



COUNTY OF NEVADA

PURCHASING DIVISION
 950 MAIDU AVENUE
 NEVADA CITY, CA 95959
 (530) 265-1238 Fax (530) 265-7112
 Federal Excise Tax Exemption #94730213K
 Federal Tax ID #94-6000526

VENDOR 104702 FAX: 530-798-4103
 R & B COMMUNICATIONS INC
 520 SOUTH ABURN ST
 GRASS VALLEY CA 95945

SHIP TO NEVADA COUNTY INFORMATION SYSTEMS
 ERIC ROOD ADMIN. BUILDING 1ST FLOOR
 950 MAIDU AVENUE
 NEVADA CITY, CA. 95959
 ATTN: CAITLIN MCBRIDE

ORDER DATE: 09/05/18	BUYER: SANDY BALZER	REQ. NO.: 27471	REQ. DATE: 08/22/18
TERMS: NET 30 DAYS	F.O.B.:	DESC.: ANGIE EVANS X1692	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	TL	PERSONAL SERVICES CONTRACT FOR PC INSTALLATION PY:PEL3508	25000.0000	25,000.00
02	1.00		BILL TO: ACCOUNTS PAYABLE INFORMATION AND GENERAL SERVICES 950 MAIDU AVENUE NEVADA CITY, CA 95959	.0000	.00
03	1.00		PROVIDE EVIDENCE OF GENERAL & AUTO LIAB INSURANCE IN THE AMT OF \$1 MILLION COMBINED SGL LIMIT ON A PER OCCURENCE BASIS W/ ENDORSEMENT NAMING THE COUNTY AS ADDL INSURED	.0000	.00
04	1.00		CONTRACTOR SHALL PROVIDE EVIDENCE OF WORKERS COMPENSATION INSURANCE	.0000	.00
05	1.00		CONTRACTOR SHALL PROVIDE EVIDENCE OF ERRORS AND OMISSIONS	.0000	.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	25,000.00
				TOTAL \$	25,000.00

01	0101110075317000 521520	25,000.00	53183000
02	0101110075317000 521520	.00	53183000
03	0101110075317000 521520	.00	53183000
04	0101110075317000 521520	.00	53183000
05	0101110075317000 521520	.00	53183000

To avoid delays in payment, please note the Ship to and Bill To information above. Invoices are Net 30. Additional terms and conditions are on the reverse. Any attached contract terms and conditions supercede those on the reverse. This order is authorized by Mary Hall Ross, County Purchasing Agent.

APPROVED BY


 PURCHASING AGENT

REQ 27471
PESL3488



Information and General Services Department

950 Maidu Avenue
Nevada City, CA 95959
Phone: 530-265-1238
Fax: 530-265-7112

Information Systems
Geographic Information Systems
Cable Television
Central Services

Facilities Management
Purchasing
Emergency Services

Renewal Request

July 6, 2018

Mr. Brad Borogno
R&B Com Inc
15544 Shannon Way
Nevada City, CA 95959

Via Email to: bradb@rb-com.com

Re: Services Contract for PC Installation & Upgrades

Dear Mr. Borogno,

Nevada County awarded the above contract to your firm for the period of January 2, 2018 through June 30, 2018 on behalf of the Information and General Services Department. The department has reported they are satisfied with the services you have provided over this period. The agreement contains an option to renew for another year, provided the terms can be satisfactorily negotiated.

The County is considering renewal of the agreement for the period of July 1, 2018 through June 30, 2019. Please note your decision below, then sign and return this letter as soon as possible.

Renewal of your contract is solely at the County's discretion. Your response will be carefully evaluated to determine if a satisfactory renewal can be accomplished, or if rebidding will best serve the County's interest.

The following item is required with your renewal response:

_____ Certificate of Insurance with the minimum coverage shown on the attached.

Please remember I cannot issue a new contract until all the recommended insurance certificates are received.

If you have any questions regarding this process, please feel free to call me at 530-265-1557.

Desiree Belding, CPPB
Deputy Purchasing Agent
desiree.belding@co.nevada.ca.us

AS AUTHORIZED REPRESENTATIVE(S) OF THIS FIRM, I/WE:

BB
BB

Agree to a one-year renewal of the above Contract for the exact same pricing and terms.

Agree to a one-year renewal of the above Contract with the changes shown on the attached. (Please line through the original information without obliterating it.)

Name (type or print): BRAD BORGOGN

Title: PRESIDENT

Signature:

Date: 7/30/2018

**AMENDMENT #1 TO CONTRACT WITH
R & B Com, Inc., Contract PESL3488**

THIS AMENDMENT is executed this 30th day of April, 2018 by and between **R & B Com, Inc.** and COUNTY OF NEVADA. Said Amendment will amend the prior agreement between the parties entitled PC Installation and Upgrade Services executed on January 5, 2018 by the Purchasing Agent.

WHEREAS, the parties desire to amend their agreement to allow or provide for an increase in the maximum contract amount; and

WHEREAS, the Purchasing Agent executed a contract at the beginning of the fiscal year with a maximum contract amount of less than \$10,000 and Contractor has provided services in excess of this amount; and

NOW, THEREFORE, the parties hereto agree as follows:

1. This amendment shall be effective as of April 30th, 2018.
2. That the Maximum Contract Price set forth at \$2 is increased by \$15,000 to \$25,000.
3. That in all other respects the prior agreement of the parties shall remain in full force and effect except as amended herein.

COUNTY OF NEVADA

By: 

Steve Monaghan
Chief Information Officer

R & B Com, Inc:

By: 

PESL 3488
Req 26600

PERSONAL SERVICES CONTRACT
County of Nevada, California

This Personal Services Contract is made between the COUNTY OF NEVADA (herein "County"), and

R&B Com Inc.

(herein "Contractor"), wherein County desires to retain a person or entity to provide the following services, materials and products generally described as follows:

(§1) PC Installation and Upgrade Services

SUMMARY OF MATERIAL TERMS

(§2) **Maximum Contract Price:** \$10,000
 (§3) **Contract Beginning Date:** 1/2/2018 **Contract Termination Date:** 6/30/2018
 (§4) **Liquidated Damages:** n/a

INSURANCE POLICIES

Designate all required policies:		Req'd	Not Req'd
(§6)	Commercial General Liability (\$1,000,000)	<u>X</u>	<u> </u>
(§7)	Automobile Liability (\$ 300,000) Personal Auto	<u> </u>	<u>X</u>
	(\$1,000,000) Business Rated	<u>X</u>	<u> </u>
	(\$1,000,000) Commercial Policy	<u> </u>	<u>X</u>
(§8)	Worker's Compensation	<u>X</u>	<u> </u>
(§9)	Errors and Omissions (\$1,000,000)	<u>X</u>	<u> </u>

LICENSES AND PREVAILING WAGES

(§14) Designate all required licenses:

NOTICE & IDENTIFICATION

(§26) Contractor: R&B Com Inc. 15544 Shannon Way Nevada City CA 95959 Contact Person: Brad Borgogno (530) 478-1137 e-mail:bradb@rb-com.com Vendor#104702	County of Nevada: 950 Maidu Avenue Nevada City, California 95959 Contact Person: Landon Beard (530) 265-1687 e-mail: landon.beard@co.nevada.ca.us Org Code: 0101-11007-531-7000/53183000
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Contractor is a: (check all that apply)

Corporation:	<u> </u> Calif.,	<u> </u> Other,	<u>X</u> LLC,	<u> </u> Non-profit
Partnership:	<u> </u> Calif.,	<u> </u> Other,	<u> </u> LLP,	<u> </u> Limited
Person:	<u> </u> Indiv.,	<u> </u> Dba,	<u> </u> Ass'n	<u> </u> Other

EDD: Independent Contractor Worksheet Required: Yes X No
HIPAA: Schedule of Required Provisions (Exhibit D): Yes X No

ATTACHMENTS

Designate all required attachments:	Req'd	Not Req'd
Exhibit A: Schedule of Services (Provided by Contractor)	<u>X</u>	<u> </u>
Exhibit B: Schedule of Charges and Payments (Paid by County)	<u>X</u>	<u> </u>
Exhibit C: Schedule of Changes (Additions, Deletions & Amendments)	<u> </u>	<u>X</u>
Exhibit D: Schedule of HIPAA Provisions (Protected Health Information)	<u> </u>	<u>X</u>

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COUNTY OF NEVADA – PURCHASE ORDER TERMS & CONDITIONS

1. The County of Nevada reserves the right to cancel this order if goods are not shipped as directed, in a timely manner, or if items have not been shipped.
2. Order must be filled exactly as specified; no exceptions. Alternates or substitutes will not be accepted unless authorized in writing or by telephone, followed by a written change order, by the Purchasing Agent or his or her authorized agent.
3. Any correspondence referring to this order must be directed to the Purchasing Agent and include the purchase order number.
4. Each shipment, packing slip, invoice, and all correspondence must be plainly marked and show the purchase order number and the department in whose care the material is shipped.
5. No charge will be allowed for packing, boxing or cartage, unless agreed upon at the time of purchase.
6. Merchandise must not be shipped C.O.D.
7. Freight charges must be prepaid on all material sold F.O.B. destination. On shipments sold F.O.B. point of origin, prepay and add to invoice the actual shipping cost incurred. Original copy for paid express or freight bill must be attached to the invoice.
8. All material and workmanship are subject to inspection and test by the County for compliance with specifications as included herein. In the event articles or services are defective or not in conformity with this order, the County shall have the right to reject the items or require correction. Defective articles or services shall be removed from County premises and/or corrected by and at the expense of the vendor. Failure to inspect and accept or reject shall not relieve the vendor from responsibility for compliance with specifications. Final acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.
9. The vendor shall hold the County of Nevada, its officers, agents, and employees harmless from liability of any nature or kind on account of use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this order.
10. In case of default, exceeding 14 calendar days, by the vendor of any of the conditions of this purchase order or bid, the County of Nevada may procure the articles or services from other sources and may deduct from the unpaid balance due the vendor or may collect against the bond or surety for excess costs so paid, and the prices paid by the County shall be considered the prevailing market price at the time such purchase is made.
11. The vendor will not be liable for failure or delay in the fulfillment if hindered or prevented by fires, strikes, or acts of God, or other circumstances beyond the vendor's control.
12. The County of Nevada will not be responsible for goods delivered or services rendered without an order on this form properly signed by the County Purchasing Agent or his authorized agent. When this order covers a continuing service rendered over a stated period of time, a new order must be obtained upon expiration of the time period to authorize the continuance of the service for an additional period of time. There are no automatic extensions.
13. The County of Nevada is exempted from payment of Federal Excise Tax. No Federal Excise Tax should be included in price. Exemption Certificate will be furnished when applicable and if requested. Federal Excise Tax Exemption Certificate No. 94730213K filed with the District Director of the Internal Revenue, December 21, 1960.
14. All disputes concerning questions of fact which may arise under this purchase order, and not disposed of by mutual consent, shall be decided by the Purchasing Agent of Nevada County.
15. Vendor agrees that materials comply fully with safety regulations of EPA, OSHA, and CAL-OSHA.
16. In the event that the materials are unsatisfactory or deemed by the County of Nevada to be unusable for their intended purpose due to contamination prior to delivery, unsafe or damaged packaging, or unsatisfactory substitution of materials/product, it will be the responsibility of the vendor to issue a pickup order and dispose of the returned material in a proper manner at no cost to the County of Nevada. Should the vendor fail to issue a pickup order within 14 calendar days, the County will dispose of the material and bill the vendor for all cost of such disposal including direct and overhead cost. The County may withhold any such charges from any payment owing to the vendor.
17. The County of Nevada may, at its sole option, offer and promote the availability of products and pricing of any agreement formulated from the Request for Quotation to other governmental entities. Further, the County may enter into agreements with such other governmental entities whereby such entities may order products contained in this agreement.

It is clearly understood and accepted that the County is not a dealer, re-marketer, agent or other representative of the vendor.

Purchase orders for other governmental entities utilizing this agreement shall be submitted by that entity. The County of Nevada will not be liable or responsible for any obligations, including but not limited to, payment for any products ordered by other government entities.

The County of Nevada and the Vendor acknowledge that any "piggyback" agreement is not to be construed as an order or commitment by the County to purchase any products.
18. Nevada County prohibits discrimination in employment or in the provision of services because of race, color, religion, religious creed, sex, age, marital status, ancestry, national origin, political affiliation, physical handicap or medical condition. This clause does not require the hiring of unqualified persons.
19. Pursuant to Government Code 926.10, payment of interest is authorized at the rate of 6 percent per annum for payments made after the 61st day of date of an approved invoice.
20. All applicable portions of the State of California Uniform Commercial Code shall govern contracts with the County of Nevada.

Terms

Each term of this Contract below specifically incorporates the information set forth in the Summary at page one (1) above as to each respective section (§) therein, as the case may be.

Services

1. Scope of Services:

Contractor shall provide all of the services, materials and products (herein "Services") generally described in **Exhibit "A"**, according to a performance schedule, if applicable, as set forth in said exhibit (herein "Performance Schedule"). If requested, Contractor agrees to serve as an expert witness for County in any third party action or proceeding arising out of this Contract.

Payment

2. Charges and Payments:

The charges (herein "Charges") for furnishing the aforesaid Services under this Contract are set forth in **Exhibit "B"**, including, if applicable, hourly rates, unit pricing, and expense, mileage and cost limits. Said Charges shall be presented monthly by invoice, and shall be due within thirty (30) days of receipt unless payment is otherwise set forth in said **Exhibit "B"**, and shall remain in effect for the entire term of this Contract, and any extension hereof. In no event will the cost to County for Services to be provided under this Contract, including direct non-salary expenses, exceed the **Maximum Contract Price** set forth at §2, page one (1), above.

Time for Performance

3. Contract Term:

This Contract shall commence on the **Contract Beginning Date** set forth at §3, page one (1), above. All Services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** set forth at §3, page one (1), above.

4. Liquidated Damages:

County and Contractor agree that damages to County due to delays in timely providing Services in accordance with the aforesaid Performance Schedule and Contract Termination Date are impractical and difficult to ascertain. Therefore, if §4 at page one (1) hereof shall indicate a daily amount as **Liquidated Damages**, County shall have the right to assess said daily sum, not as a penalty, but as and for damages to County due to delays in providing Services not in accordance with the said Performance Schedule, or later than the Contract Termination Date (herein "Delay"). Liquidated Damages shall be offset against amounts owing to Contractor, including retention sums.

To the extent that any Delay is a result of matters or circumstances wholly beyond the control of Contractor, County may excuse said Liquidated Damages; provided however, that County may condition such excuse upon Contractor having given prompt notice to County of such delay immediately by telephone and thereafter by written explanation within a reasonable time. The time for Contractor's performance shall be extended by the period of delay, or such other period as County may elect.

5. Time of the Essence:

Time is of the essence with respect to Contractor's performance under this Contract. Delay in meeting the time commitments contemplated herein will result in the assessment of liquidated damages, if indicated at §4 at page one (1), hereof. If Liquidated Damages are not so indicated, damages shall be as otherwise provided by law.

Insurance

6. Commercial General Liability Insurance: (County Resolution No. 90674)

If §6 at page one (1) hereof shall indicate a **Commercial General Liability** insurance policy is required, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following:

- (i) Broad form coverage for liability for death or bodily injury to a person or persons, and for property damage, combined single limit coverage, in the minimum amount indicated at said §6;



- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and other insurance maintained by the County of Nevada shall be excess only and not contributing with Contractor's insurance;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

7. Automobile Liability Insurance: (County Resolution No. 90676)

If §7 at page one (1) hereof shall require either a Business Rated or a Commercial Automobile Liability insurance policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following provisions:

- (i) Liability protection for death or bodily injury to a person or persons, property damage, and uninsured and underinsured coverage, combined single limit coverage, in the minimum amount indicated at said §7;
- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and other insurance maintained by the County of Nevada shall be excess only and not contributing with Contractor's insurance;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

If §7 at page one (1) hereof shall require a Personal Auto policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance for a minimum of three hundred thousand dollars, (\$300,000), in combined single limits, and naming the County as additionally insured.

8. Worker's Compensation: (County Resolution No. 90674)

If §8 at page one (1) hereof shall indicate a Worker's Compensation insurance policy is required, Contractor shall maintain said policy as required by law, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

Before commencing to utilize employees in providing Services under this Contract, Contractor warrants that it will comply with the provisions of the California Labor Code, requiring Contractor to be insured for worker's compensation liability or to undertake a program of self-insurance therefor.

9. Errors and Omissions:

If §9 at page one (1) hereof shall indicate Errors and Omissions insurance is required, Contractor shall maintain either a professional liability or errors & omissions policy in the minimum amount indicated, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

10. Miscellaneous Insurance Provisions: (County Resolution No. 90675)

All policies of insurance required by this Contract shall remain in full force and effect throughout the life of this Contract and shall be payable on a "per occurrence" basis unless County specifically consents to "claims made" coverage. If the County does consent to "claims made" coverage and if Contractor changes insurance carriers during the term of this Contract or any extensions hereof, then Contractor shall carry prior acts coverage.

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by County, its officers, agents and/or employees, shall be excess only and not contributing with insurance required or provided under this agreement.

SW

At all times, Contractor shall keep and maintain in full force and effect throughout the duration of this Contract, policies of insurance required by this Contract which policies shall be issued by companies with a Best's Rating of B+ or higher (B+, B++, A-, A, A+ or A++), or a Best's Financial Performance Rating (FPR) of 6 or higher (6, 7, 8 or 9) according to the current Best's Key Rating Guide, or shall be issued by companies approved by the County Risk Manager. In the event the Best's Rating or Best's FPR shall fall below the rating required by this paragraph, Contractor shall be required to forthwith secure alternate policies which comply with the rating required by this paragraph, or be in material breach of this Contract.

Failure to provide and maintain the insurance policies (including Best's ratings), endorsements, or certificates of insurance required by this Contract shall constitute a material breach of this agreement (herein "Material Breach"); and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both. (See §13, ¶2, below, as these provisions additionally apply to subcontractors.)

11. Indemnity:

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify, defend and hold harmless the County and its officers, officials, employees, agents and volunteers from any and all liabilities, claims, demands, damages, losses and expenses (including, without limitation, defense costs and attorney fees of litigation) which result from the negligent act, willful misconduct, or error or omission of Contractor, except such loss or damage which was caused by the sole negligence or willful misconduct of County or its officers, officials, employees, agents and volunteers.

Personal Services

12. Contractor as Independent:

In providing services herein, Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as agents or employees of County.

13. Assignment and Subcontracting:

Except as specifically provided herein, the rights, responsibilities, duties and Services to be performed under this Contract are personal to the Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute nor replace any personnel for those specifically named herein or in its proposal without the prior written consent of County.

Contractor shall cause and require each transferee, subcontractor and assignee to comply with the insurance provisions set forth herein at §§6, 7, 8, 9 and 10, to the extent such insurance provisions are required of Contractor under this Contract. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor and assignee shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

14. Licensing and Permits:

Contractor warrants (i) Contractor is qualified and competent to provide all Services under this contract; (ii) Contractor and all employees of Contractor hold all necessary and appropriate licenses therefor, including those licenses set forth at §14, page one (1) hereof; and, (iii) Contractor shall obtain, and remain in compliance with, all permits necessary and appropriate to provide said Services. Contractor shall cause said licenses and permits to be maintained throughout the life of this Contract. Failure to do so shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

Public Contracts

15. Prevailing Wage and Apprentices:

To the extent made applicable by law, performance of this Contract shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with Section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code §§1720, et seq.; and shall be in conformity with Title 8 of the California Code of Regulations §§200 et seq., relating to apprenticeship. Where applicable:

(i) Contractor shall comply with the provisions thereof at the commencement of Services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall be deemed a material breach of this contract. Applicable prevailing wage determinations are available on the California Department of Industrial Relations website at <http://www.dir.ca.gov/OPRL/PWD>.

(ii) Contractor and all subcontractors must comply with the requirements of Labor Code Section 1771.1(a) pertaining to registration of contractors pursuant to Section 1725.5. Registration and all related requirements of those Sections must be maintained throughout the performance of the Contract.

(iii) Contracts to which these prevailing wage requirements apply are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each contractor and subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.

(iv) The County is required to provide notice to the Department of Industrial Relations of any public work contract subject to prevailing wages within five (5) days of award.

16. Accessibility (County Resolution No. 00190):

It is the policy of the County of Nevada that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall be in compliance with the provisions of the Americans With Disabilities Act and Title 24, California Code of Regulations. To the extent this Contract shall call for Contractor to provide County contracted services directly to the public, Contractor shall certify that said direct Services are and shall be accessible to all persons.

17. Nondiscriminatory Employment:

In providing Services hereunder, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.

18. Prior Nevada County Employment (County Resolution No. 03-353):

Effective July 22, 2003, it is the policy of the County of Nevada that former members of the Board of Supervisors, a former CEO, or a former Purchasing Agent, for a period of twelve (12) months following the last day of employment, shall not enter into any relationship wherein that former employee or former Board member receives direct remuneration from a legal entity that, during the last twelve (12) months of said employment or Board member's service, entered into a contract with, or received a grant from the County of Nevada. Provided however, that this prohibition shall not apply to any employee that did not personally approve a contract with or grant to said legal entity during the last twelve (12) months of said employment, and shall not apply when the Board of Supervisors did not approve a contract with or grant to said legal entity during the last twelve (12) months of said Board member's service.

A violation of this policy shall subject Contractor to all of the remedies enumerated in said resolution and as otherwise provided in law, which remedies shall include but not be limited to injunctive relief, cancellation and voiding of this contract by County, a return of grant money, a cause of action for breach of contract, and entitlement to costs and reasonable attorney fees in any action based upon a breach of contract under this provision.

19. Cost Disclosure:

In accordance with Government Code Section 7550, should a written report be prepared under or required by the provisions of this Contract, Contractor agrees to state in a separate section of said report the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of said report

Default and Termination

20. Termination:

A Material Breach of this Contract pursuant to the terms hereof or otherwise, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to immediately suspend payments hereunder, or terminate this contract, or both, **without notice**.

SVA

If Contractor fails to timely provide in any manner the services materials and products required under this Contract, or otherwise fails to promptly comply with the terms of this Contract, or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Contract by giving **five (5) days written notice** to Contractor.

Either party may terminate this Contract for any reason, or without cause, by giving **thirty (30) calendar days written notice** to the other, which notice shall be sent by registered mail in conformity with the notice provisions, below. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Contractor shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.

County, upon giving **sixty (60) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Contract at the end of any fiscal year if the County or the State of California, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this contract.

Miscellaneous

21. Books of Record and Audit Provision:

Contractor shall maintain complete records relating to this Contract for a period of five (5) years from the completion of Services hereunder. Said records shall include but not be limited to bids and all supporting documents, original entry books, canceled checks, receipts, invoices, payroll records including subsistence, travel and field expenses, together with a general ledger itemizing all debits and credits

Contractor shall permit County to audit said records as well as such related records of any business entity controlled by Contractor. Said audit may be conducted on Contractor's premises or at a location designated by County, upon fifteen (15) days notice. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charged of five percent (5%) or more of the Maximum Contract Price.

22. Intellectual Property:

All original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto (herein "Intellectual Property"), which concern or relate to this Contract and which have been prepared by, for or submitted to Contractor, shall be the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception. Provided however, for personal purposes only and not for commercial, economic or any other purpose, Contractor may retain a copy of Contractor's work product hereunder.

23. Entire Agreement:

This Contract represents the entire agreement of the parties, and no representations have been made or relied upon except as set forth herein. This Contract may be amended or modified only by written, fully executed agreement of the parties.

24. Jurisdiction and Venue:

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Nevada County, California.

25. Compliance with Applicable Laws:

The Contractor shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the Services to be provided by this Contract.

26. Notices:

This Contract shall be managed and administered on County's behalf by the department and the person set forth at §26, page one (1) of this Contract, and all invoices shall be submitted to and approved by this Department. In addition to personal service, all notices may be given to County and to Contractor by first class mail addressed as set forth at said §26 Said notices shall be deemed received the fifth (5th) day following the date of mailing or the earlier date of personal service, as the case may be.

27. Authority:

All individuals executing this Contract on behalf of Contractor represent and warrant that they are authorized to execute and deliver this Contract on behalf of Contractor.

IN WITNESS WHEREOF, the parties have executed this Contract effective on the Beginning Date, above.

CONTRACTOR:

Steven L. Harrari

Name: STEVEN L. HARRARI

Title: CEO

Dated: 1/3/2018

COUNTY OF NEVADA:

Steve Monaghan

Steve Monaghan
Director/Purchasing Agent

Dated: 1-5-2018

EXHIBIT "A"

SCHEDULE OF SERVICES

1. Definitions

- 1.1. **Computer:** Used generically to identify a personal computing device, and may include, but is not limited to, various sizes and styles of personal computing devices such as desktop, laptop, mobile, and tablet styles, and includes associated items such as monitors, docking stations, keyboards and mice. Synonymous terms include workstation, equipment, machine, PC, MDC and MDT.
- 1.2. **Peripheral:** Monitors (LED/LCD), projectors, printers, scanners, label printers and other technology devices requiring direct connectivity to a Computer.
- 1.3. **Deploy(ment):** Defines the act of unpacking equipment (where needed), configuring, installing, peripheral connection, data migration, end-user QA, and recovery of removed equipment.
- 1.4. **Quality Assurance (QA):** The process of verifying that work performed meets contractual requirements and customer expectations.

2. Description of Services Required

2.1. Computer Deployment

Following detailed deployment instructions provided by the County, the Contractor will load the County's standard image on new/re-purposed computers and perform all tasks necessary to replace the end user's old computer with the new computer. Initial load and configuration will typically be performed at the IS Division's central work bench at 950 Maidu Avenue, Nevada City, with final installation at the customer's location within geographic Nevada County. "Computer Deployment" typically falls into two sub-definitions; simple and complex. These are differentiated by the number of user-specific applications requiring installation and customization. "Simple" generally is defined as 10 applications or less, and "complex" as more than 10 applications. Microsoft Office Suite installation is excluded from this count. Imaging procedures for desktops and laptops will be provided by County staff and updated as needed.

The specific tasks related to Computer Deployment include the following:

- a) Unpack/inspect equipment (may be new or re-purposed)
- b) Place trash in designated areas
- c) Install and configure OS following documented process
- d) Tag/Label equipment per standard
- e) Load needed applications – Microsoft Office Suite plus other applications as directed, including department specific applications.
- f) Transport and install computer and peripherals at customer location
- g) Connect up to two existing or replacement displays, using digital connections with provided DP, DVI or HDMI cables. (replace VGA with digital when possible)
- h) Transfer customer data using provided network location (desktop, favorites, shortcuts, documents, etc.)
- i) Verify with customer that new software load matches old for functionality
- j) Identify and re-install network printers
- k) Re-connect and install existing peripherals, including needed drivers
- l) Perform necessary cable management for job to be considered professional
- m) Obtain sign-off by customer or representative for functionality
- n) Relocate old system to designated location and tag/label per standard
- o) Complete quality control checklist verifying that the job has been completed.

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2.2. Bench and Field Work

Following instructions or guidance from the County, the Contractor will perform services at various facilities owned, operated or managed by County. Work may include:

- Open a PC and add memory, video card or other accessory
- Wipe hard disks for decommissioning of hardware following established procedure
- Install or upgrade software with County-provided documentation
- Test Nevada County's legacy software (for compatibility) under new or upgraded operating systems
- Provide data entry services
- Install or replace monitors, printers, scanners and other peripherals
- Inventory, label, disconnect, move and/or reconnect PCs and phones
- Deploy a network device (examples: printer, scanner or fax)
- Conduct bulk software installations or upgrades
- Conduct bulk hardware installs (e.g. memory, video cards or monitors)
- Install new or replacement customized applications involving complex interfaces and connections (e.g. establishing ODBC connections, establishing Telnet sessions)
- PC and application training (point of use training on the County's standard equipment and applications)

2.3. Other Related Services

The County, from time to time, may ask the Contractor to provide other technology-related services that are not explicitly described herein. Contractor will provide a written price quote for these services which will be defined by the County and agreed upon between the parties prior to any work commencing. Depending on the scope and value of the work, a separate contract may be required.

2.4. "Emergency" work

Work requested by the County to be performed within twenty-four (24) hours and for which the requirement for a specific quote to be provided in advance is waived.

Contractor will provide an informal verbal or written quote prior to performing requested work, and will provide to the County within 72 hours of performing "emergency" work a written description of the work performed and the applicable cost.

3. Resources and Environment

- a. County will provide workspace, licensed software, County-specific instructions for software installation, cable management (Velcro, raceway, clips, etc.) and disk duplication tools/methods. Primary workspace location has capacity for approximately 10 active simultaneous computer builds
- b. The County seeks to continuously improve hardware and software deployment mechanisms to increase efficiency, consistency or security needs. County will include
- c. Contractor will be responsible for providing all necessary hand tools.
- d. Services may be required at any and all County maintained worksites. Most staff are located in the Eric Rood Administration Center in Nevada City. Staff are also located at a variety of additional locations in both eastern and western Nevada County. Contracted service rates are inclusive of travel costs. No additional reimbursement will be provided to Contractor for travel to or between County sites.
- e. Services may be required at any and all County worksites. Most County staff are located in the Eric Rood Administration Center in Nevada City. County staff are also located at a variety of additional locations in both eastern and western Nevada County.

- f. The physical environment for performing services may include carrying equipment up to 40lb, kneeling, sitting, standing including traversing stairs and use of elevators and/or ladders.
- g. Due to the potentially sensitive nature of information maintained on County computers, Contractors will be required to obtain background checks on all personnel who will be engaged in the contracted work. All personnel will be required to sign the County's information security policy. The County reserves the right to disqualify any individual from performing the contracted services.

4. Standards for Professionalism

The County requires that the Contractor maintain the following standards of workplace professionalism:

- a. Contractor personnel shall arrive at the assigned County site on time for all scheduled appointments.
- b. Contractor personnel shall dress in business casual attire and maintain professional decorum while providing services.
- c. Contractor behavior will be appropriate for an office environment including language, personal hygiene and odors. Strong cologne and other scents are prohibited, including lingering smell of tobacco products.
- d. Contractor will be safety-minded and not take unnecessary risks.
- e. All County facilities are smoke and tobacco free, including all smokeless/vapor products.
- f. The County will, to the extent possible, provide adequate detail to the Contractor about the specifics of the job or project, and expects the Contractor to arrive on site with the required tools and skills to independently perform the scheduled tasks.
- g. The County expects the Contractor to assign work with adequate guidance and preparation to ensure highly autonomous on-site work habits.

In the event these standards are not met, the County will provide direct feedback to the Contractor's primary contact regarding the qualifications or performance of the respective individual(s). The Contractor must respond immediately to correct the situation, either by replacing the dispatched technician or training/retraining the technician. Repeated violations will constitute grounds for contract termination.

5. Training Requirement

The Contractor is responsible for providing any and all necessary training to on-board new Contractor employees and familiarize them with County operations at no additional cost to County. The California Department of Justice requires that "any vendor that may have access to a computer, laptop, tablet or mobile device displaying California Law Enforcement Telecommunications System (CLETS) information must participate in an online Security Awareness Training and test related to the security of the data. The training and test need to be completed every two years or as requested by the California Department of Justice." Contractor's employees must complete the online Security Awareness Training and test and provide the certification to the County upon completion.

6. Performance Requirement

- a. County will make available to Contractor in a timely manner, details and documentation to enable Contractor to be as efficient as possible.
- b. Contractor recognizes the dynamic nature of the County Information Technology environment, and commits to County to provide reasonable feedback in order to facilitate process improvements.

- c. County and Contractor will work in a mutually-beneficial manner to streamline processes in order to provide best-available services and to better serve the end-users affected by the work identified in this contract.

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EXHIBIT "B"

SCHEDULE OF CHARGES AND PAYMENTS

County will make deployment requests to Contractor via email and/or phone with written confirmation. This request will constitute a "work order". For each work order, the County will identify the quantity of computers to be deployed, which will define the "Rate Tier" for that work order. Computers within a work order may be a mix of types and final installation locations/departments. Computer equipment for a single work order will be available to Contractor all at one time. Deployment of computers within a single work order may be all on a single day, or on multiple days, as coordinated between County and Contractor in a mutually beneficial manner.

Rate Tier usage Examples:

- Example 1) County requests 2 computers (standard) be deployed for a certain office in Nevada City. Contractor bills for 2 computer deployments @ \$174 per.
- Example 2) County requests for 7 computers to be installed. 3 for a department in Nevada City (standard), 4 for an office in Grass Valley (complex) Contractor bills for 3 computers at \$158 per, and 4 @ 199 per.
- Example 3) County requests for 7 computers to be installed. 3 for a department in Nevada City (standard), 2 for an office in Grass Valley (complex), 2 for an office in Truckee (standard) Contractor bills for 3 computers at \$158 per, and 2 @ 199 per and 2 @ \$182 per.
- Example 4) Count requests for 22 computers to be installed. 11 (standard) in Nevada City and 11 (standard) in Grass Valley. Installations are spread over multiple days due to Contractor and County capacity limitations. Contractor bills for 22 computers at \$135 per.

County will pay Contractor for services provided in accordance with the rates below. All rates include travel to and from the various County locations. Contractor will invoice the County in arrears for services provided and upon completion of each work order.

Contractor will keep a detailed log of the work performed and time spent on the tasks and submit to County on a monthly basis.

Rates for Computer Deployment (per computer)

Rate Tier	Standard Deployment		Complex Deployment	
	Western Nevada County	Eastern Nevada County	Western Nevada County	Eastern Nevada County
1-3 computers	\$174	\$213	\$217	\$268
4-10 computers	\$158	\$182	\$199	\$228
11 or more computers	\$135	\$160	\$169	\$201

Rate for Bench and Field Work:

Location	Hourly Rate
Western and South County (ie. Grass Valley/Nevada City/Penn Valley)	\$72
Eastern County (ie.Truckee)	\$86
Contractor's Facility	\$72

Other Related Services

Contractor will provide a written price quote prior to executing work under this section. The quote must be approved before any work is performed. Individuals authorized by the County to approve the performance of work are: Chief Information Officer, Chief Fiscal and Administrative Officer, Information Systems Manager, Administrative Analyst, or a Network Systems Analyst.