Administering Agency: Nevada County Information Systems Department

Contract No.   PESP4363

Contract Description: **Computer Installation and Labor Services**

PROFESSIONAL SERVICES CONTRACT

      THIS PROFESSIONAL SERVICES CONTRACT ("Contract") is made at Nevada City, California, as of June 15, 2021 by and between the County of Nevada, ("County"), and Contractor("Contractor"), who agree as follows:

1. **Services** Subject to the terms and conditions set forth in this Contract, Contractor shall provide the services described in Exhibit A. Contractor shall provide said services at the time, place, and in the manner specified in Exhibit A.

2. **Payment** County shall pay Contractor for services rendered pursuant to this Contract at the time and in the amount set forth in Exhibit B. The payments specified in Exhibit B shall be the only payment made to Contractor for services rendered pursuant to this Contract. Contractor shall submit all billings for said services to County in the manner specified in Exhibit B; or, if no manner be specified in Exhibit B, then according to the usual and customary procedures which Contractor uses for billing clients similar to County. **The amount of the contract shall not exceed Fifty Thousand Dollars ($50,000.00).**

3. **Term** This Contract shall commence on, 7/1/2021. All services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** of: 6/30/2022.

4. **Facilities, Equipment and Other Materials** Contractor shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Contract.

5. **Exhibits** All exhibits referred to herein and attached hereto are incorporated herein by this reference.

6. **Electronic Signatures** The parties acknowledge and agree that this Contract may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

7. **Time for Performance** Time is of the essence. Failure of Contractor to perform any services within the time limits set forth in Exhibit A, or elsewhere in this Contract, shall constitute material breach of this contract. Contractor shall devote such time to the performance of services pursuant to this Contract as may be reasonably necessary for the satisfactory performance of Contractor's obligations pursuant to this Contract. Neither party shall be considered in default of this Contract to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

8.	**Liquidated Damages**
Liquidated Damages are presented as an estimate of an intangible loss to the County. It is a provision that allows for the payment of a specified sum should Contractor be in breach of contract. Liquidated Damages ☐**shall apply** ☒**shall not apply** to this contract. Liquidated Damages applicable to this contract are incorporated in Exhibit E, attached hereto.

9.	**Relationship of Parties**

9.1.	**Independent Contractor**
In providing services herein, Contractor, and the agents and employees thereof, shall work in an independent capacity and as an independent contractor and not as agents or employees of County. Contractor acknowledges that it customarily engages independently in the trade, occupation, or business as that involved in the work required herein. Further, the Parties agree that Contractor shall perform the work required herein free from the control and direction of County, and that the nature of the work is outside the usual course of the County's business. In performing the work required herein, Contractor shall not be entitled to any employment benefits, Workers' Compensation, or other programs afforded to County employees. Contractor shall hold County harmless and indemnify County against such claim by its agents or employees. County makes no representation as to the effect of this independent contractor relationship on Contractor's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Contractor specifically assumes the responsibility for making such determination. Contractor shall be responsible for all reports and obligations including but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation and other applicable federal and state taxes.

9.2.	**No Agent Authority** Contractor shall have no power to incur any debt, obligation, or liability on behalf of County or otherwise to act on behalf of County as an agent. Neither County nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Contract. Contractor shall not represent that it is, or that any of its agents or employees are, in any manner employees of the County.

9.3.	**Indemnification of CalPERS Determination** In the event that Contractor or any employee, agent, or subcontractor of Contractor providing service under this Contract or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for all payments on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

10.	**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 or 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, 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 Contract, 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.

11.   **Licenses, Permits, Etc.** Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, obtain or keep in effect at all times during the term of this Contract, any licenses, permits, and approvals which are legally required for Contractor to practice its profession at the time the services are performed.

12.   **Hold Harmless and Indemnification Contract** To the fullest extent permitted by law, each Party (the "Indemnifying Party") hereby agrees to protect, defend, indemnify, and hold the other Party (the "Indemnified Party"), its officers, agents, employees, and volunteers, free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character resulting from the Indemnifying Party's negligent act, willful misconduct, or error or omission, including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the Indemnified Party arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the Indemnified Party) and without limitation, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the Contract. The Indemnifying Party agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Indemnifying Party, using legal counsel approved in writing by Indemnified Party. Indemnifying Party also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against either Party or to enlarge in any way either Party's liability but is intended solely to provide for indemnification of the Indemnified Party from liability for damages, or injuries to third persons or property, arising from or in connection with Indemnifying Party's performance pursuant to this Contract. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this Contract.

13.   **Standard of Performance** Contractor shall perform all services required pursuant to this Contract in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession. All products of whatsoever nature which Contractor delivers to County pursuant to this Contract shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Contractor's profession.

        Contractor without additional compensation. Contractor's personnel, when on the County's premises and when accessing the County network remotely, shall comply with the County's regulations regarding security, remote access, safety and professional conduct, including but not limited to Nevada County Security Policy NCSP-102 Nevada County External User Policy and Account Application regarding data and access security. Contractor personnel will solely utilize the County's privileged access management platform for all remote access support functions, unless other methods are granted in writing by the County's Chief Information Officer or his/her designee.

14.   **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 section 1720, et seq., and shall be in conformity with Title 8 of the California Code of Regulations section 200 et seq., relating to apprenticeship. Where applicable:

- 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.

- 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.

- Contracts to which 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.

- 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.

15. **Accessibility** 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 comply 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.

16. **Nondiscriminatory Employment** Contractor shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex or sexual orientation in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.

17. **Drug-Free Workplace** Senate Bill 1120, (Chapter 1170, Statutes of 1990), requires recipients of state grants to maintain a "drug-free workplace". Every person or organization awarded a contract for the procurement of any property or services shall certify as required under Government Code Section 8355-8357 that it will provide a drug-free workplace.

18. **Political Activities** Contractor shall in no instance expend funds or use resources derived from this Contract on any political activities.

19. **Financial, Statistical and Contract-Related Records:**

   19.1. **Books and Records** Contractor shall maintain statistical records and submit reports as required by County. Contractor shall also maintain accounting and administrative books and records, program procedures and documentation relating to licensure and accreditation as they pertain to this Contract. All such financial, statistical and contract-related records shall be retained for five (5) years or until program review findings and/or audit findings are resolved, whichever is later. Such 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.

   19.2. **Inspection** Upon reasonable advance notice and during normal business hours or at such other times as may be agreed upon, Contractor shall make all of its books and records available for inspection, examination or copying, to County, or to the State Department of Health Care Services, the Federal Department of Health and Human Services, the Controller General of the United States and to all other authorized federal and state agencies, or their duly authorized representatives.

   19.3. **Audit** Contractor shall permit the aforesaid agencies or their duly authorized representatives to audit all books, accounts or records relating to this Contract, and all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. All such records shall be available for inspection by auditors designated by County or State, at reasonable times during normal business hours. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within fifteen (15) days upon delivery of written notice from County. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charge of five percent (5%) or more of the Maximum Contract Price.

20. **Termination**
   A. A Material Breach, as defined pursuant to the terms of this Contract 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.
   B. 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) calendar days written notice to Contractor.**
   C. 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.
   D. County, upon giving **thirty (30) 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.

In the event this Contract is terminated:

1) Contractor shall deliver copies of all writings prepared by it pursuant to this Contract. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostatting, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
2) County shall have full ownership and control of all such writings delivered by Contractor pursuant to this Contract.
3) County shall pay Contractor the reasonable value of services rendered by Contractor to the date of termination pursuant to this Contract not to exceed the amount documented by Contractor and approved by County as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the Contract specified in Exhibit B, and further provided, however, County shall not in any manner be liable for lost profits which might have been made by Contractor had Contractor completed the services required by this Contract. In this regard, Contractor shall furnish to County such financial information as in the judgment of the County is necessary to determine the reasonable value of the services rendered by Contractor. The foregoing is cumulative and does not affect any right or remedy, which County may have in law or equity.

21. **Intellectual Property** To the extent County provides any of its own original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto, not the property of Contractor (herein "Intellectual Property"), which concern or relate to this Contract and which have been prepared by, for or submitted to Contractor by County, shall be the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception.

22. **Waiver** One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this Contract shall not operate as a waiver of any subsequent breach or default by the other party.

23. **Conflict of Interest** Contractor certifies that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of this Contract. In addition, Contractor agrees that no such person will be employed in the performance of this Contract unless first agreed to in writing by County. This includes prior Nevada County employment in accordance with County Personnel Code.

24. **Entirety of Contract** This Contract contains the entire Contract of County and Contractor with respect to the subject matter hereof, and no other Contract, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Contract, shall be binding or valid.

25. **Alteration** No waiver, alteration, modification, or termination of this Contract shall be valid unless made in writing and signed by all parties, except as expressly provided in Section 19, Termination.

26. **Governing Law and Venue** This Contract is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. The venue for any legal proceedings regarding this Contract shall be the County of Nevada, State of California. Each party waives any Federal court removal and/or original jurisdiction rights it may have.

27. **Compliance with Applicable Laws** Contractor shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern of affect the Services to be provided by this Contract.

28. **Additional Contractor Responsibilities**
    A. To the extent Contractor is a mandated reporter of suspected child and/or dependent adult abuse and neglect, it shall ensure that its employees, agents, volunteers, subcontractors, and independent contractors are made aware of, understand, and comply with all reporting requirements. Contractor shall immediately notify County of any incident or condition resulting in injury, harm, or risk of harm to any child or dependent adult served under this Contract.
    B. Contractor will immediately notify County of any active complaints, lawsuits, licensing or regulatory investigations, reports of fraud or malfeasance, or criminal investigations regarding its operations. Contractor agrees to work cooperatively with County in response to any investigation commenced by County with regard to this Contract or the clients served herein, including providing any/all records requested by County related thereto.
    C. Contractor shall employ reasonable background check procedures on all employees, prospective employees, volunteers and consultants performing work involving direct contact with minor children or dependent adults under this Contract, including fingerprinting and criminal records checks, sexual offender registry checks, and reference checks, including both personal and professional references.

29. **Notification** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the parties as follows:

COUNTY OF NEVADA:	CONTRACTOR:
Nevada County	R&B Comm Inc.
Information Systems Department	
Address: 950 Maidu Avenue	Address 520 S. Auburn St.
City, St, Zip Nevada City, Ca 95959	City, St, Zip Grass Valley, CA 95945
Attn: Landon Beard	Attn: Brad Borgogno
Email: landon.beard@co.nevada.ca.us	Email: bradb@rb-com.com
Phone: 530-265-1687	Phone: 530-478-1137

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

Executed as of the day first above stated:

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.

COUNTY OF NEVADA:

By: *Desiree Belding, CPPO, CPPB on behalf of*
Desiree Belding, CPPO, CPPB on behalf of (Sep 22, 2021 11:19 PDT)   Date: Sep 22, 2021

Printed Name/Title: Steve Monaghan, Purchasing Agent

CONTRACTOR: R&B Com Inc.

By: *Brad Borgogno*
Brad Borgogno (Sep 1, 2021 10:24 PDT)   Date: Sep 1, 2021

Name: Brad Borgogno

* Title: CEO

By: *Brad Borgogno*
Brad Borgogno (Sep 13, 2021 12:43 PDT)   Date: Sep 13, 2021

Name: Brad Borgogno

* Title: CEO

If Contractor is a corporation, this Contract must be signed by two corporate officers; one of which must be the secretary of the corporation, and the other may be either the President or Vice President, unless an authenticated corporate resolution is attached delegating authority to a single officer to bind the corporation (California Corporations Code Sec. 313).

Exhibits
A. Schedule of Services
B. Schedule of Charges and Payments
C. Insurance Requirements

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, notebook, PC, MDC or MDT.

   1.2. Peripheral: 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. Cool-Down: 2 week period after removal of a computer from service. No action to is taken to cause data destruction.

   1.5. Quality Assurance (QA): The process of verifying that work performed meets contractual requirements and customer expectations.

   1.6. Customer – County end-user, and recipient of direct services from Contractor

   1.7. Contractor Place of Business – physical place of business as defined as Contractor Notification in contract line 29

2. **Description of Services**

   2.1. Computer Deployment Administration

   In the scope of this contract, Contractor may engage in activities such as inventory management (receive equipment shipments on behalf of the County, manage/control/store inventory, remedy or report on delivery or delivery exceptions), coordinate/schedule installation with Customers, configure equipment, deliver and install computer equipment to County of Nevada Customers and provide equipment decommissioning services following documented processes and using detailed checklists and instructions.

   Initial equipment configuration may be performed at the IS Division's central work bench at 950 Maidu Avenue, Nevada City or at CONTRACTOR PLACE OF BUSINESS as defined in this contract upon approval by COUNTY, with final installation at the customer's location within geographic Nevada County.

Requests to change "CONTRACTOR PLACE OF BUSINESS" to be reviewed and approved by COUNTY upon written request by CONTRACTOR.

Sample inventory management, deployment instructions and decommissioning instructions are included as contract appendices. These instructions may be adjusted and modified in the course of operations by mutual agreement by County and Contractor.

2.2. Computer Deployment

Contractor will coordinate Computer Deployment with Customer representative in a manner that is mutually beneficial. Customer is responsible to keep defined appointments and provide 24-hours minimum cancelation/rescheduling notice to Contractor.

Contractor will follow detailed deployment instructions (sample as Appendix B) provided by the County to load the County's standard OS image on provided computer equipment and perform all tasks necessary to replace the end user's old computer with the new computer equipment, ensuring operation to the customer's satisfaction including scheduling installation with the customer.

Installation procedures and software installers will be provided by County staff and updated as needed.

The specific tasks related to a typical Computer Deployment include, but are not limited, to the following steps:

a. Receive, inventory, communicate receipt of equipment to County.
b. Unpack/Inspect equipment (may be new or re-purposed)
c. Follow detailed instructions to install and configure OS
d. Tag/Label equipment per standard
e. Load needed applications - Microsoft Office Suite plus other applications as inventoried, including department specific applications.
f. Coordinate/schedule installation with customer.
g. Transport and install computer and peripherals at customer location
h. Connect to two existing or replacement displays, using digital connections with provided DP, DVI or HDMI cables. (replace VGA with digital when possible)
i. Transfer customer data using provided network location (desktop, favorites, shortcuts, documents, etc.)
j. Verify with customer that new software load matches old for functionality
k. Identify and re-install network printers
l. Re-connect and install existing peripherals, including needed drivers
m. Perform necessary cable management for job to be considered professional
n. Obtain sign-off by customer or representative for functionality
o. Complete quality control checklist verifying that the job has been completed.
p. Deinstall old equipment (where applicable) and verify drive encryption is

active prior to removal (Appendix C)

q. Relocate old system to designated location and tag/label per standard

r. After the appropriate cool-down period, wipe the data from the equipment using County defined procedure and provided tools and deliver the hardware to County for disposal.

Additionally, in the normal course of Computer Deployment, abnormal challenges may arise due to manufacturing error or inconsistencies in the product or instructions provided. Contractor shall notify County staff immediately on observing or experiencing these abnormalities. County may request Contractor stop work and County to provide remedy with no additional charges by Contractor, or County may request Contractor to remedy. Time spent to remedy these issues by Contractor will be identified and billed separately as time and materials. These time-based charges will be in addition to the appropriate Computer Deployment rate and will be reported using the County-provided job tracking number.

2.3. 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:

- Hardware upgrades such as add memory, video card or other accessories
- 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 upgrading 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)

2.4. Other Related Services and Troubleshooting

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.

2.5. "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 and erasure tools/methods. Primary County workspace location has capacity for approximately 8 active simultaneous computer builds
   b. The County seeks to continuously improve hardware and software deployment mechanisms to increase efficiency, consistency, or security requirements.
   c. County may provide an optional "site-to-site" VPN solution to facilitate configuration of computer equipment at Contractor's place of business (see subsection 4). Contractor is responsible for providing and maintaining adequate Internet connectivity to sustain this activity.
   d. Contractor will be responsible for providing all necessary hand tools.
   e. 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.
   f. The physical environment for performing services may include carrying equipment up to 40lb, kneeling, sitting, standing including traversing stairs, working under desks, 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 or have access to County Equipment located at Contractor facility. 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. **(Optional) Off site Equipment Delivery, Configuration and Storage**

Optionally, County and Contractor may implement a remote work location at CONTRACTOR PLACE OF BUSINESS for the receipt of equipment deliveries, configuration of equipment and storage prior to delivery or disposal of County-owned equipment. The intent of this arrangement is to facilitate expediency and efficiency for County and Contractor in the execution of the scope of this contract.

Engaging in work identified in this section will be included as additional to section 2.1 *Computer Deployment Administration* and will not be subject to additional fees or charges by Contractor to County.

Contractor will:

    a. Provide a dedicated, locking space for storage and configuration of County equipment and for placement of County VPN equipment.
- I. Maintain access control to this space that is limited to Contactor personnel who have met requirements of County approval as provided in this contract.
- II. Be able to provide a list of personnel with access to the space on demand with 24 hours notice from County.
- III. Log access to dedicated locking space and deliver via email to County Contract Administrator on a monthly basis

    b. Provide adequate Internet connectivity for VPN connectivity and performance.

    c. Only connect County equipment to the dedicated VPN connection. VPN will be active only during normal business hours (8a-5p M-F).

    d. Manage delivery receipt of equipment on behalf of County using standard business processes (sample workflow provided as Appendix A) including:
- I. Accept deliveries
- II. Reject damaged equipment
- III. Detail receipt of all equipment upon arrival. Notate missing, damaged or back-ordered items
- IV. Notify County via email upon receipt or rejection of equipment delivery and provide full packing slip/details of delivery

    e. Securely store equipment prior to installation and post de-installation on Contractor's premise and retain the responsibility to secure, monitor, maintain and deliver to County

    f. Follow defined CyberSecurity best practices and participate in minimum bi-annual security reviews as initiated by County Contract Administrator or designee.

County will:

    a. Assign a primary and secondary point of contact to facilitate contract scope of work

    b. Provide equipment needed for site-to-site VPN connection
- i. Maintain a log of all equipment connected to VPN and audit this log periodically.

    c. Include with equipment deployment request (Section 2.2), notification to Contractor of equipment order and shipment details

    d. Perform periodic physical and virtual security reviews of "Offsite" solution

    e. Provide timely updates to process/procedure

At any time, Contractor or County may deem this "Off site Equipment Configuration and Storage" as unworkable and terminate this section of the Contract and agreed arrangement. Should this decision occur, all County-owned equipment and intellectual property will be delivered by Contractor to the Eric Rood Administration Center in 2 business days. Thereafter, Contractor will be responsible to participate in a detailed

inventory count of all items in Contractor's possession prior to County terminating the obligation of this section.

5. **Standards for Professionalism**

The County requires that the Contractor maintain the following standards of wor1<place 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 wor1< 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.

6. **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.

7. **Performance Requirement**

Exhibit A
Professional Services Agreement – Schedule of Services

a. County will make available to Contractor in a timely manner, details and documentation to enable Contractor to be as efficient as possible. This includes access to necessary inventory systems, documentation and workflow processes
b. Contractor recognizes the dynamic nature of the County Information Technology environment and commits to County to provide reasonable feedback on process, documentation or other improvements needed 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.
d. Contractor will schedule for delivery of new equipment to end customer within 10 business days of delivery of full equipment complement necessary for full installation
e. Contractor is responsible for "re-work" calls reported by Customers within 5 business days of initial computer deployment and is responsible for performing remediation within 24 hours of notification at no additional cost to the County.

EXHIBIT B

SCHEDULE OF CHARGES AND PAYMENTS

County will make requests to Contractor via email, phone or agreed upon system with written confirmation. This request will constitute a "work order" and will include reference to internal County work order numbers (SDM/SR). Each work order will include a minimum of one SDM/SR number. For each work order, the County will identify the following information:

- SDM#
- PO# for equipment ordered with equipment list
- Primary point of contact and contact information
- Customer distribution for included equipment

Work defined in Section 2.2:

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, Network Systems Analyst, or Computer Services Technician.

Work defined in section 2.3, 2.4 and 2.5:

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. A Computer Services Technician may approve Emergency Work

Section 2.1 – Computer Deployment Administration
    Included as overhead in calculation of rates for work provided in section 2.2

Section 2.2 - Rates for Computer Deployment (per computer):

"Computer Deployment" 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.

The number of computers included in a work order 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. Deployment of computers within a single work order may be all on a single day, or on multiple days, as coordinated between Customer, County and

Contractor in a mutually beneficial manner. Deployment of a single work order across multiple days does not change the "Rate Tier" for that work order.

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.

Rate Tier	Standard Deployment	Complex Deployment
1-6 computers	$270 per	$324 per
7 or more	$243 per	$292 per
Missed Appointment	$50	$50

Missed Appointments Fee:

Contractor may choose to impose a $50 per incident per deployment missed appointment fee if Customer does not provide at least 24 hours notice for modification of scheduled deployment. This fee will be in addition to the standard per deployment rate.

Contractor will note on invoice the SR/SDM work order number and Customer information for each Missed Appointment fee as a separate line item

County will validate each Missed Appointment prior to approving the invoice.

Section 2.3 and 2.4 - Rate for Bench and Field Work/Other services:

Labor Hourly Rate	$81

Contractor's compensation shall be paid at the schedule shown. Reimbursement of travel, lodging and miscellaneous expenses are not authorized. All expenses of Consultant, including any expert or professional assistance retained by Consultant to complete the work performed under this contract shall be borne by the Consultant.

Payment Schedule:

Invoices

Invoices shall be submitted to County in a form and with sufficient detail as required by County.

Invoices shall include the reference "SDM/SR" (county workorder numbers), quantity of units, billing rate, and subtotal for each line item.
Missed Appointment Fees will be identified as separate line items.
Hourly work will be identified as separate line items.

Work performed and invoiced by Contractor will be subject to final acceptance by the County.

Submit all invoices to: Nevada County Information and General Services
                                 Attn: IGS Admin
                                 950 Maidu Ave.
                                 Nevada City, CA 95959
                                 IGSAdmin@co.nevada.ca.us

<u>Payment Schedule</u>

The County will make payment within thirty (30) days after the billing is received and approved by County and as outlined.

Unless otherwise agreed to by County, all payments owed by County to Contractor under this Agreement shall be made by Automated Clearing House (ACH). In the event County is unable to release payment by ACH the Contractor agrees to accept payment by County warrant.

EXHIBIT C

INSURANCE REQUIREMENTS

Insurance. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees. Coverage shall be at least as broad as:

(i) **Commercial General Liability** CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

(ii) **Automobile Liability** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **$1,000,000** per accident for bodily injury and property damage.

(iii) **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease. **(Not required if contractor provides written verification it has no employees).**

(iv) **Technology Professional Liability Errors and Omissions Insurance** appropriate to the Contractor's profession and work hereunder, with limits not less than **$1,000,000** per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

    i. The Policy shall include, or be endorsed to include, ***property damage liability coverage*** for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Agency in the care, custody, or control of the Contractor. If not covered under the Vendor's liability policy, such "property" coverage of the Agency may be endorsed onto the Vendor's Cyber Liability Policy as covered property as follows:

    ii. **Cyber Liability coverage** in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Agency that will be in the care, custody, or control of Contractor.

    iii. The Insurance obligations under this Contract shall be the greater of 1—all the Insurance coverage and limits carried by or available to the Contractor; or 2—the minimum Insurance requirements shown in this Contract. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to Agency. No representation is made that the minimum Insurance requirements of this Contract are sufficient to cover the indemnity or other obligations of the Contractor under this Contract.

(v) If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or

the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Other Insurance Provisions:
The insurance policies are to contain, or be endorsed to contain, the following provisions:

(i) **Additional Insured Status: The County, its officers, employees, agents, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of the work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 25, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used.)

(ii) **Primary Coverage** For any claims related to this contract, the **Contractor's insurance shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

(iii) **Notice of Cancellation** This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Nevada.

(iv) **Waiver of Subrogation** Contractor hereby grants to County a waiver of any right to subrogation which any insurer or said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

(v) **Sole Proprietors** If Contractor is a Sole Proprietor and has no employees, they are not required to have Workers Compensation coverage. Contractor shall sign a statement attesting to this condition, and shall agree they have no rights, entitlements or claim against County for any type of employment benefits or workers' compensation or other programs afforded to County employees.

(vi) **Deductible and Self-Insured Retentions** Deductible and Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claims administration, and defense expenses within the retention. The Policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County. **(Note – all deductibles and self-insured retentions must be discussed with risk, and may be negotiated)**

(vii) **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

(viii) **Claims Made Policies** if any of the required policies provide coverage on a claims-made basis: *(note – should be applicable only to professional liability)*
   a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
   b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
   c. If the coverage is canceled or non-renewed, and not replaced with another **claims-made policy form with a Retroactive Date**, prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of **five (5)** years after completion of contract work.

(ix) **Verification of Coverage** Contractor shall furnish the County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to County before work begins. However, failure to obtain and provide verification of the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

(x) **Subcontractors** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.

(xi) **Special Risks or Circumstances** County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

(xii) **Conformity of Coverages** If more than one policy is used to meet the required coverages, such as an umbrella policy or excess policy, such policies shall be following form with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the County as noted above. In no cases shall the types of polices be different.

(xiii) **Premium Payments** The insurance companies shall have no recourse against the COUNTY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

(xiv) **Material Breach** Failure of the Contractor to maintain the insurance required by this Contract, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Contract.

(xv) **Certificate Holder** The Certificate Holder on insurance certificates and related documents should read as follows:

County of Nevada
950 Maidu Ave.
Nevada City, CA 95959

Upon initial award of a contract to your firm, you may be instructed to send the actual documents to a County contact person for preliminary compliance review.

Certificates which amend or alter the coverage during the term of the contract, including updated certificates due to policy renewal, should be sent directly to Contract Administrator.

Contractor Name R&B Com Inc.

Description of Services Computer Installation and Labor Services

SUMMARY OF MATERIAL TERMS

Max Annual Price: $50,000.00

Contract Start Date:	7/1/2021	**Contract End Date:**	6/30/2022
Liquidated Damages:	None		

INSURANCE POLICIES

Commercial General Liability	($2,000,000)
Automobile Liability	($1,000,000)
Worker's Compensation	(Statutory Limits)
Professional Errors and Omissions ($2,000,000)	
Type: Technology Professional Liability($1,000,000)	

LICENSES AND PREVAILING WAGES

Designate all required licenses: None

NOTICE & IDENTIFICATION

COUNTY OF NEVADA:	**CONTRACTOR:**
Nevada County	R&B Com Inc.
Information Systems Department	

	COUNTY OF NEVADA		CONTRACTOR
Address:	950 Maidu Avenue, Suite 130	Address	15544 Shannon Way
City, St, Zip	Nevada City, CA 95959	City, St, Zip	Nevada City, CA 959595
Attn:	Landon Beard	Attn:	Brad Borgogno
Email:	landon.beard@co.nevada.ca.us	Email:	bradb@rb-com.com
Phone:	530-265-1687	Phone:	530-478-1137

Contractor is a: (check all that apply)   **EDD Worksheet Required**

Corporation:	☒	Calif., ☐ Other, ☐ LLC, ☐	Yes ☐	No ☒
Non- Profit	☐	Corp ☐ Yes ☐ No		
Partnership:	☐	Calif., ☐ Other, ☐ LLP, ☐ Limited		
Person:	☐	Indiv., ☐ Dba, ☐ Ass'n ☐ Other		

ATTACHMENTS

Exhibit A: Schedule of Services
Exhibit B: Schedule of Charges and Payments
Exhibit C: Insurance Requirements

Inventory management workflow sample

1) Contractor will receive equipment deliveries during normal business hours

- Verifies delivery matches packing slip
- Check for damage to packaging
- Sign, date stamp and indicate County SDM# on packing slip

1a) Work with Dell and shipper to resolve missing or damaged equipment

Keep County Primary Contact informed of these issues

Contractor may escalate to County when resolution is not apparent

2) Update Tracking Inventory process with equipment delivery date

Scan the packing slips, and attach the packing slip to the inventory

3) Configure equipment to customer specifications and County standard procedure/checklist

4) Coordinate and send appointment to recipient(s) of equipment or point of contact to arrange deployment

5) Handle all equipment according to defined procedure for transport and decommissioning

Windows 10
Laptop Imaging Procedure using MDT

Version Date	6/14/2021 - KG

Date	
Customer Name	
Who performed work	
Existing Laptop Name	
New Laptop Name	
SDM #	

Required prerequisite for Reimages	Verify with the customer that no unique county or department data is being lost by the reimaging of this equipment. If the customer identifies unique data, move the data to a network folder and seek acknowledgement from customer. If the customer does not wish the data to be moved, the reimage action cannot be performed. If the customer is a new employee, verify with their supervisor before proceeding.	
Required prerequisite for new images	- If a docking station was included with the new equipment, the laptop needs to be connected to the docking station during the imaging process. This is a critical step and must be done to so the docking station firmware and docking station ethernet controller driver are installed to ensure operability and reliability of the equipment after deployment. - Have IS staff confirm the customer receiving laptop is in the **VPN_Remote_Access** AD group. If this is not done, a successful connection is not possible. **Note:** All county staff are members of the **VPN_Remote_Access** AD group so this step is just to verify membership.	
Children's Protective Services (CPS) or CMS systems required additional Runsheet.	If new system is for a customer from the CWS Department, or is a CWS/CMS application user, a dedicated image with specific settings is required and is found in the list of task sequences when you boot up from the boot stick. A specific MS Office Version and other settings are detailed in a separate document. See Mike Berrey or Search SKM for CWS documents.	

	Tasks	**Complete**

	Pre-Imaging Tasks	
1.	**IMPORTANT** - Set the correct BIOS boot mode before continuing. All new systems should already be in this mode, but you should verify the settings if you are reimaging an older model laptop. NOTE that some newer laptop models may not work with MDT boot sticks by default because BIOS is set to **RAID** instead of **AHCI/NVMe**. **NOTE**: Make note of the BIOS version in case it needs to be updated in a later step. The following instructions below are generic in nature due to the different laptop models supported. The **Legacy Option Roms** setting may be found in a different area of BIOS. To confirm or change to UEFI • Enter the BIOS Setup (F2) • **FOR OLDER MODELS** - Go to **Settings | General | Boot Sequence** and select **UEFI** under boot list option and click **apply**. **NOTE:** All other settings remain unchanged. • **FOR NEWER MODELS** – Go to **Settings | Storage** and select **AHCI/NVMe**. • **OLDER MODELS ONLY** - Go to **Settings | General | advanced boot options** and uncheck or verify that the **Enable Legacy Option Roms** setting is unchecked and click **apply**. • **OLDER MODELS ONLY** - Go to **Settings |Secure Boot | Secure Boot Enable** and verify the **Enabled** radio button is checked. (Verify Secure Boot mode is **ON**).	
2.	**OLDER MODELS ONLY** - While in BIOS, access the TPM settings by going to **security | TPM Security** and check the **Enabled** check box and click **apply**... **NOTE:** This is required for BitLocker to run correctly.	
3.	While in BIOS, go to **power management | wireless radio control** setting and **check** the check box for **both** WLAN and WWAN settings AND click **apply** (must hit apply). **NOTE:** This setting may not be available on all laptops or may be in a different part of BIOS. When finished, click **Exit** to exit BIOS. **NOTE:** In newer versions of the BIOS, these settings are in **Connections**.	
	Tasks While Imaging	
4.	To start the MDT image tool, insert the correct USB boot device (currently called **SCCM MDT**) and power **ON** the laptop. Repeatedly press **F12** until the Boot Menu appears. Select **UEFI BOOT** and choose **USB Storage Device** and press **enter** key. **NOTE:** The USB stick may be called something different. **NOTE:** The Deployment Wizard may take a minute or two to appear.	
5.	After booting up you will get the deployment wizard window. • Select **Run deployment wizard** • Enter your Nevco Super User credentials • Enter Domain, (nevco.local) • Click **OK**.	
6.	At the next screen, a task sequence windows will open, you will be presented with a choice of image tasks sequences to pick from. Use only the choices with an "A" (ACTIVE), in front of the name of the task sequence.	
7.	Choose desired task sequence and click **next**.	
8.	In computer name screen, enter the computer name in UPPER CASE (CAPS) in the top right corner of screen. Then select **join to domain** and enter **Nevco.local** and click **Next**.	
9.	The next screen will give you the option to move user data. Select **Do NOT move** user data.	
10.	The next screen will give you the option to restore user data. Select **Do NOT restore** user data.	

11.	The next screen will give you the option to enable Bitlocker Encryption. Select **Do NOT Enable**. The Bitlocker encryption process will automatically start after the imaging process is complete and the technician reboots the laptop.	
12.	At this point the MDT task sequence begins. **NOTE:** Leave the boot stick inserted until the end of the imaging process.	
13.	While the MDT task sequence is running, this would be a good time to obtain the software inventory. • Get SCCM software inventory report. If the customer's current PC is not listed, it's recommended that you perform the software audit using Dameware. • Review report with IT staff to verify which applications need to be installed and remove what should not be installed. • Have IT staff verify what versions of Licensed MS Office and Acrobat to install (Should be listed in ticket). **NOTE:** Verify if the Adobe version is Professional or Standard. • If a law enforcement machine, a separate checklist will be provided.	
14.	Print two Hostname labels for each machine. One label should be applied on the back of the laptop display on the back edge of the display in the middle and one label should be applied somewhere close to the laptop keyboard in the back area near the display. Do **not** apply to the palm rest.	
15.	Once the MDT task sequence terminates successfully, a yellow shaded window appears indicating that the imaging process finished correctly. Do NOT reboot until the computer account has been added to the appropriate security groups and the account moved to the correct OU covered in the **Post Imaging Tasks** step below.	

Post Imaging Tasks

16.	Provide the computer name(s) to IS staff to add to the correct AD OU and security groups. The current security groups to add laptops to are: • Windows 10 • Desktop – SCCM – WSUS – ALLOW • SCCM-WSUS • SCCM Client • Bitlocker • Secure_Wireless_Clients	
17.	Verify that the computer account has been added to the appropriate AD OU and then reboot and log back in with your regular domain account. Go to a command prompt and type **GPUPDATE /force** and logout or reboot as directed. May need up to 3 cycles of this. **NOTE**: this is a required step allowing later steps to run correctly.	
18.	Verify that the operating system is activated. If it is not, activate it before proceeding.	
19.	Open Device Manager and verify that all installed hardware is listed, and drivers are installed correctly. Correct all uninstalled or incorrectly installed drivers before proceeding.	
20.	• If laptop has WWAN or cellular card (most do) - Remove the check from **Let Windows manage this connection** checkbox and change the **Use cellular instead of Wi-Fi** selection from **When Wi-Fi is poor** to **Never**. **NOTE:** This next part is a critical step and must be followed to verify Moble Broadband Services work properly prior to deployment. • Procure the Verizon Test SIM card labelled **IS Test SIM** from the same drawer the **SCCM MDT** boot sticks are located. • Install the **IS Test SIM** in the laptop and verify that the laptop connects to the Verizon network. Remove the SIM when finished and return it to it's normal storage location.	

21.	**Critical and mandatory step - Check Windows Firewall settings. The current desired state is:** • Domain **Off** • Public **On** • Private **On.**	
22.	Go to the Dell Support website https://dell.com/support and download and install the **Dell Command Update** utility. **NOTE:** Verify that the utility is not configured to automatically check and install drivers as this may cause undue disruption for the customer.	
23.	Run the **Dell Command Update** utility and download and install any hardware drivers that are out of date. This includes the latest version of BIOS firmware if necessary. • **IMPORTANT:** Verify that the Docking Station firmware has been updated. This should have been part of the drivers downloaded and installed by the **Dell Command Update** utility but it's necessary to verify installation. • Once the firmware has been updated, unplug/plug the dock cable from the laptop and unplug/plug the AC Power cable from the docking station to ensure the docking station experiences a hard reset. • Verify that the latest version of the Ethernet Controller driver is installed. Check the Dell Support website and compare versions and install the latest version if available.	
24.	Install Licensed software: • MS Office 365 Pro Plus. This is normally the 64-bit version of Office365 Pro Plus but, in certain instances, may be a volume license version of MSO 2016 Std. **NOTE:** Do **NOT** start any of the Office applications to activate the Office license. This will be done after the customer logs in the first time. Create MS Office application shortcuts and place them on the **Default** desktop. • Adobe Acrobat 2020 Professional or Standard. Check with IS staff for version to install or check SDM ticket). **NOTE:** Verify if the Adobe version is Professional or Standard. • Go to Swimages and then to **apps\sccm client** directory and run the **cmsetup** file to manually install the SCCM client.	
25.	Install all other department specific applications based on previously obtained software inventory. Start up all major/common applications to ensure they open properly. Also ensure any software registration notifications are dealt with prior to installing the new equipment in the customer's location. **NOTE:** Some application installations may require installation while logged in as the customer.	
26.	For added security, this step sets up User Accounts so all users must use **Ctl+Alt+Delete** to bring up the login screen. • Go to **User Account** control panel and click on **Manage User Accounts**. • Click on **advanced** tab and, under **Secure Sign-in** selection, check the box labeled **Require users to press Ctl+Alt+Delete**.	
27.	Reboot the laptop, login, and go to Software Center and check for any updates to be installed. After updates have been installed, reboot to verify proper operation. **NOTE:** The old Windows Update method by going to **Update and Security	Windows Update** feature is no longer used or permitted. Do **NOT** click on the **check online for updates from Microsoft Update** link as that method is not permitted because the updates have not been properly vetted or approved by SCCM WSUS.	
28.	Verify the Map_Network_Drives shortcut is copied to the Public desktop. If missing, a copy is available on Swimages.	

	Installation at Customer Desk	
29.	Do a cursory inventory on existing computer to confirm all business-critical applications are installed on the new laptop and are still used by the customer. The customer may identify a required application that was not on the software audit report. **NOTE:** If the customer uses a scanner as part of their day to day tasks, verify the scanner software configuration so it can be replicated on the new laptop.	
30.	Review Outlook mailboxes on the existing computer and note any additional mailboxes to be reinstalled on the new computer including shared calendars. Have customer verify that they see all required mailboxes.	
31.	Verify customer's Outlook signatures and ensure they are copied over to the new Outlook configuration. Note that some customers may have multiple signature configurations.	
32.	Go into customer's Outlook Calendar View and review the list of any additional calendars that are currently mapped so they can be replicated on the new laptop.	
33.	Review all connected printers on the existing machine and make a note to add when deploying new machine under customers login. Only add printers that are on current servers **\\PTR2** and **\\PS-MFD** (for canon MFD's).	
34.	**NOTE:** Before proceeding with the next steps, verify with the customer that no unique county or department data is being lost by the decommissioning of the old equipment. If the customer identifies unique data, move the data in the following steps. If the customer does not wish the data to be moved, then the computer may be retained by the customer if necessary. If the customer is a new employee, verify with their supervisor before proceeding.	
35.	Moving data from the existing computer: • Copy the Desktop folder from existing machine to customer's network F: drive. **NOTE:** Do **NOT** store data on a USB device. Doing so violates current county policy. • If existing machine is a laptop, copy the **Documents** folder to the customers network F: drive. • If existing computer is a Laptop, copy **Favorites** folder to the customers network F: drive. **NOTE:** Only Internet Explorer 11 favorites are stored in this location. • Verify with customer if they are using Google Chrome and/or MS Edge and **export** favorites if necessary. • Note if the customer is using **Sticky Notes** copy the appropriate sticky note files to the customers F: drive. • Copy customer's **Outlook signatures** to the customer's F: drive. • Confirm with customer that all data on network shares or have them identify and move any data saved on existing computers C: drive.	
36.	Check that the old system has **Bitlocker** confirure and activated on system drive(s). If Bitlocker is not on, it must be turned on complete a full disk encryption before being transported to another county facility or vendor storage. **This is a mandatory step.**	
37.	Remove the old computer and install the new hardware. • Use county provided velcro to manage cabling. • Remove any VGA video connections in favor of digital (DP, DVI, HDMI) • Install new mouse and keyboard unless customer requests to keep existing. • Confirm with customer the display orientation.	

38.	Have the customer login and then go to **Windows Settings | Apps | Default Apps** and set the following: • Set the default email application to Outlook. • Set the default web browser to Internet Explorer 11. **NOTE:** The new version of Edge will become the default web browser soon. • Change the default file associations for .PDF files to open in Adobe Reader or Adobe Acrobat whichever is installed.	
39.	Have customer open **File Explorer** and confirm that all the expected network drives are properly mapped.	
40.	Restore data that was backed up manually in prior steps. Verify with the customer that data files from a less used feature or less known application such as any Sticky Notes or Outlook signatures have been copied over. **NOTE:** Delete all data files previously copied to the F: drive when this step is complete.	
41.	Under customer login - Install all printers that custsomer had previously installed. **NOTE:** printers are installed from print server \\PTR2 for HP based printers and print server \\PS-MFD for Canon MFD's.	
42.	Under customer login - Open **Outlook** and add any additional mailboxes that the customer previously had access to if necessary. Also go into the customer's **Outlook Calendar View** and add any additional calendars noted in a previous step.	
43.	Have the customer create a new email message and verify that their Outlook email signature(s) are working as intended.	
44.	Have the customer verify business critical applications are working properly. **NOTE:** This step is critical in order to minimize calls to the Service Desk immediately after the system has been deployed.	
45.	Have the customer test both the onboard Webcam to ensure both video and audio work properly by connecting with a coworker using Teams. This verifies that video and audio settings are set correctly at the time of deployment.	
46.	Verify that the Global Protect login is available in the system tray and the Map Network Drive shortcut is on the public desktop. Under customer login - Have customer test the Global Protect VPN connection. **NOTE:** The preferred method is to connect using a mobile hotspot. Otherwise use the Guest Wi-Fi network. **NOTE:** You must **NOT** be connected to the NevCountyWLAN County wireless network for the test to work properly. You can also use your cell phone as a hotspot if it makes this task easier or more reliable. Also test VPN connectivity if is customer will be using WWAN services.	
47.	• Verify with the customer if they are using or plan to use Mobile Broadband Services from Verizon for network access while away from County networks. If they are currently using this service, remove the SIM card from the old laptop and install in the new laptop. Verify that the laptop connects to the Mobile Broadband network properly. Also test Global Protect VPN services to verify connectivity. • If the customer is planning to start using Mobile Broadband services, go into **Settings | Network & Internet | Cellular setting | Advanced Options** and take a screenshot of the **Mobile Broadband Card Properties** information. Print out a copy of that screenshot and give to the customer so they can work with their Mobile Coordinator to have the Mobile Broadband Card activated with Verizon. Note to the customer that the Mobile Broadband Services were previously tested prior to deployment and verified working with a Test SIM. **NOTE:** If the customer is not going to use Mobile Broadband Services, disable the Verizon mobile broadband connnection. **DO NOT** disable within BIOS or uninstall drivers.	

48.	Go to the **System Properties** control panel and create a new restore point. Name it **IS Restore Point**.
49.	Have the customer sign below and date it to verify that the deployment has been accepted and has acknowledged that all applications have been tested. Signature:_____ date: _____
50.	Old System Removal: • Its prefered that all old systems be returned to IS for decommisioning. If the customer wants to keep the system, allow them to do so but report on this checklist so IS can follow-up with customer. • Prior to moving, confirm BitLocker is on and disks are encrypted as required in step 36 of this checklist. • Attach label to old system identifying user name, date and who did the work. • Deliver system to the IS storage space. If the customer wants to keep the old equipment, allow them to do so but make note on the deployment on this form and report this to an IS staff member for follow-up.

Document Change History

Date	Author	Change Summary
4/2/2020	KGunning	Step 21 – Added instruction to install SCCM client
4/2/2020	KGunning	Step 39 – Added need to remove the check from 'Let Windows manage this connection' and change the 'Use cellular instead of Wi-Fi' from 'When Wi-Fi is poor' to 'Never'.
4/2/2020	KGunning	Step 30 - Update VPN to new settings (NC-WG-VPN) as referenced in separate document named "Changing VPN to WatchGuard V4.3.docx"
4/3/2020	MBerrey	Step 48 – Removed "other considerations". Step 41 – Move to Step 20.
9/23/2020	MBerrey	Major update of the instructions. Too many changed steps to document.
11/24/2020	MBerrey	Complete rewrite of instructions.
2/18/2021	MBerrey	Expanded steps on Mobile Broadband Services and additional application and data file transfer instructions.
3/26/2021	MBerrey	Extensive updates. Updated steps are marked
4/1/2021	MBerrey	Added info about BIOS settings for new model laptops. Also added back up of Google Chrome and/or MS Edge favorites.
4/22/2021	MBerrey	Added SCCM Client info back to Step 16.
6/14/2021	KGunning	Added Step 36 - requirement to check BitLocker FDE is activated and that main OS drive is encrypted before transporting system back to office or vendor storage.
7/1/2021	MBerrey	Updated Step 27 to do updates from Software Center and not old Window Update. Also added note that checking online for updates directly from Microsoft Update is not permitted.
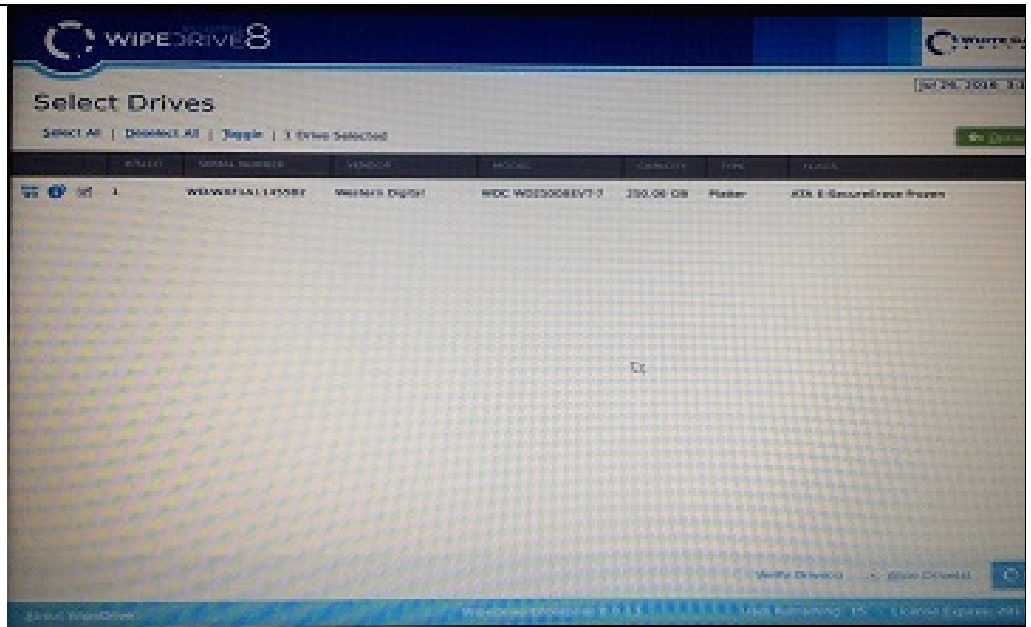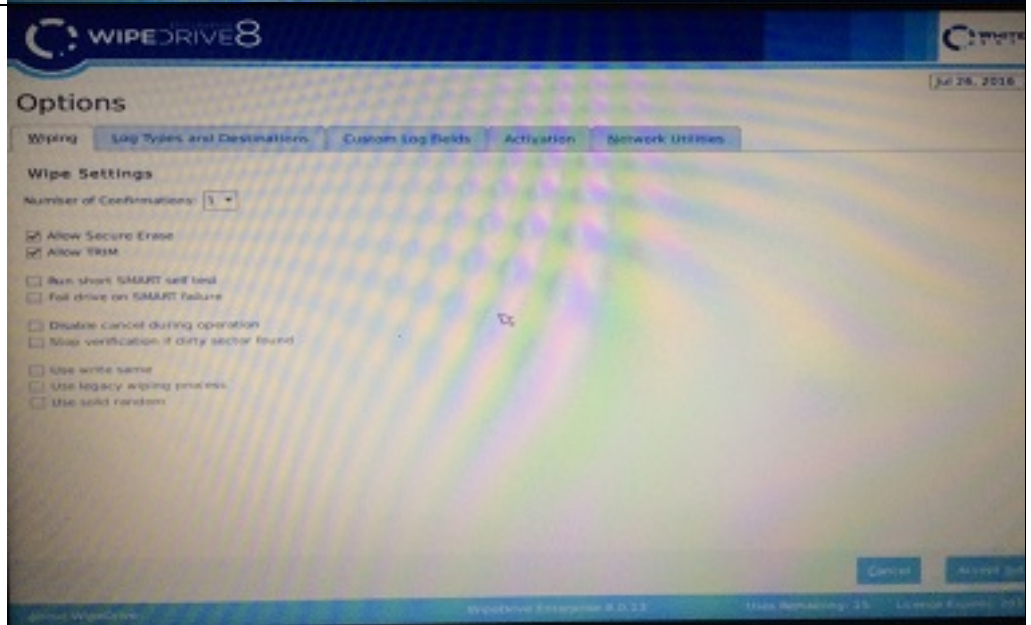
Equipment Decommissioning instructions Sample

Background

Data erase software for Hard Drive and Solid State Drive decommissioning process.

- Meets current NIST recommendations and DoD standards.
- Generates log file to verify successful wipe and includes hardware details.

Notes: NVMe SSD require a change to the SATA operation setting in BIOS for Wipedrive to detect the drive. Change the SATA Operation mode from RAID to AHCI. Now when Wipedrive is booted the NVMe drive will be detected.

1	See Storage Device Decommissioning Product Manager for Bootable USB and Activation dongle. Connect USB drive and Blue activation dongle to Computer or Laptop. Boot from USB. Select Options.	
2	Leave default selection on Wiping Tab.	

3	Log Types and Destinations Tab check: • Pdf File • Include Hardware Details. • Check Save log files to: • Removable Drive	
4	Custom Log Fields Tab Check: • Computer ID Accept Settings	
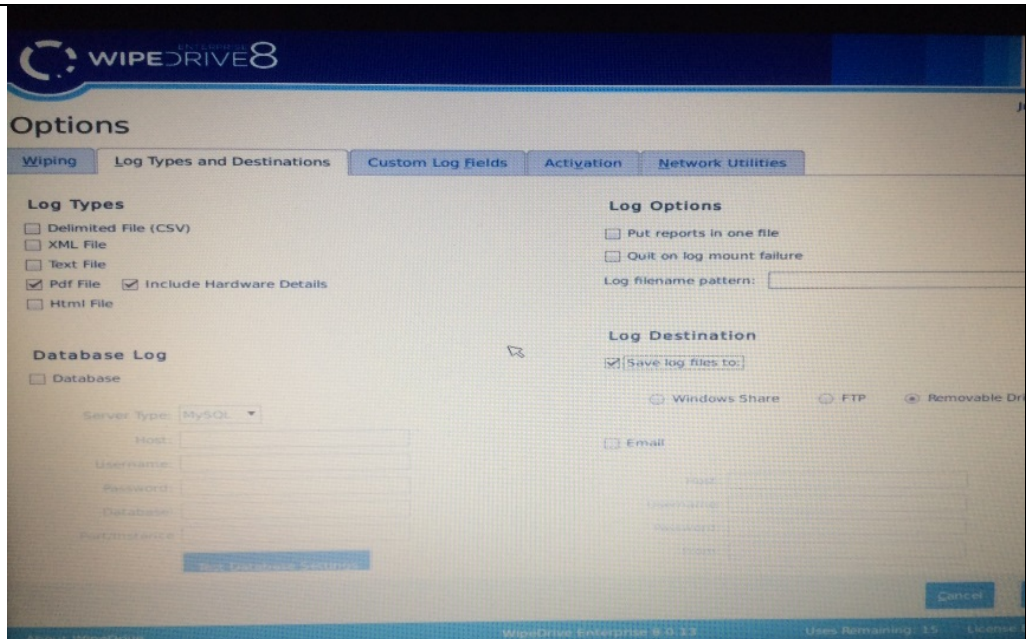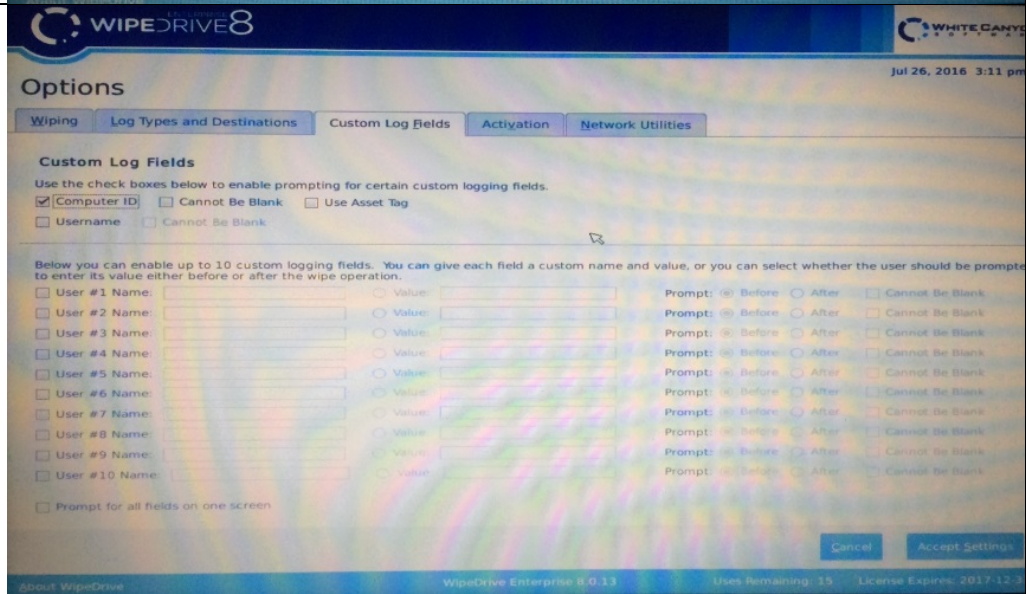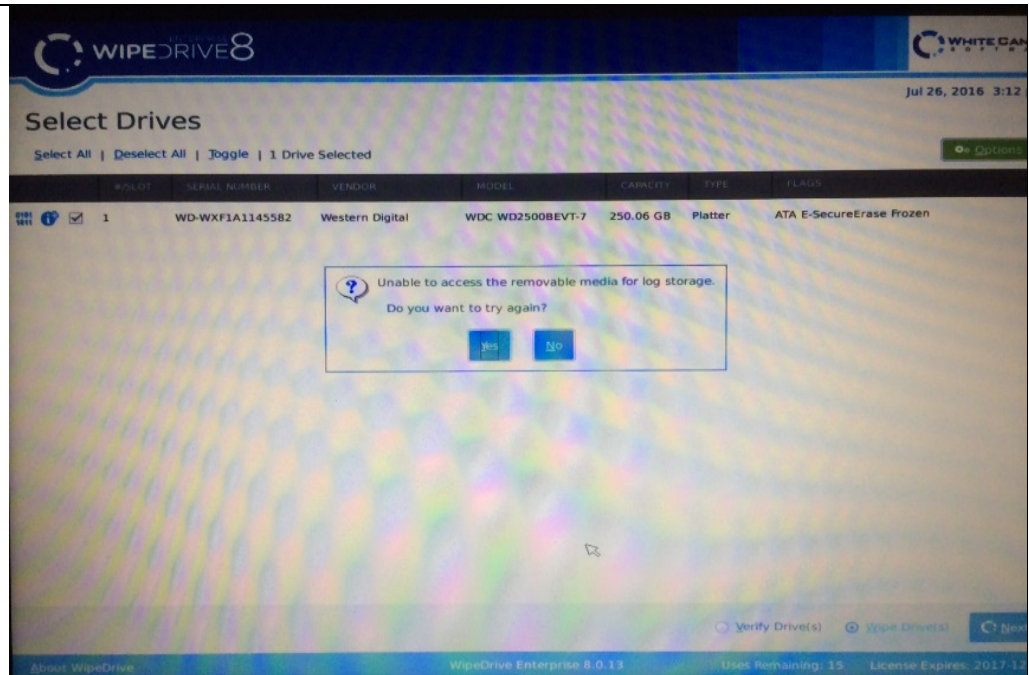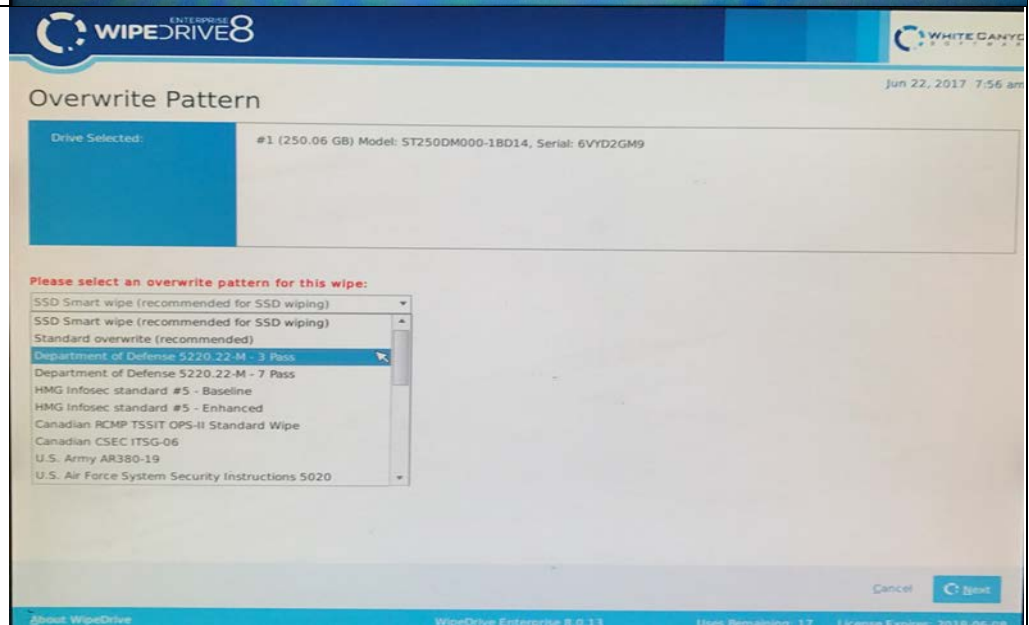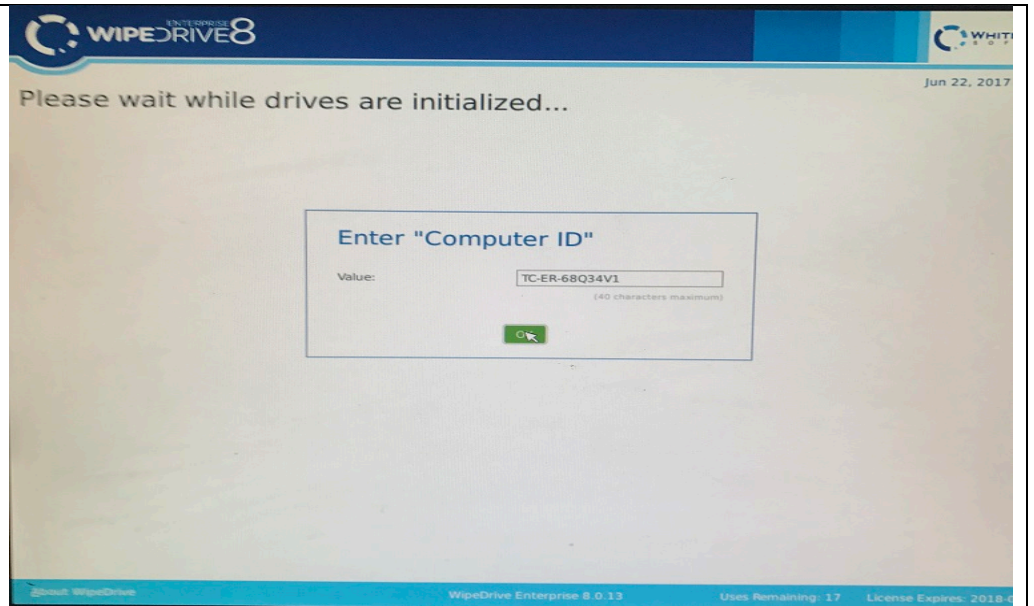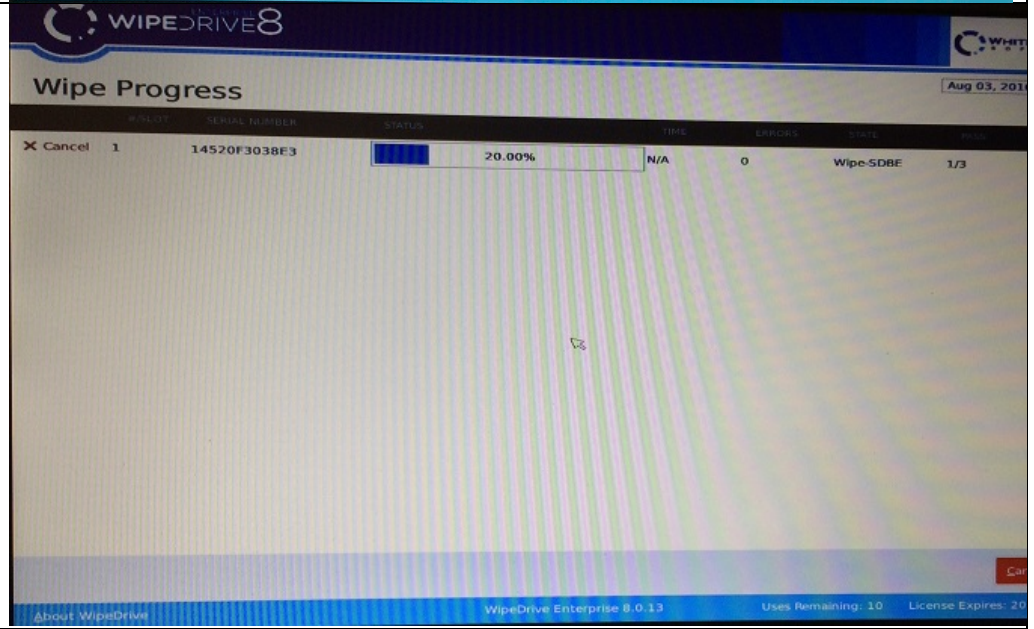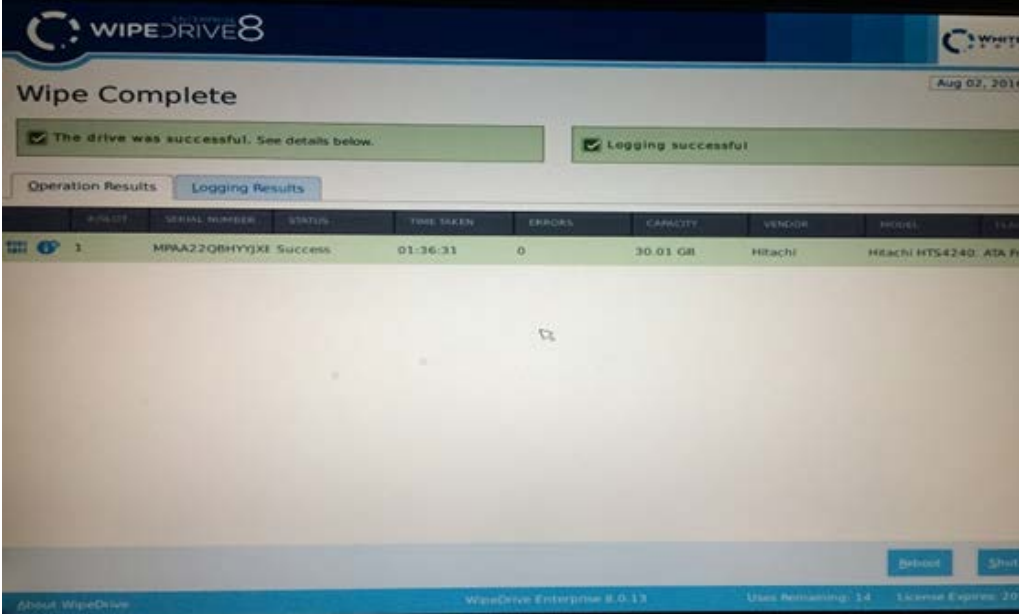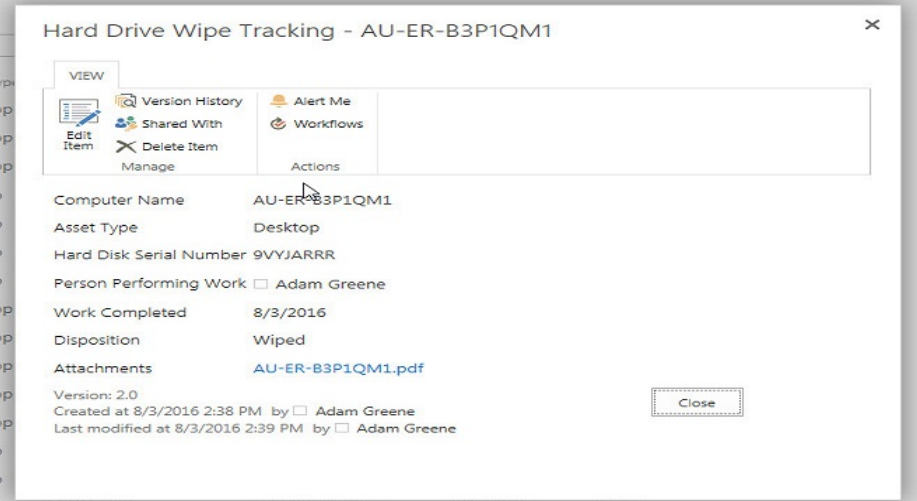
5	Click yes to Try again when prompted "unable to access the removable media for log storage". Click Next to start Wipe	
6	Choose DoD 5220.22 – 3 Pass As the overwrite pattern for Plater HDDs. Use SSD Smart wipe option for Solid State Drives. Click next	

7	Enter Computer Name and click OK	
8	Wipe Progress Screen. Platter HDD wipes take approximately 2.5 to 5 hours depending on the size of the drive. SSD wipes take approximately 25 minutes depending on the size.	

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9	After Wipe is complete click shut down and remove USB storage device and Dongle.	
10	• Enter Item in the Device Decommission Tracking SharePoint site. • Include a copy of certified wipe report. • If a drive fails the wipe process remove the drive and store it for destruction. Attach a copy of the report to the item in SharePoint.	http://inside.nevcounty.net/igs/is/techops/Lists/hdwipetrck/AllItems.aspx?View={7 106d878-7b09-4d97-a946-c188c9f827d6}&SortField=WorkCompleted&SortDir=Desc
11	Delete Computer from Active Directory.	This is an important step to remove old objects from AD and dependent systems that rely on AD.

- Open the case of all desktops and look for other hard drives not connected. Wipe drive software will detect any drives connected within the computer but this disconnected drives can go undetected. **(Always open the computer case and look for disconnected drives before sending machines to e-waste or surplus)**

- Label machines to indicate decommissioned status

R & B Personal Services Agreement

Final Audit Report   2021-09-22

Created:	2021-09-01
By:	Caitlin McBride (caitlin.mcbride@co.nevada.ca.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAy15H7h6rNjkuPUV_3CO9-2tNVN2taYNu

"R & B Personal Services Agreement" History

Document created by Caitlin McBride (caitlin.mcbride@co.nevada.ca.us)
2021-09-01 - 4:30:02 PM GMT- IP address: 192.252.8.14

Document emailed to Brad Borgogno (bradb@rb-com.com) for signature
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Signature Date: 2021-09-01 - 5:24:36 PM GMT - Time Source: server- IP address: 198.0.235.49

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Document approved by Caitlin McBride (caitlin.mcbride@co.nevada.ca.us)
Approval Date: 2021-09-14 - 6:31:04 PM GMT - Time Source: server- IP address: 192.252.8.14

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2021-09-14 - 9:27:44 PM GMT- IP address: 192.252.8.14

Document e-signed by Desiree Belding, CPPO, CPPB on behalf of (desiree.belding@co.nevada.ca.us)

Signature Date: 2021-09-22 - 6:19:26 PM GMT - Time Source: server- IP address: 192.252.8.14

Agreement completed.

2021-09-22 - 6:19:26 PM GMT