

~~AMENDMENT NUMBER THREE  
TO  
ORIGINAL CONTRACT MA-060-17011748  
BETWEEN THE  
COUNTY OF ORANGE  
AND  
NTT AMERICA SOLUTIONS, INC.,  
(formerly DIMENSION DATA NORTH AMERICA, INC.)~~

~~This AMENDMENT NUMBER THREE to Contract number MA-060-17011748 (hereinafter "AMENDMENT NUMBER THREE") between the County of Orange, a political subdivision of the State of California, through its Sheriff-Coroner Department (hereinafter "COUNTY") and NTT America Solutions, Inc., formerly Dimension Data North America Inc., (hereinafter "CONTRACTOR") with a business address of 11006 Rushmore Drive, Suite 300, Charlotte, NC 28277, is made and entered upon execution of all necessary signatures;~~

~~RECITALS~~

~~WHEREAS, the County of Merced has issued a Master Price Agreement as Contract No. 2016071, through its Fast Open Contracts Utilization Services (FOCUS) program, now in effect from April 26, 2016 through and including April 25, 2021; and~~

~~WHEREAS, COUNTY and CONTRACTOR executed a Subordinate Contract to FOCUS Contract No. 2016071 for Telecommunications Technology Solution Services and Products on July 11, 2017, as Contract number MA-060-17011748 for the term of July 11, 2017 through and including April 25, 2018 (hereinafter "ORIGINAL CONTRACT"); and~~

~~WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL CONTRACT on April 24, 2018 as Contract number MA-060-18011492 for a one-year term of April 26, 2018 through and including April 25, 2019 (hereinafter "AMENDMENT NUMBER ONE"~~

~~);  
WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL CONTRACT on April 24, 2019 as Contract number MA-060-19011104 for a one-year term of April 26, 2019 through and including April 25, 2020 (hereinafter "AMENDMENT NUMBER TWO");~~

~~WHEREAS, COUNTY desires to renew the ORIGINAL CONTRACT as Contract number MA-060-20010909 for a one-year term of April 26, 2020 through and including April 25, 2021, and the CONTRACTOR has agreed to provide those services at the rates set forth in the ORIGINAL CONTRACT, as amended; and~~

~~WHEREAS, on October 1, 2019, Dimension Data North America, Inc., changed its name to NTT America Solutions, Inc., and the Parties desire to amend the ORIGINAL CONTRACT and all amendments thereto to reflect that name change;~~

~~NOW THEREFORE, in consideration of the mutual obligations set forth herein, both COUNTY and CONTRACTOR agree as follows:~~

~~1. ARTICLES~~

~~a. Additional Terms and Conditions, Provision 3. Term of Contract, is amended in its entirety as follows:~~

~~3. Term of Contract: This Contract shall commence upon execution of all necessary signatures and continue in effect from 7/11/17 through and including 4/25/2021, unless otherwise terminated by COUNTY. The period of 7/11/17 through and including 4/25/18 shall be known as Contract Number MA-060-17011748. The period of 4/26/18 through and including 4/25/19 shall be known as Contract Number MA-060-18011492. The period of 4/26/19 through and including 4/25/20 shall be known as Contract Number MA-060-19011104. The period of 4/26/20 through and including 4/25/21 shall be known as Contract Number MA-060-20010909. This Contract may not be renewed.~~

~~b. The Parties agree that wherever "Dimension Data North America, Inc." appears in the ORIGINAL CONTRACT, AMENDMENT ONE, and AMENDMENT TWO, it is hereby replaced with HNTT America Solutions, Inc."~~

~~2. A true and correct copy of the ORIGINAL CONTRACT (Contract Number MA-060-17011748) is attached hereto as Exhibit A and incorporated by this reference.~~

~~3. A true and correct copy of AMENDMENT NUMBER ONE (Contract Number MA-060-18011492) is attached hereto as Exhibit B and incorporated by this reference.~~

~~4. A true and correct copy of AMENDMENT NUMBER TWO (Contract Number MA-060-19011104) is attached hereto as Exhibit C and incorporated by this reference.~~

~~5. All other provisions of the ORIGINAL CONTRACT, AMENDMENT NUMBER ONE and AMENDMENT NUMBER TWO, except as amended herein and to the extent they are not inconsistent with this AMENDMENT NUMBER THREE, remain unchanged and in full force and effect;~~

~~-Signature Page to Follow-~~

~~IN WITNESS WHERE OF, the Parties have executed AMENDMENT NUMBER THREE to Original Subordinate Contract number MA-060-17011748.~~

~~\*Contractor: NTT America Solutions, Inc. (formerly Dimension Data North America, Inc.)~~

~~By: \_\_\_\_\_ Title: \_\_\_\_\_~~

~~Print Name: \_\_\_\_\_ Date: \_\_\_\_\_~~

~~\*Contractor: NTT America Solutions, Inc. (formerly Dimension Data North America, 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 office 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: \_\_\_\_\_

~~EXHIBIT A~~

~~ORIGINAL CONTRACT (Contract Number MA-060-17011748)~~

~~EXHIBIT B~~

~~AMENDMENT NUMBER ONE (Contract Number MA-060-18011492)~~

~~EXHIBIT C~~

~~AMENDMENT NUMBER TWO (Contract Number MA-060-19011104)~~

Subordinate Contract #MA-060-22010329 with  
 NTT America, Inc., is hereby issued per the terms and conditions of the  
 FOCUS Contract No. 2021360 for Telecommunications Technology

This Subordinate Contract MA-060-22010329 is made and entered into upon execution of all necessary signatures between NTT America, Inc., a Delaware corporation having its principal place of business at One Penn Plaza, Suite 1820, New York, NY 10001 (referred as “Contractor”), and the County of Orange, operating through its Sheriff-Coroner Department, a political subdivision of the State of California, with a place of business at 320 N. Flower Street, Ste 108, Santa Ana, CA 92703 (referred to as “County”) which are 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 incorporated by reference into this Subordinate Contract:

EXHIBIT A – FOCUS Contract No. 2021360  
 EXHIBIT B – Attachment A – Scope of Work/Pricing

#### RECITALS

WHEREAS, the County of Merced, has issued a Master Price Agreement (FOCUS) Contract No. 2021360, now in effect from November 16, 2021, through and including November 15, 2024; and

WHEREAS, County and Contractor desire to enter into a Subordinate Contract for telecommunication technology goods and services in connection with the Fast Open Contracts Utilization Services (FOCUS) Contract No. 2021360; and

WHEREAS, Contractor is willing to provide the services specified in this Subordinate Contract to County of Orange, Sheriff-Coroner Department; and

WHEREAS, COUNTY agrees to pay Contractor based on the pricing specified in this Subordinate Contract; and

WHEREAS, the County Board of Supervisors has authorized the Purchasing Agent or designee to enter into a Contract for telecommunications technology goods and services with the Contractor;

NOW, THEREFORE, the parties mutually agree:

1. Scope of Work: This Subordinate Contract specifies the terms and conditions by which Sheriff-Coroner Department will procure services in connection with the Fast Open Contracts Utilization Services (FOCUS) from the Contractor, hereinafter referred to as “Services” as more fully detailed in Attachment A, Scope of Work/Pricing.
2. Precedence: In the event of a conflict between the terms and conditions in this Contract and terms and conditions in the Attachments, the conflict shall be resolved by giving precedence first to the terms and conditions of this Contract, and then the terms and conditions of Attachment B, and then the terms and conditions of Attachment A.
3. Term of Contract: This Contract shall commence upon execution of all necessary signatures, and shall be effective through and including November 15, 2024, unless otherwise terminated

by County. Each renewal of this Contract may require approval by the County Board of Supervisors. The County does not have to give a reason if it elects not to renew.

Attachment B

4. Compensation & Payment: Contractor agrees to provide services in connection with the Fast Open Contracts Utilization Services (FOCUS) as set forth in Attachment A, Scope of Work/Pricing, at the fixed discounted rates specified in the FOCUS Contract No. 2021360. Compensation shall not exceed the amount of \$15,000,000 for the first contract term.
5. Invoicing: Vendor shall reference Contract Number MA-060-22010329 on all invoices. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange 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.

Invoices shall be submitted to the following location:

County of Orange

Sheriff Coroner/Accounts Payable

320 N. Flower Street

Santa Ana, CA 92703

Email: [ocsdaccountspayable@ocsheriff.gov](mailto:ocsdaccountspayable@ocsheriff.gov)

6. 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 trial to another county.
7. Notices: Any and all notices permitted or required to be given hereunder shall be deemed duly given (1) upon actual delivery, if delivery is by hand; or (2) upon delivery by the United States mail if delivery is by postage paid registered or certified return receipt requested mail. Each such notice shall be sent to the respective Party at the address indicated below or to any other address as the respective Parties may designate from time to time.

For Contractor: NTT America, Inc.  
One Penn Plaza, Suite 1820  
New York, NY 10001  
Attn: Edward Zapata  
Ph: 805-979-9012  
Email: [edward.zapata@global.ntt](mailto:edward.zapata@global.ntt)

County: County of Orange  
Sheriff Coroner Department/Technology Division  
Attn: Will Bogdan  
Ph: 714-834-4702  
Email: [TechnologyDivisionEM@ocsd.org](mailto:TechnologyDivisionEM@ocsd.org)

Assigned DPA: County of Orange  
Sheriff-Coroner Department/Purchasing Services Bureau  
320 N. Flower Street, 2<sup>nd</sup> Floor  
Santa Ana, CA 92703



This section replaces General Terms and Conditions, General Provisions, page 6, Section 6, Notices, of the FOCUS Contract No. 2021360.

8. Insurance Provisions: 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, employee's or subcontractor's 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. Attachment B

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

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$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
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 0012, CA 00 20, or a substitute form providing coverage at least 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, agents and employees* as Additional Insured's, 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.
- 3) 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, agents and employees 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, agents and employees 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 Technology Errors & Omissions 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 interest's clause also known as a "separation of insured's" clause (standard in the ISO CG 0001 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.

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[Redacted]

Signature Page

The Parties hereto have executed this Contract# MA-060-22010329 on the dates shown opposite their respective signatures below

Contractor\*: NTT America, Inc.

By: \_\_\_\_\_ Title: \_\_\_\_\_  
Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Contractor\*: NTT America, 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

**EXHIBIT A**

**FOCUS - Contract Number 2021360**

Contractor shall provide in writing an estimate to County for approval prior to placing an order.  
Contractor shall provide the County the minimum discount percent off List Price as follows:

Category	How Supplied	Discount % off List Price
<b>1.0 Communications Services</b>		
Call Center Solutions (with ACD)	Cisco	39%
Emergency Notification Solutions (Reverse 911)	Cisco	39%
Engineering/Consulting Services	NTT	10%
Integrated Voice Response	Cisco	39%
Voice over Internet Protocol (VOIP)	Cisco	39%
Unified Messaging (UM)	Cisco	39%
Long Distance Services (Switched, Dedicated)	No	
Telecommunications Systems (PBX)	No	
Telephone Handsets	Cisco	39%
Voice Mail Solutions	Cisco	39%
Wireless Voice Communication Services	Cisco	39%
<b>2.0 Application Systems</b>		
Development	NTT	10%
Installation Solutions	NTT	10%
Version Control Solutions	NTT	10%
<b>3.0 Infrastructure</b>		
Battery Backup Systems	Cisco	15%
Cabling Services	No	
Energy Auditing and Management Solutions	No	
<b>4.0 Enterprise Mobility Solutions</b>		
Mobile Device Management	NTT	10%
Mobile Devices (Tablets)	No	
Mobile Applications	No	
<b>5.0 Maintenance Services</b>		
	No	
<b>6.0 Network &amp; Enterprise Security Solutions</b>		
Firewall & Virtual Private Network (VPN) Solutions	Cisco	38.5%
Intrusion Detection/Prevention Solutions	Cisco	38.5%
	Tenable	3%
Network, Host & Enterprise Management Solutions	Cisco	38.5%
	Rubrik	7.08%
Transport Solutions (PRI, MPLS, Super-trunks, CO Business Lines, Optical, Satellite, Wireless)	No	
Video Solutions	Cisco	38.5%
Wireless Solutions (Wi-Fi)	Cisco	38.5%

<b>7.0 E-Government</b>		
Web Site Analytics	No	Attachment B
Web Site Content Management Solutions	No	
Web Site Design, Development, Hosting Services	No	
Web Site Development Tools	No	
Web Site Intranet Solutions	No	
Web Monitoring & Filtering Solutions	Cisco	38.5%
Web Site Portal Solutions	No	
<b>8.0 Enterprise Systems</b>		
Virtualization (Servers)	Cisco	38.5%
Virtual Desktop Infrastructure (VDI)	Cisco	10%
Anti-Virus, Spam, Spyware Solutions	Cisco	38.5%
	Tenable	3%
Data Encryption Products & Services	Cisco	38.5%
Helpdesk Solutions	NTT	10%
Hosting Services and Applications (Cloud and SaaS)	NTT	10%
	Rubrik	7.08%
Radio Frequency Identification (RFID)	Cisco	10%
Server, Storage & Data Management Products	Cisco	10%
Telepresence/Video Conferencing	Cisco	10%
<b>9.0 Training Solutions</b>	NTT	10%
<b>10.0 Consulting Services</b>	NTT	10%
<b>11.0 Other Goods and Services</b>	NTT	10%

Shipping Location  
 County of Orange  
 Sheriff Coroner Department/Technology Division  
 840 N. Eckhoff  
 Orange, CA 92868  
 Attn: Will Bogdan