

Contract MA-060-21010542 **AMENDMENT ONE**
with
Computer Deductions, Inc
for
Dorado Mainframe Hardware and Software (OS) Extended Maintenance and Support Services

This Contract MA-060-21010542 for Dorado Mainframe Hardware and Software (OS) Extended Maintenance and Support Services (hereinafter referred to as “Contract”) is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California (hereinafter referred to as “County”) and Computer Deductions, Inc, with a place of business at 8660 Greenback Lane, Suite 210, Orangevale, CA. 95662 (hereinafter referred to as “Contractor”), with a County and Contractor sometimes referred to as “Party” or collectively as “Parties”.

ATTACHMENTS

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

- Attachment A – Scope of Work
- Attachment B – Compensation and Pricing Provision

RECITALS

WHEREAS, Contractor and County are entering into this Contract for Dorado Mainframe Hardware and Software (OS) Extended Maintenance and Support Services under a firm fixed fee Contract; and

WHEREAS, County solicited Contract for Dorado Mainframe Hardware and Software (OS) Extended Maintenance and Support Services as set forth herein, and Contractor represented that it is qualified to provide Dorado Mainframe Hardware and Software (OS) Extended Maintenance and Support Services to the County as further set forth herein; and

WHEREAS, Contractor agrees to provide Dorado Mainframe Hardware and Software (OS) Extended Maintenance and Support Services to the County as further set forth in the Scope of Work, attached hereto as Attachment A; and

WHEREAS, County agrees to pay Contractor based on the schedule of fees set forth in Compensation and Pricing Provision, attached hereto as Attachment B; and

WHEREAS, the County Board of Supervisors has authorized the Purchasing Agent or designee to enter into a Contract for Dorado Mainframe Hardware and Software (OS) Extended Maintenance and Support Services with the Contractor;

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

General Terms and Conditions:

- A. 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.

- B. Entire Contract: This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or designee.
- C. Amendments: No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. 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.
- E. Delivery: Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
- F. Acceptance Payment: Unless otherwise agreed to in writing by County payments shall be made pursuant to ATTACHMENT B, Compensation and Pricing Provisions, 1) payment for Dorado Mainframe Hardware and Software (OS) Extended Maintenance and Support Services shall be paid in advance, In the event the Contractor is terminated for any reason, County shall immediately receive one/twenty-fourth (1/24) of all prepaid Dorado Mainframe Hardware and Software (OS) Extended Maintenance and Support Services (as listed in this contract) for each month or portion thereof remaining for the applicable Contract year as listed in this Contract, and 2) payment for Decommissioning / De-Installation of the Dorado Mainframe System shall be paid in arrears following completion and acceptance of work.
- G. Warranty: Contractor expressly warrants that the goods covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnities as identified in paragraph "Z" below, and as more fully described in paragraph "Z," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work

performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "Z" below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.
- I. **Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.
- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. **Performance Warranty:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary

labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.

- O. 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.

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
Network Security & Privacy Liability	\$1,000,000 per claims-made
Technology Errors & Omissions	\$1,000,000 per claims-made \$1,000,000 aggregate
Employee Dishonesty	\$100,000 per occurrence

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.

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 Insured's 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.
- 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.

The County of Orange shall be the loss payee on the Employee Dishonesty coverage. A Loss Payee endorsement evidencing that the County of Orange is a Loss Payee shall accompany the Certificate of Insurance.

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 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 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.

- P. Changes: Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
- Q. Change of Ownership/Name, Litigation Status, Conflict with County Interests: Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and Contractor obligations contained in this Contract and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

- R. Force Majeure: Contractor shall not be assessed or be found in breach during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.
- S. Confidentiality: Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.

- T. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "Z" below, Contractor agrees that it shall defend, indemnify and hold County and County INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- U. **Freight:** Prior to the County's express acceptance of delivery of products. Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- V. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.
- X. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.
- Y. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- Z. **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.

- AA. Audits/Inspections: Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the Contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this agreement shall be forwarded to the County's project manager.

- BB. 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.
- CC. Expenditure Limit: The Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

Additional Terms and Conditions

1. Scope of Contract: This Contract specifies the contractual terms and conditions by which County will procure and receive goods/services from Contractor as set forth in the Scope of Work, which is attached hereto as Attachment A and incorporated by this reference.
2. Term of Contract: This Contract shall commence on December 1, 2020 upon execution of all necessary signatures and continue ~~for two (2) calendar year from that date,~~ in effect from 12/1/22 through and including 11/30/23 unless otherwise terminated by County. This Contract may be renewed as set forth in paragraph 3 below.
3. Renewal: This Contract may be renewed by mutual written agreement of both Parties for ~~three (3)~~ two (2) additional one (1) year terms. 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. Adjustments – Scope of Work: No adjustments made to the Scope of Work will be authorized without prior written approval of the County assigned Deputy Purchasing Agent.
5. Breach of Contract: The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - a) Terminate the Contract immediately, pursuant to Section K herein;
 - b) Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
 - c) Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
 - d) Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
6. Civil Rights: Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.
7. Conflict of Interest – Contractor’s Personnel: The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor’s employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of the County.
8. Conflict of Interest – County Personnel: The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
9. Contractor’s Project Manager and Key Personnel: Contractor shall appoint a Project Manager to direct the Contractor’s efforts in fulfilling Contractor’s obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County’s Project Manager, which consent shall not be unreasonably withheld.

The Contractor’s Project Manager shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. The County’s Project Manager shall have the right to require the removal and replacement of the Contractor’s Project Manager from providing services to the County under this Contract. The County’s Project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within five (5) business days after written notice by the County’s Project Manager. The County’s Project Manager shall review and approve the appointment of the replacement for the Contractor’s Project Manager. The County is not required to provide any additional information, reason or

rationale in the event it The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.

10. Contractor Personnel – Reference Checks: The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract. Contractor's employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.
11. Contractor's Expense: The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract. The County will not provide free parking for any service in the County Civic Center.
12. Contractor Personnel – Uniform/Badges/Identification: The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility under this Contract.

All Contractor's employees shall be required to wear uniforms, badges, or other means of identification which are to be furnished by the Contractor and must be work at all times while working on County property. The assigned Deputy Purchasing Agent must be notified in writing, within seven (7) days of notification of award of Contract of the uniform and/or badges and/or other identification to be worn by employees prior to beginning work and notified in writing seven (7) days prior to any changes in this procedure.

13. Contractor's Records: The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored for a period of three (3) years after final payment is received from the County.
14. Conditions Affecting Work: The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.
15. 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:

- 15.1 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.
- 15.2 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 Person 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.
- 15.3 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.
- 15.4 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.
- 15.5 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 Party'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 other Party'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.

- 15.6 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.
16. Data – Title To: All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.
17. Default – Reprocurement Costs: In case of Contract breach by Contractor, resulting in termination by the County, the County may procure the goods and/or services from other sources. If the cost for those goods and/or services is higher than under the terms of the existing Contract, Contractor will be responsible for paying the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due the Contractor. The price paid by the County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.
18. Drug-Free Workplace: The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:
1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
 2. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. The organization's policy of maintaining a drug-free workplace;
 - c. Any available counseling, rehabilitation and employee assistance programs; and
 - d. Penalties that may be imposed upon employees for drug abuse violations.
 3. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
 - a. Will receive a copy of the company's drug-free policy statement; and
 - b. Will agree to abide by the terms of the company's statement as a condition

of employment under this Contract.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for award of any future County contracts if the County determines that any of the following has occurred:

1. The Contractor has made false certification, or
 2. The Contractor violates the certification by failing to carry out the requirements as noted above.
19. EDD Independent Contractor Reporting Requirements: Effective January 1, 2001, the County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for services received from a “service provider” to whom the County pays \$600 or more or with whom the County enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term “service provider” is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as “an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the state.” The term is further defined by the California Employment Development Department to refer specifically to independent Contractors. An independent Contractor is defined as “an individual who is not an employee of the government entity for California purposes and who receives compensation or executes a contract for services performed for that government entity either in or outside of California.”

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at http://www.edd.ca.gov/Employer_Services.htm

20. Emergency/Declared Disaster Requirements: In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County’s needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from the Contractor’s supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.
21. 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.

22. Equal Employment Opportunity: The Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

23. News/Information Release: The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County's Project Manager.
24. 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: Computer Deductions, Inc.
8680 Greenback Lane, Suite 210
Orangevale, CA. 95662
Attn: Thomas Calabro
Ph: 916-987-3600 (X-200)

Email: tcalabro@cdi-hq.com

County: Sheriff-Coroner Department / Technology Division
 320 N. Flower Street
 Santa Ana, CA. 92703
 Attn: Bonnie Blackburn
 Ph: 714-834-3184
 Email: bblackburn@ocsd.org

Assigned DPA: County of Orange
 Sheriff-Coroner Department/Purchasing Services Unit
 320 N. Flower Street, 2nd Floor
 Santa Ana, CA 92703
 Attn: Eric Gregory
 Ph: 714-834-4336
 Email: egregory@ocsd.org

25. 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.
26. 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.
27. Usage: No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at rates/prices listed in the Contract, regardless of quantity requested.
28. Usage Reports: The Contractor shall submit usage reports on an annual basis to the assigned Deputy Purchasing Agent of the County of Orange user agency/department. The usage report shall be in a format specified by the user agency/department and shall be submitted 90 days prior to the expiration date of the contract term, or any subsequent renewal term, if applicable.
29. Sub-Contracting: No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to subcontract any performance of this Contract without the express written consent of the County shall be invalid and shall constitute a breach of this Contract.

In the event that the Contractor is authorized by the County to subcontract, this Contract shall take precedence over the terms of the Contract between Contractor and subcontractor, and shall incorporate by reference the terms of this Contract. The County shall look to the Contractor for

performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor must meet the approval of the County of Orange.

30. Substitutions: The Contractor is required to meet all specifications and requirements contained herein. No substitutions will be accepted without prior County written approval.
31. County of Orange Local Small Business Preference Requirements: Contractor certifies it is in compliance with County of Orange Local Small Business Preference requirements at the time this Contract is executed.
32. 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 controlled substances as defined by federal law.
 - B. Contractor shall not assign to 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 controlled substances as defined by federal law.
 - C. If any of the problems identified with respect to 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.

THE CONTRACTOR'S PERSONNEL REQUIREMENTS:

All employees must pass the County's background check and meet all requirements as set forth below:

1. All personnel to be employed in performance of the work under this Contract shall be subject to security clearance. Clearance must be updated and renewed every twelve (12) months from original date of clearance.
2. No person, who is required to enter a secured facility of the Sheriff, shall be assigned to perform work under this contract that has not received prior clearance from the Sheriff-Coroner Department.
3. Within fifteen (15) days of the effective date of this Contract, 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-Coroner'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 anytime an employee is assigned to work on Sheriff-Coroner'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 inform employees assigned to perform work within secured facilities of the Sheriff-Coroner that the employee is required to inform Contractor if/when any information provided on the security clearance form changes. Contractor shall submit an updated security clearance form whenever there is a change in information provided by an employee. Contractor shall be responsible for ensuring to submit Security Clearance forms in order to renew the Security Clearance(s) every twelve months. Renewal 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 12 months from the date of issuance. If Contractor is submitting an updated form due to a change in information, said form shall be submitted within in 10 county working days of the employer becoming aware of the updated information.
5. Contractor Security Clearance information forms will be provided by County Project Manager upon request and will be screened by the Sheriff-Coroner's Department.
6. 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.
7. County will not give Contractor the reason an individual's clearance is denied, but will provide explanation to individual affected via U.S. Mail.

E. GENERAL SECURITY REQUIREMENT-AT WORKSITE:

1. When performing work at a Sheriff-Coroner facility, all work areas shall be secured prior to the end of each workday.
2. Workmen shall have no contact, either verbal or physical, with inmates in any facility while performing work under this contract. 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, illegal controlled substances as defined under federal law, 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 Deputy.
 8. Contractor's personnel shall report either to the on-site contact person when leaving the facility, temporarily or 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 as they enter and exit various areas of the County facilities.
 11. Contractor's personnel shall restrict all activities to the immediate work site and adjacent assigned areas necessary to performing work under this Contract.
 12. Contractor's personnel shall remain with the assigned escort at all times, unless otherwise directed by the on-site contact person.

F. 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 are assigned to work in a Sheriff facility who are determined to have outstanding wants 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 County's project manager.
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.
6. 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.

-Signature Page to Follow-

Signature Page

The Parties hereto have executed this Contract# MA-060-21010542 **Amend#1** for Dorado Mainframe Hardware and Software (OS) Extended Maintenance and Support Services on the dates shown opposite their respective signatures below

Contractor*: Computer Deductions, Inc.

By: _____ Title: _____

Print Name: _____ Date: _____

Contractor*: Computer Deductions, 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. Purpose

This Scope of Work defines the work to be performed by the Contractor responsible for the Dorado Mainframe Hardware and Software (OS) Extended Maintenance and Support Services for two (2) servers, one (1) at the Sheriff-Coroner Department (Sheriff's) Jail and Warrants System located in the Sheriff's data center, 320 N. Flower St., Santa Ana, CA 92703, and one (1) located at California Department of Justice (DOJ), 4949 Broadway, Sacramento, CA 95820. This extended maintenance and support services is crucial in maintaining vital applications and databases for data capturing, accessibility, and tracking within the following areas: automatic jail system (AJS), automatic warrant services system (AWS), local arrest records system (LARS), departmental report indexes (DRI), juvenile contact index (JCI), and message switcher system.

The Contractor shall be responsible for furnishing all personnel, equipment, material, supplies, support, and management and shall perform all functions necessary to maintain the hardware and software of the Sheriff's Jail and Warrants System Server and DOJ Server as set forth in this Scope of Work.

County determined the Dorado Mainframe Hardware is at end of life. Contractor shall perform decommissioning services including migration of data, wiping of media from storage devices, and perform haul away of County owned equipment as directed by County.

II. Contractor shall provide County the following:

- a. Support Center Services: Contractor shall provide assistance by electronic or voice communication to resolve problems with either hardware or software. Contractor shall also provide corrections (e.g., updates, patches, error notifications, etc.) to known problems through off-site and on-site service.
 1. Software On-Call Support: Contractor shall provide on-site support if County determines that a software problem remains unresolved and on-site assistance is required.
 2. Electronic On-Site Services: Contractor shall allow Support Center to receive system data from site and perform remote failure analysis.
 3. Support Center Guaranteed Response: Contractor shall have a client service representative on site within four (4) hours after receiving any non-emergency call from the County. Contractor shall have a client service representative on site within one (1) hour after receiving any call determined by the County to be an emergency. Support is to be provided on a 24 x 7 (24 hours a day, 7 days a week) basis.
- b. Essential Engineering Changes: Contractor shall provide changes for safety purposes as determined by the County, to be essential to the operation of equipment.
- c. User Communication Services: Contractor shall provide a means to quickly and efficiently report suspected software problems or suggest new features to future releases of program products.
- d. Hardware Replacement, Repairs and Break-Fix.
- e. Hardware Code Fix.

- f. Software Errors and Updates.
- g. Software Licensing, including remedying any issues therewith.
- h. Maintenance Level (HW – Hardware and SW-Software) 24 x 7 (24 hours a day, 7 days a week) support with 4 hour response time (and 1 hour emergency response time) for two (2) years for the equipment listed in section below.
1. Contractor must retain certification as a Unisys Value Added Reseller (VAR).

III. Hardware and Software

Extended maintenance and support services shall include all hardware, software and incidental tools or equipment required to provide a fully functional Sheriff's Jail and Warrants System Server and California Department of Justice (DOJ) Server. Extended warranty and maintenance shall be for the following hardware and software:

Configuration of County's Dorado 4380 PROD 60 MIPS 2 YR Extension (Located in Santa Ana)

Hardware:

Quantity	Style	Description
1	DOR4380	Dorado 4380 Non-metered OS 2200 Server
4	CBL3-C6A	CBL, Ethernet, CAT 6A, 100/1000 RJ45, 3M
2	FCH9540231-PCE	PCIe x8, 2-port 8Gb FC HBA
2	ETH9330422-PCE	PCIe 4 port 1Gb Ethernet Copper (i350-T4)
1	DOR436300-CMP	Dorado 4300/6300/8300 Management Platform.
1	DOR4300-SCR	Dorado 4300 System Control Redundancy
1	DOR436300-CMP	Dorado 4300/6300/8300 Management Platform.
1	DOR4300-IM2	Dorado 4300 ISM with EOM/URU
1	IFB5610101-CBL	Infiniband 10M 56Gb FDR Optical Cable
2	CBL3-C6A	CBL, Ethernet, CAT 6A, 100/1000 RJ45, 3M
2	FCH9540231-PCE	PCIe x8, 2-port 8Gb FC HBA
2	DOR1-WS	WRKST: OS 2200 Platform Workstation
1	CPF1040083-FMP	ClearPath Fabric Management Platform
1	CFD861002-CBP	ClearPath Dorado EPP Base Pkg w Cabinet IB - 1 node
1	DOR4300-IC2	Dorado 4300 ISM2 Connector Kit

Software:

Quantity	Style	Description
1	CSS2436300-IL1	Dorado 4300/6300 ISM1 Licenses Software
1	CSS2436300-IC1	Dorado 4300/6300 ISM1 Companion Software
1	CSS2436300-CMP	Dorado Mgt Platform Companion Package
1	CSS2436300-CMP	Dorado Mgt Platform Companion Package
1	CSS2436300-IL2	Dorado 4300/6300 ISM2 Licenses Software
1	CFS861000-FMP	ClearPath Fabric Management Platform SW
1	ECH20011-CH	Fwd Call Home
1	CFS201-FAB	Fabric Infrastructure 1 EPP 2.0
1	CFS861000-CWN	Fwd Customer-Supplied Windows
1	DSS32-SED	FILE MGT:EOM Secure Email US
1	DSS32-PDF	FILE MGT:EOM PDF Writer
1	DSS2110-ENT	FILE MGT:EOM 11 Enterprise Edition
1	DSS5110-ADM	FILE MGT:EOM 11 DDA Designer/Web Assistant
1	CSL24380-006	IE:Dorado 4380 GP Image Enabler 60 MIPS
5	CMS2438015-001	IOE:Dorado 4380 GP - Addl 10 MIPS to 10 MIPS
1	CSS2438015-001	IOE:Dorado 4380 GP SW REL 15 - 10 MIPS Base
1	CSW400-BOT	Intel-based Dorado Platform System Boot Tape
1	ECH20-CH	Call Home Service OS2200
1	CSP2120-LA1	SYS MGT:LA MX
1	CSP2120-MSR	SYS MGT:MSAR MX
1	CSP2120-OSM	SYS MGT:OSAM MX
1	CSP2120-BSL	SYS MGT:TQ BASELINE ABS
1	CSP2120-MSM	SYS MGT:TQ MSMANAGER
1	CSW20-SAU	SYS MGT:TQ SAUTILITIES
1	CSP2120-ASC	CMPLR:COBOL ASCII MX
1	CSP2120-DFP	CMPLR:DFP MX
1	CSP2120-FOR	CMPLR:FORTTRAN ASCII MX
1	6810-00	FILE MGT:MEDIA MANAGER

1	CSP2120-DDP	COM SW:DDP-FJT MX
1	IXS4000-BLD	UTIL SW:BUILD CPX
1	CSP2120-DMQ	DATAMGT:NET DB W/ OPEN ACCESS
1	CSP2120-OCB	CMPLR: UCS COBOL 85 (UCOB) Group 20
1	CSP2120-FTX	COM SW:CP FTP AND TAS
1	SMS8001-SBE	SYS MGT:SPO Basic Edition
1	CSP2120-CUL	SYS MGT:TQ CULL
1	CSP2120-IAC	SYS MGT:TQ IACULL
1	CSP2120-SMN	SYS MGT:TQ SIMAN

SSU (Select Software Update) :

Quantity	Style	Description
1	DSU200-ENT	SUBSCRN: EOM ENTERPRISE EDITION SUBSCRIPTION
1	DSU500-ADM	SUBSCRN: EOM DDA DESIGNER/WEB ASSISTANT SUBSCRIPTION
1	CSU24380-001	SUBSCRN:Dorado 4380 GP - 10 MIPS Base Rate
5	CMU24380-001	SUBSCRN:Dorado 4380 GP - Addl 10 MIPS to 10 MIPS Base

Configuration: County's Dorado 4380 DEV 50 MIPS 042117 2 YR (Located in Sacramento)

Hardware:

Quantity	Style	Description
1	DOR4380	Dorado 4380 Non-metered OS 2200 Server
4	CBL3-C6A	CBL, Ethernet, CAT 6A, 100/1000 RJ45, 3M
2	FCH9540231-PCE	PCIe x8, 2-port 8Gb FC HBA
2	ETH9330422-PCE	PCIe 4 port 1Gb Ethernet Copper (i350-T4)
1	DOR436300-CMP	Dorado 4300/6300/8300 Management Platform.
1	DOR4300-SCR	Dorado 4300 System Control Redundancy
1	DOR436300-CMP	Dorado 4300/6300/8300 Management Platform.
1	DOR4300-IM2	Dorado 4300 ISM with EOM/URU
1	IFB5610101-CBL	Infiniband 10M 56Gb FDR Optical Cable

2	CBL3-C6A	CBL, Ethernet, CAT 6A, 100/1000 RJ45, 3M
2	FCH9540231-PCE	Cle x8, 2-port 8Gb FC HBA
2	DOR1-WS	WRKST: OS 2200 Platform Workstation
1	CPF1040083-FMP	ClearPath Fabric Management Platform
1	CFD861002-CBP	ClearPath Dorado EPP Base Pkg w Cabinet IB - 1 node
1	DOR4300-IC2	Dorado 4300 ISM2 Connector Kit

Software:

Quantity	Style	Description
1	CSS2436300-IL1	Dorado 4300/6300 ISM1 Licenses Software
1	CSS2436300-IC1	Dorado 4300/6300 ISM1 Companion Software
1	CSS2436300-CMP	Dorado Mgt Platform Companion Package
1	CSS2436300-CMP	Dorado Mgt Platform Companion Package
1	CSS2436300-IL2	Dorado 4300/6300 ISM2 Licenses Software
1	CFS861000-FMP	ClearPath Fabric Management Platform SW
1	ECH20011-CH	Fwd Call Home
1	CFS201-FAB	Fabric Infrastructure 1 EPP 2.0
1	CFS861000-CWN	Fwd Customer-Supplied Windows
1	DSS32-SED	FILE MGT:EOM Secure Email US
1	DSS32-PDF	FILE MGT:EOM PDF Writer
1	DSS5110-ADM	FILE MGT:EOM 11 DDA Designer/Web Assistant
1	SDL24380-005	IE:Dorado 4380 SDK Image Enabler 50 MIPS
4	SMS2438015-001	IOE:Dorado 4380 SDK - Addl 10 MIPS to 10 MIPS Base
1	CSW400-BOT	Intel-based Dorado Platform System Boot Tape
1	ECH20-CH	Call Home Service OS2200
1	CSP2120-LA1	SYS MGT:LA MX
1	CSP2120-MSR	SYS MGT:MSAR MX
1	CSP2120-OSM	SYS MGT:OSAM MX
1	CSP2120-BSL	SYS MGT:TQ BASELINE ABS
1	CSP2120-MSM	SYS MGT:TQ MSMANAGER

1	CSW20-SAU	SYS MGT:TQ SAUTILITIES
1	6810-00	FILE MGT:MEDIA MANAGER
1	IXS4000-BLD	UTIL SW:BUILD CPX
1	CSP2120-FTX	COM SW:CP FTP AND TAS
1	SMS8001-SBE	SYS MGT:SPO Basic Edition
1	CSP2120-CUL	SYS MGT:TQ CULL
1	CSP2120-IAC	SYS MGT:TQ IACULL
1	CSP2120-SMN	SYS MGT:TQ SIMAN
1	SDK2438015-001	IOE:Dorado 4380 SDK SW REL 15 - 10 MIPS Base

SSU (Select Software Update):

Quantity	Style	Description
1	DSU500-ADM	SUBSCRN: EOM DDA DESIGNER/WEB ASSISTANT SUBSCRIPTION
1	SDU24380-001	SUBSCRN:Dorado 4380 SDK - 10 MIPS Base Rate
4	SMU24380-001	SUBSCRN:Dorado 4380 SDK - Addl 10 MIPS to 10 MIPS Base

Configuration: Orange County Sheriff's Department VNX5200 Block only with RP - Production Site 042117 2 YR (Located in Santa Ana)

Hardware:

Quantity	Style	Description
1	VNX252831-ERK	VNX5200 DPE 25X2.5" DR-8X300G15K-EMC RK
1	VNX240-DRK	VNXB 40U RACK WITH FRONT PANEL
1	VNX200-RES	VNXB 4U SPACE RES FOR FILE UPG-EMC RACK
1	VNX2625-AEP	VNXB 25X2.5 6G SAS PRI DAE-EMC RACK
12	VNX24261-VS1	VNX 100GB SSD 25X2.5 DPE/DAE
4	CON1413-1M	EMC DISK: C14-TO-C13 1METER INTERNAL CABINET POWER CORDS
1	VNX2401-UUS	CAB QUAD POWER CORD US TWISTLOCK
1	VNX248-MPR	VNXB 4 PORT 8G FC IO MODULE PAIR
2	VNX5002-RP5	RPA GEN5-TAA FOR VNX L2

Software:

Quantity	Style	Description
1	VNX5200-KTC	VNX5200 Documentation Kit=IC
1	RP1000-LCS	RECOVERPOINT LICENSE SOLUTION
1	VNX456104-619	RP/SE REM FOR RPS V51=IC
1	VNX456104-614	RP/SE LOC FOR LPS V51=IC
2	VNX2000-FTB	VNXB OE PER TB PERFORMANCE
1	VNX25200-OEV	VNX5200 Operating Environment
1	VNX25200-UN1	VNX5200 Unisphere Block Suite =IC
1	VNX25200-RPS	VNX5200 Remote Protection Suite=IC
1	VNX25200-LPS	VNX5200 Local Protection Suite=IC

**Configuration: Orange County Sheriff's Department VNX5200 Block only with RP - DR
042117 2 YR (Located in Sacramento)**

Hardware:

Quantity	Style	Description
1	VNX252831-ERK	VNX5200 DPE 25X2.5" DR-8X300G15K-EMC RK
1	VNX240-DRK	VNXB 40U RACK WITH FRONT PANEL
1	VNX200-RES	VNXB 4U SPACE RES FOR FILE UPG-EMC RACK
1	VNX2625-AEP	VNXB 25X2.5 6G SAS PRI DAE-EMC RACK
12	VNX24261-VS1	VNX 100GB SSD 25X2.5 DPE/DAE
4	CON1413-1M	EMC DISK: C14-TO-C13 1METER INTERNAL CABINET POWER CORDS
1	VNX2401-UUS	CAB QUAD POWER CORD US TWISTLOCK
1	VNX248-MPR	VNXB 4 PORT 8G FC IO MODULE PAIR
2	VNX5002-RP5	RPA GEN5-TAA FOR VNX L2

Software:

Quantity	Style	Description
1	VNX5200-KTC	VNX5200 Documentation Kit=IC
1	RP1000-LCS	RECOVERPOINT LICENSE SOLUTION

1	VNX456104-619	RP/SE REM FOR RPS V51=IC
1	VNX456104-614	RP/SE LOC FOR LPS V51=IC
2	VNX2000-FTB	VNXB OE PER TB PERFORMANCE
1	VNX25200-OEV	VNX5200 Operating Environment
1	VNX25200-UN1	VNX5200 Unisphere Block Suite =IC
1	VNX25200-RPS	VNX5200 Remote Protection Suite=IC
1	VNX25200-LPS	VNX5200 Local Protection Suite=IC

**Configuration: OCSD - Production Site - 2 Rackmount LTO6 Drives and Fabric 042117 2 YR
(Located in Santa Ana)**

Hardware:

Quantity	Style	Description
2	CBL17103-5	Cable: 5m Fiber OM3 10GbE 50/125 LC-LC
2	OSM1000-PRC	PWR CORD:IEC320-C13/C14
2	CBL17103-5	Cable: 5m Fiber OM3 10GbE 50/125 LC-LC
2	CON30088-PU	DS-300B 8G 8PORT UPGRADE KIT
1	ALP662102-2FD	Tape Drive Dual LTO6 IBM Rackmount, FC-AL, dual node, 2U

**Configuration: OCSD - DR Site - 2 Rackmount LTO6 Drives and Fabric 042117 2 YR
(Located in Sacramento)**

Hardware:

Quantity	Style	Description
2	CBL17103-5	Cable: 5m Fiber OM3 10GbE 50/125 LC-LC
2	OSM1000-PRC	PWR CORD:IEC320-C13/C14
2	CBL17103-5	Cable: 5m Fiber OM3 10GbE 50/125 LC-LC
2	CON30088-PU	DS-300B 8G 8PORT UPGRADE KIT
1	ALP662102-2FD	Tape Drive Dual LTO6 IBM Rackmount, FC-AL, dual node, 2U

Configuration: Brocade 300B Switch - Production Site 042117 2YR (located in Santa Ana)

Hardware:

Quantity	Style	Description
2	CX1312-PWR	EMC DISK: 2 C13 PWRCORDS W/ NEMA 5-15 PLUGS 125V 10A
2	CON40-FDB	DSB SWITCH CLAR FIELD RCK KIT -B
2	CON300-B8G	DS-300B 8/24P 8G BASE SWITCH

Configuration: Brocade 300B Switch - DR Site 042117 2 YR (Located in Sacramento)

Hardware:

Quantity	Style	Description
2	CX1312-PWR	EMC DISK: 2 C13 PWRCORDS W/ NEMA 5-15 PLUGS 125V 10A
2	CON40-FDB	DSB SWITCH CLAR FIELD RCK KIT -B
2	CON300-B8G	DS-300B 8/24P 8G BASE SWITCH

Configuration: CER DR Key 2 YR (Located in Sacramento)

Software:

Quantity	Style	Description
1	CER337095-001	CDI Dorado 4380 Disaster Recovery Key

Configuration: 9840 Tape Maintenance (Located in Santa Ana)

Hardware:

Quantity	Style	Description
2	SUN9840-2RZ	T9840D, FC, DPSW, 2 DRIVE, RACK MT

IV. Decommissioning / De-Installation the Mainframe Dorado System

- a. Contractor shall, upon determination upon County's determination mainframe(s) are no longer required, perform decommissioning of equipment. Decommissioning is the complete decommission / de-installation process of all mainframe equipment located at Sheriff's Data Center and Sacramento DR (Disasters Recovery) Data Centers.
- b. Contractor shall provide all labor, supplies, tools, transportation (including parking and travel), personal protective equipment (PPE) and all necessary materials, and consumables to perform decommission /

de-installation provided for in this scope of work. Contractor shall also be responsible for providing and supplying any specialized tools or equipment. Contractor shall not have access to any County owned tools, materials, or equipment.

c. Contractor shall perform the following decommission / de-installation processes:

1. De-install and removal of Orange County Sheriff's Department (Santa Ana) Unisys Dorado D4380 complex
 - Services: Data Erasure
 - VNX 5200 Production Security Data Clear
 - VNX 5200 DR Security Data Clear
 - Remove entire complex from OCSD Data Center
 - Remove entire complex from Sacramento DOJ Data Center
2. De-install and removal of Sacramento Unisys Dorado D4380 complex
 - Services: Data Erasure
 - VNX 5200 Production Security Data Clear
 - VNX 5200 DR Security Data Clear
 - Remove entire complex from OCSD Data Center
 - Remove entire complex from Sacramento DOJ Data Center
3. De-Installation Services Process Details:
 - De-Install Equipment at Orange County Sheriff's Department (Santa Ana) Data Center
 - Erase all data from System internal storage areas
 - DOJ (Department of Justice): Secure WIPE of all Data Storage areas on VNX 5200 subsystems. Contractor shall comply with instructions contained within U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services (CJIS) Security Policy: Version 5.9 06/01/2020 CJISD-ITS-08140-5.9, Paragraphs 5.8.3 Digital Media Sanitization and Disposal, 5.8.4 Disposal of Physical Media.
https://www.fbi.gov/file-repository/cjis_security_policy_v5-9_20200601.pdf/view
 - Un-cable all components within the Main Server Rack
 - Remove all three (3) racks and equipment
 - Un-cable all components of the Main Dorado Systems Rack
 - Un-cable all components within the attached VNX5200 Rack
 - Remove and dispose all three (3) racks from the Data Center Floor.
 - Remove all equipment and racks from BGB Facility and Transport them to a recycling location.
4. De-Install Equipment at Department of Justice (DOJ), Sacramento (DR) Data Center
 - Erase all data from System internal storage areas
 - DOJ (Department of Justice) Secure WIPE of all Data Storage areas on VNX 5200 subsystems. Contractor shall comply with instructions contained within U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services (CJIS) Security Policy: Version 5.9 06/01/2020 CJISD-ITS-08140-5.9, Paragraphs 5.8.3 Digital Media Sanitization and Disposal, 5.8.4 Disposal of Physical Media.
https://www.fbi.gov/file-repository/cjis_security_policy_v5-9_20200601.pdf/view
 - Un-cable all components within the Main Server Rack
 - Remove all three (3) racks and equipment
 - Un-cable all components of the Main Dorado Systems Rack

- Un-cable all components within the attached VNX5200 Rack
- Remove and dispose of all three (3) racks from the Data Center Floor.
- Remove all equipment and racks from Sacramento Facility and Transport them to a recycling location.

5. Disposal of Decommissioned / De-installed Mainframes

d. Contractor shall perform the following steps during the disposal of Decommissioned / De-installed Mainframes:

1. Prior to removal of mainframe equipment (All Locations) Contractor shall photograph each rack providing pictures of individual asset tags and equipment serial numbers. Contractor shall forward picture to County's project manager via electronic mail. Contractor shall remove all asset tags from equipment and return to County's project manager.
2. Contractor's fees for Decommissioning / De-installing of Mainframes shall be inclusive of all cost for haul away and recycling. This shall be performed at no additional cost to County.
3. County owned mainframe equipment have no value other than scrap metal. Contractor shall provide County copies of invoices stating the name(s) and location(s) of facilities accepting mainframe equipment for recycling.

V. Delivery Locations

a. Contractor shall coordinate all services with County's project manager at the following locations:

County of Orange
Sheriff-Coroner Department/Technology Division - Information Services Bureau
320 N. Flower Street, 3rd Floor
Santa Ana, CA 92703
Attn: Jerry Soto
Email: jsoto@ocsd.org
(714) 834-6706

California Department of Justice (DOJ)
4949 Broadway
Sacramento, CA 95820

b. Contractor's personnel shall comply with all County requirements regarding the wearing of personal protective equipment (PPE) while on site.

ATTACHMENT B

Compensation and Pricing Provisions

1. Compensation: This is a firm-fixed fee Contract between the County and Contractor for Dorado Mainframe Hardware and Software (OS) Extended Maintenance and Support Services as set forth in 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 Articles C. Amendments of the County Contract Terms and Conditions.

2. Fees and Charges: County will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows:
 - a. County shall pay the following fees for Dorado Mainframe Hardware and Software (OS) Extended Maintenance and Support Services.

Item No.	Description	U/M	Year 1	Year 2	*Extended Pricing. Two (2) Year Bundle
01	Maintenance Level (HW and SW): <u>Hardware Support</u> <ul style="list-style-type: none"> • 24 x 7 Coverage with either a 4- hour response time or a 1-hour emergency response time • Hardware Replacement • Hardware Repairs • Hardware Break-Fix • Hardware Code Errors <u>Software Support</u> <ul style="list-style-type: none"> • 24 x 7 Coverage with either a 4- hour response time or a 1-hour emergency response time • Software Errors and Updates • Software Licensing 	Annual	Included in cost below	Included in cost below	
02	D4380 Production		\$698,196	\$104,490	\$802,686
03	D4380 Development		\$318,290	\$63,369	\$381,659
04	VNX5200 Production		\$25,830	\$27,895	\$53,725
05	VNX5200 DR		\$25,830	\$27,895	\$53,725
06	LTO6 Drives Production		\$5,382	\$5,813	\$11,195

07	LTO6 Drives DR	\$5,382	\$5,813	\$11,195
08	Brocade Switch Production	\$892	\$964	\$1,856
09	Brocade Switch DR	\$892	\$964	\$1,856
10	DR Key	\$ -	\$63,554	\$63,554
11	9840 Tape - Estimate	\$23,332	\$25,665	\$48,997
12	Subtotal	\$1,104,026	\$326,422	\$1,430,448
13	Orange County Sales Tax and District Taxes (if applicable)	\$ N/A	\$ N/A	\$ N/A
14	Total	\$1,104,026	\$326,422	\$1,430,448

* Includes cost of software license. All freight, delivery, shipping and handling charges are included in the unit cost. All prices are F.O.B. destination.

b. County shall pay the following fees for the Decommissioning / De-Installation of the Dorado Mainframe System.

Item No.	Description	Location	Pricing
15	Decommissioning / De-Installation the Mainframe Dorado System.	County of Orange Sheriff-Coroner Department/ Technology Division -Information Services Bureau	\$20,800
16	Decommissioning / De-Installation the Mainframe Dorado System.	California Department of Justice (DOJ), DR (Disasters Recovery) Data Centers - Sacramento	\$20,800

~~Total Contract amount shall not exceed \$1,472,048 for the initial two (2) year term.~~

Contract shall not exceed \$736,034 for the term of 12/1/2022 through and including 11/30/2023

- 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 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.
- 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.

5. **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.
6. **Payment Terms:** Invoices are to be submitted 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 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.

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

In accordance with Paragraph F, Acceptance Payment, 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.

a. **Dorado Mainframe Hardware and Software (OS) Extended Maintenance and Support Services**

Payment In Advance: Invoices submitted for the Dorado Mainframe Hardware and Software (OS) Extended Maintenance and Support Services shall be paid in advance. In the event the Contractor is terminated for any reason, County shall immediately receive one/twenty-fourth (1/24) of all prepaid Dorado Mainframe Hardware and Software (OS) Extended Maintenance and Support Services (as listed in this contract) for each month or portion thereof remaining for the applicable Contract year as listed in this Contract.

b. **Decommissioning / De-Installation of the Dorado Mainframe System.**

Payment in Arears: Invoices submitted for the Decommissioning / De-Installation of the Dorado Mainframe System shall be paid in arears following acceptance and satisfactory completion of work performed by the contractor.

7. **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.
8. **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

1. Total

Invoice and support documentation are to be forwarded to:

Sheriff-Coroner Department / Technology Division
320 N. Flower Street
Santa Ana, CA. 92703
Attn: Bonnie Blackburn
Ph: 714-834-3184
Email: bblackburn@ocsd.org

9. Payment (Electronic Funds Transfer (EFT))

The County of Orange 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 of Orange via an EFT Authorization Form. To request a form, please contact the assigned Deputy Purchasing Agent. Upon completion of the form, please mail, fax or email to the address or phone listed on the form.

10. 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.