

AGREEMENT BETWEEN COUNTY OF MONTEREY AND EDX INFORMATION SYSTEMS, INC.

This AGREEMENT is made and entered into by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as “County”, and **EDX Information Systems, Inc.**, hereinafter referred to as “CONTRACTOR.”

RECITALS

WHEREAS, County has invited proposals through the Request for Proposals (RFP #10524) for Desktop Solution Services, in accordance with the specifications set forth in this AGREEMENT; and

WHEREAS, CONTRACTOR has submitted a responsive and responsible proposal to perform such services; and

WHEREAS, CONTRACTOR has the expertise and capabilities necessary to provide the services requested.

NOW THEREFORE, County and CONTRACTOR, for the consideration hereinafter named, agree as follows:

1.0 PERFORMANCE OF THE AGREEMENT

- 1.1 After consideration and evaluation of the CONTRACTOR’S proposal, the County hereby engages CONTRACTOR to provide the services set forth in RFP #10524 and in this AGREEMENT on the terms and conditions contained herein and in RFP #10524. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. This AGREEMENT is based on the following supporting documents:

AGREEMENT

RFP # 10524 dated July 2, 2015, including all attachments and exhibits

Addendum # 1 dated July 29, 2015

CONTRACTOR’S Proposal dated August 10, 2015

Exhibit A: Standard Workstation Models

Exhibit B: Standard Notebook Workstation Models

Exhibit C: Computer Services Specifications

Exhibit D: Service Delivery Metrics

Exhibit E: Lease Term Requirements

Exhibit F: Ergonomics Criteria

Exhibit G: Vendor Response Sheet

- 1.2 These documents are on file with the Contracts/Purchasing Division.
- 1.3 All of the above-referenced documents are intended to be complementary. Work required by one of the above-referenced documents and not by others shall be done as if required by all. In the event of a conflict between or among component parts of the contract, the contract documents shall be construed in the following order: AGREEMENT, RFP #10524, Addendum #1 dated, CONTRACTOR'S Proposal, including all attachments and exhibits.
- 1.4 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.
- 1.5 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.
 - 1.5.1 CONTRACTOR must maintain all licenses throughout the term of the AGREEMENT.
- 1.6 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.

2.0 SCOPE OF SERVICE

The SCOPE OF WORK includes, but is not limited to the following:

- 2.1 CONTRACTOR(s) shall provide selected PC desktop hardware and software, meeting or exceeding the requirements as per the specifications listed in **Exhibit A** herein.
- 2.2 CONTRACTOR(s) shall provide selected PC notebook computer hardware and software, meeting or exceeding the requirements as per the specifications listed in **Exhibit B** herein.
- 2.3 CONTRACTOR(s) shall provide selected PC and notebook computer hardware and software services, meeting or exceeding the requirements as per the specifications listed in **Exhibit C** herein. The location of services to be provided will be determined by the service and County Department/Agency purchasing or leasing the PC or notebook computer.

- 2.4 CONTRACTOR(s) ensures that they or their representatives have the necessary qualifications and experience to meet or exceed the metric performance requirements as listed in **Exhibit D** herein.
- 2.5 CONTRACTOR(s) ensures that they or their representatives have the necessary qualifications and experience to meet or exceed the leasing requirements as listed in **Exhibit E** herein.
- 2.6 CONTRACTOR(s) ensures that they or their representatives have the necessary qualifications and experience to meet or exceed the Ergonomics Criteria requirements as listed in **Exhibit F** herein.

3.0 TERM OF AGREEMENT

- 3.1 The initial term shall commence with the signing of the AGREEMENT through and including **April 11, 2019**, with the option to extend the AGREEMENT for two (2) additional one (1) year periods. County is not required to state a reason if it elects not to renew this AGREEMENT.
- 3.2 If County exercises its option to extend, all applicable parties shall mutually agree upon the extension, including any changes in rate and/or terms and conditions in writing. CONTRACTOR must commence negotiations for rate changes a minimum of ninety days (90) prior to the expiration of the Agreement.
- 3.3 County reserves the right to cancel the AGREEMENT, or any extension of the AGREEMENT, without cause, with a thirty (30) day written notice, or immediately with cause.

4.0 COMPENSATION AND PAYMENTS

- 4.1 It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under this AGREEMENT in accordance with the pricing sheet attached hereto.
- 4.2 Prices shall remain firm for the initial term of this AGREEMENT as specified in the Scope of Work and, thereafter, may be adjusted as provided in this Section. County does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.
- 4.3 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of this AGREEMENT.
 - 4.3.1 Both parties shall agree upon rate extension(s) or changes in writing, in order for such changes to be in effective.

- 4.4 Any discount offered by the CONTRACTOR must allow for payment after receipt and acceptance of services, material or equipment and correct invoice, whichever is later. In no case will a discount be considered that requires payment in less than 30 days.
- 4.5 CONTRACTOR shall levy no additional fees or surcharges of any kind during the term of this AGREEMENT without first obtaining approval from County in writing.
- 4.6 Tax:
- 4.6.1 Pricing as per this AGREEMENT is inclusive of all applicable taxes.
- 4.6.2 County is registered with the Internal Revenue Service, San Francisco office, and registration number 94-6000524. The County is exempt from Federal Transportation Tax; an exemption certificate is not required where shipping documents show Monterey County as consignee.

5.0 INVOICES AND PURCHASE ORDERS

- 5.1 Invoices for all services rendered per this AGREEMENT shall be billed directly to the County department that is requesting services.
- 5.2 CONTRACTOR shall reference RFP #10524 on all invoices submitted to County. CONTRACTOR shall submit such invoices 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. County shall certify the invoice, either in the requested amount or in such other amount as County approves in conformity with this AGREEMENT, and shall promptly submit such invoice to County Auditor-Controller for payment. County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.
- 5.3 All County of Monterey Purchase Orders issued for the AGREEMENT are valid only during the fiscal year in which they are issued (the fiscal year is defined as July 1 through June 30).
- 5.4 Unauthorized Surcharges or Fees: Invoices containing unauthorized surcharges or unauthorized fees of any kind shall be rejected by County. Surcharges and additional fees not included in the AGREEMENT must be approved by County in writing via an Amendment.

6.0 STANDARD INDEMNIFICATION

- 6.1 CONTRACTOR shall indemnify, defend, and hold harmless 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 CONTRACTOR's performance of this AGREEMENT, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

7.0 INSURANCE REQUIREMENTS

7.1 Evidence of Coverage:

7.1.1 Prior to commencement of this AGREEMENT, 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 CONTRACTOR upon request shall provide a certified copy of the policy or policies.

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

7.2 Qualifying Insurers: All coverage, 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 County's Purchasing Officer.

7.3 Insurance Coverage Requirements:

7.3.1 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:

7.3.1.1 Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform 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.

- 7.3.1.2 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.
- 7.3.1.3 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.
- 7.3.1.4 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 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, 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.

7.4 Other Insurance Requirements:

- 7.4.1 All insurance required by this AGREEMENT shall be with a company acceptable to 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.
- 7.4.2 Each liability policy shall provide that 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 insured 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.
- 7.4.3 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.

- 7.4.4 Prior to the execution of this AGREEMENT by County, CONTRACTOR shall file certificates of insurance with County's contract administrator and County's Contracts/Purchasing Division, showing that CONTRACTOR has in effect the insurance required by this AGREEMENT. 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.
- 7.4.5 CONTRACTOR shall at all times 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.

8.0 RECORDS AND CONFIDENTIALITY

- 8.1 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.
- 8.2 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.

- 8.3 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.
- 8.4 Access to and Audit of Records: County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of CONTRACTOR and its subcontractors related to services provided under this AGREEMENT. The parties to this AGREEMENT may be subject, at the request of County or as part of any audit of 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.

9.0 NON-DISCRIMINATION

- 9.1 During the performance of this contract, CONTRACTOR shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code, §12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285.0, et seq.).
- 9.2 The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12900, et seq., set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- 9.3 CONTRACTOR shall include the non-discrimination and compliance provisions of the clause in all AGREEMENTs with subcontractors to perform work under the contract.

10.0 OVERRIDING CONTRACTOR PERFORMANCE REQUIREMENTS

- 10.1 Independent Contractor: CONTRACTOR shall be an independent contractor and shall not be an employee of Monterey County, nor immediate family of an employee of County. CONTRACTOR shall be responsible for all insurance (General Liability, Automobile, Workers' Compensation, unemployment, etc.) and all payroll-related taxes. CONTRACTOR shall not be entitled to any employee benefits. CONTRACTOR shall control the manner and means of accomplishing the result contracted for herein.
- 10.2 Minimum Work Performance Percentage: CONTRACTOR shall perform with his own organization contract work amounting to not less than 50 percent of the original total AGREEMENT amount, except that any designated 'Specialty Items' may be performed by

subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT amount before computing the amount of work required to be performed by CONTRACTOR with his own organization or per a consortium.

- 10.3 Non-Assignment: CONTRACTOR shall not assign this contract or the work required herein without the prior written consent of County.
- 10.4 Any subcontractor shall comply with all of County of Monterey requirements, including insurance and indemnification requirements as detailed in this AGREEMENT.

11.0 CONFLICT OF INTEREST

- 11.1 CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this AGREEMENT. Without limitation, CONTRACTOR represents to and agrees with COUNTY that CONTRACTOR has no present, and will have no future, conflict of interest between providing COUNTY services hereunder and any other person or entity (including but not limited to any federal or state environmental or regulatory agency) which has any interest adverse or potentially adverse to COUNTY, as determined in the reasonable judgment of the Board of Supervisors of COUNTY.
- 11.2 CONTRACTOR agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this AGREEMENT for COUNTY will be kept confidential and not be disclosed to any other person. CONTRACTOR agrees to immediately notify COUNTY in accordance with the Notices Section of this AGREEMENT, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this AGREEMENT. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to COUNTY hereunder.

12.0 COMPLIANCE WITH APPLICABLE LAWS

- 12.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.
- 12.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

- 12.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations and guidelines that are in force at the time such documentation is prepared.

13.0 DRUG FREE WORKPLACE

- 13.1 CONTRACTOR and CONTRACTOR's employees shall comply with the COUNTY's policy of maintaining a drug free workplace. Neither CONTRACTOR nor CONTRACTOR's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a COUNTY facility or work site, the CONTRACTOR shall, within five days thereafter notify the head of the COUNTY department/agency for which the AGREEMENT services are performed. Violation of this provision shall constitute a material breach of this AGREEMENT.

14.0 TIME OF ESSENCE

- 14.1 Time is of the essence in respect to all provisions of this AGREEMENT that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this AGREEMENT.

15.0 PERFORMANCE ASSURANCE AND WAIVER OF BREACH

- 15.1 Assurance of Performance: If at any time County believes CONTRACTOR may not be adequately performing its obligations under this AGREEMENT or that CONTRACTOR may fail to complete the Services as required by this AGREEMENT, County may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in CONTRACTOR's performance. CONTRACTOR shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this AGREEMENT. If County accepts the plan it shall issue a signed waiver.
- 15.1.1 Waiver: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this AGREEMENT shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a

waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

16.0 BREACH, DEFAULT, TERMINATION

- 16.1 **Breach:** A Breach of a term or condition of this AGREEMENT shall mean any one or more of the following events: (1) CONTRACTOR(s) fails to perform the services as specified in the Agreement; (2) CONTRACTOR(s) fails to resolve reported issues in a timely manner as specified in the Agreement; (3) CONTRACTOR fails to comply with any term or requirement included in the Agreement; (4) CONTRACTOR(s) becomes the subject of any proceeding under any law relating to bankruptcy, insolvency, or reorganization, or relief from creditors and/or debtors; (5) in the COUNTY's opinion, CONTRACTOR(s) becomes insolvent or in an unsound financial situation so as to endanger performance; (6) CONTRACTOR(s) is determined to be in violation of federal, state, or local laws or regulations and that such determination, in the COUNTY's opinion, renders the CONTRACTOR(s) unable to perform any aspect of the AGREEMENT; (7) CONTRACTOR receives three concurrent unsatisfactory performance reviews by the COUNTY.
- 16.2 **Default:** A CONTRACTOR may be declared in default for failing to perform a contractual requirement set forth in the Agreement, or for a material breach of any term or condition.
- 16.3 **Termination for Breach and/or Default:** Except in the case of delay or failure resulting from circumstances beyond the control and without the fault or negligence of the CONTRACTOR(s) and/or its subcontractor(s) or suppliers, the COUNTY shall be entitled, by written or oral notice, to cancel and terminate the Agreement in its entirety or in part.

17.0 RIGHTS AND REMEDIES OF THE COUNTY FOR DEFAULT

- 17.1 In the case of default by CONTRACTOR, County may procure the articles or services from other sources and may recover the loss occasioned thereby from any unpaid balance due to CONTRACTOR or by proceeding against any performance bond of CONTRACTOR, if any, or by suit against CONTRACTOR. The prices paid by County shall be considered the prevailing market price at the time such purchase(s) may be made. Inspections of deliveries or offers for deliveries that do not meet specifications shall be made at the expense of CONTRACTOR.

18.0 FORCE MAJEURE

- 18.1 "Force Majeure" means any cause beyond the reasonable control of a party, including but not limited to acts of God, civil or military disruption, fire, strike, flood, riot, war, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.
- 18.2 If any party hereto is delayed or prevented from fulfilling its obligations under this AGREEMENT by Force Majeure, said party will not be liable under this AGREEMENT for said delay or failure, nor for damages or injuries resulting directly from the inability to perform scheduled work due to Force Majeure.
- 18.3 CONTRACTOR shall be granted an automatic extension of time commensurate with any delay in performing scheduled work arising from Force Majeure. CONTRACTOR agrees to resume such work within three (3) days after the Force Majeure has subsided enough to do so.

19.0 INFORMATION PORTABILITY AND ACCOUNTABILITY ACT— HIPAA COMPLIANCE

- 19.1 CONTRACTOR agrees to operate its business in a manner as necessary to permit County to comply with its obligations under the Health Insurance Portability and Accountability Act of 1996, Subtitle F, Public Law 104-191, relating to the privacy and security of confidential health information, and any final regulations or rules promulgated by the U.S. Department of Health and Human Services thereunder (collectively, the "HIPAA Standards").

20.0 REQUIREMENTS FOR WORK/SERVICES PERFORMED AT THE HEALTH DEPARTMENT

- 20.1 CONTRACTOR shall procure all necessary permits and licenses and abide by all applicable laws, regulations and ordinances of the United States and of the State of California. The Agency will be in compliance with Title 22, OSHA, Federal and State Labor Laws and the Joint Commission on Accreditation of Health Care Organizations.

21.0 BACKGROUND CHECKS

- 21.1 CONTRACTOR shall be required to obtain State and Federal level criminal background clearance(s) for all personnel required to work within County facilities that are deemed restricted or high security, including but not limited to the Sheriff's Office, Probation Department, 911 Center, and District Attorney's Office.

- 21.1.1 A California licensed Investigator must perform the required State level criminal background check(s) which must then be submitted to County prior to the personnel being allowed to work within such County facilities. CONTRACTOR shall be responsible for the cost of these background check costs unless otherwise informed by County. In some circumstances, a specific County department may request that County Sheriff's Office perform the background checks.
- 21.1.2 All CONTRACTOR personnel who are designated to provide services at any of the County Sheriff's facilities are required to undergo fingerprinting and background checks through the Sheriff's main office specifically.

22.0 WARRANTY BY CONTRACTOR

- 22.1 CONTRACTOR shall fully warrant all materials, equipment, and service against poor and inferior quality or workmanship for a period of not less than one (1) year from date of final acceptance by the COUNTY. Time is of the essence of this AGREEMENT. CONTRACTOR shall repair or replace any inoperable materials or equipment in a timely manner during warranty period.

23.0 ACCESSIBILITY

- 23.1 CONTRACTOR shall inform himself regarding any peculiarities and limitations of the spaces available for the installation of all work and materials furnished and installed under the AGREEMENT. CONTRACTOR shall exercise due and particular caution to determine that all parts of CONTRACTORS work are made quickly and easily accessible.

24.0 CLEANUP

- 24.1 Cleanup: During performance and completion of work on this project CONTRACTOR shall remove all unused equipment and instruments of service, all excess or unsuitable material, trash, rubbish and debris, and legally dispose of same, unless otherwise directed by the AGREEMENT. CONTRACTOR shall leave entire area in a neat, clean and acceptable condition as approved by County.
- 24.2 Waste Removal: Once the collection of waste materials has commenced, CONTRACTOR has exercised control of and taken possession of the waste, and the assumption of risk and liability is solely with CONTRACTOR. County shall not take responsibility for the accidental or purposeful discharge or release of any waste material.

25.0 DAMAGE

- 25.1 CONTRACTOR shall be held responsible for any breakage, loss of County's equipment or supplies through negligence of CONTRACTOR or his employee while working on County's premises. CONTRACTOR shall be responsible for restoring/replacing any equipment, facilities, etc. so damaged. CONTRACTOR shall immediately report to County any damages to the premises resulting from services performed under this AGREEMENT.

26.0 GUARANTEE OF MALWARE-FREE GOODS

- 26.1 All software/hardware purchased must be free of malicious code such as viruses, Trojan horse programs, worms, spyware, etc. Validation of this must be written into the contract. Malicious code or malware (short for malicious software) is defined as software (or firmware) designed to damage or do other unwanted actions on a computer system. Common examples of malware include viruses, worms, Trojan horses and spyware. Viruses, for example, can cause havoc on a computer's hard drive by deleting files or directory information. Spyware can gather data from a user's system without the user knowing it. This can include anything from the web pages a user visits to personal information, such as credit card numbers.

27.0 INTELLECTUAL PROPERTY RIGHTS

- 27.1 All data provided by County belongs to County. All records compiled by CONTRACTOR in completing the work described in this AGREEMENT, including but not limited to written reports, studies, drawings, blueprints, negatives of photographs, graphs, charts, plans, source codes, specifications and all other similar recorded data, shall become and remain the property of County. Use or distribution of County data by CONTRACTOR is prohibited unless CONTRACTOR obtains prior written consent from County.
- 27.2 For systems hosted or stored on equipment not owned by County, CONTRACTOR shall furnish all data to County upon request by County at any time during the term of this AGREEMENT in a useable format as specified by County and at no additional cost to County.
- 27.3 Notwithstanding anything to the contrary contained in this AGREEMENT, it is understood and agreed that CONTRACTOR shall retain all of its rights in its proprietary information including, without limitation, methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge and experience possessed by CONTRACTOR prior to this AGREEMENT.

28.0 PATENT AND COPYRIGHT INDEMNITY

- 28.1 CONTRACTOR represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software (“CONTRACTOR Products”) provided to County under this AGREEMENT infringe any patent, copyright or other proprietary right. CONTRACTOR shall defend, indemnify and hold harmless County, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, “Losses”) arising out of or in connection with an assertion that any CONTRACTOR Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. County will: (1) notify CONTRACTOR promptly of such claim, suit or assertion; (2) permit CONTRACTOR to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable CONTRACTOR to do so. CONTRACTOR shall not agree without County’s prior written consent, to any settlement, which would require County to pay money or perform some affirmative act in order to continue using the CONTRACTOR Products.
- 28.1.1 If CONTRACTOR is obligated to defend County pursuant to this Section 27.0 and fails to do so after reasonable notice from County, County may defend itself and/or settle such proceeding, and CONTRACTOR shall pay to County any and all losses, damages and expenses (including attorney’s fees and costs) incurred in relationship with County’s defense and/or settlement of such proceeding.
- 28.1.2 In the case of any such claim of infringement, CONTRACTOR shall either, at its option, (1) procure for County the right to continue using the CONTRACTOR Products; or (2) replace or modify the CONTRACTOR Products so that that they become non-infringing, but equivalent in functionality and performance.
- 28.2 County retains the right and ability to defend itself, at its own expense, against any claims that CONTRACTOR products infringe any patent, copyright, or other intellectual property right.

29.0 RIGHTS AND REMEDIES OF THE COUNTY FOR DEFAULT

- 29.1 In the case of default by CONTRACTOR, County may procure the articles or services from other sources and may recover the loss occasioned thereby from any unpaid balance due to CONTRACTOR or by proceeding against any performance bond of CONTRACTOR, if any, or by suit against CONTRACTOR. The prices paid by County shall be considered the prevailing market price at the time such purchase(s) may be made. Inspections of deliveries or offers for deliveries that do not meet specifications shall be made at the expense of CONTRACTOR.

30.0 NOTICES

- 30.1 Notices required to be given to the respective parties under this AGREEMENT shall be deemed given by any of the following means: (1) when personally delivered to County's contract administrator or to CONTRACTOR'S responsible officer; (2) when personally delivered to the party's principle place of business during normal business hours, by leaving notice with any person apparently in charge of the office and advising such person of the import and contents of the notice; (3) 24 hours after the notice is transmitted by FAX machine to the other party, at the party's FAX number specified pursuant to this AGREEMENT, provided that the party giving notice by FAX must promptly confirm receipt of the FAX by telephone to the receiving party's office; or, (4) three (3) days after the notice is deposited in the U. S. mail with first class or better postage fully prepaid, addressed to the party as indicated below.

Notices mailed or faxed to the parties shall be addressed as follows:

TO COUNTY:

Contracts/Purchasing Officer
County of Monterey, Contracts/Purchasing
168 W. Alisal Street, 3rd Floor.
Salinas, CA 93901-2439
Tel. No.: (831) 755-4990
FAX No.: (831) 755-4969
derrm@co.monterey.ca.us

TO CONTRACTOR:

EDX Information Systems, Inc.
Satish Attawar
46560 Fremont Blvd, Bldg. 415
Fremont, CA 94538
Tel. No.: (510) 440-1011
FAX No.: (510) 440-0581
Sattawar@edxinc.com

31.0 LEGAL DISPUTES

- 31.1 CONTRACTOR agrees that this AGREEMENT and any dispute arising from the relationship between the parties to this AGREEMENT, shall be governed and interpreted by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
- 31.2 Any dispute that arises under or relates to this AGREEMENT (whether contract, tort, or both) shall be resolved in the Superior Court of California in Monterey County, California.
- 31.3 CONTRACTOR shall continue to perform under this AGREEMENT during any dispute.
- 31.4 The parties agree to waive their separate rights to a trial by jury. This waiver means that the trial will be before a judge.

32.0 MISCELLANEOUS PROVISIONS

- 32.1 Amendment: This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 32.2 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.
- 32.3 Contractor: The term “CONTRACTOR” as used in this Agreement includes CONTRACTOR’s officers, agents, and employees action on CONTRACTOR’s behalf in the performance of this Agreement.
- 32.4 Disputes: CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 32.5 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.
- 32.6 Headings: The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 32.7 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.
- 32.8 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.
- 32.9 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.
- 32.10 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.
- 32.11 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.

- 32.12 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.



IN WITNESS WHEREOF, the County and CONTRACTOR execute this AGREEMENT as follows:

MONTEREY COUNTY

CONTRACTOR

Contracts/Purchasing Officer

By: _____
Signature of Chair, President, or Vice-President

Dated: _____

[Signature]
SARISH ATANAR - PRESIDENT
Printed Name and Title

Approved as to Fiscal Provisions:

Dated: APRIL 4, 2016 .

Deputy Auditor/Controller

By: _____
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Dated: _____

JOHN SHAR - SECRETARY
Printed Name and Title

Approved as to Liability Provisions:

Risk Management

Dated: APRIL 4, 2016 .

Dated: _____

Approved as to Form:

Deputy County Counsel

Dated: _____

County Board of Supervisors' Agreement Number: _____.

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the 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.

EXHIBIT A: STANDARD WORKSTATION MODELS

	NOTES	SMALL FORM FACTOR	MID TOWER HIGH PERF	ULTRA SMALL FORM FACTOR
Operating System		Microsoft Windows 8.1 64 Bit With Microsoft Windows 7 64 Bit Professional Edition Downgrade	Microsoft Windows 8.1 64 Bit With Microsoft Windows 7 Professional Edition Downgrade	Microsoft Windows 8.1 64 Bit With Microsoft Windows 7 Professional Edition Downgrade
# Bays	S	3	5	1
Processor	S	4th Gen Intel Core I5 w/VPro	4th Gen Intel Core I5 w/VPro	4th Gen Intel Core I5 w/VPro
	O	4 th Gen intel Core I7 w/VPro	4 th Gen intel Core I7 w/VPro	4 th Gen intel Core I7 w/VPro
Chipset	S	Intel Q77	Intel Q77	Intel Q77
Memory		Bid should allow for the following memory options	Bid should allow for the following memory options	Bid should allow for the following memory options
	S	8GB PC3-12800 DDR3-UDIMM B	8GB PC3-12800 DDR3-UDIMM B	8GB PC3-12800 DDR3-UDIMM B
	O	16GB PC3-12800 DDR3-UDIMM	16GB PC3-12800 DDR3-UDIMM	16GB PC3-12800 DDR3-UDIMM
	O	32GB PC3-12800 DDR3-UDIMM	32GB PC3-12800 DDR3-UDIMM	32GB PC3-12800 DDR3-UDIMM
Hard Drive		Bid should allow for the following hard drive options	Bid should allow for the following hard drive options	Bid should allow for the following hard drive options
	S	500 GB SATA 7200rpm 2 MB cache	80 GB SATA 7200rpm 2 MB cache	80 GB SATA 7200rpm 2 MB cache
	O	1TB GB SATA 7200rpm 2 MB cache	160 GB SATA 7200rpm 2 MB cache	160 GB SATA 7200rpm 2 MB cache
	O	256 GB SSD 8GB Cache	256 GB SSD 8GB Cache	256 GB SSD 8GB Cache
Optical Drive		16X SATA DVD+/-RW Dual Layer	16X SATA DVD+/-RW Dual Layer	16X SATA DVD+/-RW Dual Layer
Media Card Reader	O	Minimum 9-in-1	Minimum 9-in-1	Minimum 9-in-1
Power Supply		240 Watt 85% Single Output	280 Watt 85% Single Output	65 Watt 87% External Adapter
Network Adapter	S	Integrated Gigabit Ethernet	Integrated Gigabit Ethernet	Integrated Gigabit Ethernet

Keyboard	S	104 Key USB 3.0 Kbd	104 Key USB 3.0 Kbd	104 Key USB 3.0 Kbd
Mouse	S	2-Button USB 3.0 Optical Scroll	2-Button USB Optical Scroll	2-Button USB Optical Scroll
Sound Card	S	Integrated High Def Sound Card	Integrated High Def Sound Card	Integrated High Def Sound Card
Video Card	S	Integrated Intel GMA X4600HD	Integrated Intel GMA X4600HD	Integrated Intel GMA X4600HD
	O	NVIDIA GeForce GT620	NVIDIA GeForce GT620	
Monitor		Bid should allow for the following monitor options	Bid should allow for the following monitor options	Bid should allow for the following monitor options
	S	Not Selected	Not Selected	Not Selected
	O	19" LCD Widescreen LCD Flat Panel Display height adjustable	19" LCD Widescreen LCD Flat Panel Display height adjustable	19" LCD Widescreen LCD Flat Panel Display height adjustable
	O	22" LCD Widescreen LCD Flat Panel Display height adjustable ble	22" LCD Widescreen LCD Flat Panel Display height adjustable ble	22" LCD Widescreen LCD Flat Panel Display height adjustable ble
	O	24" LCD Widescreen LCD Flat Panel Display height adjustable	24" LCD Widescreen LCD Flat Panel Display height adjustable	24" LCD Widescreen LCD Flat Panel Display height adjustable
	O	28" LCD Widescreen LCD Flat Panel Display height adjustable	28" LCD Widescreen LCD Flat Panel Display height adjustable	28" LCD Widescreen LCD Flat Panel Display height adjustable
Speakers		Bid should allow for the following options:	Bid should allow for the following options:	Bid should allow for the following options:
	S	External Stereo Speakers	External Stereo Speakers	External Stereo Speakers
	O	Not Selected	Not Selected	Not Selected
Warranty and Services		4 Year w/Advance Exchange	4 Year w/Advance Exchange	4 Year w/Advance Exchange

EXHIBIT B: STANDARD NOTEBOOK WORKSTATION MODELS

STANDARD NOTEBOOK COMPUTER WORKSTATION MODELS

**RFP 10524
Desktop Solution Services**

	Notes	THIN AND LIGHT EXTENSIVE MOBILE USE	GENERAL USE HIGH PERFORMANCE	Ultrathin and Light	TABLET
Operating System		Microsoft Windows 8.1 64 Bit With Microsoft Windows 7 64 Bit Professional Edition Downgrade	Microsoft Windows 8.1 64 Bit With Microsoft Windows 7 64 Bit Professional Edition Downgrade	Microsoft Windows 8.1 64 Bit With Microsoft Windows 7 64 Bit Professional Edition Downgrade	Microsoft Windows 8.1 64 Bit
# Spindles		2	2	1	1
Processor	S	Intel 4 th Gen I5 w/vPro	Intel 4 th Gen I5 w/vPro	Intel 4 th Gen I5 w/vPro	Intel 4 th Gen I5 w/vPro
	O	Intel 4 th Gen I7 3/vPro	Intel 4 th Gen I7 3/vPro	Intel 4 th Gen I7 3/vPro	Intel 4 th Gen I7 3/vPro
Memory		Bid should allow for the following options	Bid should allow for the following options	Bid should allow for the following options	Bid should allow for the following options
	S	8GB PC3-12800 DDR3-SDRAM	8GB PC3-12800 DDR3-SDRAM	8GB PC3-12800 DDR3-SDRAM	8GB PC3-12800 DDR3-SDRAM
	O	16GB PC2-6400 (DDR2-800)	16GB PC2-6400 (DDR2-800)	16GB PC2-6400 (DDR2-800)	16GB PC2-6400 (DDR2-800) (onboard)
Hard Drive	S	500 GB Ultra ATA 7200rpm	160 GB Ultra ATA 7200rpm	160 GB Ultra ATA 7200rpm	256 GB SSD Drive
	O	256 GB SSD Drive	256 GB SSD Drive	256 GB SSD Drive	N/A
Optical Drive		Bid should allow for the following options	Bid should allow for the following options	Bid should allow for the following options	Bid should allow for the following options
Internal	S	16X DVD-R/RW CD-RW	16X DVD-R/RW CD-RW	N/A	
External	O	N/A	N/A	External 16X DVD+/-RW	External 16X DVD+/-RW
Battery		High Capacity	High Capacity	High Capacity	High Capacity
Network Adapter		Integrated 10/100/1000 Ethernet	Integrated 10/100/1000 Ethernet	Integrated 10/100/1000 Ethernet	Integrated 10/100/1000 Ethernet
Keyboard		Full-Sized keyboard	Full-Sized keyboard	Full-Sized keyboard	Removable/chargeable Keyboard
Mouse		Integrated Mouse/Pointing Device	Integrated Mouse/Pointing Device	Integrated Mouse/Pointing Device	Integrated Mouse/Pointing Device
Sound Card		Integrated Hi-Def Audio	Integrated Hi-Def Audio	Integrated Hi-Def Audio	Integrated Hi-Def Audio

Monitor		14.1" WXGA Display	15.4" WXGA Display	13" SXGA TFT Display	13.3" WXGA Touchscreen Display
Integrated Wireless Network Adapter		Integrated 802.11ac (intel 7260) wireless network card	Integrated 802.11ac (intel 7260) wireless network card	Integrated 802.11ac (intel 7260) wireless network card	Integrated 802.11ac (intel 7260) wireless network card
4G Network Capability	O	GOBI 5000 Verizon, AT&T, T Mobile)	GOBI 5000 Verizon, AT&T, T Mobile)	GOBI 5000 Verizon, AT&T, T Mobile)	GOBI 5000 Verizon, AT&T, T Mobile)
Carrying Case	O	Black Nylon	Black Nylon	Black Nylon	Black Nylon
Warranty/Services		4 Years Adv Parts Exch, 4 Years accidental damage protection	4 Years Adv Parts Exch, 4 Years accidental damage protection	4 Years Adv Parts Exch, 4 Years accidental damage protection	4 Years Adv Parts Exch, 4 Years accidental damage protection

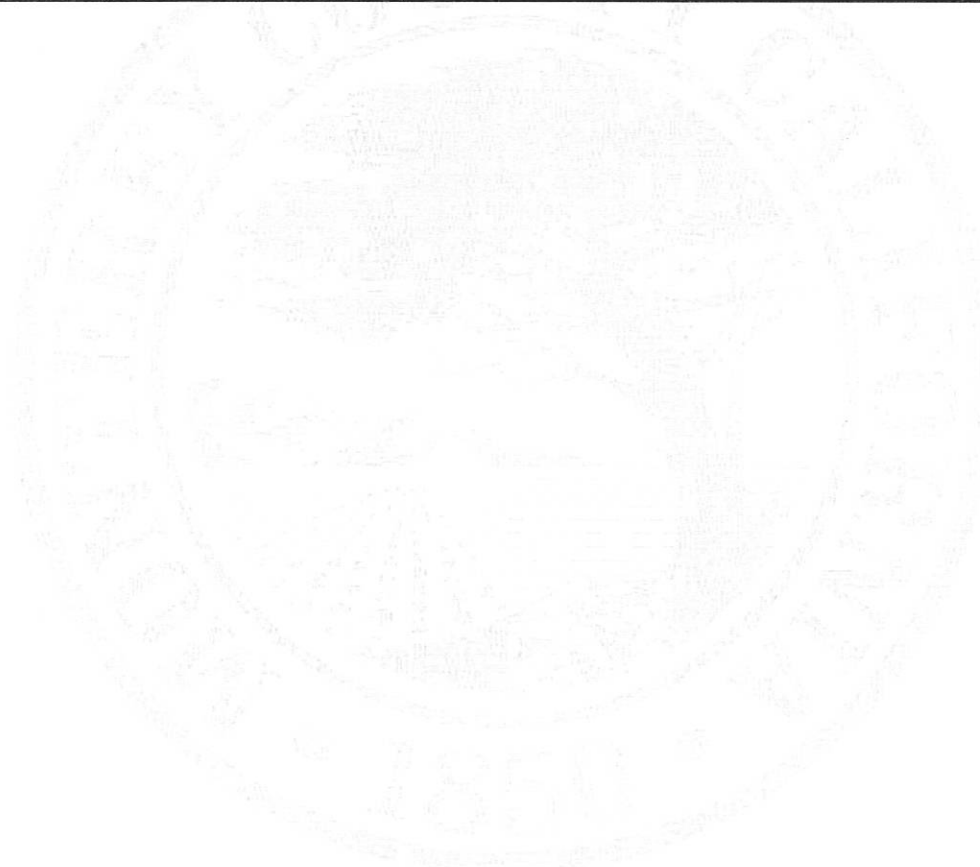


EXHIBIT C: COMPUTER SERVICES SPECIFICATIONS

DESKTOP AND NOTEBOOK COMPUTER SERVICES SPECIFICATIONS RFP 10524 Desktop Solution Services

- C-1 Awarded CONTRACTOR(s) shall provide the following services to the County of Monterey on all PC and Laptop systems purchased or leased under this Agreement. The cost of providing these services will be included (bundled) in the acquisition cost (Purchase or Lease) of the device.
1. Creation and maintenance of custom web portal through which County staff will:
 - a. Experience a simplified request, approve, and ordering process for new Desktop and Laptop systems. CONTRACTOR(s) and County will meet to develop the specifications and jointly design the site. It will be the CONTRACTOR's responsibility to keep the information on this site current, and to resolve functionality issues affecting the site in a timely manner.
 - b. Report deficiencies and order replacement parts and equipment.
 - c. Review asset status and obtain detailed configuration information.
 - d. Review status of orders.
 - e. Review end of lease information and options for leased assets.
 - f. Review performance metrics as required in **Exhibit D** of this Agreement.
 2. Implementation of a self-maintainer program to enable the 7 hardware and 25 software technicians employed by the County to support the assets acquired under the terms of this Agreement. This will be in lieu of the next business day onsite service requirement of the CONTRACTOR's warranty. CONTRACTOR(s) will make available a web based interface through the custom portal whereby the technician can report deficiencies and order replacement parts without interfacing with the CONTRACTOR's help desk.
 3. Provisioning and deployment of Sample units matching the County's standard models at the County ITD location to facilitate the testing and configuration of applications and can also be used as an advanced replacement in the event of a failure of a purchased/leased system.
 4. Implementation of an advance replacement program for failed systems that cannot be repaired at the County. Under the advance replacement process, CONTRACTOR(s) shall express ship a like system upon request by the County for items still under warranty. After the replacement system is received, the technician will effect installation and then return the failed system in the same packaging. Shipping will be at CONTRACTOR's expense.

5. Development of process to electronically forward MAC address information for all systems being shipped for installation at the County (leased, purchase, or advance replacement) in advance of the shipment. Also systems scheduled for de-activation, de-installation or disposal that were acquired under this Agreement will likewise be reported to the County electronically.
 6. Implementation of stable product lifecycles with managed transitions between models. County requires availability of systems for 18 months from date a system is placed into service under general availability for procurement. At least 3 months of overlap will exist between the time a systems replacement becomes available and the time the retired system is removed from availability for order. CONTRACTOR(s) shall notify the County when changes to the product roadmap document(s) are made, and the County will have the option to request stabilization of availability of a model at that time in order to meet standardization requirements of specific projects or applications.
 7. Implementation of quarterly status meetings to be held at the County.
 8. Setup of methodology for collecting and reporting performance metrics on a monthly basis as prescribed in **Exhibit D** of this Agreement.
- C-2 CONTRACTOR(s) shall provide a 4 year extended warranty with next business day on-site support for all equipment procured under the terms of this Agreement.
- C-3 CONTRACTOR(s) shall offer the following optional service(s) to the County of Monterey on all PC and Laptop systems purchased or leased under this Agreement. The cost of providing these services will not be included (bundled) in the acquisition cost (Purchase or Lease) of the device.
1. Installation services for desktop PCs to include delivery and installation at customer site, and removal of displaced equipment as applicable. Procedures to be followed will be developed jointly by the County and CONTRACTOR(s). CONTRACTOR(s) shall provide fields on the online order forms to include designation of a Site Coordinator and ship-to-address.
 2. The details of this option will be negotiated upon award of the Agreement between County and CONTRACTOR(s).

EXHIBIT D: SERVICE DELIVERY METRICS

SERVICE DELIVERY METRICS RFP 10524 Desktop Solution Services

D-1 In order to measure the effectiveness of service provided under this agreement, performance delivery of the following critical functions will be monitored, measured and reported by the awarded CONTRACTOR(s).

1. **System Return Rate:** Also known as Dead On Arrival (DOA), this metric includes systems that fail on initial installation. This metric measures CONTRACTOR's ability to manufacture, inspect, quality control, and package and ship quality products that meet the County's requirement of less than 2% DOA systems. CONTRACTOR(s) shall report the System Return Rate metric with the goal being 2% or less of all systems shipped being DOA upon receipt and installation at the County. If the DOA rate exceeds 2% for all systems shipped during a reporting period, the County shall be issued a credit of \$50 for each system that exceeds the 2% rate.
2. **Parts Replacement Rate:** Measurement of CONTRACTOR's speed to ship replacement parts after the receipt of request from County staff. While the method of shipment will vary from next business day for critical parts not included in parts kits to ground for replenishment of consumed parts kit items, processing of the supply action and the delivery of the items to the CONTRACTOR's shipping partner will be complete within the County's requirement of 99% of items shipped the same day the request was made by the County.
3. **Self-Maintainer Effectiveness Rate:** This metric evaluates the times parts are returned to CONTRACTOR(s) as being faulty by County staff and whether or not the parts are actually the cause of the failure. This tracking will enhance the effectiveness of the self-maintainer program by providing the basis for staff training and/or special tool requirements. Target goal for this metric is 90%.
4. **Average Call Wait Time:** This metric tracks the time a member of the County waits for a call to be answered. It will measure from the time a call is placed until a qualified, knowledgeable member of the CONTRACTOR's support staff answers the call. Acceptable rate is 95% of calls answered in less than 2 minutes.
5. **Order to Ship Time:** This metric tracks the time it takes to process an order from receipt of the order to delivery at the ITD Warehouse. Goal is 100% of orders processed in less than 16 business days. CONTRACTOR(s) shall provide a notice with an estimated ship date upon acceptance of order regardless of the process used by the County to place the order. This notice shall be either via e-mail, or the web portal. If an order misses the final delivery target to the County of fourteen (14) business days, the County shall notify CONTRACTOR(s) in writing requiring cure within an additional five (5) business days.

Should CONTRACTOR(s) fail to deliver the effected order within the five (5) business days, the County may request a credit of \$50 per day/per order which may be applied to either the invoice for the specific effected order or against a future order at the discretion of the County.

6. **Order Accuracy Rate:** This metric is the result of the reconciliation of received items against ordered items to ensure that systems are delivered as ordered. The goal for this metric is 100%.
7. **Repeated Failure (Lemon) System Rate:** This metric reports incidence where any individual system experiences repeated failures during the life of the extended manufacturer's warranty. If any system purchased or leased under the terms of this Agreement does not perform to the satisfaction of the County, due to three (3) separate failures of hardware components within the box (e.g. hard drive, motherboard, CD-ROM drive, power supply, etc.), it shall be replaced by CONTRACTOR(s) with a new or serviceably used system of equivalent or better form and functionality, which shall be subject to all remaining warranty provisions applicable to the original unit, providing that the County promptly notifies CONTRACTOR(s) upon the third separate occurrence of hardware component failure. External items such as monitors, keyboards, and mice may be replaced if failure occurs, but their failure shall not result in a system replacement. The goal for this metric is 0%

D-2 These metrics will be updated monthly and presented during the quarterly CONTRACTOR/County management meetings as referenced in **Exhibit C** of this Agreement. In addition, these metrics will be available for review through the custom web interface.

EXHIBIT E: LEASE TERM REQUIREMENTS

PC AND LAPTOP LEASE TERM REQUIREMENTS RFP 10524 Desktop Solution Services

- E-1 Awarded CONTRACTOR(s) shall offer a comprehensive Leasing Program to the County of Monterey that can be selected at the time of acquisition of all PC and Laptop systems acquired under this agreement. The lease program contract will include the following terms at a minimum:
1. County will be able to opt for either a 36, 42 or 48 month term at inception.
 2. CONTRACTOR(s) shall offer the County the ability to extend the lease term on a month-to-month basis with the monthly payment not to exceed the then current monthly lease payment for that particular asset.
 3. CONTRACTOR(s) shall offer the County the ability to extend a lease in advance of end of lease for a period of either 3, 6 or 12 months. The payment due will be revised to reflect the then current residual value and the future residual value effective with the first payment following the original lease termination date.
 4. County will not incur additional costs for damage or cosmetic blemishes to leased equipment upon return to CONTRACTOR(s) unless said damage exceeds normal fair wear and tear.
 5. County will not be held liable to return leased equipment in original containers. In addition, original documentation and software provided with the equipment will not need to be returned at end of lease.
 6. County will not be responsible to clean hard drives on systems returned to CONTRACTOR(s) at end of lease. CONTRACTOR(s) shall ensure that all drives are sanitized to meet the specifications of Department Of Defense (DOD) level 7 upon return to the CONTRACTOR's location as a part of end of lease processing, and will forward a list of computers by serial numbers which were returned and which had their hard drives cleaned. In addition, CONTRACTOR(s) shall utilize only bonded transportation CONTRACTORs to effect movement of returned assets from the County to the CONTRACTOR's disposal activity.
 7. Should the County desire to purchase a leased asset prior to the end of lease date, the purchase price will not exceed the fair market value for the asset using straight-line depreciation for a period of 5 years. Purchase price at end of lease term will be specified at lease inception.
 8. County will have the option of returning an identical item, or one of equal or higher value at end of lease term rather than a specific serial numbered asset.
 9. All issues that pertain to lease assets that are required by all Exhibits of this Agreement will be included in the Lease Terms.
- E-2 CONTRACTOR(s) shall ensure that the tools needed to manage leased assets under the terms of this contact are available on the custom web portal required under Exhibit C of this Agreement.

EXHIBIT F: ERGONOMICS CRITERIA

ERGONOMICS CRITERIA RFP 10524 Desktop Solution Services

- F-1 In order to provide County with desktop and notebook computer systems which meet industry standards design and provide the maximum comfort and fit to support worker comfort and productivity all systems shipped under the terms of this Agreement will meet the standards defined in this appendix by the awarded CONTRACTOR(s).
- F-2 Keyboard, pointing devices and monitor components will meet the criteria set in ANSI/HFES Standard 100-2007, Human Factors Engineering of Computer Workstations.
1. **Keyboards:** Keyboards height will be between 30 and 35 mm and allow for at least one adjustment. The preferred key activation force at the snap point should be between 0.5 and 0.6 N. The force to activate the main alphabetic keys at the snap point shall be between 0.25 and 1.5 N. Vertical displacement of the alphabetic keys shall be between 1.5 and 6.0 mm. Keying feedback shall be accompanied by tactile or auditory feedback or both.
 2. **Input Device (Mouse):** An input device designed for one-handed operation should be operable with either hand. If the input device is designed for operation by a particular hand, then both left- and right-handed versions should be available to users. Buttons should have a displacement of 1.0 and 6.0mm. The shape and size of a mouse shall allow single handed operation. The motion sensor should be located toward the front of the input device, under the fingertips, not the palm. Dimensions are recommended at 40-70 mm wide, 70-120 mm long and between 25 and 40 mm high.
 3. **Visual Displays:** All monitors delivered under the terms of this Agreement will meet the requirements of **Exhibit A** and **Exhibit B**.