



CORNERSTONE

8/14/2025

W6484 Design Drive
Greenville, WI 54942
920.749.2840

08142025R1

TO: Rosaysela Lopez

RE: **Monterey County Computer Upgrade
Salinas, CA**

Scope of Work

Cornerstone proposes to provide new workstation computers in the old and new jails for detention controls, with a new wonderware application, written to match the style of the old jail controls, and re-write the PLC program.



Security Electronics

Part 1 - Software and Computer Upgrade (NEW JAIL) Scope of Work:

- 1.1 - Security System Touch Screen Control
 - Provide (6) new workstation computers, running Windows 11, and a new wonderware application written to match the style of the old jail controls
 - Provide (6) 27" touch screen monitors
 - Provide a Security Management System (SMS) computer for event logging
 - Existing Harding System and Masters to be reprogrammed and reused.
- 1.2 - Programmable Logic Controller (PLC)
 - Re-write the PLC program
 - Cornerstone will reuse the existing PLC processors, I/O, and relays.

Part 2 - Computer Upgrade (OLD JAIL) Scope of Work:

- 2.1 - Security System Touch Screen Control
 - Provide (7) new workstation computers, running Windows 11, screen layout and style to remain the same.
 - Reuse existing touch screen monitors.

Part 3 - Clarifications for SEC Scope of Work:

- 3.1 - Provide technicians on-site to install and test the new system.
- 3.2 - Cornerstone will coordinate with the facility to connect new workstation computers to facility provided NTP server.
- 3.3 - Provide full security system pre-test documenting current functionality.
- 3.4 - Provide system engineering and programming.
- 3.5 - Provide onsite start-up, testing and commissioning of the system.
- 3.6 - Provide training to owner on system.
- 3.7 - Provide 1-year warranty on parts and labor.

Part 4 - Security Electronics Inclusions:

- 4.1 - Submittals development, project coordination, engineering, and documentation as specified.
- 4.2 - Equipment delivery to jobsite.
- 4.3 - Installation of the equipment that we provide, unless noted otherwise.
- 4.4 - Programming, on-site startup, final testing and commissioning as specified.
- 4.5 - Warranty as specified.



Part 5 - Security Electronics Exclusions:

- 5.1 - Consoles, base metal, casework, millwork, and laminated counter/desktops.
- 5.2 - Labor to receive, unload, distribute, layout, and installation of materials supplied by us but designated for installation by the General Contractor or Others accept as noted herein.
- 5.3 - Site storage containers and facilities properly secured and protected for materials supplied by us but designated for installation by the General Contractor or Others accept as noted herein.
- 5.4 - Installation of materials supplied by others accept as noted herein.
- 5.5 - Painting, except for touchup where required to materials that we provide and install.
- 5.6 - Bituminous coatings, asphalt paint or other special coatings on material.
- 5.7 - Power supplies for any door control equipment not specifically included herein.
- 5.8 - Door locks, doors, and door hardware, turnstiles, vehicle barriers, bollards, gates, and arms not mentioned herein.
- 5.9 - Any work included or duplicated in Divisions/Specification Sections other than that specifically indicated as included herein.
- 5.10 - Conduit and raceway, innerducts, cable tray, metal wireway, j-hooks, sleeves and sleeve seals, hangers, and support systems (including for seismic), firestopping and firestopping devices, core drilling, standard backboxes, duct banks, handholes, etc., including labeling and painting/color-coding of conduits and pull boxes
- 5.11 - Power raceway, power wiring, power outlets, power distribution panels/breakers, and power terminations of any kind, including but not limited to that between equipment and circuit breaker panels and UPS power distribution points.
- 5.12 - Electrical grounding systems (we will provide a ground lug local to our equipment for connection to a grounding system provided by others; we will extend a grounding conductor and make connection to said grounding system provided it is in the same room as our equipment).
- 5.13 - Trenching, excavating, backfill, concrete work, or masonry work of any kind, including concrete foundations and pads for equipment cabinets, as well as wastes disposal and the setting of anchor bolts for exterior intercom pedestals and camera poles.
- 5.14 - Plywood Backboards.
- 5.15 - Any programming of systems provided by others.
- 5.16 - Certified/licensed professional services such as for Architects or Professional Engineer.
- 5.17 - Hazardous materials abatement - we assume in all cases that this will be provided by others.
- 5.18 - Demolition of existing.
- 5.19 - Condition of existing field devices and cabling that is to be re-used.
- 5.20 - **Performance and payment bond (if required add 1% to our bid amount).**
- 5.21 - **Proposal expires in 30 days.**



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Budget Pricing:

Software and Computer Upgrade in New Jail (Base Price): \$ 261,350.00

Computer Upgrade in Old Jail (Add to Base Price): + \$ 123,325.00

Combined Price: \$ 384,675.00

All prices are subject to Cornerstone's *Standard Inclusions, Exclusion, Terms, & Conditions* (attached).

We appreciate the opportunity of submitting the above proposal. Should you have any questions or comments concerning our proposal, please do not hesitate to call.

Sincerely,
Dillon Zoran
Estimator
dzoran@cornerstoneinc.com
Direct: 920-882-8850
Mobile: 920-205-2206

Jared Johnson
Northeast Regional Manager
jjohnson@cornerstoneinc.com
Direct: 920-882-8845
Cell: 920-505-0104

Purchase Order Terms & Conditions

This Purchase Order Terms and Conditions (this "Agreement") is made and entered into as of _____, 20____ (the "Effective Date"), by and between [buyer name], ("Buyer") and Cornerstone Detention Productions, Inc. ("CORNERSTONE"). CORNERSTONE and Buyer are individually referred to herein as a "Party" and collectively as "Parties."

For and in consideration of the mutual promises and covenants contained hereinafter, the sufficiency and adequacy are hereby acknowledged by both parties, intending to be legally bound, CORNERSTONE and Buyer agree as follows:

1. Definitions. "Goods" means all materials, supplies, articles, equipment, structures, associated labor, work, or services covered by this Order, and "Order" means the purchase order issued by CORNERSTONE to Buyer and these Terms and Conditions. "SOW" means any statement of work describing the deliverables attached to this Agreement. Any SOW shall be attached as Exhibit A to this Agreement. These Terms and Conditions are incorporated by reference into the purchase order issued to CORNERSTONE by Buyer. CORNERSTONE rejects any additional or different terms set forth in any document of the Buyer unless and to the extent CORNERSTONE has expressly agreed to any such term and included it in the Order.

2. Acceptance and Inspection. Buyer shall, within seven (7) calendar days after the receipt of each shipment of Goods, inspect the Goods and, after such inspection, (a) accept the shipment as a whole (as to quantity and obvious damage of Goods only), (b) reject the shipment as a whole or (c) reject the Non-Conforming Goods and accept the rest; provided, however, that any acceptance by Buyer in accordance with clause (a) or clause (c) shall not preclude any warranty claims by Buyer. In rejecting any shipments either in whole or in part, Buyer shall notify Cornerstone in writing of the reason for the rejection and return the Non-Conforming Products to Cornerstone for confirmation of the defect and credit of any price previously paid by Buyer for such Non-Conforming Goods. If Buyer has not timely notified Cornerstone of rejection, then the Goods shall be deemed to have been accepted by Buyer. The act of payment for Goods shall not signify acceptance.

3. Cancellation and Changes. CORNERSTONE reserves the right to cancel this Order, in whole or in part, prior to receipt of Buyer's acknowledgment or for any other reason whatsoever. Buyer shall have the right (by written change hereto, including revised drawings, specifications, and other transmittals) to change the specifications or requirements for Goods ordered. If any change affects the price or delivery date of such Goods, CORNERSTONE shall forthwith so notify Buyer in writing of such change to Buyer and submit a written claim for adjustment of price and/or delivery date. No substitution will be permitted under this Order except upon written change hereto.

4. Packaging and Shipping. CORNERSTONE shall deliver the Goods in good condition and properly package them for shipment in accordance with Buyer's requirements, if any. CORNERSTONE must use correct packing and shipping classification descriptions to obtain the lowest applicable shipping rates. If routing is specified on the Order, CORNERSTONE must strictly comply before shipment. No charge for packing, boxing, crating, trucking, or special services of any kind will be allowed unless specifically authorized in the Order. All shipping documents must reference Buyer's purchase order number.

5. Title and Risk of Loss. Unless otherwise specified on the purchase order, title to the Goods shall pass to Buyer upon shipment.

6. Warranties. CORNERSTONE expressly warrants that all Goods furnished shall be free from defects in design, material, and workmanship, shall conform to the specifications, drawings, samples, or other description upon which this Order is based, shall be merchantable, fit and suitable for the purpose intended, shall be of the best quality of their respective kinds, and shall be of sufficient size, capacity and materials to fulfill in all respects the operating conditions specified. CORNERSTONE shall promptly replace any nonconforming Goods, without cost to Buyer, if the nonconformity is observed within one year from the date such Goods are placed in use. CORNERSTONE represents and warrants that it is properly licensed, and its employees, agents, subcontractors, and representatives are qualified and competent to perform the Work and that the Work shall be performed in accordance with accepted standards and shall conform to the requirements of this Order. Any Work not so performed or not in conformity herewith shall be corrected by CORNERSTONE at no cost to Buyer. Nothing in Section 6 shall be deemed to apply to: material which has been misused, abused, or neglected by the Buyer; defects or damage caused by failure of work by others; ordinary wear and tear; or normal equipment adjustments which are within the Buyer's operation and maintenance responsibility.

7. Invoices and Payments. Payment terms will be net 30, meaning that payment is due within 30 days of Buyer's receipt of a conforming invoice, or as otherwise specified in the relevant purchase order. CORNERSTONE's payment terms shall take precedence over any other payment terms.

8. Force Majeure. Except for failure to meet the delivery deadline, if either party is unable to perform its duties due to acts of God, acts of government or military authority, epidemics, (but only so long as the affected party has not applied for or assisted in the application for, and has opposed to the extent reasonable, such actions by any court or governmental authority), fires, floods, windstorms, explosions, natural disasters, epidemic or pandemic, war, terrorism, riot, sabotage, blockades or embargoes, or other similar causes beyond the control of the party which the party could not have reasonably foreseen or provided against, such failure to perform shall not constitute a default hereunder. The party so prevented from performing shall give written notice to the other party within five days of such event, with a description and estimated duration of said force majeure event. If a force majeure event continues for more than 30 days, the other party may terminate this Order immediately upon written notice. Under no circumstances shall a labor dispute, strike, lockout or other work stoppage constitute an event of force majeure.

9. Indemnification.

10.1. Buyer shall indemnify, defend, and hold harmless CORNERSTONE and its agents, employees, and representatives from and against any claims, losses, actions, causes of action, suits, demands, damages, liabilities, judgments, penalties, fees, fines, forfeitures, expenses, injury, death, or property damage, including attorney's fees and court costs, arising out of or relating to: (1) Buyer's breach of any provision of this Order; (2) violation of any law; or (3) the actions, omissions, negligence or intentional misconduct of Buyer, its employees, agents, or subcontractors (to whatever tier), excluding claims or losses caused by the sole negligence of CORNERSTONE.

10.2. CORNERSTONE shall indemnify, defend, and hold harmless Buyer and its agents, employees, and representatives from and against any claims, losses, actions, causes of action, suits, demands, damages, liabilities, judgments, penalties, fees, fines, forfeitures, expenses, injury, death, or property damage, including attorney's fees and court costs, arising out of or relating to: (1) the Goods; (2) CORNERSTONE'S breach of any provision of this Order; (2) violation of any law; or (3) the actions, omissions, negligence or intentional misconduct of CORNERSTONE, its employees, agents, or subcontractors (to whatever tier), excluding claims or losses caused by the sole negligence of Buyer.

10. Limitation on CORNERSTONE's Liability. In no event shall CORNERSTONE be liable for anticipated profits or for incidental or consequential damages. CORNERSTONE's liability on any claim of any kind for any loss or damage (arising out of, or in connection with, or resulting from this agreement or from performance or breach) shall in no case exceed the price allocable to the goods or services which gives rise to the claim.

11. Intellectual Property. CORNERSTONE will investigate, indemnify and defend Buyer and its affiliated companies, their directors, officers, employees, invitees, agents and customers ("Indemnitees") against any actual or alleged claims of infringement or other assertions of proprietary rights violations and resulting damages and expenses (including reasonable attorney's and other professional fees) arising in any way in relation to the Products or services under the Agreement. If such a claim results, or is likely to result, in an injunction or other order that would prevent Supplier from producing or supplying, or Indemnitees from using, applicable Products or services, Buyer shall at its expense either (i) secure a license of the applicable Intellectual Property that permits Buyer to continue producing or supplying, and Indemnitee to continue using, applicable

Products or contracted services, or (ii) if requested by Cornerstone and solely in conformity with any requirements of Cornerstone, modify the Products or contracted services so that they become non-infringing, so long as the modification does not materially alter the operation or performance of the Products or contracted services or (iii) replace the Products or contracted services with non-infringing but practically equivalent goods or services, equivalency to be determined by Cornerstone in its reasonable discretion.

13. Confidential Information. All documentation, pricing information, financial information, drawings, specifications, technical data, or other information furnished to a Party by the other Party in connection with this Order are and shall remain the property of the Party furnishing the confidential information, and shall not be copied or otherwise reproduced or used in any way except in connection with performance under this Order, or disclosed to third parties or used in any manner detrimental to the interests of the other party. Upon completion, termination, or cancellation of this Order, the non-furnishing Party shall promptly return to the other Party or destroy (if requested by the Party) all such information furnished by the other Party in connection with this Order. Neither Party will be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal, or is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law. If a Party files a lawsuit against the other Party for retaliation for reporting a suspected violation of law, the Party may disclose the trade secrets to its attorney and use the trade secret information in that court proceeding only if it files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order.

14. Termination/Suspension/Remedies. CORNERSTONE shall have the right to terminate all or any part of this Order for its convenience. Upon such termination, Buyer shall be reimbursed for its reasonable and necessary direct costs resulting therefrom which are substantiated by evidence satisfactory to CORNERSTONE. Buyer may terminate this order or any part of it for cause in the event of any default by CORNERSTONE or if CORNERSTONE fails to comply with any of the terms and conditions of this offer. All rights and remedies provided in the Order are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available.

15. Compliance with Laws. Each party shall at their own expense comply with all applicable federal, state, and local codes, laws, regulations, standards, and ordinances in the performance of the Order. This shall include all federal and state laws and regulations relating to environmental matters, the handling of hazardous or dangerous materials, data protection and privacy, wages, hours, and conditions of employment, subcontractor selection, occupation health/safety, motor vehicle safety, and employment discrimination laws, including Title VII of the Civil Rights Act of 1964, as amended, wage and hour laws, the Occupational Safety and Health Act of 1970 ("OSHA"), the Foreign-Trade Zones Act of 1934, the Anti-Kickback Act of 1986, the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996. Buyer warrants the same for its subcontractors and Buyers.

16. Hazardous Materials and Material Safety Data Sheets. When applicable, CORNERSTONE shall properly label all containers of hazardous materials or components and furnish a Safety Data Sheet ("SDS") for each hazardous material supplied in compliance with applicable laws, including, but not limited to, the federal OSHA Hazard Communication Standards, 29 C.F.R. § 1926.59 and 29 C.F.R. § 1910.1200 (when applicable). Failure to provide the SDS or proper labeling on the containers may result in the rejection of the shipment. Buyer shall be responsible for all shipping charges related to such rejection.

17. Independent Contractor/Subcontractors. CORNERSTONE shall be an independent contractor for all purposes of this Order. Nothing contained in the Order shall create any contractual relationship between CORNERSTONE, Buyer, or any of their subcontractors, nor shall the Order create any obligation on the part of a Party to pay or see that payment is made to any such subcontractors. Neither Party may assign, transfer, delegate, or subcontract any of its rights or obligations under this Order without the prior written approval of the other Party. Such approval shall not in any way relieve a Party of any responsibility under this Order. Each Party shall be responsible for the acts or omissions of its subcontractors.

18. Governing Law. This Agreement and each Statement of Work shall be governed by and interpreted in accordance with the laws of the State of Alabama, without giving effect to its principles governing conflicts of law.

19. Waiver of Jury Trial. CORNERSTONE and Buyer expressly waive any right they may have to a trial by jury in any legal proceeding commenced by either party in connection with this Agreement and shall try any proceeding exclusively by a court without a jury. Each party waives the right to have a jury trial in any proceeding for any defense, claim of set-off, claim of recoupment, counterclaim, or third-party action. CORNERSTONE and Buyer specifically acknowledge that their execution of this Agreement with the waiver of jury trial is a material inducement for their entering into this Agreement.

20. Assignment. Neither party may assign, delegate, or transfer this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, either party may assign, delegate, or transfer this Agreement to any affiliate of such party for so long as such assignee, delegate, or transferee remains an affiliate of such party. Any assignment, delegation, or transfer in violation of this provision shall be void and without legal effect.

21. Entire Agreement. This Agreement, together with the Order, set forth the entire understanding of the parties with respect to the subject matter hereof and thereof. This Agreement supersedes all prior or simultaneous representations, discussions, negotiations, letters, proposals, agreements, and understandings between the parties hereto with respect to the subject matter hereof, whether written or oral. This Agreement and each Order may be amended, modified, or supplemented only by a written instrument duly executed by an authorized representative of each of the parties. Parties agree that any other terms, including printed terms in any purchase order or invoice or such other similar documents will not be binding between the parties.

22. Third Party Beneficiaries. Except as expressly stated herein, nothing in this Agreement or any Statement of Work shall confer any rights upon any person other than the parties hereto and their respective successors and permitted assigns.

23. Dispute Resolution. The construction, interpretation, and performance of this Order and all transactions under it shall be governed by the laws of the State of Alabama, without regard to conflict of law provisions thereof. Any disputes between the parties shall be litigated in the appropriate state or federal court of jurisdiction in Montgomery County, Alabama. CORNERSTONE, at its option, may also invoke binding and exclusive arbitration with respect to any dispute under this Order in Montgomery, Alabama, under the American Arbitration Association's Commercial Arbitration Rules.

24. Waiver. No term or provision of this Agreement or any Statement of Work will be considered waived by either party, and no breach will be consented to by either party unless such waiver or consent is in writing and signed on behalf of the party against whom it is asserted. No consent to or waiver of a breach of this Agreement or any Statement of Work by either party, whether express or implied, will constitute a consent to, waiver of, or excuse for any other, different, or subsequent breach of this Agreement or any Statement of Work by such party.

25. Severability. Any provision of this Agreement or any Statement of Work that is determined to be invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability in such jurisdiction without rendering invalid or unenforceable the remaining provisions of this Agreement or such Statement of Work, or affecting the validity or enforceability of such provision in any other jurisdiction.

26. Survival of Obligations. The provisions of this Agreement that, by their sense and context, are intended to survive the termination of this Agreement.

27. Notices. All notices provided for or permitted under this Agreement shall be deemed effective upon receipt and shall be in writing and (i) delivered personally, (ii) sent by commercial overnight courier with written verification of receipt, or (iii) sent by certified or registered U.S. mail, postage prepaid and return receipt requested, to the party to be notified, at the address for such party set forth below, or at such other address of such party specified in the opening paragraph of this Agreement. Notices to Cornerstone shall be sent to the attention of the Legal Department at 2511 Midpark Road, Montgomery, Alabama 36109, with a copy to cdp.license@cornerstonedetention.com. Notices to Buyer shall be sent to the attention of its _____, with a copy to [email address].

28. Counterparts. This Agreement may be executed in two or more counterparts, all of which shall constitute the same instrument. Each such counterpart shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.