



**SUBORDINATE CONTRACT MA-080-16010778
BETWEEN
COUNTY OF ORANGE
AND
CARAHSOFT TECHNOLOGY CORP.**

This Subordinate Contract MA-080-16010778 (hereinafter “Contract”) is made and entered into upon execution of all necessary signatures, between Carahsoft Technology Corporation with a place of business at 1860 Michael Faraday Drive, Suite 100, Reston, VA 20190 (hereinafter referred to as “Contractor”) and the County of Orange, OC Public Works, a political subdivision of the State of California with a place of business at 300 N. Flower St., 8th floor, Santa Ana, CA 92703 (hereinafter referred to as “County”), 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 herein by reference:

Attachment A – RCA MA-017-16010236
Attachment B – Scope of Services

RECITALS

WHEREAS, the County of Orange, County Executive Office, has issued Regional Cooperative Contract (RCA) MA-017-16010236, now in effect through May 31, 2018; and

WHEREAS, County of Orange, OC Public Works desires to enter into an Contract for Software and Related Services; and

WHEREAS, Contractor agrees to provide said services to OC Public Works in accordance with the terms, conditions and pricing of RCA MA-017-16010236 and this Contract including the attached Scope of Services, identified and incorporated herein as Attachment B;

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both County and Contractor agree as follows:

1. **Scope of Contract:** This Contract specifies the terms and conditions by which OC Public Works will procure Software and Related Services from Contractor, hereinafter referred to as “Services” as more fully detailed in Attachment B – Scope of Services and Attachment C – Phase II Technical Requirements.
2. ~~**Term of Contract:** This Contract shall commence upon execution of all necessary signatures and shall continue through and including May 31, 2018 unless otherwise terminated by the County.~~
2. **Term of Contract:** Contract shall be effective December 8, 2015 and shall continue through and including June 30, 2027, unless otherwise terminated by the County as provided herein.

3. ~~Renewal: This Contract may be renewed by mutual written contract of both Parties and upon renewal of RCA 017-16010236. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.~~
4. **Compensation & Payment:** Contractor agrees to provide services in accordance with the fees specified in Attachment B – Scope of Services and Attachment C- Phase II Technical Requirements and in accordance with the terms and conditions specified in the RCA. The total cost of this Subordinate Contract shall not exceed ~~\$4,000,000~~ \$6,175,694, for the term ending June 30, 2022, with extension of the term from July 1, 2022, through June 30, 2027, for the recurring annual subscription at a not-to-exceed amount of 10% above the proposed annual subscription fees.
5. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, 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 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.

FOR COUNTY:

County of Orange/OC Public Works
Procurement Services Attn: ~~Lynn Collins~~
Maritza Fajardo
300 N. Flower St., 8th Floor
Santa Ana, CA 92703

FOR CONTRACTOR:

Carahsoft Technology Corp.
Attn: Ellen Lord, Contracts Director
1860 Michael Faraday Drive, Suite 100
Reston, VA 20190

COPY TO:

County of Orange/OC Public Works
Development Services: Attn: Colby Cataldi
300 N. Flower St., 8th Floor
Santa Ana, CA 92703

6. **Invoicing:** Invoices are to be submitted to the OC Public Works, Attn: Accounts Payable, 300 N. Flower St. 8th Floor, Santa Ana, CA 92703. Contractor shall reference Contract MA-080-16010778 on invoice. 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 of providing an acceptable invoice rests with the Contractor.

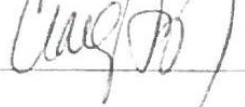
- Signature Page Follows -

- Signature Page -


The Parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

Carahsoft Technology Corp.:

Craig P. Abod President
Print Name Title

Signature  Date
November 18, 2015

Ellen Lord Contracts Manager
Print Name Title

Signature  Date
November 18, 2015


* If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth.

- The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President.
- The second corporate officer signature must be one of the following: a) Secretary; b) Assistant Secretary; c) Chief Financial Officer; d) Assistant Treasurer.

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

Helen Hernandez Purchasing Manager
Print Name Title

Signature  Date
12/8/15

APPROVED AS TO FORM:

County Counsel

By 

Deputy
Date 11.18.15

**ATTACHMENT A
REGIONAL COOPERATIVE CONTRACT MA-080-16010236**

**ATTACHMENT B
SCOPE OF SERVICES**

I. BACKGROUND:

This project is intended to provide a solution that integrates a Customer Relation Management System (CRM) within Public Works with the Land Management System (LMS) functions of the department into a single multi-tenant cloud platform that also enables staff and citizens to access system information from a variety of mobile devices in the field.

II. SCOPE OF SERVICES

- A. Contractor shall provide all labor, materials, tools, and equipment required to provide Software and Related Products and Services for the development and implementation of a single multi-tenant cloud system for the County of Orange/OC Public Works and in accordance with the scope of services. OC Public Works will conduct this process in two phases.
- B. Upon completion of this process County will return to the Board with a firm fixed price for approval of Phase II, which will consist of full implementation followed by ongoing maintenance and support.

III. PROJECT DELIVERABLES:

Phase I: Ignite Session –\$25,000 to be paid upon satisfactory completion of Phase I with written acceptance by County.

- A. Phase I will consist of an Ignite session with a collaborative approach to the vision and execution roadmap. Contractor’s team will work with key individuals within the County and various stakeholders to establish a detailed project plan that will assess processes and reengineer how OC Public Works engages employees and citizens.
- B. In collaboration with current vendors, OC Public Works staff, the system integrator and the land management system vendor a detailed Phase II statement of work will be created from the implementation and integration of a Customer Relation Management Platform and Land Management System, both one-time and going annual costs, project plan to include detailed requirements, business case, integration to back-end OC Public Works systems and license costs, all in a Firm Fixed Price (FFP) proposal.

Phase II: Implementation/Ongoing maintenance and support – Not to exceed \$6,175,694. ~~Fixed price to be determined after completion of Phase I.~~

~~To be determined after completion of Phase I. Upon completion Scope of Services will be amended to include Section III Tasks and to update Project Deliverables.~~

IV. COUNTY RESPONSIBILITIES AND ASSUMPTIONS:

- A. Work to be performed as decided mutually by both parties and on an as-needed basis as may be required by OC Public Works Development Services Deputy Director.
- B. A project lead for OC Public Works and other business technical resources will be available as necessary
- C. Provide timely responses to requests for information.
- D. Work site access and login credentials will be provided to any servers and sites necessary to the task being performed.
- E. Upon approval by OC Public Works Information Technology Manager and if required, vendor will be provided remote access to the development environment for this project.
- F. Contractor will be provided a workspace and available network connectivity to support email and Instant Messenger communications with their firm.
- G. A contact list will be made available to the Contractors project manager in advance of the project start date.
- H. The Contractor shall be responsible for the delivery and execution of all tasks in the detailed project plan.

V. PROJECT COORDINATION/TIMEFRAME:

Contractor's Project Manager shall contact County's Representative for the scheduling and completion of this scope of services.

County of Orange:

Colby Cataldi, Deputy Director
OC Public Works/Development Services
300 N. Flower St.
Santa Ana, CA 92703
(714) 667-8860
Colby.Cataldi@ocpw.ocgov.com

Contractor's Project Manager:

Bethany Blackwell, Sales Manager
Carahsoft Technology Corp.
12369 Sunrise Valley Drive, Suite D2
Reston, VA 20191
(703) 230-7435
Bethany.Blackwell@carahsoft.com