

CONTRACT NUMBER MA-060- 18010198
 BETWEEN
 THE COUNTY OF ORANGE SHERIFF-CORONER DEPARTMENT
 AND
 SIDEPATH, INC.
 FOR
 EMC CORPORATION COMPUTER EQUIPMENT: STORAGE RELATED PERIPHERALS &
 SERVICES

This Contract MA-060-18010198 for EMC Corporation Computer Equipment: Storage Related Peripherals & Services (hereinafter referred to as “Contract”) is made and entered into as of the date fully executed by the County of Orange, a political subdivision of the State of California (hereinafter referred to as “County”) and Sidepath Inc., with a place of business at 22892 Mill Creek Dr., Laguna Hills, CA 92653 (hereinafter referred to as “Contractor”), with County and Contractor sometimes individually referred to as (“Party”), or collectively referred to as (“Parties”).

ATTACHMENTS

This Contract is comprised of this document and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

- Attachment A - Scope of Work
- Attachment B – Compensation and Payment Terms
- Attachment C - California Participating Addendum No. 7-15-70-34-004 and State of Minnesota WSCA-NASPO ValuePoint Master Agreement No. MNWNC-109

RECITALS

WHEREAS, the Minnesota WSCA-NASPO Cooperative Purchasing Program has issued a NASPO ValuePoint Master Agreement No. MNWNC-109 for EMC Corporation Computer Equipment: Storage Related Peripherals & Services for use by all public agencies, included in Attachment C; and

WHEREAS, the State of California has issued a California Participating Addendum No. 7-15-70-34-004 on behalf of all California political subdivisions, included in Attachment C; and

WHEREAS, County desires to enter into a Contract with Contractor to supply the County with EMC Corporation Computer Equipment: Storage Related Peripherals & Services; and

WHEREAS, the Contractor is authorized as a reseller on WSCA-NASPO ValuePoint Master Agreement MNWNC-109 to provide EMC Corporation Computer Equipment: Storage Related Peripherals & Services.; and

NOW, THEREFORE, the Parties mutually agree as follows:

DEFINITIONS

“State of Minnesota” and “State” as used in Attachment C shall mean County of Orange, its employees and authorized representatives for purposes of this Contract.

ARTICLES

1. **Scope of Contract:** Contractor shall provide the County with EMC Corporation Computer Equipment: Storage Related Peripherals & Services in accordance with the terms and conditions in Attachment C, as modified herein.
2. **Term of Contract:** This Contract shall commence upon execution of all necessary signatures and shall be in effect ~~from April 1, 2020 through and including June 30, 2021~~ ~~through March 31, 2020~~. Contract may be renewed for ~~three (3)~~ two (2) additional one-year terms upon mutual agreement of both Parties, upon successful renewal of the WSCA-NASPO Master Agreement MNWNC-109. The County does not have to give reason if it decides not to renew. Contract shall be in effect for the terms specified, unless otherwise terminated by County.
3. **Compensation:** Contractor agrees to provide EMC Corporation Computer Equipment: Storage Related Peripherals & Services in accordance with the pricing as set forth in Attachment C, as modified herein. Total compensation under this Contract shall not exceed ~~\$3,000,000~~ \$2,500,000 per year, unless approved in writing by County.
4. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
5. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.
6. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.
7. **Insurance Requirements:** Contractor will need to comply with the following insurance requirements if making the deliveries to the County of Orange. No insurance is required if a common carrier makes deliveries to the County of Orange.

Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor, and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents', employees' or subcontractors' performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2) Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this contract, the County may terminate this contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the State of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

Coverage

Commercial General Liability

Minimum Limits

\$1,000,000 per occurrence
\$2,000,000 aggregate

Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Network Security & Privacy Liability	\$1,000,000 per claims made
Technology Errors & Omissions	\$1,000,000 per claims made \$1,000,000 aggregate

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing liability coverage as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees and agents as Additional Insureds, or provide blanket coverage, which will state "As Required By Written Contract."
- 2) A primary non-contributing endorsement using ISO Form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement naming the County of Orange, its elected and appointed officials, officers, agents and employees as Additional Insureds for its vicarious liability.
- 2) A primary and non-contributing endorsement evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers,

employees and agents, or provide blanket coverage, which will state As Required By Written Contract.

All insurance policies required by this contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, employees and agents when acting within the scope of their appointment or employment.

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the contract, upon which the County may suspend or terminate this contract.

If Contractor's Professional Liability, Technology Errors & Omissions and/or Network Security & Privacy Liability are "Claims Made" policy(ies), Contractor shall agree to maintain coverage for two (2) years following the completion of the Contract.

The Commercial General Liability policy shall contain a severability of interests clause, also known as a "separation of insureds" clause (standard in the ISO CG 001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

8. **Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

9. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as project manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.
10. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor:

Sidepath, Inc
22892 Mill Creek Dr.
Laguna Hills, CA 92653
Attn: Annie Chow
Phone: 949-748-8700
Email: annie@sidepath.com

County:

County of Orange
Sheriff-Coroner Department/Information & Technology
320 N. Flower Street
Santa Ana, CA 92703
Attn: Jerry Soto
Ph: 714-834-6706
Email: JSoto@ocsd.org

Assigned DPA:

County of Orange
Sheriff-Coroner Department/Information & Technology
320 N. Flower Street, 2nd Floor
Santa Ana, CA 92703
Attn: Maria Ayala, Buyer
Ph: 714-834-6360
Email: Mayala@ocsd.org

11. **Precedence:** The Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments
12. **Termination – Orderly:** After receipt of a termination notice from the County of Orange, the Contractor may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.
13. **Policies and Procedures:** Contractor, its subcontractors, the Contractor personnel, and all other agents and representatives of Contractor, will at all times comply with and abide by all Information Technology (IT) policies and procedures of the County that are provided or made available to Contractor that reasonably pertain to Contractor (and of which Contractor has been provided with advance notice) in connection with Contractor’s performance under this Contract. Contractor shall cooperate with the County in ensuring Contractor’s compliance with the IT policies and procedures described in this Agreement and as adopted by the County from time-to-time, and any material violations or disregard of such IT policies or procedures shall, in addition to all other available rights and remedies of the County, be cause for termination of this Agreement. In addition to the foregoing, Contractor shall comply with the following:
 - 13.1 **Security and Policies:** All performance under this Agreement, shall be in accordance with the County’s security requirements, policies, and procedures as set forth above and as modified, supplemented, or replaced by the County from time to time, in its sole discretion, by providing Contractor with a written copy of such revised requirements, policies, or procedures reasonably in advance of the date that they are to be implemented and effective (collectively, the “Security Policies”). Contractor shall at all times use industry best practices and methods with regard to the prevention, detection, and elimination, by all appropriate means, of fraud, abuse, and other inappropriate or unauthorized access to County systems accessed in the performance of services in this Agreement.
 - 13.2 **Information Access:** The County may require all Contractor personnel performing services under this Agreement to execute confidentiality and non-disclosure agreement concerning access protection and data security in the form provided by County. The County shall authorize, and Contractor shall issue, any necessary information-access mechanisms, including access IDs and passwords, and in no event shall Contractor permit any such mechanisms to be shared or used by other than the individual Contractor personnel to whom issued. Contractor shall provide each Contractor personnel with only such level of access as is required for such individual to perform his or her assigned tasks and functions. All County systems, and all data and software contained therein, including County data, County hardware and County software, used or accessed by Contractor: (a) shall be used and accessed by such Contractor solely and exclusively in the performance of their assigned duties in connection with, and in furtherance of, the performance of Contractor’s obligations hereunder; and (b) shall not be used or accessed except as expressly permitted hereunder, or commercially exploited in any manner whatsoever, by Contractor, at any time.

- 13.3 Enhanced Security Procedures: The County may, in its discretion, designate certain areas, facilities, or systems as requiring a higher level of security and access control. The County shall notify Contractor in writing reasonably in advance of any such designation becoming effective. Any such notice shall set forth in reasonable detail the enhanced security or access-control procedures, measures, or requirements that Contractor shall be required to implement and enforce, as well as the date on which such procedures and measures shall take effect. Contractor shall fully comply with and abide by all such enhanced security and access measures and procedures as of such date.
- 13.4 Breach of Security: Any breach or violation by Contractor of any of the foregoing shall be deemed a material breach of a material obligation of Contractor under this Contract and may be deemed an incurable and material breach of a material obligation of Contractor under this Contract resulting in termination.
- 13.5 Conduct on County Premises: Contractor shall, at all times, comply with and abide by all reasonable policies and procedures of the County (or that may be established thereby, from time to time) that pertain to conduct on the County's premises, possession or distribution of contraband, or the access to, and security of, the County's real property or facilities, to the extent that the Contractor has been provided with a copy of each such policy or procedure. Contractor shall exercise due care and diligence to prevent any injury to persons or damage to property while on the County's premises. The operation of vehicles by either Party's personnel on the other Party's property shall conform to posted and other applicable regulations and safe-driving practices. Vehicular accidents occurring on a Party's property and involving either Party's personnel shall be reported promptly to the appropriate Party's personnel. Each Party covenants that at all times during the Term, it, and its employees, agents, and Subcontractors shall comply with, and take no action that results in the other Party being in violation of, any applicable federal, state, and local laws, ordinances, regulations, and rules. Each Party's personnel shall clearly identify themselves as the appropriate Party's personnel and not as employees of the other Party. When on the other Party's premises, each Party's personnel shall wear and clearly display identification badges or tags, as approved by the other Party.
- 13.6 Security Audits: Each Contract Year, County may perform or have performed security reviews and testing based on an IT infrastructure review plan. Such testing shall ensure all pertinent County security standards as well as any customer agency requirements, such as federal tax requirements or HIPPA.

14. **Security Requirements:**

- A. Contractor shall, with respect to all employees of Contractor performing services hereunder:
1. Perform background checks as to past employment history.
 2. Inquire as to past criminal felony convictions.
 3. Ascertain that those employees who are required to drive in the course of performing services hereunder have valid California driver's licenses and no DUI convictions within two (2) years prior to commencement of services hereunder.
 4. Perform drug screening to determine that such employees are not users of illegal drugs or other substances.

- B. Contractor shall not assign to the County property any Contractor personnel as to whom the foregoing procedures indicate:
1. Inability or unwillingness to perform in a competent manner.
 2. Past criminal convictions for theft, burglary or conduct causing property damage or mental or physical harm to persons.
 3. Where such employee's duties include driving a vehicle, absence of a valid California driver's license or a DUI conviction within the prior two (2) years.
 4. Usage of illegal drugs or other substances.
- C. If any of the problems identified with respect to the Contractor's employees are discovered after assignment of an employee to County property, or if County otherwise reasonably deems an assigned employee unacceptable, Contractor shall remove and replace such employee at the County property.
- D. Nothing herein shall render any employee of Contractor an employee of County.
- E. THE CONTRACTOR'S PERSONNEL REQUIREMENTS:
1. All personnel to be employed in performance of the work under this Contract shall be subject to an Orange County Sheriff-Coroner Department ("Sheriff") Security Clearance. Clearances must be updated and renewed according to the Sheriff-Coroner Department Security Clearance policy.
 2. No person shall be employed on this work that has not received prior clearance from the Sheriff.
 3. Within 15 days of the effective date of this Contract, the Contractor shall prepare and submit a complete and accurate "Contractor Security Clearance" information form for all Contractor's employee who will be working on or who will need access to the Sheriff's facilities to perform work covered by this Contract. County project manager shall provide form(s) to Contractor's project manager. Contractor is also responsible for ensuring that any time an employee is assigned to work on Sheriff's facilities under this Contract that a Security Clearance form is submitted and approved prior to that employee requiring access to such premises for providing services under this Contract.
 4. Contractor shall be responsible for ensuring to submit updated Security Clearance forms in order to renew the Security Clearance. Updated forms shall be submitted at least ten (10) County working days prior to the expiration of an existing clearance; a security clearance is valid for twelve (12) months from the date of issuance.
 5. If, after a Security Clearance is granted but prior to the time for Security Clearance renewal, the Contractor becomes aware of new information relevant to the Security Clearance of an employee, i.e., a new arrest or conviction, the Contractor shall provide an updated form to the County so the security clearance may be reviewed in light of the new information.
 6. Contractor shall inform employees assigned to perform work under this Contract of their duty to inform Contractor of any change in information or new information that arises during the pendency or after approval of a Security Clearance.

7. Contractor Security Clearance information forms must be submitted on the original Sheriff's printed form. Facsimile or photocopy forms will not be accepted.
8. Contractor Security Clearance information forms shall be thoroughly and accurately completed. Omissions or false statements, regardless of the nature or magnitude, may be grounds for denying clearance.
9. The Sheriff will not give the reason an individual's clearance is denied, but will provide explanation to individual affected via U.S. Mail.

F. GENERAL SECURITY REQUIREMENT-AT WORKSITE:

1. All work areas shall be secured prior to the end of each workday.
2. Contractor's personnel shall have no contact, either verbal or physical, with inmates in the facility. Specifically:
 - a. Do not give names or addresses to inmates.
 - b. Do not receive any names or addresses from inmates.
 - c. Do not disclose the identity of any inmate to anyone outside the facility.
 - d. Do not give any materials to inmates.
 - e. Do not receive any materials from inmates (including materials to be passed to another individual or inmate).
3. Contractor's personnel shall not smoke or use profanity or other inappropriate language while on site.
4. Contractor's personnel shall not enter the facility while under the influence of alcohol, drugs or other intoxicants and shall not have such materials in their possession.
5. Failure to comply with these requirements is a criminal act and can result in prosecution.
6. Contractor's personnel shall plan their activities to minimize the number of times they must enter and exit a facility, i.e., transport all tools, equipment, and materials needed for the day at the start of work and restrict all breaks to the absolute minimum.
7. Contractor's personnel shall follow any special security requirements issued by the on-site contact person or escort Sheriff's Deputy.
8. Contractor's personnel shall report to the on-site contact person when either leaving or temporarily leaving the facility, and at the end of the workday.
9. Contractor's personnel shall immediately report all accidents, spills, damage, unusual conditions and/or unusual activities to the on-site contact person or any Sheriff's Deputy.
10. Contractor's personnel shall securely close and check all gates and doors to ensure that they are tightly closed and locked.
11. Contractor's personnel shall restrict all activities to the immediate work site and adjacent assigned areas.
12. Contractor's personnel shall remain with the assigned escort at all times, unless otherwise directed by the on-site contact person.
13. County shall provide relatively free reign for Contractor's personnel to move and perform work as necessary; however, workers will be escorted by a Sheriff Deputy

or authorized Correctional Programs personnel at all times.

14. Contractor's personnel may also be subject to cursory search of their person and equipment/tools, both upon entering and leaving the County jail facilities.
15. Contractor's personnel shall be responsible for submitting an itemized essential tool roster (See Exhibit 1) to Main Control upon entry to County jail facilities for installation of television(s) and enclosure(s). All essential tools shall be numbered and labeled and be kept in a lockable container, subject to County's approval. Contractor's workers shall closely monitor all tools and materials at all times. Under no circumstances shall any tools be left unattended once brought into County jail facilities.

G. POTENTIAL DELAYS/INTERRUPTIONS:

1. Contractor shall acknowledge that the primary purpose of the detention facilities is the safe and secure operation of those facilities.
2. Contractor's personnel who enter a Sheriff facility but have not passed the security screening, or who have falsified the security screening information are subject to immediate removal from the facility. Contractor's personnel who have outstanding warrants or warrants may be detained by the Sheriff.
3. Contractor's personnel shall immediately comply with all directions and orders issued by Sheriff's personnel, other than changes regarding the quality or quantity of work, which will be controlled by the designated Authorized Service Requestor, County Project Manager, Contract Coordinator or the Contract Administrator.
4. Contractor's personnel may be delayed or denied access to the facility due to unforeseen events that may affect the availability of security escorts.
5. Contractor's personnel may be ordered to leave a facility prior to the completion of their work or the end of the workday by unforeseen incidents occurring within secure environments. Such unforeseen incidents may also cause Contractor's personnel to be held inside the facility until the incident is resolved by the Sheriff's personnel.

Contractor may be subject to an inventory requirement where the Contractor shall supply an inventory list of all tools. The Facility will use this list for verification of tools entering and exiting security. Any and all time required to comply with the tool inventory and control program will not be considered a compensable delay and no requests for equitable adjustment in time or additional compensation for this time will be considered.

Contract Signature Page

The Parties hereto have executed this Contract# MA-060-18010198 for EMC Corporation Computer Equipment: Storage Related Peripherals & Services on the dates shown opposite their respective signatures below.

Contractor*: Sidepath, Inc.

By: _____ Title: _____

Print Name: _____ Date: _____

Contractor*: Sidepath, Inc.

By: _____ Title: _____

Print Name: _____ Date: _____

**If the contracting party is a corporation, (2) two signatures are required: (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision.*

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

County Of Orange

A political subdivision of the State of California



Sheriff-Coroner Department

By: _____ Title: _____

Print Name: _____ Date: _____

Approved by the Board of Supervisors: _____

Approved as to Form
Office of the County Counsel
Orange County, California

by: _____

Deputy

ATTACHMENT A

Scope of Work

I. SCOPE OF WORK:

Contractor shall provide EMC Corporation Computer Equipment: Storage Related Peripherals & Services to the Sheriff in accordance with the terms, conditions, and pricing of WSCA-NASPO Master Agreement MNWNC-109, California Participating Addendum 7-15-70-34-004, included in Attachment C, and this Contract MA-060-18010198.

II. DELIVERY

All pricing is FOB: Destination for shipment based on standard freight methods. No shipping charges will be authorized for payment for merchandise ordered against this Contract, unless nonstandard Shipment is required by the County.

III. LEASES

Leases are not permitted under this Contract.

IV. SUBSTITUTIONS

Substitutions or alternate items for products ordered are not permitted

V. COUNTY LOCATIONS & CONTACT:

SHERIFF-CORONER DEPARTMENT /INFORMATION SERVICES BUREAU
320 N. Flower St.
Santa Ana, CA 92703

SHERIFF-CORONER DEPARTMENT/Annex
1045 Fuller Street
Santa Ana, CA 92701

Contact:

Jerry Soto, Support Services
jsoto@ocsd.org
(714) 834-6706

ATTACHMENT B

Compensation and Pricing Provisions

1. **Compensation:** This is a firm-fixed fee Contract between the County and Contractor for EMC Corporation Computer Equipment: Storage Related Peripherals & Services as set forth in Attachment C, WSCA-NASPO Master Agreement MNWNC-109 and California Participating Addendum 7-15-70-34-004, and as modified herein by Attachment A, "Scope of Work."

The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. **The County shall have no obligation to pay any sum in excess of the fixed rates specified herein unless authorized by amendment in accordance with this contract and WSCA-NASPO Master Agreement Terms and Conditions.**

2. **Fees and Charges:** County will pay fees in accordance to the Minnesota WSCA-NASPO Master Agreement Award -109 Exhibit B Pricing Schedule attached hereto in Attachment C.

~~Contract amount shall not exceed \$3,000,000 per year~~

Contract amount shall not exceed \$2,500,000 per year

3. **Proposal/Quote**

Contractor shall provide proposal/quote to requesting Sheriff departments at no cost to County. Contractor shall provide updated information pertaining to products, pricing to the requesting Sheriff department. The proposal/quote shall be valid for thirty (30) days.

4. **Price Increase/Decreases:** No price increases will be permitted during the first period of the price agreement. The County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of thirty (30) days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the County of Orange. The County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.
5. **Firm Discount and Pricing Structure:** Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.
6. **Contractor's Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.

7. **Payment Terms – Payment in Arrears:** Invoices are to be submitted in arrears to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Vendor shall reference Contract number on invoice. Payment will be net thirty (30) days after receipt of an invoice in a format acceptable to the County and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

8. **Taxpayer ID Number:** The Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.
9. **Payment – Invoicing Instructions:** The Contractor will provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:
- a. Contractor's name and address
 - b. Contractor's remittance address, if different from 1 above
 - c. Contractor's Taxpayer ID Number
 - d. Name of County Agency/Department
 - e. Delivery/service address
 - f. Master Agreement (MA) or Purchase Order (PO) number
 - g. Agency/Department's Account Number
 - h. Date of invoice
 - i. Product/service description, quantity, and prices
 - j. Sales tax, if applicable
 - k. Freight/delivery charges, if applicable
 - l. Total

Invoice and support documentation are to be forwarded to:

County of Orange
 Sheriff–Coroner Department
Information Services Bureau
 320 N. Flower St.
 Santa Ana, CA 92706
Attn: Jerry Soto

10. **Payment (Electronic Funds Transfer (EFT))**
 The County offers Contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to the County via an EFT Authorization Form. To request a form, please

contact the agency/department representative listed in Section 9. Notices. Upon completion of the form, please mail, fax or email to the address or phone listed on the form.

11. Year End and Final Invoices

At the end of each term of the Contract, and upon final termination, Contractor shall submit final invoices for services rendered or goods accepted by County under the Contract term (typically one year) within ninety (90) days. For example, if the term of a Contract ends, or the Contract expires without being renewed on June 30th, any and all invoices for services rendered or goods accepted by County during the preceding term of the Contract shall be submitted to County on or before September 28. In the event the ninetieth (90th) day falls on a weekend or County holiday, the deadline for submission of invoices shall be extended to the next business day. County holidays include New Year's Day, Martin Luther King Day, President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

Contractor's failure to submit invoices pursuant to the deadlines established herein may be deemed a breach and shall be a basis for the County to refuse payment.

ATTACHMENT C

MINNESOTA WASCA-NASPO VALUEPOINT MASTER AGREEMENT NO. MNWNC-109 AND CALIFORNIA PARTICIPATING ADDENDUM NO. 7-15-70-34-004

EXHIBIT 1**Orange County Sheriff's Department****Tool Control Guidelines for Contractors Working in Correctional Facilities**

The Orange County Sheriff's Department has implemented a Tool Control Program at the James A. Musick Facility, Intake Release Center, and Theo Lacy Facility. The purpose of the program is to increase the safety at the facilities by keeping dangerous tools out of the hands of inmates. All contractors entering one of these facilities will be required to comply with the program requirements. The security staff at these facilities will make every effort to minimize any inconvenience caused by this program. We are providing you these guidelines so you can prepare the necessary documentation in advance to minimize any delay entering the facility.

All contractors performing work inside the security area of the facilities will be required to have their tools inventoried upon entry to, and exit from the facility.

Instructions for persons entering the facility:

- Complete the attached inventory form listing all of the tools you will need to take inside (preferably prior to arrival at the facility). Limiting the number of tools needed, will speed your entry and departure.
- Present the written inventory at the entrance to the facility at which you are working.
- A member of the security staff will compare the tools you are taking into the facility to your written inventory and return the form to you after signing it.
- A member of the security staff will repeat the inventory on your way out of the building to make sure you have not left any tools at the job site.
- The security staff will retain the original inventory, but will make you a copy if you need one.
- Contractors performing regular work at these facilities should prepare advance inventories for each toolbox with a few blank lines at the bottom and store the inventories on a computer. When you need to come to a facility, you can print the appropriate pages to take with you and handwrite any additional special tools at the bottom.
- If needed, you will be allowed entry to the facility to look at the work to be done prior to determining what tools you will need to minimize the number of tools subject to the inventory requirement.

Instructions for vehicles entering the facility:

- All vehicles entering the secured parking area of any correctional facility operated by the Orange County Sheriff's Department will be subject to search and will be logged in and out at the gate.
- Vehicles entering the Intake Release Center or Theo Lacy Facility will not need to have the-tools inventoried. You will only need to inventory the tools to be carried inside the facility.
- Vehicles entering the James A. Musick Facility will need to be inventoried prior to entering and exiting the facility.

Contact Information if you have questions about this policy or need more information:

James A. Musick Facility • (949) 855-7777

Intake Release Center • (714) 647-6120

Theo Lacy Facility • (714) 935-6216

JOB TOOL INVENTORY LIST

Date: _____ Name: _____ WO# _____

*Security staff must initial and write down their badge number for both the in and out inventory.

	<u>Tool / Id #</u>	<u>In</u>	<u>Out</u>
1)	_____	<input type="checkbox"/>	<input type="checkbox"/>
2)	_____	<input type="checkbox"/>	<input type="checkbox"/>
3)	_____	<input type="checkbox"/>	<input type="checkbox"/>
4)	_____	<input type="checkbox"/>	<input type="checkbox"/>
5)	_____	<input type="checkbox"/>	<input type="checkbox"/>
6)	_____	<input type="checkbox"/>	<input type="checkbox"/>
7)	_____	<input type="checkbox"/>	<input type="checkbox"/>
8)	_____	<input type="checkbox"/>	<input type="checkbox"/>
9)	_____	<input type="checkbox"/>	<input type="checkbox"/>
10)	_____	<input type="checkbox"/>	<input type="checkbox"/>
11)	_____	<input type="checkbox"/>	<input type="checkbox"/>
12)	_____	<input type="checkbox"/>	<input type="checkbox"/>
13)	_____	<input type="checkbox"/>	<input type="checkbox"/>
14)	_____	<input type="checkbox"/>	<input type="checkbox"/>
15)	_____	<input type="checkbox"/>	<input type="checkbox"/>
16)	_____	<input type="checkbox"/>	<input type="checkbox"/>
17)	_____	<input type="checkbox"/>	<input type="checkbox"/>
18)	_____	<input type="checkbox"/>	<input type="checkbox"/>
19)	_____	<input type="checkbox"/>	<input type="checkbox"/>
20)	_____	<input type="checkbox"/>	<input type="checkbox"/>
21)	_____	<input type="checkbox"/>	<input type="checkbox"/>
22)	_____	<input type="checkbox"/>	<input type="checkbox"/>
23)	_____	<input type="checkbox"/>	<input type="checkbox"/>
24)	_____	<input type="checkbox"/>	<input type="checkbox"/>
25)	_____	<input type="checkbox"/>	<input type="checkbox"/>
26)	_____	<input type="checkbox"/>	<input type="checkbox"/>
27)	_____	<input type="checkbox"/>	<input type="checkbox"/>
28)	_____	<input type="checkbox"/>	<input type="checkbox"/>

Supervisor Review