completion of the Work and the County's acceptance of the Work, Sierra Detention Systems will provide a warranty on all equipment installed and workmanship performed for a period of three years after the date of acceptance by the county. The Contractor will, at its option, either repair or replace any products, items, software or hardware that is not in working order without charge to the County. If the manufacturer's warranty is expired, the Contractor will replace the item at no cost to the County. The Contractor will provide maintenance on a semi-annual basis for three years under said warranty.

Items and actions that will void the warranty are as listed:

- Acts of violence, riot, vandalism or negligence
- Misuse/abuse of the system
- Attempt to troubleshoot by parties not authorized by Sierra Detention Systems
- Acts of God, including, but not limited to, fire, tornado, lightening, water or wind damage
- Attempts to integrate additional systems by parties not authorized by Sierra Detention Systems

2. CONTRACT TIME AND CONTRACTOR'S WORKING SCHEDULE

The contract time for this Agreement is two hundred ten (210) calendar days from the date of the Department's issuance of the Notice to Proceed. Contractor shall have the Work described in Paragraph 1 provided, installed and in complete operation within two hundred ten (210) calendar days from the date of the Notice to Proceed. Days excluded from the 210 are those where access to the facility is denied due to lockdown procedures.

SFCADF operates 24 hours a day 365 days a year. All Work by the Contractor must be accomplished on days and during times least disruptive to facility security and operation. Contractor must be willing to complete all Work outside SFCADF's normal business hours which are Monday–Friday, 8:00 a.m. to 5:00 p.m.

Liquidated Damages in the amount of Five Hundred Dollars ($500) per each calendar day shall be assessed after the completion date (as adjusted by any Change Orders) until the issuance of the Certificate of Substantial Completion for the entire project.

3. DAMAGE AND CLEANUP

The Contractor shall provide any necessary protective coverings needed to protect existing adjacent finishes of the facility. Should damages occur, the Contractor shall restore all existing adjacent finishes to their original pre-existing condition. All work areas shall be maintained in a neat and workmanlike manner. Contractor shall provide all clean-up for its operations and control of all construction debris. All construction debris shall be removed from the work areas and disposed of at an approved waste disposal site. The Department's trash container for the facility shall not be used for disposal of construction debris.

4. COMPENSATION AND INVOICING

A. In consideration of its obligations under this Agreement the Contractor shall be compensated as follows:

In no event shall the total compensation paid to Contractor by County under this Agreement exceed $ 483,077.00 exclusive of gross receipts tax (see Appendix A).

The County shall pay Contractor at least once a month for services performed.

B. The electronic and intercom system must be completely operational before the County accepts the final completion of the Work and issues final payment to the Contractor.

C. The Contractor shall submit a written request for payment to the County when payment is due under this Agreement. Upon the County's receipt of the written request, the County shall issue a written certification of complete or partial acceptance or rejection of the contractual items or services for which payment is

sought.

The Contractor acknowledges and agrees that the County may not make any payment hereunder unless and until it has issued a written certification accepting the contractual items or services. Within thirty (30) days of the issuance of a written certification accepting the contractual items or services, the County shall tender payment for the accepted items or services. In the event the County fails to tender payment within thirty (30) days of the written certification accepting the items or services, the County shall pay late payment charges of one and one-half percent (1.5%) per month, until the amount due is paid in full.

D. In the event the Contractor breaches this Agreement, the County may, without penalty, withhold any payments due the Contractor for the purpose of set-off until such time as the County determines the exact amount of damages it suffered as a result of the breach.

E. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payment.

5. EFFECTIVE DATE AND TERM

This Agreement shall, upon due execution by all parties, become effective as of the date first written above and shall terminate on June 30, 2014, unless earlier terminated pursuant to Section 4, "TERMINATION," of this Agreement.

6. TERMINATION

A. Termination of Agreement for Cause. Either party may terminate the Agreement based upon any material breach of this Agreement by the other party. The non-breaching party shall give the breaching party written notice of termination specifying the grounds for the termination. The termination shall be effective thirty (30) days from the breaching party's receipt of the notice of termination, during which time the breaching party shall have the right to cure the breach. If, however, the breach cannot with due diligence be cured within thirty (30) days, the breaching party shall have a reasonable time to cure the breach, provided that, within thirty (30) days of its receipt of the written notice of termination, the breaching party began to cure the breach and advised the non-breaching party in writing that it intended to cure.

B. Termination for Convenience of the County. The County may, in its discretion, terminate this Agreement at any time for any reason by giving the Contractor written notice of termination. The notice shall specify the effective date of termination, which shall not be less than fifteen (15) days from the Contractor's receipt of the notice. The County shall pay the Contractor for acceptable work, determined in accordance with the specifications and standards set forth in this Agreement, performed before the effective date of termination but shall not be liable for any work performed after the effective date of termination.

C. The County reserves the right to terminate this Agreement immediately if the County determines that there is or has been inappropriate behavior by the Contractor, its employees, or subcontractors.

7. INDEPENDENT CONTRACTOR

The Contractor, its agents, employees and any approved subcontractor(s) are independent contractors and are not employees or agents of the County. Accordingly, the Contractor and its agents and employees shall not accrue leave, participate in retirement plans, insurance plans, or liability bonding, use the County vehicles, or participate in any other benefits afforded to employees of the County. Except as may be expressly authorized elsewhere in this Agreement, the Contractor has no authority to bind, represent, or otherwise act on behalf of the County and agrees not to purport to do so.

8. CONTRACTOR AND CONTRACTOR'S PERSONNEL AND QUALIFICATIONS OF INSTALLERS

A. Contractor shall not subcontract any portion of the Work without the prior written approval of the County. All work performed under this Agreement shall be performed by the Contractor or under its supervision. The primary Contractor shall be wholly responsible for the entire performance and completion of the Work whether or not approved subcontractors are used. The County will make all payments to the prime Contractor only. Any of Contractor's subcontractors are required to have the same licensing and insurance coverage as the primary Contractor.

B. The Contractor represents that it has, or will secure at its own expense, all personnel required to discharge its obligations under this Agreement. Such personnel shall not be employees of nor have any contractual relationships with the County.

C. The Contractor shall have at least one technician who is manufacturer-certified for the installation maintenance and repair of equipment and products. These services may be provided by the manufacturer or by a manufacturer-certified employee of the Contractor.

D. The Contractor and its employees agree to cooperate with and to abide by the rules and requirements of the Corrections Department agency and to not interfere with the daily operations of the Department or to jeopardize the health, safety or welfare of the employees or general public conducting business within the Department.

E. All installers shall be experienced and regularly engaged in the installation of the equipment and systems required in this Agreement. Contractor shall have factory trained and certified installers available for configuration, integration, programming and installation of products provided.

F. After the award of this Contract and a Notice to Proceed is issued, Contractor shall not employ any employees, personnel, or subcontractors who have not completed a County-approved security clearance or background check. Any such employees, personnel or

subcontractors that Contractor may employ after the County's award of this Contract shall not begin any work until such clearance or background checks are complete for that employee or employee of a County-approved subcontractor.

G. The County and the Corrections Department reserves the right to escort Contractor or any of Contractor's employees or subcontractors off the premises or facility for any inappropriate conduct or actions that jeopardize the safety, security or well being of the facility. Inappropriate behavior by the Contractor, its employees, or subcontractors shall immediately cancel this Agreement. Any violation of any law by the Contractor, its employees or subcontractors will be prosecuted.

9. ASSIGNMENT

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the advance written approval of the County. Any attempted assignment or transfer without the County's advance written approval shall be null and void and without any legal effect.

10. SUBCONTRACTING

The Contractor shall not subcontract or delegate any portion of the services to be performed under this Agreement without the advance written approval of the County. Any attempted subcontracting or delegating without the County's advance written approval shall be null and void and without any legal effect.

11. INDEMNITY

A. The Contractor shall defend, indemnify, and hold harmless the County and its Elected Officials, agents, and employees from any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses (including but not limited to court costs and attorneys' fees) resulting from or directly or indirectly arising out of the Contractor's performance or non-performance of its obligations under this Agreement, including but not limited to the Contractor's breach of any representation or warranties made herein.

B. The Contractor agrees that the County shall have the right to control and participate in the defense of any such demand, suit, or cause of action concerning matters that relate to the County and that such suit will not be settled without the County's consent, such consent not to be unreasonably withheld. If a conflict exists between the interests of the County and the Contractor in such demand, suit, or cause of action, the County may retain its own counsel to represent the County's interest.

C. The Contractor's obligations under this section shall not be limited by the provisions of any insurance policy the Contractor is required to maintain under this Agreement.

12. RECORDS AND INSPECTIONS

A. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to the County as part of the procurement process, the Contractor agrees to (i) maintain such books and records during the term of this Agreement and for a period of three (3) years from the date of final payment under this Agreement; (ii) allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with generally accepted accounting principles ("GAAP").

B. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to County as part of the procurement process, the Contractor also agrees to require any subcontractor it may hire to perform its obligations under this Agreement to (i) maintain such books and records during the term of this Agreement and for a period of six (6) years from the date of final payment under the subcontract; (ii) to allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with GAAP.

13. APPROPRIATIONS AND AUTHORIZATIONS

This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Board of County Commissioners of the County and/or, if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and authorizations are not made in this or future fiscal years, this Agreement shall terminate upon written notice by the County to the Contractor. Such termination shall be without penalty to the County, and the County shall have no duty to reimburse the Contractor for expenditures made in the performance of this Agreement. The County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the County. The County's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Agreement shall be final and not subject to challenge by the Contractor in any way or forum, including a lawsuit.

14. PERMITS, FEES, AND LICENSES

The Contractor shall procure all permits and licenses, pay all charges, fees, and royalties, and give all notices necessary and incidental to the due and lawful performance of its obligations hereunder.

15. RELEASE

Upon its receipt of all payments due under this Agreement, the Contractor releases the County, its Elected Officials, officers, agents and employees from all liabilities, claims, and obligations whatsoever arising from or under or relating to this Agreement.

16. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval of the County.

17. PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHTS

A. The County has the unrestricted right to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other material prepared under or pursuant to this Agreement.

B. The Contractor acknowledges and agrees that any material produced in whole or in part under or pursuant to this Agreement is a work made for hire. Accordingly, to the extent that any such material is copyrightable in the United States or in any other country, the County shall own any such copyright.

18. CONFLICT OF INTEREST

The Contractor represents that it has no and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of its obligations under this Agreement.

19. NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED

This Agreement may not be modified, altered, changed, or amended orally but, rather, only by an instrument in writing executed by the parties hereto. The Contractor specifically acknowledges and agrees that the County shall not be responsible for any changes to Section 1, "SCOPE OF WORK," of this Agreement unless such changes are set forth in a duly executed written amendment to this Agreement. No change in the Scope of Work, Contract Time or Contract Sum shall be valid and effective unless approved by the Santa Fe Board of County Commissioners or the Santa Fe County Manager.

20. ENTIRE AGREEMENT; INTEGRATION

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this written Agreement. No prior or contemporaneous agreement, covenant or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

21. EQUAL OPPORTUNITY COMPLIANCE

A. The Contractor agrees to abide by all Federal, State, and local laws, ordinances, and rules and regulations pertaining to equal opportunity and unlawful discrimination. Without in any way limiting the foregoing general obligation, the Contractor

specifically agrees not to discriminate against any person with regard to employment with the Contractor or participation in any program or activity offered pursuant to this Agreement on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation, or gender identity.

B. The Contractor acknowledges and agrees that failure to comply with this Section shall constitute a material breach of this Agreement.

22. SEVERABILITY

If any term or condition of this Agreement shall be held invalid or non-enforceable by any court of competent jurisdiction, the remainder of this Agreement shall not be affected and shall be valid and enforceable to the fullest extent of the law.

23. COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW

A. In performing its obligation hereunder, the Contractor shall comply with all applicable laws, County ordinances, and SFCADF policies or regulations required by this Agreement.

B. This Agreement shall be construed in accordance with the substantive laws of the State of New Mexico, without regard to its choice of law rules. The Contractor and the County agree that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be the State District Court of New Mexico, located in Santa Fe County.

24. NOTICE OF PENALTIES

The Procurement Code, NMSA 1978, Section 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

25. NO THIRD-PARTY BENEFICIARIES

This Agreement was not intended to and does not create any rights in any persons not a party hereto.

26. FACSIMILE SIGNATURES

The parties hereto agree that a facsimile signature has the same force and effect as an original for all purposes.

27. LIMITATION OF LIABILITY

The County's liability to the Contractor for any breach of this Agreement by the County shall be limited to direct damages and shall not exceed the maximum amount of potential compensation

specified in Section 2, "COMPENSATION AND INVOICING", of this Agreement. In no event shall the County be liable to the Contractor for special or consequential damages, even if the County was advised of the possibility of such damages prior to entering into this Agreement.

28. NEW MEXICO TORT CLAIMS ACT

No provision of this Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by the County or its "public employees" at common law or under the New Mexico Tort Claims Act, NMSA 1978, § 41-4-1, et seq.

29. INSURANCE AND BONDING

A. General Conditions. The Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.

B. General Liability Insurance, Including Automobile. The Contractor shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than $1,050,000 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the County by the Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. The County of Santa Fe shall be a named additional insured on the policy.

C. Workers' Compensation Insurance. The Contractor shall comply with the provisions of the Workers' Compensation Act.

D. Increased Limits. If, during the life of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), the Contractor shall increase the maximum limits of any insurance required herein.

E. Malpractice/Errors and Omissions Insurance. Contractor shall procure and maintain during the life of this Agreement professional liability or errors and omissions insurance in amounts not less than $1,000,000 per occurrence, $2,000,000 per aggregate.

F. BONDING

Contractor shall furnish performance and payment bonds. These bonds shall be for 100% of the Contract Sum for the faithful performance of this Contract and the payment of the Contractor's duties under this Contract. The performance and payment bonds shall be in effect until one year after the County issues final payment to the

Contractor. All bonds shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. If the surety on the Contractor's performance or payment bonds is declared bankrupt or becomes insolvent or ceases to meet the requirements stated herein, Contractor shall immediately notify the County and provide another bond and surety that is approved by the County.

30. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

The Contractor hereby represents and warrants that:

A. It is a corporation duly organized and in good standing under the laws of the State of New Mexico.

B. This Agreement has been duly authorized by the Contractor, the person executing this Agreement has authority to do so, and, once executed by the Contractor, this Agreement shall constitute a binding obligation of the Contractor.

C. This Agreement and the Contractor's obligations hereunder do not conflict with the Contractor's articles of incorporation or by-laws or any corporate resolution adopted by the Contractor.

D. It will maintain throughout the life of this Agreement, its registration, licensure to conduct business in the State of New Mexico, and its status of "good standing" with the New Mexico Public Regulation Commission.

E. WARRANTIES OF WORKMANSHIP AND MATERIALS

Contractor shall complete all Work required under this Agreement in a professional and workmanlike manner. Contractor shall provide a warranty that equipment and system installed shall be free of all defects and fully functional and serving the purpose intended for a period of no less than three (3) years following completion of installation. Any defects or functional problems will be address immediately and without cost to the County during the three (3) year warranty period. The warranty shall include required maintenance, repair, part replacement, labor, service calls, travel and expenses. This warranty begins on the date of acceptance of the Work by the County.

If hardware or equipment incorporated into the system or Work required by this Agreement has a manufacturer's warranty which is of shorter duration that the warranty period described herein, any such equipment shall nevertheless be subject to the warranty required of the Contractor herein. Defects or repairs to any equipment that fails during the three (3) years warranty provided herein, shall be the responsibility of the Contractor.

Contractor warrants that all products and items in their unaltered form which are provided under this Agreement will perform in accordance with the manufacturer's published specifications.

Contractor warrants that all equipment and services provided under this Agreement will be compatible with existing systems. Compatibility means the ability to function or operation without error. This warranty includes the situation where one piece of equipment is used with another piece of equipment whether the equipment was produced by one manufacturer or multiple manufacturers. Any incompatibility of equipment selected by the Contractor or incompatibility of existing equipment left in place shall not affect or nullify the Contractor's warranty or any of the warranties of the manufacturers.

Contractor warrants that all equipment purchased under this Agreement will be new and undamaged and free from defect in material and workmanship. Contractor warrants that all software provided under this Agreement will be new and undamaged and will perform in accordance with the software product description. The warranty period for software products is the manufacturer's standard warranty period. This warranty period begins on the date of acceptance of the Work by the County.

F. EXTENDED WARRANTIES ON PRODUCTS AND EQUIPMENT

The County reserves the right to purchase an extended Annual Maintenance and/or Annual Warranty from Sierra Detention Systems for the entire system provided and installed under this Agreement at the terms and prices stated in their proposal (see Appendix A).

31. CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Contractor agrees to compute and submit simultaneous with execution of this Agreement a Campaign Contribution Disclosure Form approved by the County.

32. NOTICES

All notices required to be given to the County under this Agreement shall be mailed (pre-postage paid) to:

Santa Fe County
Legal Department
102 Grant Avenue / P.O. Box 276
Santa Fe, NM 87504-0276

All notices required to be given to the Contractor under this Agreement shall be mailed (pre-postage paid) to:

Meredith Pilcher
Director of Marketing
1177 South 4th Avenue
Brighton, CO 80601

CT Corporation System
123 E. Marcy Street
Santa Fe, NM 87501

33. SURVIVAL

The provisions of following paragraphs shall survive termination of this Contract; INDEMNITY, RECORDS AND INSPECTION, RELEASE, CONFIDENTIALITY, COPYRIGHT, COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW, NO THIRD-PARTY BENEFICIARIES, NEW MEXICO TORT CLAIMS ACT, INSURANCE, WARRANTIES, AND SURVIVAL.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

SANTA FE COUNTY

Virginia Vigil, Chair
Santa Fe County Board of Commissioners

Date: 9/13/11

ATTEST

Valerie Espinoza, Clerk

Date: 9/13/11

APPROVED AS TO FORM

Stephen C. Ross
Santa Fe County Attorney

August 3, 2011
Date

FINANCE DEPARTMENT

Teresa C. Martinez
Santa Fe County Finance Director

Date

CONTRACTOR

(Signature)

4 August 2011
Date

Keith Thoene - COO
(Print name and title)

FEDERAL IDENTIFICATION NUMBER: 84-1469189

FINANCE DEPARTMENT

Teresa C. Martinez
Santa Fe County Finance Director

8/8/11
Date

CONTRACTOR

(Signature)

Date

(Print name and title)

FEDERAL IDENTIFICATION NUMBER: _____

SIERRA
DETENTION SYSTEMS

Appendix A

Cost Proposal

Santa Fe County Adult Detention Center

To: **Santa Fe County, New Mexico**

Project: **Electronic System: Replace, Repair & Upgrade of Existing Door Controls, Intercom & Camera System**

Bid Date: **May 24, 2011**

This scope letter is in response to **RFP #2011-0187/CORR/TRV.**

Sierra Detention Systems proposes to furnish and install materials as listed in the RFP. This bid is also based on our site visit in May 2011. Please consider this proposal valid for ninety (90) days.

We acknowledge:

Addendum One	Dated: May 3, 2011
Addendum Two	Dated: May 10, 2011
Addendum Three	Dated: May 12, 2011
Addendum Four	Dated: May 18, 2011

CLARIFICATIONS:

1. We are proposing an entirely new DIGITAL intercom system. This represents considerable cost implications on the project, but we feel it is most advantageous to the facility. We are open to discussions regarding repairing your existing system.
2. Pricing for this control system is for a complete system. Due to the nature of takeover, etc., we are not able to honor breakout pricing in Appendix A, should the county desire to complete only a portion of this project. We are open to discussions regarding this issue.
3. We are able to integrate camera call-ups and utility control into the touch screen system for a minimal fee on this project but have not included them in this scope, as instructed by the RFP.
4. There are items in the RFP that we believe warrant more conversation and owner input prior to engineering the system. We are prepared to discuss these items and associated cost impacts to the project, both positive and negative.

EXCLUDED:

1. Taxes of any type.
2. Millwork of any type.
3. Camera Call-ups to be integrated into touch screen system.
4. Utility control to be integrated into touch screen system.
5. Integration with systems not specifically mentioned herein.

INCLUDED:

1. All engineering, coordination, and project management required to complete our scope of work as listed herein.
2. All coordination drawings, shop drawings, engineering drawings, submittal drawings and other supplemental CAD drawings required to complete our scope of work as listed herein and coordinate with other trades.
3. Operation and Maintenance manuals.
4. Three-year equipment and workmanship warranty.

5. Routine maintenance on installed equipment in semi-annual increments.
6. Testing, certification, and training.
7. Prevailing wage provisions.
8. Insurance requirements.
9. Payment and Performance bond.
10. Bid Bond.
11. Local permits.
12. Functionality as follows, where required.
    - Door control
    - Intercom control
    - Emergency release
    - Gate control
    - Door override (Interlock)
    - Door monitoring

Supply and install the following:

- **PLC-based touch screen control system**
  - Backplane mounted equipment (minimum one new backplane per equipment room)
    - Five (5) Omron Programmable Logic Controllers (PLC)
      - Master (1)
      - Alpha (1)
      - Bravo (1)
      - Charlie (1)
      - Delta (1)
      - **Medical & Booking will run on the same PLC as Master Control**
    - Approximately fourteen (14) Omron 64 pt. PLC Input Cards
      - Master/Medical/Booking (4)
      - Alpha (4)
      - Bravo (2)
      - Charlie (2)
      - Delta (2)
    - Approximately fourteen (14) Omron 64 pt. PLC Output Cards
      - Master/Medical/Booking (4)
      - Alpha (4)
      - Bravo (2)
      - Charlie (2)
      - Delta (2)
  - Rack mounted equipment (1 new rack per equipment room)
    - New Harding **DIGITAL** Intercom system
      - Master/Medical/Booking
        - Two (2) DCC 32
      - Alpha
        - Two (2) DCC 32
        - One (1) DCE 16
      - Bravo
        - One (1) DCC 32
      - Charlie
        - One (1) DCC 32
      - Delta
        - One (1) DCC 32
    - Five (5) Cisco managed network switches (1 per equipment room)
      - Master (1)
      - Alpha (1)
      - Bravo (1)
      - Charlie (1)
      - Delta (1)
  - Five (5) New Eaton Uninterruptible Power Supplies (UPS) (one per equipment room)
    - Appropriately sized for each equipment room

- New cable from touch screen control stations to respective equipment room
- New cable from each equipment room to Master equipment room
- HMI Software Licenses

- **Master Control**
  - Two (2) Dell tower workstations
  - Two (2) 24" ELO touch screens
  - Two (2) new intercom master stations
  - Two (2) new UPS
  - Control stations to be desktop style monitor
- **Medical**
  - One (1) Dell Tower Workstation
  - One (1) 19" ELO touch screen
  - One (1) new intercom master station
  - One (1) new UPS
  - One (1) new turret style enclosure for touch screen
- **Booking**
  - One (1) Dell Tower Workstation
  - One (1) 19" ELO touch screen
  - One (1) new intercom master station
  - One (1) new UPS
  - One (1) new turret style enclosure for touch screen
- **Alpha Pod**
  - One (1) Dell tower workstation
  - One (1) 24" ELO touch screens
  - One (1) new intercom master station
  - One (1) new UPS
  - One (1) new turret style enclosure for touch screen
- **Bravo Pod**
  - One (1) Dell tower workstation
  - One (1) 24" ELO touch screen
  - One (1) new intercom master station
  - One (1) new UPS
  - One (1) new turret style enclosure for touch screen
- **Charlie Pod**
  - One (1) Dell tower Workstations
  - One (1) 24" ELO touch screens
  - One (1) new intercom master station
  - One (1) new UPS
  - One (1) new turret style enclosure for touch screen
- **Delta Pod**
  - One (1) Dell Tower Workstation
  - One (1) 24" ELO touch screen
  - One (1) new intercom master station
  - One (1) new UPS
  - One (1) new turret style enclosure for touch screen

- **CCTV**
  - One (1) Pelco 8116 16-channel DVR
    - One TB disk space
  - Six (6) new Pelco analog fixed cameras
  - One (1) new Pelco analog PTZ camera
  - New enclosed server rack to accommodate new DVR
    - All wire, conduit, and programming required to integrate into existing CCTV system
- **Intercom System**
  - One hundred fifty nine (159) stainless steel intercom field devices

- **SPARE EQUIPMENT:**
  - One (1) Dell tower workstation
  - Two (2) 24" ELO touch screens
  - One (1) Omron PLC

- One (1) Omron PLC power supply
- Two (2) intercom field devices
- One (1) intercom master station

NOTES:
All field devices to be controlled or monitored shall be in working order at the responsibility of the owner prior to commissioning control system. All non-functional equipment shall be deemed a pre-existing condition. Sierra will test all devices prior to beginning any commissioning. This includes, but is not limited to locks, doors, door closers, door position switches, intercoms, any wiring to be reused, sally port doors, and openers.

Our base bid price for this work is: $ **483,077.00**
(four hundred eighty three thousand seventy seven dollars and no/cents)

ADD ALTERNATES:

1. Maintenance on electronics, controls, PLC's, intercoms ENTIRE FACILITY**.
   - Extend maintenance for Year 4
   - Two visits per year
   - Sierra is responsible for ENTIRE control system
   - Parts not included
   - Emergency Calls
     - 24 hour response time
     - $125 per hour
   - Non-emergency calls
     - 1-week call ahead
     - $100 per hour
     - Banked hours can be used in advance as emergency calls

Estimated Annual Maintenance Cost: $ **15,600.00**
(fifteen thousand six hundred dollars and no/cents)

2. Extended warranty on electronics, controls, PLC's, intercoms ENTIRE FACILITY.**
   - Parts and Labor warranty for Year 4

Estimated Annual Warranty Cost: $ **25,200.00**
(twenty five thousand two hundred dollars and no/cents)

NOTE:
This is a maintenance estimate to include ALL control stations, intercom and head-end equipment. For an additional fee, we can include the CCTV system for the entire facility. Sierra Detention Systems will work with county personnel to customize the scope and pricing of a maintenance contract to make it most beneficial for the county.

Please call with any questions. We look forward to working with Santa Fe County on this project.

Respectfully,

Kurt Potts
Business Development | kpotts@sierradetentionsystems.com | 720.881.6870