

# COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:  
Executive Information Systems, I.I.C.  
\_\_\_\_\_  
(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

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1.0 GENERAL DESCRIPTION: See Exhibit D

Contractor ~~The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibit A in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:~~  
County

**Provide:**

consulting services for SAS analytic software and solutions

2.0 PAYMENT PROVISIONS:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: \$ 22,854.00

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from July 1, 2021 to June 30, 2022, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

**Exhibit A Scope of Services/Payment Provisions**

**Exhibit B Other:** See Page 10A for list of exhibits

## 5.0 PERFORMANCE STANDARDS:

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

## 6.0 PAYMENT CONDITIONS:

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

## 7.0 TERMINATION:

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

See Exhibit D

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7.02 ~~The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.~~

Contractor

County

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

See Exhibit D

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8.0 INDEMNIFICATION:

Contractor

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~~CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.~~

See Exhibit D

9.0 INSURANCE REQUIREMENTS:

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Contractor

County

9.01 Evidence of Coverage: ~~Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.~~

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 Qualifying Insurers: All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to

the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

See Exhibit D

~~**Commercial General Liability Insurance:** including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.~~

*(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Requestor must check the appropriate Automobile Insurance Threshold:**

Requestor must check the appropriate box.

**Agreement Under \$100,000 Business Automobile Liability Insurance:** covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

**Agreement Over \$100,000 Business Automobile Liability Insurance:** covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Workers' Compensation Insurance:** if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

*(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

See Exhibit D

~~**Professional Liability Insurance:** if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or~~

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Revised 8/8/19  
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~~errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.~~

*(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

9.04 **Other Requirements:**

See Exhibit D

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

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~~Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.~~

**Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds** with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, **and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.** The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

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10.0 **RECORDS AND CONFIDENTIALITY:** See Exhibit D

Contractor

County

10.1 **Confidentiality:** ~~CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.~~

10.2 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

10.4 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

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10.5 **Royalties and Inventions:** ~~County shall have a royalty free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.~~

11.0 NON-DISCRIMINATION:

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

See Exhibit D

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~~If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.~~

13.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

## 14.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

<b>FOR COUNTY:</b> Lori A. Medina, DSS Director	<b>FOR CONTRACTOR:</b> Annette Rushing
Name and Title 1000 S. Main Street Salinas, CA 93901	Name and Title 6901 Rockridge Drive, Suite 600 Bethesda, MD 20827
Address 831-755-4430	Address 301-581-8594
Phone:	Phone:

## 15.0 MISCELLANEOUS PROVISIONS.

- 15.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 15.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 15.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.



15.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

15.08 **Compliance with Applicable Law:** The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

15.09 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.  
See Exhibit D

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~~15.10 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.~~

County

15.11 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.

15.12 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

15.13 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

15.14 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

15.15 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

15.16 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

15.17 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

16.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

CONTRACTOR

By: Contracts/Purchasing Officer

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

By: Department Head (if applicable)

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

By: Board of Supervisors (if applicable)

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

Approved as to Form<sup>1</sup>  
By:  DocuSigned by: 07026F3AA38B4A4...

Date: County Counsel  
6/2/2021 | 10:48 AM PDT

Approved as to Fiscal Provisions<sup>2</sup>  
By:  DocuSigned by: D3834BFEC1D8449...

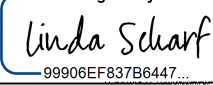
Date: Auditor/Controller  
6/2/2021 | 10:53 AM PDT

Approved as to Liability Provisions<sup>3</sup>  
By: Risk Management


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

Executive Information Systems, LLC

Contractor's Business Name\*

By:  DocuSigned by: 99906EF837B6447...  
(Signature of Chair, President, or Vice President) \*

Date: Name and Title  
6/1/2021 | 3:27 PM PDT

By:  DocuSigned by: 4F3F2CD9D8854A4...  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasure) \*

Date: Name and Title  
6/2/2021 | 5:32 AM PDT

County Board of Supervisors' Agreement Number: \_\_\_\_\_, approved on (date): \_\_\_\_\_

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

<sup>1</sup>Approval by County Counsel is required  
<sup>2</sup>Approval by Auditor-Controller is required  
<sup>3</sup>Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

## List of Exhibits

### Executive Information Systems

Exhibit	A	Scope of Services
Exhibit	B	Quote
Exhibit	C	GSA Schedule
Exhibit	D	Modifications to Non-Standard Agreement



## EXHIBIT A

**SAS® Institute Inc. Professional Services and Delivery,  
Statement of Work***(Submitted To)***Monterey County***(For)***Viya Visual Analytics/Econometrics Installation****March 3, 2021**

## 1. Overview and Background

SAS® Institute Inc. (“SAS” hereafter) welcomes the opportunity to provide consulting assistance to Monterey County and looks forward to helping you provide support for your SAS system. Monterey County has expressed interest in support services for the installation of SAS Viya Visual Analytics and Econometrics Software. To facilitate these initiatives and support goals, SAS is pleased to present this Statement of Work (SOW) that outlines a base level of services to facilitate this software upgrade.

## 2. Scope

SAS will provide remote services directed towards the following activities:

- The installation, configuration and validation of SAS Viya Visual Analytics and Econometrics software.
- Work with the Monterey County technical team to fill out the Pre-Requirements Installation Document (PIRD).
- Provide post installation document
- Provide informal knowledge transfer
- SAS Professional Services will be performed utilizing SAS documented standards and methods

*The following are NOT included in the Services:*

- Purchase of any software or subscription services which will be handled separately

- Development and implementation of any data manipulation or analytic work
- Installing software outside of the identified suite of products listed in the Executive Summary
- Installation and configuration of 3rd Party software not licensed through SAS®
- Installation and configuration of operating systems
- Installation and configuration adjustments to any existing SAS systems
- Detailed, formal training on management or usage of the installed software, in lieu of other consulting services or offerings from the SAS Education Division
- Penetration Testing or Test Remediation Services

Services not included may be offered, subject to additional fees, in future phases of your SAS® Solution project.

### 3. Work Location

Work location will be remote.

### 4. Support Fees and Terms of Support

On a Time and Materials (T&M) basis, SAS will direct efforts towards addressing the services activities as set forth in section 2, with assistance of key Monterey County participants.

The following table summary represents the anticipated labor categories needed, the estimated hours, and associated costs:

Service Description	GSA Labor Category	Labor Rates	Hours	Cost
SAS Professional Services - T&M basis (Remote SAS support services and project management)	Principal Consultant	\$228.54	60	\$13,712.40
<i>Optional</i> SAS Customer Care Program Support (Ad hoc post-installation SAS administrative support, security assistance, data connectivity guidance, migrations support, etc.)	Principal Consultant	\$228.54	40	\$9,141.60
<b>Total</b>				<b>\$22,854</b>

## 5. Project Plan (Tentative)

### *Notional Dates*

<b>High Level Project Plan</b>			
<b>ID</b>	<b>Task Description</b>	<b>Actual Start</b>	<b>Actual End</b>
<b>1.00</b>	<b>Planning</b>		
1.10	Kick-off Meeting Review Documentation: Architecture, Pre-Installation Requirements Document	7/13/2021	8/6/2021
<b>2.00</b>	<b>Installation</b> (begins after Monterey County completes tasks assigned during the Kickoff Meeting)		
2.10	Install and Configure software suite	7/27/2021	8/3/2021
2.20	Validate install	8/4/2021	8/6/2021
<b>4.00</b>	<b>Documentation</b>		
4.10	Prepare and Share	8/10/2021	
<b>5.00</b>	<b>Project Close-Out</b>	<b>TBD</b>	

## 6. Process & Responsibilities

The success of these support activities is dependent upon the timely access to appropriate people, responsiveness of all parties to support requirements, and a shared understanding of the tasks. The SAS team will include various as-needed Consultants, a Project Manager and support from the Account Executive. Monterey County team may include a sponsor who shares and champions the same understanding of the support scope and objectives, a primary Point of Contact, business user representation as well as IT experts who can work with the SAS team to address technical items pertaining to the Monterey County architecture, network and computing environments. Monterey County should take note of the following assumptions and processes, and at the same time, agree that they will satisfy the following responsibilities prior to the start of any support work and/or during the term of the support contract:

## 7. Assumptions

SAS made the following assumptions in preparation of this SOW in addition to the re-configuration assumptions made above:

- Monterey County will provide SAS with any required confidentiality agreements, security procedures, security clearances/suitability requirements, and paperwork prior to commencement of on-site service date[s]
- Monterey County will process applicable SAS resources for the appropriate clearance/systems access if necessary
- Monterey County will work with the SAS Project Manager to verify environment requirements and provide any necessary documentation and/or access to Monterey County resources who can answer SAS questions relating to systems, programs, requirements, reports, architecture, servers, network, design or security

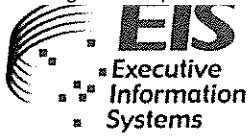
- Monterey County will provide copies to SAS of applicable software configuration standards or access procedures.
- Monterey County will consider applicable cost increase should the outlined tasks not be completed with available funds.
- Work shall be performed on a Time and Materials basis with the only conveyance being the consultant time and a license to use any resultant work output.
- All work in this quote shall be performed remotely and is assumed there are no Travel requirements as such for sake of this estimate. Any required travel shall be negotiated in a different agreement at a different rate. Monterey County will provide remote tools such as VPNs and provide the environment accessible to complete all the work via remotely.
- The hours above represent good faith effort estimates based upon available information. Monterey Co shall only be invoiced for actual labor utilized and travel expenses incurred. Actual efforts may be more or less for the desired support by Monterey Co. In the event that the total hours are utilized, and additional task support is desired, Monterey Co an amendment to this agreement will be required.
- Monterey Co shall provide the necessary computing resources, appropriate system access, requirements information, and timely access to the necessary personnel required to support the project, including a primary point of contact who shall coordinate the work with the assigned SAS Project manager.
- This estimate is for services only and does not include SAS software or formal SAS training.
- Upon project commencement, resource assignments by SAS shall be made as soon as feasible upon request from Monterey Co; SAS may require up to 20 business days lead time for assignments.
- Monterey Co shall be responsible for preparing the environment (e.g., hardware, OS, network environment) for the SAS installation in accordance with a pre-installation requirements checklist that will be provided by SAS as part of the installation services.

## **8. Effective Period**

This SOW is effective for 30 days upon contract execution, the resulting contract term or period of performance (PoP) will be for twelve (12) months from contract execution, or such lesser time in which the hours are exhausted, whichever is sooner.

## **9. Payment Provisions**

EIS will invoice Monterey County monthly for services performed during the preceding month. Invoices are due by the 10<sup>th</sup> of the month following the provision of services and will be paid within 30 days of receipt of a certified invoice in the Auditor Controller's office.



## Executive Information Systems, LLC Open Market Quotation

Quote #:	1-RZPHW	Open Market Contract #:	OPEN MKT
Rev #:	5	Quote Effective From:	05/06/2021
Renewal Start Date:		Quote Valid Through:	06/28/2021
Renewal End Date:		Site Id:	

**Prepared For:**

<b>Name:</b>	Juan Plascencia	<b>Email:</b>	plascenciajp@co.monterey.ca.us
<b>Account:</b>	Monterey County, CA	<b>Phone:</b>	
<b>Location:</b>		<b>Fax:</b>	

Line	OEM Part #	Description	Qty	Unit Price	Extended Price
1	PR-GSA	SAS Principal Consultant to be provided on a Time and Materials basis.	100	\$228.54	\$22,854.00
<b>Sub-Total</b>					\$22,854.00
<b>Sales Tax (If Applicable)</b>					\$0.00
<b>Total Quote Amount</b>					\$22,854.00

**\*\*\*Please reference quote number on your order.**

Point of Contact  
Annette Rushing  
**Email** arushing@execinfosys.com  
**Phone** (301) 581-1094  
**Fax** (301) 581-2573  
**Toll Free** 877-EXECINFO

Ordering Address  
Executive Information Systems, LLC  
Attn: Sales  
6901 Rockledge Drive, Suite 600  
P.O. Box 34076  
Bethesda, MD 20827-0076

Remittance address  
Executive Information Systems, LLC  
Attn: Sales  
6901 Rockledge Drive, Suite 600  
P.O. Box 34076  
Bethesda, MD 20827-0076

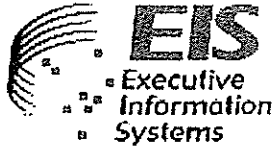
Contract#: OPEN MKT Expiration:  
Type of Business: Corporation (Limited Liability Company)  
Payment Terms: Net 30 Days  
Federal Tax Id #: 52-2198860  
Dun & Bradstreet #: 938289527

CAGE Code: 1NM64  
FOB Point: Destination  
Delivery: 1 - 30 days after receipt of order  
Discounts: Prices are net. All discounts have been deducted.

EIS qualifies as a small business under the Information Technology Value Added Reseller exception to NAICS 541519. However, EIS subcontracts 100% of software, maintenance, training and services to SAS Institute, Inc., a large business. Thus, EIS does not meet limitations on subcontracting requirements (FAR 52.219-14, 13 CFR 125.6) or the nonmanufacturer rule (13 CFR 121.406).



DocuSign Envelope ID: 6877E3C2-505A-4E28-A188-F94716932A18 ..... by Executive Information Systems, LLC apply to any license of SAS Institute Inc. software products and any purchase of SAS Institute Inc. services or support/maintenance, including any open market license or purchase. These terms and conditions can be found at [www.execinfosys.com](http://www.execinfosys.com) or are available upon request.



**Federal Supply Service**  
***Authorized Federal Supply Schedule Price List***

**GSA Multiple Award Schedule**  
**Federal Supply Group: Information Technology**  
**Class: D399**  
**Contract Number: 47QTCA18D0081**  
**Contract Period 03/06/2018 through 03/05/2023**  
***Price List current through Mod # PO-0042 dated July 15, 2020***

**[www.execinfosys.com](http://www.execinfosys.com)**

**For more information, please contact:**

**Jonathan Ward,**  
**Contracts Manager**  
**[jward@execinfosys.com](mailto:jward@execinfosys.com),**  
**(301) 581-1097**

**Executive Information System, LLC**  
**6901 Rockledge Drive, Suite 600**  
**Bethesda, MD 20817**  
**Phone: (301) 581-8594**  
**Fax: (301) 581-2573**

***Business Size: Small Business***

**Note 1:** All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

**Note 2:** Offerors and Agencies are advised that the GSA Multiple Award Schedule is not to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.

**Note 3:** This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performed by the publisher or manufacturer or one of their authorized agents.

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the *GSA Advantage!* system. Agencies can browse the GSA Advantage! By accessing the Federal Acquisition Service's Home Page via the Internet at <http://www.fss.gsa.gov/>

**CUSTOMER INFORMATION**

1a. Special item number(s):

Special Item Number	Description
511210	Software Licenses
54151S	Information Technology Professional Services
611420	Information Technology Training
OLM	Order Level Materials

1b. Lowest priced Item for all SINS :

Special Item Number	Item	Price
511210	SAS-2013-VRTADDANL-24	\$7
54151S	SR-GSA	\$163.47
611420	SAS-TRNPTS-250000	\$.65
OLM	n/a	n/a

1c. Labor Category Descriptions: For descriptions and rates, see page 19

2. Maximum Order: \$500,000 for SINS: 511210 and 54151S; \$250,000 for SIN 611420

*This maximum order threshold is a dollar amount at which it is suggested that the ordering agency request higher discounts from the contractor before issuing the order. The contractor may: (1) Offer a new lower price, (2) Offer the lowest price available under the contract, or (3) Decline the order within five (5) days. In accordance with the Maximum Order provisions contained in the Schedule, a delivery order may be placed against the Schedule contract even though it exceeds the maximum order threshold.*

3. Minimum Order: \$100.00

4. Geographic coverage (delivery area). Domestic Delivery.

5. Points of Production:

**SAS items: Cary, NC.****Babel Street items: Reston, VA**

- 6. Discount from list prices or statement of net price. **Prices Listed are net, discounts have been applied.**
  
- 7. Quantity discounts:  
Dollar Volume:  
\$100,000 to \$349,999            1%  
\$350,000 to \$499,999           2%  
\$500,000 to \$749,999           3%  
\$750,000 to \$999,999           4%  
\$1Million and up                   5%

**Note: The dollar volume discounts apply on a per purchase order basis for SAS Institute, Inc. software and/or software maintenance (SIN 511210) and cannot be used in combination with additional discounts/concessions from current GSA Schedule pricing. NOTE: This discount does not apply to Babel Street items.**

- 8. Prompt payment terms. **Net 30. Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.**
  
- 9a. Government purchase cards are accepted at or below the micro-purchase threshold.
  
- 9b. Notification whether Government purchase cards are accepted or not accepted above the micro-purchase threshold. **EIS will accept credit cards above the micro-purchase threshold.**
  
- 10. Foreign items (list items by country of origin). **Not Applicable**
  
- 11a. Time of delivery.  
  
511210            30 days  
611420            30 days  
54151S            As negotiated at the time of award.
  
- 11b. Expedited Delivery.  
  
**For all SINs - As mutually agreed per order**
  
- 11c. Overnight and 2-day delivery  
  
**For all SINs - As mutually agreed per order**
  
- 11d. Urgent Requirements.  
  
**For all SINs - As mutually agreed per order**

12. F.O.B. point(s). **FOB Destination ground shipping to the 48 contiguous states and Washington, DC. All other locations will be FOB Origin.**

13a. Ordering address:

**Executive Information Systems, LLC Attn: Sales  
6901 Rockledge Drive, Suite 600  
P.O. Box 34076  
Bethesda, MD 20817-0076**

13b. Ordering procedures: **For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.**

14. Payment address:

**Executive Information Systems, LLC  
Attn: Accounting  
P.O. Box 34076  
Bethesda, MD 20827-0076**

15. Warranty provision:

**Standard commercial warranty for SAS items is as described in Exhibit A, SAS Enterprise User License Agreement  
Standard commercial warranty for Babel X is as described in the Exhibit B, Babel X End User Subscription Terms.**

16. Export packing charges, if applicable: **Not Applicable**

17. Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level). **Credit cards are accepted at any level above the micro-purchase threshold. Contact EIS for any further terms and conditions.**

18. Terms and conditions of rental, maintenance, and repair (if applicable). **Not Applicable**

19. Terms and conditions of installation (if applicable). **Not Applicable**

20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable). **Not Applicable**

20a. Terms and conditions for any other services (if applicable). **Terms and conditions for SAS professional services are contained in the TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 541515) (starting on page 11).**

21. List of service and distribution points (if applicable). **See item 5 above.**
22. List of participating dealers (if applicable). **Not Applicable**
23. Preventive maintenance (if applicable). **Not Applicable**
- 24a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants). **Not Applicable**
- 24b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor's website or other location.) The EIT standards can be found at: [www.Section508.gov/](http://www.Section508.gov/).
25. Data Universal Number System (DUNS) number. **938289527**
26. Notification regarding registration in System for Award Management (SAM) database. **EIS's SAM registration is active.**

**TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES (SPECIAL ITEM NUMBER 511210) AND MAINTENANCE AS A SERVICE (SPECIAL ITEM NUMBER 54151) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE**

**1. INSPECTION/ACCEPTANCE**

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

**2. GUARANTEE/WARRANTY**

a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.

**Warranty details related to the license of SAS or JMP software is detailed in Exhibit A, SAS Enterprise User License Agreement**

**Warranty details related to the license of Babel X is detailed in Exhibit B, Babel X End User Subscription Terms**

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. See Exhibit A, Section 1.b for further clarification regarding SAS or JMP brand warranty.

c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

**3. TECHNICAL SERVICES**

**For SAS Institute, Inc. software**

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number (919) 677-8000 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from Monday through Friday 9:00 AM to 8:00 PM EST exclusive of holidays.

**For Babel Street software**



The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number (703) 956-3572 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 8am to 6pm EST, Monday through Friday.

**4. SOFTWARE MAINTENANCE**

a. Software maintenance as it is defined: (select software maintenance type):

X  1. Software Maintenance as a Product (SIN 511210)

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

2. Software Maintenance as a Service (SIN 54151)

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). **PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.**

**6. UTILIZATION LIMITATIONS - (SIN 511210)**

a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.

b. When acquired by the ordering activity, SAS or JMP brand commercial computer software and related documentation shall be subject to Exhibit A

c. When acquired by the ordering activity, Babel Street brand commercial computer software and related documentation so legend shall be subject to Exhibit B, as well as the following:

(1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.

(2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc ) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

(3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

(4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

(5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and

conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

**7. SOFTWARE CONVERSIONS - (511210)**

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a perpetual license the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term license conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version. With respect to SAS Institute, Inc. software, this Section is subject to the terms of 6.f of Exhibit A.

**8. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY**

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

**9. RIGHT-TO-COPY PRICING**

The Contractor shall insert the discounted pricing for right-to-copy licenses. **Not Applicable**

**10. TERMS AND CONDITIONS APPLICABLE TO THE PURCHASE OF SAS INSTITUTE SOFTWARE**

The terms and conditions applicable to the purchase of SAS Institute Inc. software is set forth in the Enterprise User License Agreement attached hereto as Exhibit A (the "EULA"). The terms and conditions of the EULA shall be incorporated into order issued under this Contract.

**TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 541515)**

**1. SCOPE**

- a. The prices, terms and conditions stated under Special Item Number 541515 Information Technology Professional Services apply exclusively to IT Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

**2. PERFORMANCE INCENTIVES**

- a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract in accordance with this clause.
- b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

**3. ORDERING PROCEDURES FOR SERVICES (REQUIRING A STATEMENT OF WORK) (G-FCI-920) (MAR 2003)**

FAR 8.402 contemplates that GSA may occasionally find it necessary to establish special ordering procedures for individual Federal Supply Schedules or for some Special Item Numbers (SINs) within a Schedule. GSA has established special ordering procedures for services that require a Statement of Work. These special ordering procedures take precedence over the procedures in FAR 8.404 (b)(2) through (b)(3).

When ordering services over \$100,000, Department of Defense (DOD) ordering offices and non-DOD agencies placing orders on behalf of the DOD must follow the policies and procedures in the Defense Federal Acquisition Regulation Supplement (DFARS) 208.404-70 – Additional ordering procedures for services. When DFARS 208.404 70 is applicable and there is a conflict between the ordering procedures contained in this clause and the additional ordering procedures for services in DFARS 208.404-70, the DFARS procedures take precedence. GSA has determined that the prices for services contained in the contractor's price list applicable to this Schedule are fair and reasonable. However, the ordering activity using this contract is responsible for considering the level of effort and mix of labor proposed to perform a specific

task being ordered and for making a determination that the total firm-fixed price or ceiling price is fair and reasonable.

(a) When ordering services, ordering activities shall—

(1) Prepare a Request (Request for Quote or other communication tool):

(i) A statement of work (a performance-based statement of work is preferred) that outlines, at a minimum, the work to be performed, location of work, period of performance, deliverable schedule, applicable standards, acceptance criteria, and any special requirements (i.e., security clearances, travel, special knowledge, etc.) should be prepared.

(ii) The request should include the statement of work and request the contractors to submit either a firm-fixed price or a ceiling price to provide the services outlined in the statement of work. A firm-fixed price order shall be requested, unless the ordering activity makes a determination that it is not possible at the time of placing the order to estimate accurately the extent or duration of the work or to anticipate cost with any reasonable degree of confidence. When such a determination is made, a labor hour or time-and-materials proposal may be requested. The firm-fixed price shall be based on the rates in the schedule contract and shall consider the mix of labor categories and level of effort required to perform the services described in the statement of work. The firm-fixed price of the order should also include any travel costs or other incidental costs related to performance of the services ordered, unless the order provides for reimbursement of travel costs at the rates provided in the Federal Travel or Joint Travel Regulations. A ceiling price must be established for labor-hour and time-and-materials orders.

(iii) The request may ask the contractors, if necessary or appropriate, to submit a project plan for performing the task, and information on the contractor's experience and/or past performance performing similar tasks.

(iv) The request shall notify the contractors what basis will be used for selecting the contractor to receive the order. The notice shall include the basis for determining whether the contractors are technically qualified and provide an explanation regarding the intended use of any experience and/or past performance information in determining technical qualification of responses. If consideration will be limited to schedule contractors who are small business concerns as permitted by paragraph (2) below, the request shall notify the contractors that will be the case.

(2) Transmit the Request to Contractors:

Based upon an initial evaluation of catalogs and price lists, the ordering activity should identify the contractors that appear to offer the best value (considering the scope of services offered, pricing and other factors such as contractors' locations, as appropriate) and transmit the request as follows:

NOTE: When buying IT professional services under 54151S SIN ONLY, the ordering office, at its discretion, may limit consideration to those schedule contractors that are small business

concerns. This limitation is not applicable when buying supplies and/or services under other SINs as well as SIN 54151S. The limitation may only be used when at least three (3) small businesses that appear to offer services that will meet the agency's needs are available, if the order is estimated to exceed the micro-purchase threshold.

(i) The request should be provided to at least three (3) contractors if the proposed order is estimated to exceed the micro purchase threshold, but not exceed the maximum order threshold.

(ii) For proposed orders exceeding the maximum order threshold, the request should be provided to additional contractors that offer services that will meet the ordering activity's needs.

(iii) In addition, the request shall be provided to any contractor who specifically requests a copy of the request for the proposed order.

(iv) Ordering activities should strive to minimize the contractors' costs associated with responding to requests for quotes for specific orders. Requests should be tailored to the minimum level necessary for adequate evaluation and selection for order placement. Oral presentations should be considered, when possible.

(3) Evaluate Responses and Select the Contractor to Receive the Order:

After responses have been evaluated against the factors identified in the request, the order should be placed with the schedule contractor that represents the best value. (See FAR 8.404)

(b) The establishment of Federal Supply Schedule Blanket Purchase Agreements (BPAs) for recurring services is permitted when the procedures outlined herein are followed. All BPAs for services must define the services that may be ordered under the BPA, along with delivery or performance time frames, billing procedures, etc. The potential volume of orders under BPAs, regardless of the size of individual orders, may offer the ordering activity the opportunity to secure volume discounts. When establishing BPAs, ordering activities shall—

(1) Inform contractors in the request (based on the ordering activity's requirement) if a single BPA or multiple BPAs will be established, and indicate the basis that will be used for selecting the contractors to be awarded the BPAs.

(i) SINGLE BPA: Generally, a single BPA should be established when the ordering activity can define the tasks to be ordered under the BPA and establish a firm- fixed price or ceiling price for individual tasks or services to be ordered. When this occurs, authorized users may place the order directly under the established BPA when the need for service arises. The schedule contractor that represents the best value should be awarded the BPA. (See FAR 8.404)

(ii) MULTIPLE BPAs: When the ordering activity determines multiple BPAs are needed to meet its requirements, the ordering activity should determine which contractors can meet any technical qualifications before establishing the BPAs. When establishing the BPAs, the procedures in (a)(2) above must be followed. The procedures at (a)(2) do not apply to orders

issued under multiple BPAs. Authorized users must transmit the request for quote for an order to all BPA holders and then place the order with the Schedule contractor that represents the best value.

(2) Review BPAs Periodically. Such reviews shall be conducted at least annually. The purpose of the review is to determine whether the BPA still represents the best value. (See FAR 8.404)

(c) The ordering activity should give preference to small business concerns when two or more contractors can provide the services at the same firm-fixed price or ceiling price.

(d) When the ordering activity's requirement involves both products as well as executive, administrative and/or professional, services, the ordering activity should total the prices for the products and the firm-fixed price for the services and select the contractor that represents the best value. (See FAR 8.404)

(e) The ordering activity, at a minimum, should document orders by identifying the contractor from which the services were purchased, the services purchased, and the amount paid. If other than a firm-fixed price order is placed, such documentation should include the basis for the determination to use a labor-hour or time-and-materials order. For ordering activity requirements in excess of the micro-purchase threshold, the order file should document the evaluation of Schedule contractors' quotes that formed the basis for the selection of the contractor that received the order and the rationale for any trade-offs made in making the selection.

#### 4. ORDER

a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232- 19 Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.

b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

c. Unless specifically agreed upon in writing with respect to specifically identified work product in a statement of work (or like document) included in an order hereunder, title to and ownership of the work product resulting from services shall remain with the Contractor or its licensors at all times notwithstanding any other term hereof or any term in any purchase order or other ordering documents, including, without limitation, any attachment included in any purchase order or other ordering documents.

d. For SAS services, EIS and its licensors are not liable for special, incidental, indirect, consequential, punitive, or reliance damages (arising on contract or tort). EIS' and its licensors' total liability for any claim relating to services covered by this Agreement or use of the work product resulting from such services is limited to the services fees received from Customer for the services or work product(s) at issue. The foregoing exclusion/limitation of liability shall not apply to (1) personal injury or death resulting from negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.

**5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)**

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

- (1) Cancel the stop-work order; or
- (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.



**6. PERFORMANCE OF SERVICES**

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. EIS warrants that services shall be completed in a good and workmanlike manner. If the services do not substantially conform to the foregoing warranty, EIS will choose to make them conform or refund the current fee paid for the services at issue. This is the exclusive remedy for breach of this warranty.
- d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

**7. INSPECTION OF SERVICES**

The Inspection of Services–Fixed Price (AUG 1996) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection–Time-and-Materials and Labor-Hour (JAN 1986) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

**8. RESPONSIBILITIES OF THE CONTRACTOR**

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 Rights in Data – General, may apply. FAR 52.227-1 (Authorization and Consent) and FAR 52.227-2 (Notice and Assistance Regarding Patent and Copyright Infringement) apply to any services and work product hereunder.

**9. RESPONSIBILITIES OF THE ORDERING ACTIVITY**

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT Services.

**10. INDEPENDENT CONTRACTOR**

All IT Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

## **11. ORGANIZATIONAL CONFLICTS OF INTEREST**

### **a. Definitions.**

“Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

“Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates’ objectivity in performing contract work.

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

## **12. INVOICES**

The Contractor, upon completion of the work ordered, shall submit invoices for IT services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

## **13. PAYMENTS**

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), Alternate I (APR 1984) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), Alternate II (DEC 2002) applies to labor-hour orders placed under this contract.

**14. RESUMES**

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

**15. INCIDENTAL SUPPORT COSTS**

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

**16. APPROVAL OF SUBCONTRACTS**

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

**17. DESCRIPTION OF IT SERVICES AND PRICING (See next page)**

**EXECUTIVE INFORMATION SYSTEMS, LLC'S  
INFORMATION TECHNOLOGY LABOR CATEGORY  
DESCRIPTIONS AND RATES**

Part#	GSA Title	Minimum Education (see section 18 below this chart for substitutions)	Minimum Experience (see section 18 below this chart for substitutions)	Description	GSA Rate
EXP-GSA	Expert Consultant	Bachelor's degree	12 years	Expert knowledge of SAS products and the proven ability to create solutions in complex environments. Provides global counsel on the application of SAS products into a customer environment. Vast knowledge of open and proprietary systems aids in the selection, design, and implementation of a complete SAS software solution.	\$285.69
PSA-GSA	Principal Solutions Architect	Bachelor's degree	10 years	Provides senior leadership and consulting for SAS technical, architectural, analytical, government, and business solutions. May provide senior program and project management or subject matter expertise. Provides strategic SAS consulting services, including assessment, solution development, and implementation.	\$257.75
PR-GSA	Principal Consultant	Bachelor's degree	10 years	Provides specialized subject matter expertise, guidance, and project direction in one or more of the following areas: compliance consultation and legislative and regulatory issues; review and improvement to planning and budget submission processes; Congressional consultation in support of agency strategic and performance plans; data warehousing and data mining including predictive modeling; and decision technology application at the enterprise and group level.	\$228.54
MG-GSA	Managing Consultant	Bachelor's degree	8 years	Provides project management and high level technical direction. Supports the definition and implementation of planning processes and systems at the enterprise or group level including both strategic and operational activities. Manages and coordinates project activities and serves as the technical lead and liaison for the client.	\$199.96

SR-GSA	Senior Systems Consultant	Bachelor's degree	4 years	Provides direction, facilitation, planning analysis, performance measurement analysis, and technical analysis and design for executive information and decision support technologies in support of enterprise or group level planning. Serves as the technical and team lead for the project.	\$171.42
TC-GSA	Technical Consultant	Bachelor's degree	2 years	Provides SAS related consulting and implementation service including requirements gathering, analysis, solution development, knowledge transfer and project closeout both off and on customer site; Understands, utilizes and communicates best practice methodologies and industry standards internally and externally; Developing problem solving, organizational, decision-making written, oral and interpersonal skills; Ability to independently identify and troubleshoot bugs and issues within the code base and provide problem resolution.	\$136.32

#### 18. SUBSTITUTIONS

Executive Information Systems, LLC reserves the right to make the following substitutions in the education and/or experience requirements of any of the service skill categories set forth herein.

1. One year of experience is the equivalent of one year of education.
2. One year of education is the equivalent of one year of experience.
3. Certification related to the technology is equivalent to two years of experience or education requirement.

**EXHIBIT D**

**Modifications to County's Standard Agreement**

**Section 1.0, GENERAL DESCRIPTION has been modified and now reads:**

“The County hereby engages CONTRACTOR to perform and CONTRACTOR agrees to provide the SAS services listed on CONTRACTOR Quotation No. 1-RZPHW rev3 (“the Quote”) and the services described in the Quote and Exhibit A in conformity of the terms of CONTRACTOR’S GSA Schedule Contract 47QCA18D0081 (“GSA Contract”), as supplemented by the Quote and this Agreement. The GSA Contract and the Quote shall be incorporated by reference into this Agreement as if fully stated herein. The goods and services are generally described as follows: provide consulting services for SAS analytic software and solutions.”

**Section 5.0, PERFORMANCE STANDARDS**

**Section 5.04 has been added which states:**

“The sole remedy for breach of any of the warranties, stated in this section shall be termination of this Agreement and a refund of any fees paid for the time and material services at issue.”

**Section 7.0, TERMINATION**

**Section 7.02 has been modified and now reads:**

“The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR . ‘Good cause’ includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which the County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this agreement, subject to the limitation of liability set forth in CONTRACTOR’S GSA Contract.”

**Section 8.0, INDEMNIFICATION**

**Section 8.0 has been modified and now states:**

“Subject to the limitation of liability set forth in Contractor’s GSA Contract, CONTRACTOR shall indemnify, defend and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys’ fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR’S performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. “CONTRACTOR’S performance” includes CONTRACTOR’s action or inaction and the action or inaction of CONTRACTOR’s officers, employees, agents and subcontractors as described in the GSA Contract.”

**Section 9.0 INSURANCE REQUIREMENTS**

**Paragraph 1, Section 9.01, Evidence of Coverage, has been modified and now reads:**

“Prior to commencement of this Agreement, the contractor shall provide a “Certificate of Insurance” certifying that coverage as required herein has been obtained. Individual endorsements executed by the

insurance carriers shall accompany the certificate, except for General Liability and Automobile policies, which shall contain Blanket Endorsements.

**Section 9.03 INSURANCE COVERAGE REQUIREMENTS**

**Paragraph 2, Commercial General Liability Insurance has been modified and now reads:**

**“Commercial General Liability Insurance** : including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence and aggregate.”

**The section Professional Liability Insurance** has been modified and now reads:

**“Professional Liability Insurance**: if required for the professional services being provided (e.g. those persons authorized by a license to engage in a business or profession regulated by the California business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate to cover liability or malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a “claims-made” basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration of earlier termination of this agreement, obtain extended reporting coverage (“tail coverage”) with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement by a policy or extending reporting coverage”.

**Section 9.04, Other Requirements has been modified as follows:**

**Paragraph two has been deleted and replaced with:**

“Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of cancellation or intended non-renewal thereof”.

**Section 10.0, RECORDS AND CONFIDENTIALITY**

**Section 10.01 Confidentiality has been modified and now reads as follows:**

“CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR’S obligations under this Agreement.

**Section 10.5 has been deleted.**

**Section 12.0 has been deleted.**

**Section 15.10 has been deleted.**