AMENDMENT NUMBER FOUR FIVE TO SUBORDINATE CONTRACT MA-060-14012227 BETWEEN THE COUNTY OF ORANGE AND INTRATEK COMPUTER INC

This AMENDMENT NUMBER FOUR FIVE to Subordinate Contract Number MA-060-14012227 (hereinafter "AMENDMENT NUMBER FOUR FIVE") between the County of Orange, a political subdivision of the state of California (hereinafter "COUNTY") and Intratek Computer, Inc. (hereinafter "CONTRACTOR") with a place of business at 9950 Irvine Center Drive, Irvine, CA 92618-4357, is made and entered upon execution of all necessary signatures.

RECITALS

WHEREAS, the General Service Administration Federal Supply Service has issued a contract available on Schedule 70 pursuant to which State and local government entities have access to information technology goods and services offered, under Contract Number GS-35F-0178J for the Purchase and Warranty of Hardware Maintenance, Installation, Repair and Information Technology (IT) Consulting Services, Attachment A, the terms and conditions of which Contractor has confirmed are included in the Contract, and the details of the project are more fully detailed in Attachment C;

WHEREAS, COUNTY and CONTRACTOR executed a Subordinate Contract for Purchase and Warranty of Hardware Maintenance, Installation, Repair and Information Technology (IT) on September 9, 2014, per GSA Contract Number GS-35F-0178J as Contract Number MA-060-14012227 (hereinafter "ORIGINAL SUBORDINATE CONTRACT") for a one (1) year term of July 1, 2014 through and including June 30, 2015, renewable for four (4) additional, one-year terms; and

WHEREAS, COUNTY and CONTRACTOR amended the ORIGINAL SUBORDINATE CONTRACT on March 9, 2015 to remove all WebEOC services from Attachment B "Pricing and Payment Provision" and Attachment C "Scope of Work" (hereinafter "AMENDMENT NUMBER ONE");

WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL SUBORDINATE CONTRACT on May 27, 2015 for a one (1) term of July 1, 2015 through and including June 30, 2016 as Contract Number MA-060-15011629 and reduced the Compensation amount of \$369,450.00 by \$299,100.00 for a new not to exceed amount of \$70,350.00 (hereinafter "AMENDMENT NUMBER TWO");

WHEREAS, COUNTY and CONTRACTOR amended the ORIGINAL SUBORDINATE CONTRACT on September 14, 2015 to increase the Compensation amount of \$70,350.00 by \$29,650.00 for a new not to exceed amount of \$100,000.00 (hereinafter "AMENDMENT NUMBER THREE");

WHEREAS, COUNTY and CONTRACTOR increased the dollar amount of Subordinate Contract Number MA-060-15011629 desires to increase the dollar amount of

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Subordinate on June 28, 2016 for the term of July 1, 2015 through and including June 30, 2016, by \$9,000 for a new not to exceed amount of \$109,000, to pay for invoices for services provided by CONTRACTOR that have exceeded the \$100,000 of AMENDMENT NUMBER THREE (hereinafter "AMENDMENT NUMBER FOUR");

WHEREAS, COUNTY and CONTRACTOR desires to renewed the Subordinate Contract on June 28, 2016, as Contract Number MA-060-16012085 for a one year term of July 1, 2016 through and including June 30, 2017, and increased the not to exceed amount by \$271,000 for a new not to exceed amount of \$371,000; as well as add the services of an Informational Technology Expert III position to Attachment B of the ORIGINAL SUBORDINATE CONTRACT – Pricing and Payment Provisions, Section 1, "Pricing" and to Attachment C – Scope of Work of the ORIGINAL SUBORDINATE CONTRACT (hereinafter "AMENDMENT NUMBER FOUR"); and the CONTRACTOR has agreed to provide those services at the rates set forth in the ORIGINAL CONTRACT and this AMENDMENT NUMBER FOUR;

WHEREAS, COUNTY desires to add an Informational Technology Expert III position to be assigned to Support Services Division at the minimum rate in the CMAS of \$130.95 per hour to assist with current and future projects including but not limited to Jail Inmate Tracking System WiFi, Voice over Internet Protocol (VoIP) Planning and Implementation, Department Upgrade and Implementation; and the CONTRACTOR has agreed to provide those services at the rate set forth in the ORIGINAL CONTRACT and this AMENDMENT NUMBER FOUR:

WHEREAS, COUNTY desires to amend the ORIGINAL SUBORDINATE CONTRACT effective July 1, 2017 to delete On-site Printer Diagnosis/Repair Services from Attachment B "Pricing and Payment Provision" and Attachment C "Scope of Work" and CONTRACTOR has agreed to remove those services as per this AMENDMENT NUMBER FIVE;

WHEREAS, COUNTY desires to renew the ORIGINAL SUBORDINATE CONTRACT as Contract Number MA-060-17011576 for a one year term of July 1, 2017 through and including June 30, 2018, and reduce the Compensation amount by \$50,000 for a new not to exceed amount of \$321,000; and the CONTRACTOR has agreed to provide those services at a rate set forth in the ORIGINAL CONTRACT, AMENDMENT NUMBER FOUR and this AMENDMENT NUMBER FIVE;

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, Section Term of Contract, of the ORIGINAL CONTRACT is amended in its entirety as follows:

1. **Term of Contract:**

This CONTRACT shall commence upon execution of all necessary signatures, and continue in effect from 7/1/14 through and including 6/30/2017, unless otherwise terminated by COUNTY. The period of 7/1/14 through and

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including 6/30/15 shall be known as Contract MA-060-14012227. The period of 7/1/15 through and including 6/30/16 shall be known as Contract MA-060-15011629. The period of 7/1/16 through and including 6/30/17 shall be known as Contract MA-060-16012085. The period of 7/1/17 through and including 6/30/18 shall be known as Contract MA-060-17011576. This Contract may be renewed for one two (12) additional one year terms by mutual agreement of both Parties. The County does not have to give reason if it elects not to renew.

b. Attachment B - Pricing and Payment Provisions, Section 1 "Pricing" of the ORIGINAL SUBORDINATE CONTRACT is amended, in its entirety to read as follows:

Pricing

Pricing, for Future Projects shall be as follows:

a. Information Technology Expert III

Minimum	Regular	After Hours	Sundays and
Charge	Hours Per	Per Hour	Holiday Per Hour (2
	Hour	(1.5 Times)	Times)
\$130.95	\$130.95	\$196.43	\$261.90

Travel / Per Diem Reimbursement Cost Shall Not Exceed: \$5,000.00 / Year

Pricing for On-site Printer Diagnosis/Repair Service shall be as follows:

b. Jr Srv/Repr Tech Step I (JSRT I)

Minimum	Regular	After Hours	Sundays and
Charge	Hours Per	Per Hour	Holiday Per Hour (2
	Hour	(1.5 Times)	Times)
\$43.08	\$43.08	\$64.62	\$86.16

Pricing for Help Desk/Call Center Technician shall be as follows:

e.b. Junior Help Desk/Call Center Technician (JHD/CCT)

Minimum	Regular	After Hours	Sundays and
Charge	Hours Per	Per Hour	Holiday Per Hour (2
	Hour	(1.5 Times)	Times)
\$36.98	\$36.98	\$55.47	\$73.96

c. Attachment C – Scope of Work, of the ORIGINAL SUBORDINATE CONTRACT, is amended, in its entirety to read as follows:

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- <u>Information Technology Expert III shall perform needed services for the Information Services Bureau as more fully defined and limited by Description of IT Professional Services, Number 010 of GSA Contract.</u>
- a. Under the direction of the Information Systems Administrative Manager, contractor's personnel shall provide services for the implementation of new systems in the <u>Information Services Bureau</u> as well as continued maintenance and enhancement of the new systems including but not limited to:
- Analyze business requirements to develop technical network solutions and framework.
- Design, test, and inspect data communications systems.
- Perform network modeling, analysis, and planning.
- Install hardware such as cables, hubs, routers, and wireless adaptors.
- Develop technology roadmaps.
- Analyze, engineer, and execute software and hardware.
- Develop test plans, implementation plans, and project timelines for various projects.
- Manage technology vendors.
- Evaluate and review new technology infrastructure.
- Determine production direction.
- Write functional requirements/specifications documents.
- Assess vendor development/test strategies.
- Perform network troubleshooting to isolate and diagnose common network problems.
- Upgrade network hardware and software components as required.
- Solve complex problems with many variables.
- Document successful implementation techniques.
- Gather and evaluate information in order to reason logically, draw valid conclusions, take appropriate actions and/or make appropriate recommendations.
- b. The personnel provided by Contractor as the IT Expert III shall have the following minimum qualifications and experience levels:
- Minimum of Ten (10) years of Cisco network experience
- Experience with the design, configuration and implementation, end-to-end of Cisco networks using best practices.
- Administration of Cisco networks as well as related network systems and software, including design, installation, configuration, support, optimization and administration of OCSD department network infrastructure and applications.
- Resolution of end-to-end systems and network issues.
- Resolution of end-user 2nd and 3rd tier support for department and enterprise-wide network systems and applications, coordination with vendors as necessary to identify issues & determine proper resolution.
- Coordination and management of Cisco installations, migrations and troubleshooting.

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- Coordination and administration of large complex information technology projects.
- Configuration, testing, maintenance, troubleshooting, and repair of complex data, voice and video network equipment.
- Troubleshoot a variety of technical network systems hardware and software problems, identify and recommend alternative technical solutions, and respond appropriately to user requests.
- Experience planning and evaluating new network systems and equipment.
- In-depth knowledge of LAN/WAN communications, network hardware's such as Cisco routers, wireless access point, Ethernet switches, bridges, gateways and firewalls.
- Current network architectures, technological developments and industry trends in area
 of expertise. Advanced principles, practices, standards, terminology, protocols, and
 trends in network engineering and administration.
- Project management principles and techniques such as organizing and managing a
 project, developing schedules, identifying critical paths, breaking down a project into
 individual tasks and delegating assignments to project staff.
- Experience documenting network structures/configurations, change activities, and project activities.
- Knowledge of advanced concepts and practices of network restart and recovery (including disaster).
- Knowledge of advanced principles and practices of network security.
- Knowledge of network routing and switch languages and protocols pertaining to TCP/IP, Ethernet, VLAN, VOIP, multicast, wireless, and other technologies.
- Knowledge of technologies pertaining to various types of network cabling (e.g., fiber and Ethernet), network circuits, and other connectivity solutions.
- Knowledge of networking protocols, documentation, configuration, maintenance and diagnostic procedures/techniques; standard network security policies, techniques and procedures.

II. On site Printer Diagnosis/Repair Service:

- 1. Printer and Service General Information: Sheriff Coroner's Department currently has approximately 1,200 printers within its Information Systems Division at 37 different locations. The manufacturer of ninety five (95) percent of the printers are Hewlett Packard; the models include Laser Jet Color and Monochrome, All in One and Desk Jet printers. The age of the impact printers vary considerably; however, they still remain serviceable and seem to fit within the specific architectural design for the location of these printers.
- 2. Contractor shall perform all of the following responsibilities and duties:
- a. Provide all labor and costs associated with labor including trip and travel related charges such as mileage, (parts and materials at cost of MSRP or list Price less 20%) necessary to fix/repair all printers.

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- b. Pick up all printers for service. County will schedule pick up service during business hours, Monday Friday, 8:00 AM 5:00 PM (Pacific Time), excluding County Holidays, and Contractor shall pick up all printers for repairs at one location at the Annex Warehouse located at 1045 N. Fuller Street, Santa Ana, CA.
- c. At the time of pick-up for new repairs, Contractor shall return all prior repaired printers.
- 3. <u>Certification</u>: Contractor's Repair Technicians shall be trained and certified in printer repairs. Contractor's Repair Technicians shall be knowledgeable and capable of diagnosing and repairing problems.

General Requirements:

- a. Contractor shall furnish and install all new parts, materials, and lubricants that meet or exceed the original equipment manufacturer's (OEM) specifications.
- b. Contractor must maintain a reasonable supply of available parts and maintain a reasonable supply system for acquisition of additional parts either immediately or with minimal delay.
- e. Contractor shall warranty all labor and materials used in performance of this work for a minimum of ninety (90) days from receipt date of the repaired printers by County.

II. Junior Help Desk/Call Center Technician (JHD/CCT)

Under the general direction of the Service Coordinator Supervisor and in accordance with County established procedures, the Junior Help Desk/Call Center Technician shall have the responsibility for providing a single point of contact for end users to receive support and maintenance with the organization's desktop computing environment and other duties as listed in this Contract. There are several levels of support. Level 1 is the minimal hardware and user support. Complex issues are escalated to Level 2 support with staff that have higher IT qualifications for resolving deeper issues with the hardware and applications.

- 1. Contractor shall perform all of the following responsibilities and duties:
 - a. Setting up and troubleshooting Computers running Microsoft Windows Operating Systems. Must be proficient with older versions such as Windows XP and current versions such as Windows 7.
 - b. Daily time tracking and updating of project items in Remedy IT Help Desk Tracking System.
 - c. Installing, diagnosing, repairing, maintaining, and upgrading all PC hardware, printers, and equipment to ensure optimal workstation performance.
 - d. Level 1 Desktop Support of Microsoft Office Products.

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e. Use methods provided by client (in person, by telephone, remote desktop, or via e-mail) to contact and resolve Level 1 issues in a timely and accurate fashion, and provide end-user assistance where required.

2. Qualifications Requirements:

Contractor's Junior Help Desk/Call Center Technician (JHD/CCT) must have the following Certifications:

- a. A+ Certified Hardware Technician.
- b. Microsoft Certified Systems Engineer (MCSE) Certification for Windows XP or Windows 7.
- c. College Degree (AA or AS).
- d. Proficient in all Microsoft programs: Word, Excel, PowerPoint, Access, and Microsoft Outlook (2007 and older versions).

Note: Copies of certifications for A+ Certified Hardware Technician, MCSE for (Windows XP or Windows 7), and college degree must be available for review by County.

3. Minimum Qualifications:

- a. Five (5) years' experience in supporting the areas of basic networking, basic computer (desktop/laptop) and printer hardware, and Microsoft products (Operating System and Office products). Must have two (2) years' experience with the products from the following manufacturers: Dell, Hewlett Packard, and Minolta.
- b. Must have strong documentation skills and have good experience with basic technical support, hardware repair, and user interaction. Strong hands-on hardware troubleshooting experience.
- c. Experience and thorough knowledge of backup procedures and software capable of performing all software backup related functions.
- d. Ability to communicate effectively with team members, internal customers, and other county departments/agencies. Strong interpersonal communication skills (written and oral). Must have exceptional customer service orientation.

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- e. Self-motivated and team-oriented with the ability to operate with minimal direction, actively seeking and sharing information.
- f. Ability to absorb and retain information quickly. Must have a keen attention to detail. Ability to effectively prioritize and execute tasks in a high pressure environment.
- g. Contractor staff must be able to pass County of Orange Sheriff-Coroner Department Background Check process.
- 4. Work Location:

County of Orange Sheriff-Coroner Department – Information Systems 320 N. Flower St., 3rd Floor Santa Ana, CA 92703

Contractor's personnel shall report to the Information Systems Administrative Manager.

d. Compensation of the Original Subordinate Contract is amended to read in its entirety as follows:

<u>Compensation:</u> Compensation under this Contract shall not exceed three-hundred seventy one thousand dollars (\$371,000 \$321,000). Contractor shall invoice in arrears per the rates as specified in Attachment A and Attachment B Pricing and Payment Provisions of this Contract.

- 2. A true and correct copy of the GENERAL SERVICES ADMINISTRATION (GSA) Contract, (Contract Number GS-35F-0178J) is attached hereto as Exhibit A and incorporated by this reference.
- 3. A true and correct copy of the ORIGINAL SUBORDINATE CONTRACT (Contract Number MA-060-14012227) is attached hereto as Exhibit B and incorporated by this reference.
- 4. A true and correct copy of AMENDMENT NUMBER ONE (Contract Number MA-060-14012227) is attached hereto as Exhibit C and incorporated by this reference.
- 5. A true and correct copy of AMENDMENT NUMBER TWO (Contract Number MA-060-15011629) is attached hereto as Exhibit D and incorporated by this reference.
- 6. A true and correct copy of AMENDMENT NUMBER THREE (Contract Number MA-060-15011629) is attached hereto as Exhibit E and incorporated by this reference.
- 7. A true and correct copy of AMENDMENT NUMBER FOUR (Contract Number MA-060-16012085) is attached hereto as Exhibit F and incorporated by this reference.

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

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IN WITNESS WHEREOF, the Parties have executed AMENDMENT NUMBER FOUR FIVE to Contract Number MA-060-14012227.

Contractor: Intratek Computer I	nc.
By:	Title:
Print Name:	
<u>Contractor*:</u> Intratek Computer I	nc.
By:	Title:
Print Name:	Date:
•	
Sheriff-Coroner Department	
By:	Title:
Print Name:	Date:
Approved by the Board of Supervisor	rs:
Approved as to Form Office of the County Counsel Orange County, California	
by Deputy	

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EXHIBIT A

GENERAL SERVICES ADMINISTRATION (GSA) - (Contract Number GS-35F0178J)

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EXHIBIT B

ORIGINAL SUBORDINATE CONTRACT (Contract Number MA-060-14012227)

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EXHIBIT C

AMENDMENT NUMBER ONE (Contract Number MA-060-14012227)

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EXHIBIT D

AMENDMENT NUMBER TWO (Contract Number MA-060-15011629)

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EXHIBIT E

AMENDMENT NUMBER THREE (Contract Number MA-060-15011629)

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EXHIBIT F

AMENDMENT NUMBER FOUR (Contract Number MA-060-16012085)

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