

**Administering Agency:** Nevada County Information Systems Department

**Contract No.** \_\_\_\_\_

**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, 2023 by and between the County of Nevada, ("County"), and R&B Communications Inc. ("Contractor") (together, "Parties", individual "Party"), 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 Sixty Thousand Dollars (\$60,000).**
3. **Term** This Contract shall commence on July 1, 2023. All services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** of: June 30, 2024.
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 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 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 is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of 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 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.
14. **Contractor without additional compensation** Contractor's personnel, when on County's premises and when accessing County network remotely, shall comply with County's regulations regarding security, remote access, safety and professional conduct, including but not limited to Nevada County Security Policy NCSF-102 Nevada County External User Policy and Account Application regarding data and access security. Contractor personnel will solely utilize County's privileged access management platform for all remote access support functions, unless other methods are granted in writing by County's Chief Information Officer or his/her designee.
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 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. Contractor and each subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.
- 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** It is the policy of County 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.
17. **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, or any other legally protected category, in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.
18. **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.
19. **Political Activities** Contractor shall in no instance expend funds or use resources derived from this Contract on any political activities.

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

- 20.1. **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.
- 20.2. **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, including general business 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.
- 20.3. **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 correct amount owed during the audit period.

21. **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 Contractor, 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 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 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, photostating, 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 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.

**Intellectual Property** Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of County. All reports, original drawings, graphics, plans, studies and other data and documents, in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Contract are "works made for hire" (as defined in the Copyright Act, 17 U.S.C. Section 101 et seq., as amended) for County, and Contractor unconditionally and irrevocably transfers and assigns to County all right, title, and interest, including all copyrights and other intellectual property rights, in or to the "works made for hire." Unless required by law, Contractor shall not publish, transfer, discuss, or disclose any of the above-described works made for hire or any information gathered, discovered, or generated in any way through this Contract, without County's prior express written consent. 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, to Contractor during this Contract, such information shall remain 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 County, nor any business entity in which an official of 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's 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 20, 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 and any subcontractors shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern of affect the services or type of 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. **Confidentiality** Contractor, its employees, agents and or subcontractors may come in contact with documents that contain information regarding matters that must be kept confidential by County, including personally identifiable patient or client information. Even information that might not be considered confidential for the usual reasons of protecting non-public records should be considered by Contractor to be confidential.

Contractor agrees to maintain confidentiality of information and records as required by applicable federal, state, and local laws, regulations and rules and recognized standards of professional practice.

Notwithstanding any other provision of this Contract, Contractor agrees to protect the confidentiality of any confidential information with which Contractor may come into contact in the process of performing its contracted services. This information includes but is not limited to all written, oral, visual and printed patient or client information, including but not limited to: names, addresses, social security numbers, date of birth, driver's license number, case numbers, services provided, social and economic conditions or circumstances, agency evaluation of personal information, and medical data.

Contractor shall not retain, copy, use, or disclose this information in any manner for any purpose that is not specifically permitted by this Contract. Violation of the confidentiality of patient or client information may, at the option of County, be considered a material breach of this Contract.

30. **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:**

Nevada County  
Information Systems Department  
Address: 950 Maidu Avenue  
City, St, Zip Nevada City, CA 95959  
Attn: Landon Beard  
Email: landon.beard@nevadacountyca.gov  
Phone: 530-265-1687

**CONTRACTOR:**

Name of firm  
**R&B Communications Inc.**  
Address 520 S Auburn St  
City, St, Zip Grass Valley, CA 95945  
Attn: Brad Borgogno  
Email: bradb@rb-com.com  
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.



**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 to begin on the Effective Date.

**COUNTY OF NEVADA:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name/Title: Honorable Ed Scofield, Chair, of the Board of Supervisors

By: \_\_\_\_\_

Attest: Julie Patterson Hunter, Clerk of the Board of Supervisors

Approved as to Form – County Counsel:

By: \_\_\_\_\_ Date: \_\_\_\_\_

**CONTRACTOR: R&B Communications Inc.**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_Brad Borgogno\_\_\_\_\_

\* Title: \_\_\_CEO\_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

\* Title: \_\_\_Secretary\_\_\_\_\_

***\*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 30.

#### **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 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 (maybe 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 up to three existing or replacement displays, using digital connections with provided DP, DVI or HDMI cables. (replace VGA with digital and remove cable adapters when possible)
- i. Transfer customer data using provided network location (desktop, favorites, shortcuts, documents, etc.) and/or Microsoft OneDrive
- 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 from customer site.
- 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 licensing abnormalities or instructions provided. Contractor shall notify County staff immediately on observing or experiencing these abnormalities by

notifying both the desktop lead and supervisor in writing (i.e. email) before proceeding. 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 or components 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 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 Cyber Security 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 "Offsite 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 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.

## **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**

- 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, Senior Information Systems Analyst over Desktop Team, 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):**

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
1-6 Computers	\$281 per
7 or more	\$253 per
Missed Appointment	\$50
Hourly Rate	\$83

**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:**

<b>Labor Hourly Rate</b>	<b>\$83</b>
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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@nevadacountyca.gov

**Payment Schedule**

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 policies 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.

**SUMMARY OF CONTRACT**

**Contractor Name R&B Communications Inc.**

**Description of Services Computer Installation and Labor Services**

**SUMMARY OF MATERIAL TERMS**

**Max Annual Price:** \$60,000

**Contract Start Date:** 7/1/2023

**Contract End Date:** 6/30/2024

**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:**

Nevada County  
Information Systems Department

Address: 950 Maidu Ave, Suite 130  
City, St, Zip Nevada City, CA 95959  
Attn: Landon Beard  
Email: landon.beard@nevadacountyca.gov  
Phone: 530-265-1687

**CONTRACTOR:**

R&B Communications Inc.

Address 15544 Shannon Way  
City, St, Zip Nevada City, CA 95959  
Attn: Brad Borgogno  
Email: bradb@rb-com.com  
Phone: 530-478-1137

**Contractor is a:** (check all that apply)

- Corporation:  Calif.,  Other,  LLC,
- Non- Profit  Corp
- Partnership:  Calif.,  Other,  LLP,  Limited
- Person:  Indiv.,  Db,  Ass’n  Other

**EDD Worksheet Required**

Yes  No

**ATTACHMENTS**

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