

Agenda Item



AGENDA STAFF REPORT

ASR Control 22-000599

MEETING DATE: 08/09/22
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): 5
SUBMITTING AGENCY/DEPARTMENT: John Wayne Airport (Pending)
DEPARTMENT CONTACT PERSON(S): Charlene Reynolds (949) 252-5183
 Scott Hagen (949) 252-5241

SUBJECT: Approve Contract for Managed Security Services

CEO CONCUR
Pending Review

COUNTY COUNSEL REVIEW
Approved Agreement to Form

CLERK OF THE BOARD
Discussion
3 Votes Board Majority

Budgeted: Yes

Current Year Cost: \$376,833

Annual Cost: FY 2023-24
\$462,730
FY 2024-25 \$475,682
FY 2025-26 \$79,642

Staffing Impact: No

of Positions:

Sole Source: No

Current Fiscal Year Revenue: N/A

Funding Source: Fund 280: 100%

County Audit in last 3 years: No

Prior Board Action: 8/27/2019 #21

RECOMMENDED ACTION(S):

1. Authorize the County Procurement Officer or Deputized designee to execute the Contract with Mosaic451, LLC for Managed Security Services, effective September 1, 2022, through August 31, 2025, in an amount not to exceed \$1,394,887, with the option to renew for two additional one-year terms upon Board of Supervisors' approval.
2. Pursuant to Contract Policy Manual Section 3.3-113, authorize the County Procurement Officer or Deputized designee to exercise a contingency contract cost increase, not to exceed a total of 10 percent of the Contract amount for the first year of the Contract, for the entire term of the Contract, including renewals, and within the scope of work set forth in the Contract. The use of this contingency contract cost increase is subject to approval requirements established by the County Procurement Officer.

SUMMARY:

Approval of the Contract with Mosaic451, LLC will provide critical network security services for the John Wayne Airport Information Technology Network.

BACKGROUND INFORMATION:

On June 21, 2019, John Wayne Airport (JWA) issued a Request for Proposal (RFP) for managed security services. The Board of Supervisors (Board) approved a three-year contract MA-280-20010115 with Mosaic451, LLC (Mosaic) on August 27, 2019, renewable for two consecutive one-year options.

In February 2022, John Wayne Airport (JWA) transitioned portions of its security monitoring services of network switches and firewalls to Orange County Information Technology (OCIT). However, OCIT is not currently providing services related to the protection of JWA's Payment Card Industry devices. Therefore, JWA issued an RFP for managed security services on April 15, 2022, on the County's online bidding system.

Two submittals were received in response to the RFP on June 17, 2022. Based on the evaluation criteria outlined in the RFP, Mosaic is being recommended to provide these services to JWA for a three-year term, with the option to renew for two additional one-year terms upon Board approval.

The written and oral proposals were rated based on the following predetermined criteria:

Overall Responsiveness	15%
Qualifications and Experience	25%
Proposed Staffing Plan	20%
Approach and Methodology to Scope of Work (SOW) Provided in RFP	20%
Cost Proposal for SOW	20%

The weighted scores for the firms are summarized below. Attachment C includes the Summary of Evaluator Scoring with individual evaluator scores and scores for the firms.

Firm	Written (60%)	Oral (40%)	Total
Computer Aid, Inc.	40.4	29.5	69.9
Mosaic451, LLC	55.6	33.7	89.3

JWA is procuring these Services in accordance with the 2021 Contract Policy Manual Section 4.3 RFP. The Orange County Preference Policy is not applicable to this contract award.

Protecting and maintaining the security of JWA's information systems from nefarious activity requires continuous active monitoring and highly specialized expertise. Mosaic has a fully-staffed, domestically located Security Operations Center (SOC). Mosaic will provide the following security services for JWA's Information Technology (IT) systems: intrusion detection, log archival, monitoring, recovery services and emergency response services with forensic support.

Orange County Information Technology (OCIT) established the County's Information Technology Security Operation Center (County's SOC) in March of 2019 to provide security monitoring 24 hours a day, seven days a week, 365 days per year. JWA consulted with OCIT and both departments agreed it would be

beneficial to compare Mosaic's newly enhanced security software and services with the security software used by the County's SOC for consideration of future services.

The proposed Contract will continue to provide JWA with state-of-the-art IT security monitoring for the remaining JWA's information systems 24 hours a day, seven days a week, 365 days per year.

Reference checks were satisfactory and completed with the County of Pinal and San Francisco International Airport regarding similar services. The Contractor's performance has been confirmed as at least satisfactory. JWA has verified there are no concerns that must be addressed with respect to the Contractor's ownership/name, litigation status or conflicts with County interests.

This Contract does not currently include subcontractors or pass through to other providers. See Attachment D for the Contract Summary Form.

The Contract is coming to the Board less than 30 days before its commencement due to additional time required with the solicitation process.

Compliance with CEQA: This action is not a project within the meaning of CEQA Guidelines Section 15378 and is therefore not subject to CEQA, since it does not have the potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. The approval of this agenda item does not commit the County to a definite course of action in regard to a project since it involves the award of a contract for critical network security services to continue to provide JWA with state-of-the-art IT security monitoring for JWA's information systems. This proposed activity is therefore not subject to CEQA. Any future action connected to this approval that constitutes a project will be reviewed for compliance with CEQA.

FINANCIAL IMPACT:

Appropriations for this Contract are included in Fund 280, Airport Operating Fund, FY 2022-23 Budget and will be included in the budgeting process for future years.

The Contract referenced in this agenda item contains language that permits reductions or termination of the Contract immediately and without penalty if approved funding or appropriations are not forthcoming.

STAFFING IMPACT:

N/A

REVIEWING AGENCIES:

Orange County Information Technology

ATTACHMENT(S):

Attachment A – Contract MA 280-22011219 with Mosaic451, LLC
Attachment B – Memorandum of Recommendation

Attachment C – Summary of Evaluator Scoring
Attachment D – Contract Summary Form

CONTRACT MA-280-22011219

FOR

IT SECURITY SERVICES

BETWEEN

JOHN WAYNE AIRPORT

AND

MOSAIC451, LLC

**JOHN WAYNE AIRPORT
ORANGE COUNTY**



**CONTRACT MA-280-22011219
WITH
MOSAIC451, LLC
FOR
IT SECURITY SERVICES**

This Contract MA-280-22011219 for IT Security Services ("Contract") is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California; (hereinafter referred to as "County") and Mosaic451, LLC, with a place of business at 3838 North Central Avenue, Suite 2050, Phoenix, Arizona 85012 (hereinafter referred to as "Contractor"), with County and Contractor sometimes referred to as "Party" or collectively as "Parties."

ATTACHMENTS

This Contract is comprised of this document and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

Attachment A – Scope of Work
Attachment A-1 - JWA Definitions
Attachment B – Payment/Compensation
Attachment C – Staffing Plan
Attachment D - Contractor Security Agreement
Attachment E – Product Specifications

RECITALS

WHEREAS, Contractor and County are entering into this Contract for IT Security Services under a firm fixed-fee Contract; and

WHEREAS, County solicited Contract for IT Security Services as set forth herein, and Contractor represented that it is qualified to provide IT Security Services to the County as further set forth here; and

WHEREAS, Contractor agrees to provide IT Security Services to the County as further set forth in the Scope of Work, attached hereto as Attachment A; and

WHEREAS, County agrees to pay Contractor based on the schedule of fees set forth in Payment/Compensation, attached hereto as Attachment B; and

WHEREAS, the County Board of Supervisors has authorized the Deputy Purchasing Agent or designee to enter into a Contract for IT Security Services with the Contractor;

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

General Terms and Conditions:

A. Governing Law and Venue: This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of

*County of Orange
John Wayne Airport*

*MA-280-22011219
IT Security Services*

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competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

- B. **Entire Contract:** This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or designee.
- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.
- E. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
- F. **Acceptance Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. **Warranty:** Contractor expressly warrants that the goods covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnitaries as identified in paragraph "Z" below, and as more fully described in paragraph "Z," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified

through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "Z" below, it shall indemnify, defend and hold County and County Indemnites harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.

- I. **Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.

Compliance with Nondiscrimination Requirements: During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this Contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this Contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
2. 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
4. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
7. The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as

implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

9. The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
 11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
 12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).
- K. Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.
- L. Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. Performance Warranty:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.
- O. Insurance Requirements:** Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this Contract. In addition, all subcontractors

performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

1. In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
2. Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
3. The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

Coverage

Minimum Limits

Commercial General Liability

\$1,000,000 per occurrence
\$2,000,000 aggregate

Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers Compensation	Statutory
Employers Liability Insurance	\$1,000,000 per occurrence
Technology Errors & Omissions*	\$1,000,000 per claims-made \$1,000,000 aggregate

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

1. An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the *County of Orange its elected and appointed officials, officers, employees and agents* as Additional Insureds, or provide blanket coverage, which will state *As Required By Written Contract*.
2. A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the *County of Orange, its elected and appointed officials, officers, employees and agents* or provide blanket coverage, which will state *As Required By Written Contract*.

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

If Contractor's Technology Errors & Omissions is a claims-made policy, Contractor shall agree to maintain coverage for two (2) years following the completion of the contract.

The Commercial General Liability policy shall contain a "Severability of Interests" clause also known as a "Separation of Insureds" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

- P. **Changes:** Contractor shall make no changes in the work or perform any Additional Services without the County's specific written approval.
- Q. **Change of Ownership, Litigation Status, Conflicts with County Interests:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

- R. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.
- S. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- T. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "Z" below, Contractor agrees that it shall defend, indemnify and hold County and County INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- U. Intentionally left blank
- V. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.
- X. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.
- Y. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may

be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

- Z. Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
- AA. Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the Contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this Contract shall be forwarded to the County's project manager.

- BB. Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
- CC. Expenditure Limit:** The Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

Additional Terms and Conditions:

- 1. Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure IT Security Services from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as "Attachment A".

2. **Term of Contract:** The initial term of this Contract shall become effective September 1, 2022 and shall continue for three (3) year(s), unless otherwise terminated as provided herein. This Contract may be renewed as set forth in paragraph 3 below.
3. **Renewal:** This Contract may be renewed by mutual written agreement of both Parties for two (2) additional one (1) year terms. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.
4. **Amendments – Changes/Extra Work:** The Contractor shall make no changes to this Contract without the County's written consent. In the event that there are new or unforeseen requirements, the County with the Contractor's concurrence has the discretion to request official changes at any time without changing the intent of this Contract.

If County-initiated changes or changes in laws or government regulations affect price, the Contractor's ability to deliver services, or the project schedule, the Contractor shall give the County written notice no later than seven calendar days from the date the law or regulation went into effect or the date the change was proposed by the County and the Contractor was notified of the change. Such changes shall be agreed to in writing and incorporated into a Contract amendment. Said amendment shall be issued by the County assigned Deputy Purchasing Agent, shall require the mutual consent of all parties, and may be subject to approval by the County Board of Supervisors. Nothing herein shall prohibit the Contractor from proceeding with the work as set forth in this Contract.

5. **Adjustments – Scope of Work:** No adjustments made to the Scope of Work will be authorized without prior written approval of the County assigned Deputy Purchasing Agent.
6. **Airport Security:** Contractor, Contractor's employees and Contractor's subcontractors must complete the following in order to obtain an Airport-Issued Security Identification Badge (ID Badge).

A. Airport-Issued Badge Acquisition, Retention, and Termination: Prior to issuance of airport security ID Badge(s), designated Contractor personnel who shall be working on-site in JWA restricted areas, and engaged in the performance of work under this Contract must pass JWA's security screening requirements, which include fingerprinting to complete an F.B.I. Criminal History Records Check (CHRC) and a Security Threat Assessment (STA). Contractor should anticipate four to six weeks for new employees to receive an airport security ID badge which includes the following general steps:

1. Company designates at least two representatives as Authorized Signatories by submitting a letter on company letterhead using the airport's template.
2. All company employees requiring unescorted access to restricted airport areas are scheduled for fingerprint appointments.
3. Background check fees are provided at the first appointment
4. Employees must provide two government-issued IDs at the first appointment.
5. STA and/or CHRC results are received.
6. All ID Badge applicants successfully passing the STA and/or CHRC are scheduled for required training.
7. ID Badge related fees are provided and any additional information requested is provided at the training appointment.
8. Upon successful completion of the required training, employees will receive their ID Badge.

9. Authorized Signatories are required to maintain the ID Badge process for the onboarding of future employees, employee ID Badge renewals, scheduling, and other actions detailed below.

Contractor's designated personnel must, at a minimum, complete the following required training based on contractors work to be provided and access areas:

1. Authorized Signatory Training: All organizations must designate at least two Authorized Signatories by providing a letter on company letterhead using the ID/Access Control Office template. The designated Authorized Signatories will be responsible for the entire ID Badge process for their organization including, but not limited to, the onboarding of new employees, renewing employees, scheduling employees for appointments, payment coordination, ID Badge audits, resolution to safety/security violations caused by the organizations employees, subtenants, or subcontractors. Authorized Signatories must attend this approximate 1 hour course initially and annually.
2. Security Identification Display Area (SIDA) Training: All employees with an operational need to have unescorted access to the Airport SIDA must complete this approximate 1.5 hour course and pass a written test.
3. Sterile Area (Elevator) Training: All Non-SIDA employees with an operational need to have unescorted access to the Sterile Area of the terminal must complete an approximate 30-minute training session and pass a written test.
4. Non-Movement Area or Movement Area Driver Training: All employees with an operational need to drive on airfield service roads and/or ramps must attend the approximate 1-hour Non-Movement Area Driver course and pass a written test. Employees with an operational need to drive on active taxiways and/or active runways must coordinate this training with the Airport Operations Division.
5. Contractors' designated personnel must successfully complete the badge acquisition within six weeks of Contract execution, unless other arrangements have been coordinated by County Project Manager or designee in writing.
6. Contractor is responsible for terminating and retrieving Airport-Issued ID Badges as soon as an employee no longer needs unescorted access to airport restricted areas. Terminated ID Badges must be returned to the ID/Access Control office within three business days. Failure to do so will result in a \$250.00 fee.
7. Contractor shall be responsible for all cost associated with the Airport-Issued ID Badge process. The ID/Access Control Office maintains the current list of fees. Below is a list of estimated costs for new ID Badge applications and ID Badge renewals:
 - STA Fee: Approximately \$11.00
 - Fingerprint/CHRC Fee: Approximately \$31.00
 - ID Badge Fee: Approximately \$10.00
 - Terminated, Unreturned ID Badge Fee: Approximately \$250.00
8. Contractor shall abide by all the security requirements set forth by the Transportation Security Agency (TSA) and JWA.

B. Airport Driving Endorsement: In addition to obtaining a JWA access control badge, Contractor's service staff with an operational need to drive on airport service roads and ramps must also take an Airport provided training course and pass a test to acquire an airfield driving endorsement.

C. Airport ID Badge Holder Requirements and Responsibilities: TSA approved security program for JWA requires that each person issued a JWA security badge is made aware of his/her responsibilities regarding the privilege of access to restricted areas of JWA.

- i. All persons within the restricted air operation areas of JWA are required to display, on their person, a JWA security badge; unless they are specifically exempted for safety reasons or they are under escort by a properly badged individual. Each JWA employee, JWA Contractor, subcontractor or tenant employee who has been issued a JWA security badge is responsible for challenging any individual who is not properly displaying a JWA issued or approved and valid identification badge. Any person who is not properly displaying or who cannot produce a valid JWA security badge must immediately be referred to the Sheriff's Department - Airport Police Services Office for proper handling.
 - ii. JWA security badge is the property of County and must be returned upon termination of Contractor personnel employment and/or termination, expiration or completion of Contract. The loss of a badge shall be reported within 24 hours to the Sheriff's Department - Airport Police Services by calling (949) 252-5000. Individuals that lose their badge shall be required to pay a fee before receiving a replacement badge. The charge for lost badge replacement shall be at the current posted rate located in the JWA Administration Office. A report shall be made before a replacement badge shall be issued.
 - iii. JWA security badge is nontransferable.
 - iv. In the event that a contractor's badge is not returned to JWA upon termination of Contractor personnel employment and/or termination or expiration of Contract, a fine of \$250.00 per badge shall be charged to Contractor. Contractor's final payment may be held by County or a deduction from contractor's payment(s) may be made to ensure that funding is available to cover the fine in the event that badges are not returned.
 - v. Contractor shall submit the names, addresses, and driver's license numbers for all Contractor personnel who shall be engaged in work under this Contract to County Project Manager within seven days after award of the Contract or within seven days after the start of any new Contractor personnel and/or prior to the start of any work.
 - vi. No worker shall be used in performance of this work that has not passed the background check.
7. **Americans with Disabilities Act (ADA):** Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22: California Government Code, Sections 11135, et seq; and other federal and state laws and executive orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities.
8. **Annual Prepaid Subscriptions Refunds:** The County of Orange shall be refunded any monies prepaid to the Contractor for publications that are canceled or not provided.
9. **Bills and Liens:** Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of paragraph "Z" above, indemnify, defend, and hold County

harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.

10. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

- 1) Terminate the Contract immediately, pursuant to Section K herein;
- 2) Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
- 3) Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
- 4) Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.

11. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

12. **Conditions Affecting Work:** The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.

13. **Conflict of Interest – Contractor’s Personnel:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor’s employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of the County.

14. **Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
15. **Contractor's Project Manager and Key Personnel:** Contractor shall appoint a Project Manager to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County's Project Manager, which consent shall not be unreasonably withheld.

The Contractor's Project Manager shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. The County's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager from providing services to the County under this Contract. The County's Project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within five (5) business days after written notice by the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.

16. **Contractor Personnel – Reference Checks:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract. Contractor's employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.
17. **Contractor Personnel – Uniform/Badges/Identification:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility under this Contract.

All Contractor's employees shall be required to wear uniforms, badges, or other means of identification which are to be furnished by the Contractor and must be work at all times while working on County property. The assigned Deputy Purchasing Agent must be notified in writing, within seven (7) days of notification of award of Contract of the uniform and/or badges and/or other identification to be worn by employees prior to beginning work and notified in writing seven (7) days prior to any changes in this procedure.

18. **Contractor's Records:** The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned Deputy Purchasing Agent.
19. **Cooperative Contract:** The provisions and pricing of this Contract will be extended to other California local or state governmental entities. Governmental entities wishing to use this Contract will be responsible for issuing their own purchase documents/price agreements, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any Contract entered into with another agency or entity that is entered into as an extension of this Contract a Contract clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this contract. Failure to do so will be considered a material breach of this Contract and

grounds for immediate Contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The Contractor is responsible for providing each cooperative entity a copy of the Contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this Contract.

The Contractor shall be required to maintain a list of the cooperative entities using this Contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to the County, at the County's request.

20. County Branding Requirement – Publicity, Literature, Advertisements and Social Media:

1. County owns all rights to the name, logos, and symbols of County. The use/and/or reproduction of County's name, logos, or symbols for any purpose, including commercial advertisement, promotional purposes, announcements, displays, or press releases, without County's prior written consent is expressly prohibited.
2. Contractor may develop and publish information related to this Contract where all of the following conditions are satisfied:
 - a. Administrator/assigned Deputy Purchasing Agent provides its written approval of the content and publication of the information at least 30 days prior to Contractor publishing the information, unless a different timeframe for approval is agreed upon to the Administrator/assigned Deputy Purchasing Agent;
 - b. Unless directed otherwise by Administrator/assigned Deputy Purchasing Agent, the information includes a statement that the program, wholly or in part, is funded through County, State and Federal government funds [funds identified as applicable];
 - c. The information does not give the appearance that the County, its officers, or employees or agencies endorse:
 - a. any commercial product or service; and,
 - b. any product or service provided by Contractor, unless approved in writing by Administrator/assigned Deputy Purchasing Agent; and,
 - d. If Contractor uses social media (such as Facebook, Twitter, YouTube or other publicly available social media sites) to publish information related to this Contract, Contractor shall develop social media policies and procedures and have them available to the Administrator/assigned Deputy Purchasing Agent. Contractor shall comply with County Social Media Use Policy and Procedures as they pertain to any social media developed in support of the services described within this Contract. The policy is available on the Internet at <http://www.ocgov.com/gov/ceo/cio/govpolicies>.
21. **County of Orange Local Small Business Preference Requirements:** Contractor certifies it is in compliance with County of Orange Local Small Business Preference requirements at the time this Contract is executed.
22. **County of Orange Disabled Veteran Business Enterprise Preference Requirements:** Contractor certifies it is in compliance with County of Orange Disabled Veterans Business Enterprise Preference requirements at the time this Contract is executed.

23. **Data – Title To:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.
24. **Default – Reprourement Costs:** In case of Contract breach by Contractor, resulting in termination by the County, the County may procure the goods and/or services from other sources. If the cost for those goods and/or services is higher than under the terms of the existing Contract, Contractor will be responsible for paying the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due the Contractor. The price paid by the County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.
25. **Disputes – Contract:** The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the County's Project Manager, such matter shall be brought to the attention of the County Deputy Purchasing Agent by way of the following process:
1. The Contractor shall submit to the agency/department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
 2. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.

Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Deputy Purchasing Agent or his designee. If the County fails to render a decision within 90 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. Nothing in this section shall be construed as affecting the County's right to terminate the Contract for cause or termination for convenience as stated in section K herein.

26. **Drug-Free Workplace:** The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:
1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
 2. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:

- a. The dangers of drug abuse in the workplace;
 - b. The organization's policy of maintaining a drug-free workplace;
 - c. Any available counseling, rehabilitation and employee assistance programs; and
 - d. Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
- a. Will receive a copy of the company's drug-free policy statement; and
 - b. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for award of any future County contracts if the County determines that any of the following has occurred:

- 1. The Contractor has made false certification, or
 - 2. The Contractor violates the certification by failing to carry out the requirements as noted above.
27. **EDD Independent Contractor Reporting Requirements:** Effective January 1, 2001, the County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for services received from a "service provider" to whom the County pays \$600 or more or with whom the County enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to independent Contractors. An independent Contractor is defined as "an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for services performed for that ... government entity either in or outside of California."

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at http://www.edd.ca.gov/Employer_Services.htm.

28. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as project manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor

for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.

29. **Equal Employment Opportunity:** The Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title I of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

30. **Gratuities:** The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any goods or services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.
31. **Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
32. **News/Information Release:** The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County's Project Manager.
33. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the parties' project managers' routine

exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor: Mosaic451, LLC
 Attn: Raymond K. Ramella
 3838 North Central Avenue, Suite 2050
 Phoenix, Arizona 85012
 Phone: (888) 364-0803
 Email: ray.ramella@mosaic451.com

County's Project Manager: JWA/IT
 Attn: Jessica Miller
 3160 Airway Avenue
 Costa Mesa, California 92626
 Phone: (949) 252-5294
 Email: jmiller@ocair.com

cc: JWA/Procurement
 Attn: Thang Bernard, County DPA
 3160 Airway Avenue
 Costa Mesa, CA 92626
 Phone: (949) 252-6074
 Email: tbernard@ocair.com

34. **Order Dates:** Orders may be placed during the term of the Contract even if delivery may not be made until after the term of the Contract. The Contractor must clearly identify the order date on all invoices to County and the order date must precede the expiration date of the Contract.
35. **Ownership of Documents:** The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remain the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the County.
36. **Payment Card Industry Data Security Data Standard:** Contractor covenants and warrants that it is currently PCI DSS compliant and will remain compliant during the entire duration of this Contract. Contractor agrees to immediately notify County in the event Contractor should ever become non-compliant, and will take all necessary steps to return to compliance and shall be compliant within ten (10) days of the commencement of any such interruption.

Upon demand by County, Contractor shall provide to County written certification of Contractor's PCI/DSS and/or PA DSS compliance.

37. **Precedence:** The Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the

provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.

38. **Project Manager, County:** The County shall appoint a project manager to act as liaison between the County and the Contractor during the term of this Contract. The County's project manager shall coordinate the activities of the County staff assigned to work with the Contractor.

The County's project manager shall have the right to require the removal and replacement of the Contractor's project manager and key personnel. The County's project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within three (3) business days after written notice from the County's project manager. The County's project manager shall review and approve the appointment of the replacement for the Contractor's project manager and key personnel. Said approval shall not be unreasonably withheld. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.

39. **Provision of Services:** County may call upon Contractor to immediately provide Services during or in anticipation or remediation of emergencies of any kind whatsoever as determined solely by County. To the maximum extent practicable and lawful under such circumstances, Contractor shall prioritize the deployment of labor, equipment, and/or supplies pursuant to this Contract above all other interests and obligations. Upon contact for assistance with and emergency, Contractor shall indicate within 10 minutes whether the requested labor, equipment, and supplies are available. County shall then direct Contractor to mobilize resources based on information provided by County's Representative. County's Representative shall function as incident command unless otherwise notified, and shall direct all on-scene operations by Contractor. Notwithstanding any other provision of this Contract, County's direction of Contractor's Provision of Services need not be in writing, but may be in-person or via telephone, radio, text message, email or other means.
40. **Publication:** No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, partnership, company, corporation, or agency, without prior written approval by the County, except as necessary for the performance of the services of this Contract. All press releases, including graphic display information to be published in newspapers, magazines, etc., are to be administered only by County unless otherwise agreed to by both Parties.
41. **Reprocurement Costs:** In case of Contract breach by Contractor, resulting in termination by the County, the County may procure the goods and/or services from other sources. If the cost for those goods and/or services is higher than under the terms of the existing Contract, Contractor will be responsible for paying the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due the Contractor. The price paid by the County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.
42. **State Funds – Audits:** When and if state funds are used in whole or part to pay for the goods and/or services under this Contract, the Contractor agrees to allow the Contractor's financial records to be audited by auditors from the State of California, the County of Orange, or a private auditing firm hired by the State or the County. The State or County shall provide reasonable notice of such audit.
43. **Stop Work:** The County may, at any time, by written stop work 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 stop work order is delivered to the Contractor and for any further period to which the parties may

agree. The stop work order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the stop work 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 stop work order during the period of work stoppage. Within a period of 90 days after a stop work order is delivered to the Contractor or within any extension of that period to which the parties shall have agreed, the County shall either:

Cancel the stop work order; or Terminate work covered by the stop work order as provided for in the "Default" or "Termination" clause of this Contract.

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

The stop work order results in an increase in the time required or in the Contractor's cost properly allocable to the performance of any part of this Contract; and

The Contractor asserts its right to an equitable adjustment within 30 days after the end of the period of work stoppage, provided that if the County decides the facts justify the action, the County may receive and act upon a proposal submitted at any time before final payment under this Contract.

If a stop work order is not canceled and the work covered by the stop work order is terminated in accordance with the provision entitled, "Termination" the County shall allow reasonable costs resulting from the stop work order in arriving at the termination settlement.

If a stop work order is not canceled and the work covered by the stop work order is terminated for default, the County shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop work order.

An appropriate equitable adjustment may be made in any related Contract of the Contractor that provides for adjustment and is affected by any stop work order under this clause. The County shall not be liable to the Contractor for loss of profits because of a stop work order issued under this clause.

If any provisions of this agreement are invalid under any applicable statute or rule of law, they are, to that extent, omitted, but the remainder of this agreement shall continue to be binding upon the parties hereto.

- 44. Subcontracting:** No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to subcontract any performance of this Contract without the express written consent of the County shall be invalid and shall constitute a breach of this Contract.

In the event that the Contractor is authorized by the County to subcontract, this Contract shall take precedence over the terms of the Contract between Contractor and subcontractor, and shall incorporate by reference the terms of this Contract. The County shall look to the Contractor for performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor must meet the approval of the County of Orange.

- 45. Termination – Orderly:** After receipt of a termination notice from the County of Orange, the Contractor may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or

more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.

46. **Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at rates/prices listed in the Contract, regardless of quantity requested.
47. **Waivers – Contract:** The failure of the County in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option contained herein shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.
48. **Compliance with County Information Technology Policies and Procedures:**

Policies and Procedures

Contractor, its subcontractors, the Contractor personnel, and all other agents and representatives of Contractor, will at all times comply with and abide by all Information Technology (IT) policies and procedures of the County that are provided or made available to Contractor that reasonably pertain to Contractor (and of which Contractor has been provided with advance notice) in connection with Contractor's performance under this Contract including, but not limited to <http://www.ocgov.com/gov/ceo/cio/govpolicies>. Contractor shall cooperate with the County in ensuring Contractor's compliance with the IT policies and procedures described in this Contract and as adopted by the County from time-to-time, and any material violations or disregard of such IT policies or procedures shall, in addition to all other available rights and remedies of the County, be cause for termination of this Contract. In addition to the foregoing, Contractor shall comply with the following:

Security and Policies

All performance under this Contract, shall be in accordance with the County's security requirements, policies, and procedures as set forth above and as modified, supplemented, or replaced by the County from time to time, in its sole discretion, by providing Contractor with a written copy of such revised requirements, policies, or procedures reasonably in advance of the date that they are to be implemented and effective (collectively, the "Security Policies"). Contractor shall at all times use industry best practices and methods with regard to the prevention, detection, and elimination, by all appropriate means, of fraud, abuse, and other inappropriate or unauthorized access to County systems accessed in the performance of services in this Contract.

Information Access

The County may require all Contractor personnel performing services under this Contract to execute a confidentiality and non-disclosure Contract concerning access protection and data security in the form provided by County. The County shall authorize, and Contractor shall issue, any necessary information-access mechanisms, including access IDs and passwords, and in no event shall Contractor permit any such mechanisms to be shared or used by other than the individual Contractor personnel to whom issued. Contractor shall provide each Contractor Person with only such level of access as is required for such individual to perform his or her assigned tasks and functions. All County systems, and all data and software contained therein, including County data, County hardware and County software, used or accessed by Contractor: (a) shall be used and accessed by such Contractor solely and

exclusively in the performance of their assigned duties in connection with, and in furtherance of, the performance of Contractor's obligations hereunder; and (b) shall not be used or accessed except as expressly permitted hereunder, or commercially exploited in any manner whatsoever, by Contractor, at any time.

Enhanced Security Procedures

The County may, in its discretion, designate certain areas, facilities, or systems as requiring a higher level of security and access control. The County shall notify Contractor in writing reasonably in advance of any such designation becoming effective. Any such notice shall set forth in reasonable detail the enhanced security or access-control procedures, measures, or requirements that Contractor shall be required to implement and enforce, as well as the date on which such procedures and measures shall take effect. Contractor shall fully comply with and abide by all such enhanced security and access measures and procedures as of such date.

Breach of Security

Any breach or violation by Contractor of any of the foregoing shall be deemed a material breach of a material obligation of Contractor under this Contract and may be deemed an incurable and material breach of a material obligation of Contractor under this Contract resulting in termination.

Conduct on County Premises

Contractor shall, at all times, comply with and abide by all reasonable policies and procedures of the County (or that may be established thereby, from time to time) that pertain to conduct on the County's premises, possession or distribution of contraband, or the access to, and security of, the Party's real property or facilities, to the extent that the Contractor has been provided with a copy of each such policy or procedure. Contractor shall exercise due care and diligence to prevent any injury to persons or damage to property while on the other Party's premises. The operation of vehicles by either Party's personnel on the other Party's property shall conform to posted and other applicable regulations and safe-driving practices. Vehicular accidents occurring on a Party's property and involving either Party's personnel shall be reported promptly to the appropriate Party's personnel. Each Party covenants that at all times during the Term, it, and its employees, agents, and Subcontractors shall comply with, and take no action that results in the other Party being in violation of, any applicable federal, state, and local laws, ordinances, regulations, and rules. Each Party's personnel shall clearly identify themselves as the appropriate Party's personnel and not as employees of the other Party. When on the other Party's premises, each Party's personnel shall wear and clearly display identification badges or tags, as approved by the other Party.

Security Audits

Each Contract Year, County may perform or have performed security reviews and testing based on an IT infrastructure review plan. Such testing shall ensure all pertinent County security standards as well as any customer agency requirements, such as federal tax requirements or HIPPA.

49. **Computer Hardware and Software Standards:** With the exception of "Wincollect" to "Argus" device software log agents, no other substitutions of hardware or software will be permitted. The substitution(s) as specified above will be implemented by end of the calendar year and limited to one single occurrence within the term of the contract. The specifications provided herein are approved County of Orange standards.
50. **Default – Equipment, Software or Service:** In the event any equipment, software or service furnished by the Contractor in the performance of this Contract should fail to conform to the specifications therein, the County may reject same, and it shall become the duty of the Contractor to reclaim and remove the items without expense to the County and to immediately replace all such rejected equipment, software or service with others conforming to such specifications, provided that should the

Contractor fail, neglect or refuse to do so, the County shall have the right to purchase on the open market a corresponding quantity of any such equipment, software or service and to deduct from any monies due or that may thereafter become due to the Contractor the difference between the price specified in this Contract and the actual cost to the County.

In the event the Contractor shall fail to make prompt delivery as specified of any equipment, software or service, the same conditions as to the rights of the County to purchase on the open market and to reimbursement set forth above shall apply, except as otherwise provided in this Contract.

In the event of the cancellation of this Contract, either in whole or in part, by reason of the default or breach by the Contractor, any loss or damage sustained by the County in procuring any equipment, software or service which the Contractor agreed to supply under this Contract shall be borne and paid for by the Contractor.

The rights and remedies of the County provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

51. **Software – Acceptance:** The County shall be deemed to have accepted each software product unless the County, within 30 days from the installation date, gives Contractor written notice to the effect that the software product fails to conform to the functional and performance specifications, which, if not attached, are incorporated by reference. The Contractor will, upon receipt of such notice, investigate the reported deficiencies. The right of the parties shall be governed by the following:
1. If it is found that the software product fails to conform to the specifications and the Contractor is unable to remedy the deficiency within 60 days, the County shall return all material furnished hereunder and this Contract shall be terminated.
 2. If it is found that the software product fails to conform to the specifications and the Contractor, within 60 days of receipt of the above said notice, corrects the deficiencies in the software product, the County will provide the Contractor with written acknowledgement of its acceptance of said software product.
 3. If it is found that the software product does, in fact, conform to the specifications, the County shall reimburse the Contractor for the time and material cost of the investigation at the rates specified in this Contract.

The County's acceptance of the software product is contingent upon the software product conforming to function and performance specifications and the Contractor delivering adequate users manuals within 30 days from the installation date.

52. **Software – Acceptance Testing:** Acceptance testing may be required as specified for all Contractor-supplied software as specified and listed in the Contract or order, including all software initially installed. Included in this clause are improved versions, including new releases, of this software, any such software which has been modified by the Contractor to satisfy the County requirements, and any substitute software provided by the Contractor in lieu thereof, unless the Contract or order provides otherwise. The purpose of the acceptance test is to ensure that the software operates in substantial accord with the Contractor's technical specifications and meets the County's performance specifications.
53. **Software – Future Releases:** If improvement, upgraded, or enhancement versions of any software product under this Contract are developed by the Contractor and are made available to other licensees, they will be made available to the County at the County's option, provided such versions are operable

on the same computer hardware configuration. The charge for such upgrading to the later version of the software will be the difference between the price established by the Contractor for the later version and the price specified herein or the then prevailing prices of the currently installed version.

- 54. Software – Installation:** The installation date for the software products shall be established in accordance with the provisions below:

If the County elects to install the software products, the County will have from the date of receipt of the software products until January 1, 2023 to install and evaluate the software. The date of expiration of this period shall hereafter be known as the “installation date.” The Contractor shall be responsible for providing criteria and test data necessary to check out the software products.

If installation by the Contractor is required by the County, the Contractor will have up to 30 days from the effective date of this Contract to provide initial installation and evaluation of the software products on the County’s designated CPU. The Contractor will issue written notice of the fact that the software products are operational, and the date of said notice shall be known as the “installation date.” It will be at the Contractor’s discretion to determine the criteria and tests necessary to allow the Contractor to issue a notice to the effect that the system is operational.

The County agrees to provide such access to its computer system as may be required by the Contractor to properly install and test the software products. The County further agrees to provide, at no cost to the Contractor, systems and production support as may be required by the Contractor during installation.

If installation by the Contractor is required by the County, the Contractor will provide such installation on the County’s equipment at the rates specified in this Contract.

- 55. Software – Maintenance:** The correction of any residual errors in any software products which may be discovered by the Contractor or by the County will be considered maintenance. Such maintenance will be performed by the Contractor without additional charge for the duration of this Contract. Suspected errors discovered by the County in the software products will be handled by the following procedure:

- A. A listing of the output and a copy of the evidential input data in machine-readable format will be submitted to the Contractor along with a completed copy of the appropriate Contractor information form and, if appropriate, a listing of the contents of the memory of the CPU at the time the error was noted.
- B. Errors in the software product as verified by the Contractor will be corrected by providing a new copy of said software product or a new copy of the affected portions in machine-readable format.
- C. The Contractor will be available to assist the County in isolating and correcting error conditions caused by the County’s particular hardware or operating system at rates specified in this Contract. If the Contractor is called upon by the state to correct an error caused by the County’s negligence, modification by the County, County-supplied data, or machine or operator failure or due to any other cause not inherent in the original software products, the Contractor reserves the right to charge the County for such service on a time and material basis at rates in accordance with the Contract.

- 56. Software – Protection:** The County agrees that all material appropriately marked or identified as proprietary, whether oral or written, and furnished hereunder are provided for County’s exclusive use for the purposes of this agreement only and will be held in confidence. All proprietary data shall remain the property of the Contractor. County agrees to take all reasonable steps to ensure that such data are

not disclosed to others without prior written consent of the Contractor. The County will ensure, prior to disposing of any media, that any licensed materials contained thereon have been erased or otherwise destroyed.

The County agrees that it will take appropriate action by instruction, agreement or otherwise with its employees or other persons permitted access to licensed programs and/or optional materials to satisfy its obligations under this agreement with respect to use, copying, modification and protection and security of licensed programs and optional materials.

- 57. Software – Right to Copy or Modify:** Any software product provided by the contractor in machine-readable format may be copied, in whole or in part, in printed or machine-readable format for use by the County with the designated CPU to perform one-time benchmark tests, for archival or emergency restart purposes, to replace a worn copy, to understand the contents of such machine-readable material, or to modify the software product as provided below, provided, however that no more than the County- and contractor-agreed to number of copies will be in existence under this contract at any one time without the prior written consent from the contractor. Such consent shall not be unreasonably withheld by the contractor. The original and any copies of the software product, in whole or in part, which are made hereunder shall be the property of the contractor.

The County agrees to keep any such copies and the original at a contractor and County mutually designated County location, except that the County may transport or transmit a copy of the original of any software product to another County location for backup use when required by CPU malfunction, provided the copy or the original is destroyed or returned to the designated location when the malfunction is corrected.

The County may modify any non-personal computer software product in machine-readable format for its own use and merge it into other program material. Any portion of the software product included in any merged program material shall be used only on the designated CPUs and shall be subject to the terms and conditions of this contract.

- 58. Software – Subject to Fiscal Appropriations:** This Contract is subject to and contingent upon applicable budgetary appropriations being approved by the County of Orange Board of Supervisors for each fiscal year during the term of this Contract. If such appropriations are not approved, the Contract will be terminated without penalty to the County.

County agrees that if the provisions of the paragraph above are invoked, all equipment and software furnished by the Contractor under the terms of this Contract which are not the property of the County shall be returned to the Contractor in substantially the same condition in which it was delivered to the County, subject to normal wear and tear. County further agrees to pay for packing, crating, transportation to the Contractor's nearest facility, and reimbursement to the Contractor for expenses incurred for their assistance in such packing and crating.

- 59. Software Documentation:** The Contractor agrees to provide to the County the County-designated number of all manuals and other associated printed materials and updated versions thereof, which are necessary or useful to the County in its use of the equipment or software provided hereunder. The County will designate the number of copies for production use and the number of copies for disaster recovery purposes and will provide this information to the Contractor.

If additional copies of such documentation are required, the Contractor will provide such manuals at the request of the County. The requesting agency/department shall be billed for the manuals and any associated costs thereto by invoice. The Contractor agrees to provide such additional manuals at prices not in excess of charges made by the Contractor to its best customers for similar publications.

The Contractor further agrees that the County may reproduce such manuals for its own use in maintaining the equipment or software provided hereunder. The County agrees to include the Contractor's copyright notice on any such documentation reproduced in accordance with copyright instructions to be provided by the Contractor.

60. **Software License:** The Contractor hereby grants to the County of Orange and the County accepts from the Contractor, subject to the terms and conditions of this agreement, a non-exclusive, non-transferable license to use the software products list in this agreement, hereinafter referred to as "software products." The license granted above authorizes the County to use the software products in machine-readable form on a single computer system, designed in writing by the County to the Contractor, provided that if the designated CPU is inoperative due to malfunction, license herein granted shall be temporarily extended to authorize the County to use the software products in machine-readable form on any other County CPU until the designated CPU is returned to operation. By prior written notice to the Contractor the County may redesignate the CPU in which the software products are to be used and must do so if the redesignation is permanent.

When encryption/CPU ID authorization codes are required to operate the software products, the Contractor will provide all codes to the County with shipment of the software. In the case of an inoperative CPU, as defined above, Contractor will provide a temporary encryption/CPU ID authorization code to the County for use on a temporarily authorized CPU until the designated CPU is returned to operation. When changes in designated CPUs occur, the Contractor will issue to the County within 24 hours of notification a temporary encryption/ID authorization code for use on the newly designated CPU until such time a permanent code is assigned.

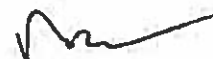
61. **Software License – Fees and Charges:** Upon completion of installation and acceptance of software products by the County, the County will pay the license fee or recurring charge for the software products as set forth in this Contract. Charges will commence on the installation date as specified in this Contract. The Contractor shall render invoices for recurring charges or a single charge for the month for which the charges were incurred. Fees for a partial month's use will be prorated based on a thirty-day month. Invoices are to be submitted in arrears to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.


(signature page follows)

Signature Page

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date first above written.

MOSAIC451, LLC*

	Raymond K. Ramella	Chief Operating Officer/ General Counsel	07/12/22
Signature	Name	Title	Date

	Michael Baker	Managing Director	07/12/22
Signature	Name	Title	Date

COUNTY OF ORANGE, A political subdivision of the State of California
COUNTY AUTHORIZED SIGNATURE:

		Deputy Purchasing Agent	
Signature	Name	Title	Date

APPROVED AS TO FORM:

County Counsel

By: 
 Deputy

Name: CHRISTINE HUGHES

Date: 7/12/22

* If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signee to bind the corporation.

ATTACHMENT A SCOPE OF WORK

The Contractor shall provide software and perform IT Security services as required by JWA. Contractor services shall be performed on County devices located at or around John Wayne Airport.

I. Introduction

JWA is a medium origination/destination airport serving over 9 Million Annual Passengers (MAP). JWA is responsible for a variety of systems that support the Airport administration, various tenants, and the Airport's Internet presence. The network supports a variety of mission-critical systems that facilitate passenger processing and support. However, it is important to note that none of the systems or networks covered by this Scope of Work is involved with aircraft movement, air traffic control, or physical security. The purpose of this contract is to identify and partner with a Tier-1 security outsourcing vendor to monitor JWA systems, identify security issues, work with JWA to resolve identified issues, and provide proactive resources for review of existing systems, staff training, and preventive activities related to security.

As of January 2022, the majority of network devices, i.e. (switches, routers, and firewalls) will be under OCIT managed services, therefore not under this scope.

II. Contractor Requirements

Contractor:

- A. Shall perform IT security services using the Argus Security Platform located at the Contractor's Security Operation Center (SOC). Contractor has developed its proprietary Argus Security Platform, which is an AI-assisted cyber-operations support toolset in AWS (i.e., Amazon Web Services) that provides enhanced security operations alerting and case management. Reference Attachment E – Product Specifications.
 - B. Shall provide JWA access to the Argus Security Platform by web browser.
 - C. Shall provide log collection software Fluentd for unlimited number of devices. "Fluentd" is certified and implemented by JWA and its 3rd party vendors per Software – Installation. Reference Attachment E – Product Specifications.
 - D. Shall allow continued use of the log collection software "wincollect" while the new log collector agent software is deployed.
 - E. Shall provide support for software install, test, and post go-live support for the duration of this contract.
 - F. Minimum 5 years in IT Security Services
 - G. Minimum 3 references, with contact information of equal or greater volume/size
- Facilities and procedures
1. Must meet all current PCI requirements
 2. Must meet all new PCI requirements within 6 months of the release of those requirements.
 3. Must have redundant SOC (Security Operation Center) facilities
 4. Must have 24-hour, 365-day automated monitoring
 5. Must have Automatic failover
 - i. Applications used
 6. Must meet all current PCI requirements
 7. Must meet all new PCI requirements within 6 months of the release of those requirements.
 8. Must be able to collect logs and events from Cisco devices for non-OCIT networks (BAS, BHS, & Security)
 9. Must collect logs from anti-virus (CrowdStrike) and anti-SPAM (cloud-based email filtering solution).
 10. Must be able to collect logs from SYSLOG and Windows Event log collection –

11. Correlate logs for alarming using IT security industry standards, ticket creation, prioritization, and escalation.
12. COTS (Commercial Off-The-Shelf Software) must be utilized for log collection and event correlation.
- i. Staffing
13. Must be physically in SOC 24-hour, 365-day performing monitoring and responding to incidents
14. Must have appropriate certifications from (ISC)2, SANS, or other professional organizations for monitoring staff
15. Must have minimum 2 years direct industry experience for monitoring staff
16. Must have local resources (within 50 miles), including technical staff qualified and certified to perform all aspects of incident response, mitigation, and recovery.
17. Must have appropriate certifications from (ISC)2, SANS, or other professional organizations for Incident response staff
18. Must have a minimum of 2 years of direct industry experience for Incident response staff
19. Must be qualified and certified to perform all training for on-site security training (at least quarterly) will be required

III. Scope of Work

A. Network Summary

JWA network supports three (3) main functional areas:

Current Service Level (#1)

1. Passenger Processing – Common Use Passenger Processing (CUPPS) and Multiuser Flight Information Displays (MUFIDS) devices and servers.
2. Parking Administration Revenue Control System (PARCS) devices and servers.
3. Airport Operations – email, file sharing, printing, database, Web servers, VoIP, Public WiFi, JWA WiFi, etc.

B. Service Summary

The Contractor will provide a variety of services that will include:

1. Log collection – Windows Servers (2012, 2016, 2019)
2. Log collection – Windows clients (Windows 7, Windows 10)
3. Log collection – Network devices, Cisco switches for BAS and VMS
4. Log collection – Any JWA device that supports SYSLOG
5. Log collection – endpoint client software (e.g., Crowdstrike)
6. Log correlation
7. Intrusion Detection/Prevention identification, notification, response, mitigation, and remediation
8. Security Event Incident Management (SEIM) - event identification, notification, response, mitigation, and remediation
9. Quarterly reviews of the JWA environment
10. Quarterly training to JWA staff on various topics
11. Quarterly reports and recommendations to improve network security

IV. Network Overview

The network is roughly divided both physically and logically into four regions, each supporting one of the main functional areas. The regions are CUPPS, PARCS, Administration, and Building

Automation. This separation is to support and simplify compliance with requirements such as Payment Card Industry Data Security Standard (PCI-DSS) compliance.

JWA network is configured in a highly redundant and fault-tolerant manner, with most systems having backup servers and multiple network connections with automatic failover. Servers and systems are distributed redundantly between three data-center facilities distributed on-campus. Loss of any single facility will not impair the operation of JWA or the airport systems. The intent is that the CUPPS and PARCS systems are mission-critical and must be kept operational in any reasonably foreseeable circumstances.

JWA network is logically segmented into multiple discrete subnets. The premise is that logically related devices are grouped into separate VLANs within a subnet. In order to reach any other logical grouping, the traffic must traverse the firewall. The intent is twofold. First, granularity forces traffic to traverse the firewall. This provides tight control over the traffic between systems. Second, the decision has been made that all routing is to be done by the firewalls. This goes back to the previous comment about forcing traffic through the firewall. It also means that routing is done by a small number of specific devices, reducing troubleshooting time.

The VLANs for CUPPS, PARCS, and Building Automation are restricted to the necessary physical switches for security purposes. At the same time, most of the administrative VLANs are restricted to only the administrative switches. Only selected VLANs are allowed to traverse all switches.

A. CUPPS/Airline Network

The CUPPS/Airline region of the network contains all of the resources, VLANs, and subnets associated with CUPPS devices and servers. VLAN separation removes the rest of the JWA network from certain requirements to meet PCI compliance standards. OCIT manages the firewalls, and any coordination for firewall rules will be coordinated between JWA and OCIT.

CUPPS system is comprised of thin-client workstations that are distributed throughout the Airport at all ticket counters and all gates. The thin clients are configured to access virtual machines running in a VM-Ware environment on centralized servers. The centralized servers have network connections to each airline. All of the connections are direct Ethernet connections to the airline's local-area network. All airline connections are firewalled with specific rules permitting only required traffic.

CUPPS system includes approximately 144 kiosks distributed throughout the ticket lobbies for passenger self-service. The kiosks are windows-based PC's and go directly through the firewall and network connections to the airline's proprietary servers at their remote locations, again with only necessary traffic permitted.

An ancillary component of the CUPPS system is the Flight Information Display System (FIDS). There are informational monitors spread through the Airport that display data about the arriving and departing flights. Information such as arrival/departure times, flight status, gate assignments, and baggage pickup areas are provided for passenger convenience.

To use the CUPPS system, airline agents log onto a thin client using an airline-specific user ID. The system will then load the appropriate airline-specific applications and provide a network connection to the airline's proprietary back-end systems. The agent will use an assigned airline-managed user ID to log on to the systems.

CUPPS network is a Cisco SDA network managed by OCIT. The CUPPS application has two redundant head-end systems comprised of SAN storage (HP Nimble Storage), VMWare hosts,

and various management servers. The head-end systems are located in two (2) physically separated computer rooms, one in Terminal A and one in Terminal C, with automatic failover between the two facilities, managed by the Witness Server. Complete loss of either head-end facility will not impair the operation of the mission-critical CUPPS system. In addition to head-end redundancy, each switch in the CUPPS network has at least two physical connection paths to the core switches. No individual switch failure will cause a catastrophic system failure.

B. PARCS Network

PARCS network utilizes the same firewalls as the CUPPS network.

PARCS network supports the SKIDATA Parking Control System, the Parking Space Counting System (PSCS), License Plate Recognition (LPR), and credit card processing. All of these functions are integrated together and comprise the complete PARCS system. As with CUPPS, the PARCS system is controlled by two redundant head-end sets of servers with automatic failover and a high level of fault tolerance.

The physical PARCS system is supported by redundant VMWare host servers, SAN's, and ancillary devices split between Terminal A and Terminal C. The System supports four (4) parking structures (A1, A2, B2, and C) and two surface lots (Main Street and the "T Lot" employee parking). Every entrance and every exit lane have ticket dispensing/reading equipment.

C. Administration Network

JWA section of the network is composed of everything that is not CUPPS or PARCS.

D. External Connections JWA has multiple external connections, including the Internet, VPNs, and Airline network connections.

1. Internet
2. The Internet connection is through Lumen and managed by OCIT.
3. Airlines
4. JWA has partner connections to all of the airlines operating at the Airport for connection to the CUPPS system. All connections are through direct Ethernet uplinks with the Airline systems to the JWA network managed by OCIT.
5. Credit Cards
6. JWA uses credit card processing in the PARCS via a site-to-site VPN on the managed OCIT network to send data to the card authorization and settlement systems.
7. Remote Support
8. JWA has partner connections to vendors for remote maintenance of various systems. All VPN connections go through the Cisco ASA or similar appliances.

E. Firewalls

OCIT manages the firewalls. Any changes to firewalls will be requested from JWA to OCIT.

F. Wireless Networks

The wireless infrastructure at JWA is owned and operated by Boingo under contract with JWA.

G. VoIP – Voice over IP

Voice over IP (VoIP) has been implemented at JWA. The total number of handsets is approximately 400. The Airport uses a product from AT&T called VDNA. This is a completely outsourced product where service is delivered via direct redundant Ethernet connections to the AT&T VOIP network. One connection enters the Airport at 3160 Airway Avenue, and a second connection enters 18601 Airport Way with automatic failover. There are four (4) VLAN's associated with VoIP. None of the traffic is routed through the JWA firewalls, although OCIT monitors the VLANs for malicious traffic and Syslog forwarding is available.

H. Anti-virus

JWA uses the CrowdStrike Endpoint Protection product.

I. E-mail & SPAM

JWA uses Microsoft Exchange Server for email services. Proofpoint augments email security, a cloud-based anti-spam service, providing SPAM filtering & other email security services (JWA reserves the right to change based on annual software reviews).

J. Patching

The primary patching tool is the Microsoft WSUS (Windows Server Update Services) for clients and servers. The decision has been made to automatically accept all critical and security patches to workstations by default and servers as approved and added. The default strategy is twofold. One, the risk of having a patch crash a workstation is more acceptable than the risk of leaving an exposed workstation with a critical vulnerability. Two, in situations where the patches must be approved and pushed, they nearly always do not get installed in a timely manner.

V. Deliverable Services

A. The Contractor will be required to provide a variety of services to JWA. These include:

1. Intrusion Detection
2. Log collection
3. Log analysis
4. Security event identification, notification, management, mitigation, and recovery
5. Portal services – JWA access to security events
6. Vendor provided analytical reporting (overall quality assurance)
7. Proactive threat notification
8. Quarterly services –education, training, security review, recommendations
9. Payment Card Industry (PCI) compliance and certification support

The following chart summarizes the service's roles and responsibilities to be performed by the Contractor and JWA.

B. Security Intrusion Prevention and Detection Services Roles and Responsibilities

Security Intrusion Prevention and Detection Services Roles and Responsibilities			Contractor	JWA
1.	Recommend industry best practice Intrusion Prevention and Detection Services policies		X	
2.	Develop, document, and maintain in the Policies, Standards and Procedures Manual the Intrusion Prevention and Detection Services procedures that meet requirements and adhere to Airport-defined policies		X	

3. Review and provide input and/or additional procedures as required and approve Intrusion Prevention and Detection Services procedures		X
4. Provide Security Intrusion Prevention and Detection Services and reporting in accordance with established policies and procedures	X	
5. Recommend risk ratings and remediation actions for security events in accordance with Airport policies and procedures	X	
6. Review and approve the risk ratings and remediation actions		X
7. Provide daily and monthly reports indicating the number of detected intrusions. Reports should include the top 10 exploits (and their sources) and top 10 devices registering detected intrusion	X	
8. Coordinate with independent Third-Party security provider(s) to capture and provide reports and analysis (e.g., trending) of security events within the local network, as required	X	
9. Provide the capability for the Airport to run ad-hoc intrusion detection reports via Contractor-provided portal/integrated ITSM suite	X	
10. Notify the Airport of malicious activity and intrusions in accordance with Airport-defined policies	X	
11. Provide alerts of malicious activity and intrusions according to the risk rating of the signatures, in accordance with Airport-approved policies and procedures	X	
12. Respond to and remediate the effects of malicious activity and intrusions as defined in the Incident Management process, as required to meet Airport policies and requirements	X	
13. Continually develop recommendations for improved security	X	
14. Provide recommendations for improved security quarterly or as required based on new security threats	X	
15. Review and approve recommendations for improved security.		X
16. Implement approved recommendations	X	
17. Notify the Contractor's security monitoring centers of scheduled Changes to the environment to ensure that the Airport does not receive security alerts when planned changes are implemented	X	

C. JWA has a managed network thru the County of Orange (OCIT). OCIT Cisco Firewall provides IDS/IPS services.

D. Log Collection and Analysis Contractor will be required to collect, correlate, analyze, and store event log information from various servers and network devices. The Contractor shall describe, in detail, what logs will be collected, from which devices those logs will be collected, where the consolidated data will be stored, and how the data will be used to accomplish the Airport's objectives. The specific software, data resources, and processes used to analyze the collected log data require detailed information and descriptions. The Contractor will be required to support any new releases of any Airport server or client OS and any new version of an airport network or security device within 90 days of general release. The Contractor will be required to support the collection of native logs, such as Windows Event Logs, SQL logs, and Windows

IIS logs from any of the devices and operating systems identified. Additionally, the Contractor will be required to support the collection of any logs available from devices via a SYSLOG mechanism. All log data is required to be online, accessible, searchable, and reportable via the portal. All log data must be retained for 18 months after collection (12 months available upon request to JWA, 13 to 18 months available via hard disk shipped to the client upon request). Log data is to be purged after the retention period. The portal will provide an easy-to-use mechanism for exporting the result of any search generated via the portal to CSV files.

1. JWA uses the following software:

- i. Windows servers including 2012, 2016, and 2019.
- ii. Windows clients including Windows 7 and Windows 10
- iii. Cisco IOS for switches (2950 up through 6xxx series)
- iv. Cisco IOS for ASA
- v. Microsoft SQL
- vi. Microsoft IIS
- vii. Microsoft Active Directory- 2016
- viii. Microsoft Exchange – 2016
- ~~ix.~~ Proofpoint
- x. Solar Winds
- xi. Cisco Secure ISE Server
- xii. Microsoft Windows Defender or Admin Domain - Falcon CrowdStrike
- xiii. VM Ware ESX v7.xx.

The following devices represent the quantities used on the various JWA network segments as of January 2022.

2. JWA Administrative Network (Quantity):

- i. Physical ESX servers (5)
- ii. Virtual Windows servers (55)
- iii. Physical Windows servers (4)
- iv. Cisco ASA VPN devices in active/passive failover (1)
- v. Windows Clients (269)
- vi. Windows IIS Web servers (9)
- vii. Non-Windows Web servers (7)
- viii. SQL Server installations (7)
- ix. Microsoft Active Directory Domain Controllers (4)
- x. SYSLOG devices (including printers, UPS devices, and miscellaneous other equipment) (117)

3. CUPPS network (Quantity):

- i. ESXi servers--6 total--HP Proliant hardware devices
- ii. Witness server is a full Centos 8 instance running on an Aleutia box in Terminal B
- iii. 23 virtual servers (See below):
 - Backup servers- (2 VMs)
 - vCenter Server- (1 VM)
 - Domain Controllers- (2 VMs)
 - AV server- (1 VM)
 - AV MOVE servers- (4 VMs)
 - FTP server- (1 VM)

- CUSE servers- (2 VMs)
- WSUS (patch server)/MS licensing- (1 VM)
- Management (jump box) servers- (3 VMs)
- File integrity server- (1 VM)
- Tripwire server- (1 VM)
- Icinga servers- (2 VMs)
- Log server- (1 VM)
- iv. 2 HP Nimble SAN storage servers
- v. Windows 7 or 10 thick clients for kiosks (Qty. approx. 144)
- vi. thin client/virtual workstations (Qty. approx. 245)
- vii. SYSLOG devices (including printers, UPS devices, and miscellaneous other equipment)
- 4. PARCS network:
 - i. ESX servers
 - ii. SYSLOG devices (including printers, UPS devices, and miscellaneous other equipment)

E. Security Events

The Contractor will be proactive in notifying the Airport of symptoms discovered in the aggregated log files that indicate pending issues. An example would be scan attempts against an internal JWA address or unusual traffic on one of the airline's VLANs. A security event may be identified by the Contractor through log analysis, by either party through traffic analysis, or as declared by JWA. JWA may declare a security event as a result of an indication that suspicious activity has occurred in support of a JWA human resources request or at the discretion of the Airport Director or a designee.

Security Monitoring and Incident Management Services are activities associated with security monitoring, incident identification, incident notification, and incident response/escalation. This includes ensuring that all necessary traffic and activities are logged in accordance with Airport policies.

The Contractor will be expected to collect, correlate, analyze, and store all available log information from the various JWA devices. The Contractor will be expected to provide qualified, certified, and manned intrusion monitoring services twenty-four (24) hours every day, three-hundred-sixty-five (365) days each year. The Contractor's monitoring staff will be expected to identify intrusion attempts and other security incidents, classify them as to severity and threat level, notify the Airport, and take appropriate actions to mitigate and minimize the impact of the security incident.

In the event of a security incident, the Contractor will make available to the Airport on-site, qualified, and certified staff that will work with the Airport to respond to a security incident. The required services will include all aspects of incident response, including evidence collection, event mitigation/containment, forensic analysis, and event recovery.

The Contractor shall provide a menu of typical SLA and response time options along with the cost of each option. The selected response times and SLA obligations will be negotiated between the Airport and the Contractor.

The following table identifies the Security Monitoring and Incident Management Services roles and responsibilities that the Contractor and the Airport shall perform.

F. Security Monitoring and Incident Management Services Roles and Responsibilities

Security Monitoring and Incident Management Services Roles and Responsibilities	Contractor	JWA
1. Recommend industry best practice security Monitoring and Incident Management services policies	X	
2. Establish Security Monitoring and Incident Management Services policies		X
3. Provide Security Monitoring and Incident Management Services in accordance with established policies	X	
4. Provide, implement and manage security analysis and monitoring tools into the Airport's system infrastructure	X	
5. Provide initial review of security Incidents and escalate to the Airport's security function, in accordance with the Airport's policies and procedures	X	
6. Identify, quarantine and/or remove from the network any malicious code (e.g., virus/worm infected system and/or rogue device)	X	X
7. Identify and provide countermeasures for attacks (e.g., hacker, malicious code, virus/worm, trojan)	X	
8. Collect, review and analyze all Incidents reported by all other Security Services (e.g., NIDS, penetration testing, firewall)	X	
9. Maintain log files in accordance with Airport policies	X	
10. Provide security Incident reporting on security violations per Airport policies	X	
11. Resolve security violations internal to the Airport		X
12. Resolve security violations internal to Contractor	X	
13. Review all security patches relevant to the IT environment and classify the requirements, risk, and speed in which the security patches should be installed in accordance with Airport security policies	X	
14. Install security patches per the Airport's Change Management process and procedures, including acquiring required Airport approval		X
15. Monitor security Incidents and ensure that identified viruses and Malware are quarantined to prevent propagation throughout the Airport	X	X
16. Resolve security violations internal to the Airport		X
17. Resolve security violations internal to Contractor	X	
18. Notify the Airport and provide remediation of any blacklist events, in accordance with Airport policies and procedures	X	
19. Provide the Airport with defined technical expertise, security credentials, and all other support required for security audits	X	

G. Portal Services

The Contractor will provide a portal to JWA with a variety of available services. JWA will use the portal to:

1. Access and run reports on log file activity – with access to both specific event data and trend analysis

2. Research security notifications and threats
 3. Educate staff on security techniques and best practices
 4. Access white papers and other educational documents and materials
 5. Any additional resources provided by the vendor
- H. Proactive Threat Notification Contractor will be proactive in notifying the Airport about potential new risks. Notification will be in the form of daily emails containing at least the following information:
1. Summarizing new vulnerabilities both in the wild and identified in research
 2. Providing a general evaluation of the current threat level on the Internet
 3. Noting any threats of which JWA should be particularly aware
 4. Noting any recommended actions that should be taken to improve the JWA security posture
- I. Quarterly Services Contractor will provide the services in this section on a quarterly basis. The Contractor will review the JWA network configuration and be proactive in making recommendations to the Airport about new options of hardware software, configuration, unified threat management, and any other mechanism to ensure that the Airport systems are suitably protected. This will be an ongoing process. The Contractor will proactively examine the systems and events over time and recommend changes in configuration, hardware, software, etc., to make the Airport's assets more secure.

Specific and actionable written recommendations will be made for areas in which JWA can improve processes and/or firewall security.

The Contractor will provide one day of on-site security training to JWA IT staff. JWA will provide guidance on the topics to be covered. The topics will include general security education, event response, event mitigation, event recovery, firewall and security best practices, and other security-related topics. The intent of this is to improve the knowledge and capabilities of JWA staff to identify and respond to security incidents.

J. Ongoing Educational Services

The Contractor will provide ongoing educational services in the form of Webinars, audio/video presentations/recordings, white papers, editorials, documentation, links, and other online resources to JWA staff for staff education. A minimum of twenty (20) hours of new material will be added each quarter.

The Contractor will provide daily emails describing the current threat level, any new vulnerabilities that have come to light, and mitigation instructions/recommendations for those vulnerabilities.

The Contractor will provide weekly emails summarizing any new vulnerabilities that have come to light and links to the mitigation instructions/recommendations for those vulnerabilities.

The Contractor will send additional emails with relevant security advice, notifications, and educational opportunities as they become available at least once per week. The Contractor shall describe, in detail, the process to be used to detect, respond, notify, and recover from a detected event, the escalation procedures, the timelines to be used, and the parties to whom each responsibility belongs.

Should the detected severity of the event warrant an urgent response, the Contractor will be expected to take appropriate action to protect JWA assets even in the absence of a response or instruction from JWA.

K. Payment Card Industry (PCI) compliance and certification

JWA accepts credit card payments for a variety of systems and functions. The vendor will be required to provide all services, software, and equipment necessary to meet the PCI standards for the contract duration. Should PCI standards change, the vendor will be expected to do whatever is necessary to comply with the new standards.

JWA will have the systems and processes audited annually by a certified PCI auditor. Within the scope of this contract, the Contractor will be required to provide all services, software, and hardware required by JWA to support JWA's efforts to pass the annual PCI audit for all systems, data, and services under the control of the Contractor.

L. Recovery

The Contractor shall assist JWA with recovery to normal operations after a hostile event. The recovery will include defining and implementing appropriate firewall and/IDS changes to minimize the chances of a similar event occurring again.

Recovery will include advising JWA on removal/restoration of compromised servers. It will also include advising JWA on any appropriate configuration changes to make servers and devices more secure.

M. Ad-hoc

The Contractor shall submit an hourly rate schedule for security-related activities not covered in the Monthly Services. An example would be forensic investigations on a hard drive.

N. Service Levels

The Contractor shall submit a schedule of service levels that will be supported. The chart should include response times for each event and activity in the escalation process.

O. Security Intrusion Detection SLAs

Security Intrusion Detection SLAs			
SLA	Service Measure	Performance Target	SLA Performance%
NIDS - Monitor for current attack signatures, retained for 365 days	Overall schedule	24 hours x 365 days	100%
NIDS - Review all positive Priority Level 1 and Priority Level 2 alerts and notify the Airport via Airport - defined escalation procedures	Elapsed time	<15 minutes	99.90%
	Formula	Events completed within performance target / total number of events occurring during the Measurement Interval	
	Measurement Interval	Monitor continuously, measure monthly	
	Reporting Period	Monthly	
	Measurement Tool	TBD	

P. Reporting

JWA desires the ability to examine the live event and log database(s) and generate a variety of pre-configured and ad-hoc reports. Some of the data JWA needs to examine are alarms, alerts, status, traffic load, etc. All of these shall be available for current data as well as historical data. The Contractor will be required to maintain the previous eighteen (18) months of data online and available for reporting.

The Contractor shall provide daily, weekly, and monthly reports showing various performance statistics related to SLA's. Some of the expected data will be the number of events (by major category), the number of events responded to, average event response time, and average event closure time. The ad-hoc reports will be examining specific events, events over a defined time period or category, and event solutions.

Q. Data Volume

In January of 2022, JWA is collecting logs of over 478 devices. The number of log data generated daily ranges from small (2 GB – 4 GB) to large (over 95 GB).

VI. Uncovered Events and Services

For any events listed above that are not covered by the monthly maintenance fee, the Contractor will provide a cost proposal to JWA with this Scope of Work. Upon agreement that the work is required and that the proposal is fair and reasonable, County may issue a Task Order for the Contractor to proceed with the work or pursue other means outside of this.

VII. True-Ups

Fees for Year 2 and beyond will be determined by the Inventory of specific devices to be monitored during the period. Since the monitoring fees are dependent on the specific device model and type, it is difficult to determine pricing in future years without a list of the exact device models that will be added. The Contractor and JWA will review the Inventory of devices actually being monitored on an annual basis and produce a listing of the actual devices monitored during the period and the dates of such monitoring (the "Inventory"). This Inventory will be priced using the unit prices listed in the Pricing Attachment, and the actual fees due based on the Inventory and the unit prices listed in the Pricing Attachment, prorated monthly (the "Adjusted Fees") will be computed. Devices in the Inventory that were in service for any part of a month will be charged a full month's fee (based on one-twelfth on the Annual Fees stated in the Pricing Attachment) in computing the Adjusted Fees. Once the Adjusted Fees are calculated as outlined above, they will be compared to the Total Subscription Fees for the relevant period (the "Base Fees") in the Pricing Attachment. In the event of a difference between the Adjusted Fees and the Base Fees, the Contractor will bill JWA within 30 days, and invoice equal to such difference. The Parties agree to prepare and execute mutually agreeable documentation in such an instance and that subsequent invoicing for each annual period will reflect any changes to the Base Fees. Pricing for the quoted products and services will be protected for the length of the contract. In the event any Inventory includes an item not described and priced in the Pricing Attachment, the Parties agree to work together in good faith to determine a suitable Unit Price for such device, based on Contractor's then-current Price Book and the average difference, if any, between the Pricing Attachment and the then-current Price Book for the items included in the Pricing Attachment.

VIII. Extended Raw Log Retention

The Contractor will retain raw logs for 18 months annually (adding 6 months to the already included 12 months). JWA agrees to work with the Contractor to coordinate raw log retention scheduling and processes to meet the raw log retention requirements set forth by JWA.

IX. Additional Data Storage for Admin/CUPPS/PARCS

The Contractor to provide additional log retention storage as needed.

X. Consulting Services

The Contractor is required to provide consulting services for Security Engineering Research (SERT) Incident Response Services, Quarterly Health Checks, and Training.

XI. Additional Services

JWA may request the Contractor to integrate additional environments to be included in their services that have been optionally bid within the scope. Additional Services may include the following environments/systems.

- A. Baggage Handling System devices and servers
- B. Security Network devices and servers

XII. Network Specifications

JWA to provide the following files to awarded contractor.

- A. CUPPS: Common Use Passenger Processing Network Diagram
- B. PARCS: Parking Administration Revenue Control System Network Diagram
- C. ADMIN: Administrative Network Diagram.
- D. BHS: Baggage Handling System.
- E. VOIP MONITORING: Monitoring services for 4 VOIP switches.

ATTACHMENT A-1 JWA DEFINITIONS

A. JWA Definitions:

1. Deputy Purchasing Agent (DPA) - assigned to this Contract.
2. Information Security Certifications (ISC)2 - Cybersecurity certifications
3. Appliances – generic term for a system that provides various networking services that require deep packet inspection and packet processing.
4. Virtual hosted Voice over Internet Protocol (VoIP) services (AT&T called VDNA)
5. Anti Virus (AV)
6. Baggage Handling System (BHS) – Baggage handling system and software
7. Building Automation network (BAS) – industrial building automation system and software
8. Central Utilities Plant (CUP) - building containing chillers and boilers for a building or group of buildings.
9. Cisco ASA- threat management device and anti-malware security appliance.
10. Cisco IDS/IPS services- Intrusion Detection System (IDS).
11. Intrusion Prevention System (IPS).
12. Cisco SDA- Software Defined Access is Local Area Network Architecture that uses software defined network devices.
13. Common Use Passenger Processing (CUPPS) - Network software interface between multiple airlines and service providers.
14. Commercial Off-The-Shelf Software (COTS) - software applications to enhance or replace proprietary systems.
15. County of Orange (OCIT)- Orange County Information Technology agency
16. CUSE - Common Use Server Equipment
17. EPS is events per second
18. Flight Information Display System (FIDS)- Software that shows all flight relevant information
19. Heating, ventilation, and Air Conditioning (HVAC) - heating, ventilation, and air conditioning technologies to control temperature, humidity, and purity of the air in an enclosed space.
20. IT - Information Technology
21. ITSM suite- IT Service Management Software for standardization of IT practices to safeguard organization against internal and external data threats.
22. License Plate Recognition (LPR) - software that enables computer systems to read automatically the license number of vehicles from digital pictures.
23. Microsoft WSUS (Windows Server Update Services) - application that can download and manage updates and patches for Windows Server operating systems.
24. Multiuser Flight Information Displays (MUFIDS) - Software that shows flight information and has capability to display other information such as advertisement, live TV, or video streaming.
25. Network based IDS (NIDS) - solution designed to monitor all traffic flowing through the network looking for unusual activity and makes determinations based upon packet metadata and contents.
26. Parking Administration Revenue Control System (PARCS) - software for Parking Management Services
27. Parking Space Counting System (PSCS) - solution to help monitor the number of available spaces in the parking facility.
28. Payment Card Industry - PCI
29. Payment Card Industry Data Security Standard (PCI-DSS). Increased control standards around cardholder data to reduce credit card fraud.

30. SANS- SANS Institute is a resource for cybersecurity training, certifications, and research.
31. Supervisory control and data acquisition (SCADA)
32. Security Engineering Research (SERT)- comprehensive and informative threat analysis
33. Security Event Incident Management (SEIM) - software to provide real-time analysis of security alerts generated by applications and network hardware.
34. Service Level Agreement (SLA) - A documented agreement that identifies both the services required and the expected level of service.
35. SKIDATA Parking Control System- Parking Management solution for Parking Operators.
36. Security Operation Center (SOC) - centralized function within an organization employing people, processes, and technology to continuously monitor events and decide how they will be managed and acted upon.
37. SPAM- unsolicited and unwanted email or messaging sent out in bulk from computers infected by computer viruses.
38. SYSLOG- standard logging solution - logging of system that generates messages, the system that stores them, and the software that reports and analyzes them.
39. VLAN- Logical grouping of networking devices.
40. VM - Virtual Machines
41. VMS- Video Monitoring Server
42. VoIP- Voice over Internet Protocol
43. VPN- virtual private network services establish secure and encrypted connections to provide greater privacy, ensure safety while performing online transactions, and protection from sharing of personal data.

ATTACHMENT B PAYMENT/COMPENSATION

- A. **Compensation:** This is a firm-fixed fee/time and expense Contract between the County and Contractor for IT Security Services as set forth in Attachment A, "Scope of Work."

The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. **The County shall have no obligation to pay any sum in excess of the fixed rates specified herein unless authorized by amendment in accordance with Articles C and P of the County Contract Terms and Conditions.**

The County is seeking all-inclusive pricing for unlimited (unmetered) use of the proposed software system. The total cost to purchase the software and implement the system shall be given. The fixed price must include all training, travel, lodging, meals, material, equipment, office supplies, labor, warranty, shipping and other related costs. All software required to make the system operational must be presented.

- B. **Fees and Charges:** County will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows:

1. Monthly Service Fees:

Tier	Average Daily Volume/Month	Max EPS	Overall Monthly Charge for Services Year 1 (\$)	Overall Monthly Charge for Services Year 2 (\$)	Overall Monthly Charge for Services Year 3 (\$)
Tier 1	2.01 GB to 4 GB	55	\$15,600	\$16,068	\$16,550
Tier 2	4.01 GB to 6 GB	80	\$16,100	\$16,583	\$17,080
Tier 3	6.01 GB to 8 GB	105	\$16,600	\$17,098	\$17,611
Tier 4	8.01 GB to 10 GB	130	\$17,100	\$17,613	\$18,141
Tier 5	10.01 GB to 15 GB	195	\$18,100	\$18,643	\$19,202
Tier 6	15.01 GB to 20 GB	260	\$19,100	\$19,673	\$20,263
Tier 7	20.01 GB to 25 GB	325	\$20,100	\$20,703	\$21,324
Tier 8	25.01 GB to 30 GB	390	\$21,100	\$21,733	\$22,385
Tier 9	30.01 GB to 35 GB	450	\$22,100	\$22,763	\$23,446
Tier 10	35.01 GB to 40 GB	515	\$23,100	\$23,793	\$24,507
Tier 11	40.01 GB to 45 GB	580	\$24,100	\$24,823	\$25,568
Tier 12	45.01 GB to 50 GB	645	\$25,100	\$25,853	\$26,629
Tier 13	50.01 GB to 55 GB	710	\$26,100	\$26,883	\$27,689
Tier 14	55.01 GB to 60 GB	775	\$27,100	\$27,913	\$28,750
Tier 15	60.01 GB to 65 GB	840	\$28,100	\$28,943	\$29,811

Tier 16	65.01 GB to 70 GB	900	\$29,100	\$29,973	\$30,872
Tier 17	70.01 GB to 75 GB	965	\$30,100	\$31,003	\$31,933
Tier 18	75.01 GB to 80 GB	1030	\$31,100	\$32,033	\$32,994
Tier 19	80.01 GB to 85 GB	1095	\$32,100	\$33,063	\$34,055
Tier 20	85.01 GB to 90 GB	1160	\$33,100	\$34,093	\$35,116
Tier 21	90.01 GB to 95 GB	1225	\$34,100	\$35,123	\$36,177
Tier 22	95.01 GB to 100 GB	1285	\$35,100	\$36,153	\$37,238

Note: Monthly pricing may be subjected to an additional increase of \$1,000 per month for each increment of 5 GB above 100 GB.

2. Additional Services:

Any additional work not listed or included in Attachment "A" of this Contract must be approved by County's Project Manager or designee in accordance with Attachment "A". A written quote using the agreed labor rates listed herein must be provided and approved before the work is performed.

Description	Hourly Rate (\$)
Virtual Chief Information Security Officer ("vCISO") Services	\$275.00
Penetration Testing	\$215.00
Forensic Analysis	\$235.00
Governance, Risk, and Compliance Consulting	\$225.00
Firewall Services	\$150.00

Contract Amount Not to Exceed Per Year 1:	\$452,200.00
Contract Amount Not to Exceed Per Year 2:	\$464,836.00
Contract Amount Not to Exceed Per Year 3:	\$477,851.00

- C. Price Increase/Decreases:** No price increases will be permitted during the first term of the Contract. The County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the County of Orange. The County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.
- D. Firm Discount and Pricing Structure:** Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.
- E. Contractor's Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications, and parking while on County sites during the performance of work and services under this Contract.

F. Final Payment: Final payment shall be issued based on the completion of the work as described in this Contract and County Project Manager accepts all the work and JWA issued badges are returned to Badging Office.

G. Payment Terms – Payment in Arrears: Invoices are to be submitted in arrears to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Vendor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

H. Taxpayer ID Number: The Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.

I. Payment – Invoicing Instructions: The Contractor will provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:

- A. Contractor's name and address
- B. Contractor's remittance address, if different from 1 above
- C. Contractor's Federal Taxpayer ID Number
- D. Name of County Agency/Department
- E. Delivery/service address
- F. Master Agreement (MA) or Purchase Order (PO) number
- G. Agency/Department's Account Number
- H. Date of invoice and invoice number
- I. Product/service description, quantity, and prices
- J. Sales tax, if applicable
- K. Freight/delivery charges, if applicable
- L. Total

Invoices and support documentation are to be forwarded to **(not both)**:

Mailed to John Wayne Airport
Attention: Accounts Payable
3160 Airway Avenue
Costa Mesa, CA 92626

OR

Emailed to AccountsPayable@ocair.com

Contractor has the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive Electronic Remittance Advice with the payment details via email. An email address will need to be provided to the County via and EFT Authorization Form. To request a form, please contact the DPA.

ATTACHMENT C STAFFING PLAN

(Complete and submit as B.1, in Part 3 of Section II "Response Requirements")

1) Key Personnel

Name	Classification/ Designation	Licenses/Certifications (Include license/ certification number)	Years of Experience	Length of Time with Firm
Jackson Nestler	Senior Cybersecurity Analyst	BS Network Security, BS Digital Forensics, BTO Certification, SANS FOR508	4 years	2 years
John Moyer	Senior Cybersecurity Analyst	BS Information Technology Management, CompTIA Network+, CompTIA Security+, CompTIA CySA+	6.5 years	2 years
Doug Traser	VP Engineering & MDR	CISSP	24 years	5 years
Jonn Jeanneret	Senior Security Engineer, SIEM and Architect	CompTIA certifications including Secure Infrastructure Specialist, Security+, Security Analytics Professional, Network+, CySA+, and Splunk Core Certified User	16 years	8 years
Kevin Anicker	Senior Security Architect	Security+, Security Analytics Professional, Network+, CySA+, and Splunk Core Certified User	12 years	6 years
Jason Caval	Security Architect	Various AWS certifications.	8 years	5 years
Benjamin Largent	Security Engineer	Various AWS certifications.	12 years	5 years
Matt Emerson	Director of Governance, Risk and Compliance	Factor Analysis of Information Risk (FAIR)	10 years	3 years

Contractor understands that the individuals represented as assigned to the Contract must remain working on the Contract throughout the duration of the Contract unless otherwise requested or approved by County. Substitution of Contractor's Key Personnel shall be allowed only with prior written approval of County's Project Manager.

Contractor may reserve the right to involve other Contractor personnel, as their services are required. The specific individuals will be assigned based on the need and timing of the service/classification required. Assignment of additional key personnel shall be subject to County written approval. County reserves the right to have any of Contractor personnel removed from providing services to County under this Contract. County is not required to provide any reason for the request for removal of any Contractor personnel.

ATTACHMENT D CONTRACTOR SECURITY AGREEMENT

Contractor must acknowledge, by signature, that it has read and accepts the responsibilities of the security agreement below and agrees to protect the confidentiality of all information while performing its duties. The County of Orange Contractor Security Agreement form with signature lines is attached for your convenience. This signed security form shall become part of the resultant contract.

1. Contractor acknowledges on behalf of itself and its employees and agents that the confidentiality of the user ID and password must be maintained at all times and that should they be compromised, Contractor shall immediately notify County's Project Manager and request cancellation of the compromised user ID and password and issuance of a new user ID and password.
2. The user ID and password are to be used by Contractor and its authorized employees and agents only, and Contractor shall be solely responsible for their use.
3. The user ID and password are to be used by Contractor and its authorized employees and agents on behalf of County current contractual duties, functions, and responsibilities only.
4. The use of County information resources and data by Contractor is to be only in accordance with COUNTY business objectives; use of the resources for private or personal gain is prohibited and may be subject to administrative, civil and criminal penalties.
5. The information contained within County systems and document image and report databases (including but not limited to names, social security numbers, addresses, health records, assistance payments and applications) shall not be disclosed by Contractor or its employees or agents to any outside parties or other system users who are not directly authorized by County to view such reports or images or who are not authorized employees or agents of Contractor.
6. Contractor shall not permit others who are not directly authorized by County to access reports and images, payroll records, banking information, assistance records, or other confidential information or to view any such items.

By signing below, Contractor acknowledges it has read this agreement and accepts these responsibilities and agrees to protect the confidentiality of all information while performing its duties. Contractor further acknowledges that the disclosure of sensitive, confidential, or proprietary information to unauthorized persons during or after termination of employment may make it liable for administrative, civil or criminal prosecution

Firm Name	Signature	Date

Print Name	Signature	Date

If Contractor is a corporation, two signatures are required.

ATTACHMENT E PRODUCT SPECIFICATIONS

I. Argus Security Platform

Argus is the name of the case management system for Mosaic451's security operations center (SOC). Argus is based on over a decade of cybersecurity industry best practices and built on fully-supported AWS software, to include OpenSearch, Elasticsearch, Machine Learning Services and AWS-supported toolsets such as Athena and Lambda (among others). Every alert provided to Mosaic451's SOC, every evaluation made by a Mosaic451 SOC analyst, every SOC escalation made to an internal resource or to a client and every Mosaic451 client containment action is logged, timestamped and audit-ready.

A. Local installation

1. Argus is not installed at JWA
2. Argus is Mosaic451's SOC case management system and is securely deployed to AWS
3. Again, Mosaic451 has been using the Argus platform to manage JWA's workflow for the last two years

B. Access

1. Client access to Argus is role based and subject to Mosaic451's ISO 27001 governance and compliance regime
2. JWA has absolute authority in deciding who on its team is authorized to access Argus and the appropriate level of access provided on a per team member basis
 - i. Roles range from full analyst access to per-case, view-only access
3. Argus is accessed through a web browser (again, there is no local installation)

C. Reporting

1. Argus enables the monthly reporting that JWA receives from Mosaic451 today (in PDF)
2. Moreover, Argus can provide specific reporting access (e.g., per-case, management dashboard, etc.) to any staff member specifically authorized by JWA
3. Report distribution is controlled by JWA. JWA has complete authority in deciding who on its team is authorized to receive this reporting.

II. Fluentd

A. Deployed Technology:

1. Mosaic451 proposes to deploy its fully-supported Fluentd agent from Treasure Data onto John Wayne Airport servers (<https://www.fluentd.org>, <https://www.fluentd.org/testimonials> and <https://www.treasuredata.com/>).
2. In addition, Mosaic451 further proposes to enable Microsoft's proprietary and fully-supported system monitoring utility called Sysmon on these servers.

B. System Requirements:

1. The Fluentd agent is supported on Windows Server 2012 R2 (64 bit) or higher. Installation on Windows Server earlier than 2012 R2 is not supported.

2. For versions of Windows that do not meet the system requirements, Mosaic451 will work with JWA to collect logs through other means for ensuring proper visibility of JWAs environment.

C. Technology Justification:

1. Together, these technologies provide an authoritative and incontrovertible record of what has, in fact, happened on these systems.
2. These systems are a generational improvement to John Wayne Airport's existing IBM agent deployment (which simply forwards default Windows event logs – providing limited visibility) and offer the Mosaic451 SOC dramatically better visibility into John Wayne Airport's data theatre to detect and limit known and emerging cyber threats.

D. Migration Schedule and Services:

- Mosaic451 fully realizes that deploying new agents onto many of John Wayne Airport assets is resource intensive for Airport IT staff. To help offset this burden, Mosaic451 is willing to send a Mosaic451 technical onsite to help the Airport make this transition for up to 5 days onsite. Further, unlimited remote support is available to the Airport at any time if it is scheduled appropriately.
- Moreover, Mosaic451 is willing to help John Wayne Airport phase this migration from IBM agent to Fluentd by phasing it in through the remainder of calendar year 2022. Our only requirement is that this migration be completed for January 1, 2023.

III. Sysmon

Sysmon is a Microsoft software utility that enables advanced auditing of Windows hosts, revealing in-depth information about process creation, network connections and changes to file creation time.

E. System Requirements:

- Windows Server 2012 R2 or higher with a 64-Bit CPU
- 4 GB RAM
- 10 GB Disk Space

JOHN WAYNE AIRPORT ORANGE COUNTY

MEMORANDUM



DATE: July 6, 2022

TO: Thang Bernard, Deputy Purchasing Agent

FROM: Jessica Miller, Evaluation Committee Chair, RFP 280-2199701-TB

SUBJECT: Memorandum of Recommendation, IT Security Services

Upon review of the proposals submitted in response to the referenced Request for Proposal, the scores are listed below. The RFP had a complex written response section that required comprehensive and detailed responses. Based upon the County of Orange's criteria and award procedures set forth in the RFP, the Evaluation Committee recommends that John Wayne Airport, IT Division proceed with negotiations with the top-recommended proposer.*

Proposal Scores:

Scores	Proposer Name (listed alphabetically)
69.9	Computer Aid, Inc.
89.3	Mosaic451, LLC

Evaluation Committee Concurrence:

Evaluator	Signature
1	
2	
3	

Attached is the *Finalized Individual Evaluator's Scoring Sheets* for submittal with the ASR, as appropriate.

Score Range - Top	5	[1]
Score Range - Bottom	0	[2]

Number of Panel Members	3 ^[3]
-------------------------	------------------

Company Names [4]	DVBE Eligible	OCLSB Eligible
Computer Aid, Inc.		
Mosaic451, LLC		
Criteria	Weight	
Written Criteria	60%	
Overall Responsiveness:	15%	
Qualifications and Experience:	25%	
Proposed Staffing Plan:	20%	
Approach and Methodology:	20%	
Cost Proposal:	20%	
Written Proposal Evaluation - Must Equal 100%	100%	
Oral Criteria	40%	
Overall Responsiveness:	15%	
Qualifications and Experience:	25%	
Proposed Staffing Plan:	20%	
Approach and Methodology:	20%	
Cost Proposal:	20%	
Oral Proposal Evaluation - Must Equal 100%	100%	
Grand Total - Must Equal 100%	100%	

[illegible]

Instructions

Revised: 3.14.2022

*** * * Only complete the sections highlighted in blue * * ***

[1], [2] - Set your score range. Typically 0-5 with
5 = Excellent; 4 = Above Average; 3 = Average; 2 = Below Average; 1 = Poor;
0 = Unacceptable

[3] - Set the number of panel members who will be reviewing the submissions

[4] - Enter the names of the companies

[5] - Mark cell with a lower case "x" if company is DVBE and/or OCLSB eligible

[6] - Select your written criteria rating. If no oral criteria set this to 100%

[7] - Select your oral criteria rating.

[8] - No action required: Five percent (5%) of grand total is automatically added to all eligible OCLSB or DVBEs. Eight percent (8%) of grand total is automatically added to all eligible OCLSBs that are also DVBEs.

Evaluation Criteria		Weight	Proposer: Computer Aid, Inc.										Score	Weighted
Written Criteria		60%	Panel #1		Panel #2		Panel #3		Panel #4		Panel #5		Percentage	Score
Overall Responsiveness:	15%	4	12	4	12	4	12					12	7	
Qualifications and Experience:	25%	4	20	3	15	3	15					17	10	
Proposed Staffing Plan:	20%	3	12	3	12	3	12					12	7	
Approach and Methodology:	20%	4	16	3	12	4	16					15	9	
Cost Proposal:	20%	3	12	3	12	3	12					12	7	
Written Proposal Evaluation - Must Equal 100%		100%	18.0	72.0	16.0	63.0	17.0	67.0				67.3	40.4	
Oral Criteria		40%	Panel #1		Panel #2		Panel #3		Panel #4		Panel #5			
Overall Responsiveness:	15%	5	15	5	15	5	15					15	6	
Qualifications and Experience:	25%	4	20	4	20	4	20					20	8	
Proposed Staffing Plan:	20%	3	12	3	12	3	12					12	5	
Approach and Methodology:	20%	4	16	4	16	3	12					15	6	
Cost Proposal:	20%	3	12	3	12	3	12					12	5	
Oral Proposal Evaluation - Must Equal 100%		100%	19.0	75.0	19.0	75.0	18.0	71.0				73.7	29.5	
Grand Total - Must Equal 100%		100%											69.9	

Evaluation Criteria		Weight	Proposer: Mosaic451, LLC										Score	Weighted
Written Criteria		60%	Panel #1		Panel #2		Panel #3		Panel #4		Panel #5		Percentage	Score
Overall Responsiveness:	15%	4	12	5	15	4	12					13	8	
Qualifications and Experience:	25%	5	25	5	25	5	25					25	15	
Proposed Staffing Plan:	20%	5	20	4	16	4	16					17	10	
Approach and Methodology:	20%	5	20	4	16	4	16					17	10	
Cost Proposal:	20%	5	20	5	20	5	20					20	12	
Written Proposal Evaluation - Must Equal 100%		100%	24.0	97.0	23.0	92.0	22.0	89.0				92.7	55.6	
Oral Criteria		40%	Panel #1		Panel #2		Panel #3		Panel #4		Panel #5			
Overall Responsiveness:	15%	4	12	4	12	4	12					12	5	
Qualifications and Experience:	25%	5	25	4	20	4	20					22	9	
Proposed Staffing Plan:	20%	4	16	4	16	4	16					16	6	
Approach and Methodology:	20%	4	16	3	12	4	16					15	6	
Cost Proposal:	20%	5	20	5	20	5	20					20	8	
Oral Proposal Evaluation - Must Equal 100%		100%	22.0	89.0	20.0	80.0	21.0	84.0				84.3	33.7	
Grand Total - Must Equal 100%		100%											89.3	

Proposer's Name: Mosaic451 LLC

Evaluator Number: 1

Weight: Each evaluation criteria is given a percent weight based on the importance to the Scope of Work.

Score: Scores ranging from 0 "Unacceptable" to 5 "Excellent" are given for each criteria as follows:

5 = Excellent; 4 = Above Average; 3 = Average; 2 = Below Average; 1 = Poor; 0 = Unacceptable

CRITERIA	Weight (%)	Score (0-5)	Total (Weight X Score)
Overall Responsiveness:	15	4	60
Overall Responsiveness: <ul style="list-style-type: none"> • Demonstrates a clear understanding of requirements and appropriately responded to the RFP • Proposal was provided in the requested format • Proposal is clear and provides sufficient detail 			
Qualifications and Experience:	25	5	125
Qualifications and Experience: <ul style="list-style-type: none"> • Experience and Qualification/Technical Expertise • Professional Certifications • Length of time in business, especially the length of time in business providing services similar to those set in this RFP • Relevant References 			
Proposed Staffing Plan:	20	5	100
<ul style="list-style-type: none"> • Organizational Chart/Key Personnel • Qualifications & Experience 			
Approach and Methodology:	20	5	100
<ul style="list-style-type: none"> • Understanding of scope of work and objectives • Project managements and schedule 			
Cost Proposal:	20	5	100
<ul style="list-style-type: none"> • Schedule, Labor Rates, Material Cost 			
FINANCIAL VIABILITY AND BACKGROUND DATA	Pass/Fail	PASS	
<ul style="list-style-type: none"> • Bank Certification and Cash Balance (for the last 2 fiscal years) • Pending Litigation • Bankruptcy 			

Notes:			
Respondent Total	100	24	485
Total Weighted Possible Score			500
Converted to 100 point score total			97

Proposer's Name: Computer Aid, Inc.

Evaluator Number: 1

Weight: Each evaluation criteria is given a percent weight based on the importance to the Scope of Work.

Score: Scores ranging from 0 "Unacceptable to 5 "Excellent" are given for each criteria as follows:

5 = Excellent; 4 = Above Average; 3 = Average; 2 = Below Average; 1 = Poor; 0 = Unacceptable

CRITERIA	Weight (%)	Score (0-5)	Total (Weight X Score)
Overall Responsiveness:	15	4	60
Overall Responsiveness: <ul style="list-style-type: none"> • Demonstrates a clear understanding of requirements and appropriately responded to the RFP • Proposal was provided in the requested format • Proposal is clear and provides sufficient detail 			
Qualifications and Experience:	25	4	100
Qualifications and Experience: <ul style="list-style-type: none"> • Experience and Qualification/Technical Expertise • Professional Certifications • Length of time in business, especially the length of time in business providing services similar to those set in this RFP • Relevant References 			
Proposed Staffing Plan:	20	3	60
<ul style="list-style-type: none"> • Organizational Chart/Key Personnel • Qualifications & Experience 			
Approach and Methodology:	20	4	80
<ul style="list-style-type: none"> • Understanding of scope of work and objectives • Project managements and schedule 			
Cost Proposal:	20	3	60
<ul style="list-style-type: none"> • Schedule, Labor Rates, Material Cost 			
FINANCIAL VIABILITY AND BACKGROUND DATA	Pass/Fail	PASS	
<ul style="list-style-type: none"> • Bank Certification and Cash Balance (for the last 2 fiscal years) • Pending Litigation • Bankruptcy 			

Notes:			
Respondent Total	100	18	360
Total Weighted Possible Score			500
Converted to 100 point score total			72

Proposer's Name: Mosaic451 LLC

Evaluator Number: 2

Weight: Each evaluation criteria is given a percent weight based on the importance to the Scope of Work.

Score: Scores ranging from 0 "Unacceptable" to 5 "Excellent" are given for each criteria as follows:

5 = Excellent; 4 = Above Average; 3 = Average; 2 = Below Average; 1 = Poor; 0 = Unacceptable

CRITERIA	Weight (%)	Score (0-5)	Total (Weight X Score)
Overall Responsiveness:	15	5	75
Overall Responsiveness: <ul style="list-style-type: none"> • Demonstrates a clear understanding of requirements and appropriately responded to the RFP • Proposal was provided in the requested format • Proposal is clear and provides sufficient detail 			
Qualifications and Experience:	25	5	125
Qualifications and Experience: <ul style="list-style-type: none"> • Experience and Qualification/Technical Expertise • Professional Certifications • Length of time in business, especially the length of time in business providing services similar to those set in this RFP • Relevant References 			
Proposed Staffing Plan:	20	4	80
<ul style="list-style-type: none"> • Organizational Chart/Key Personnel • Qualifications & Experience 			
Approach and Methodology:	20	4	80
<ul style="list-style-type: none"> • Understanding of scope of work and objectives • Project managements and schedule 			
Cost Proposal:	20	5	100
<ul style="list-style-type: none"> • Schedule, Labor Rates, Material Cost 			
FINANCIAL VIABILITY AND BACKGROUND DATA	Pass/Fail	Pass	
<ul style="list-style-type: none"> • Bank Certification and Cash Balance (for the last 2 fiscal years) • Pending Litigation • Bankruptcy 			

Notes:			
Respondent Total	100	23	460
Total Weighted Possible Score			500
Converted to 100 point score total			92

Proposer's Name: Computer Aid, Inc.

Evaluator Number: 2

Weight: Each evaluation criteria is given a percent weight based on the importance to the Scope of Work.

Score: Scores ranging from 0 "Unacceptable to 5 "Excellent" are given for each criteria as follows:

5 = Excellent; 4 = Above Average; 3 = Average; 2 = Below Average; 1 = Poor; 0 = Unacceptable

CRITERIA	Weight (%)	Score (0-5)	Total (Weight X Score)
Overall Responsiveness:	15	4	60
Overall Responsiveness: <ul style="list-style-type: none"> • Demonstrates a clear understanding of requirements and appropriately responded to the RFP • Proposal was provided in the requested format • Proposal is clear and provides sufficient detail 			
Qualifications and Experience:	25	3	75
Qualifications and Experience: <ul style="list-style-type: none"> • Experience and Qualification/Technical Expertise • Professional Certifications • Length of time in business, especially the length of time in business providing services similar to those set in this RFP • Relevant References 			
Proposed Staffing Plan:	20	3	60
<ul style="list-style-type: none"> • Organizational Chart/Key Personnel • Qualifications & Experience 			
Approach and Methodology:	20	3	60
<ul style="list-style-type: none"> • Understanding of scope of work and objectives • Project managements and schedule 			
Cost Proposal:	20	3	60
<ul style="list-style-type: none"> • Schedule, Labor Rates, Material Cost 			
FINANCIAL VIABILITY AND BACKGROUND DATA	Pass/Fail	Pass	
<ul style="list-style-type: none"> • Bank Certification and Cash Balance (for the last 2 fiscal years) • Pending Litigation • Bankruptcy 			

Notes:			
Respondent Total	100	16	315
Total Weighted Possible Score			500
Converted to 100 point score total			63

Proposer's Name: Mosaic451 LLC

Evaluator Number: 3

Weight: Each evaluation criteria is given a percent weight based on the importance to the Scope of Work.

Score: Scores ranging from 0 "Unacceptable" to 5 "Excellent" are given for each criteria as follows:

5 = Excellent; 4 = Above Average; 3 = Average; 2 = Below Average; 1 = Poor; 0 = Unacceptable

CRITERIA	Weight (%)	Score (0-5)	Total (Weight X Score)
Overall Responsiveness:	15	4	60
Overall Responsiveness: <ul style="list-style-type: none"> • Demonstrates a clear understanding of requirements and appropriately responded to the RFP • Proposal was provided in the requested format • Proposal is clear and provides sufficient detail 			
Qualifications and Experience:	25	5	125
Qualifications and Experience: <ul style="list-style-type: none"> • Experience and Qualification/Technical Expertise • Professional Certifications • Length of time in business, especially the length of time in business providing services similar to those set in this RFP • Relevant References 			
Proposed Staffing Plan:	20	4	80
<ul style="list-style-type: none"> • Organizational Chart/Key Personnel • Qualifications & Experience 			
Approach and Methodology:	20	4	80
<ul style="list-style-type: none"> • Understanding of scope of work and objectives • Project managements and schedule 			
Cost Proposal:	20	5	100
<ul style="list-style-type: none"> • Schedule, Labor Rates, Material Cost 			
FINANCIAL VIABILITY AND BACKGROUND DATA	Pass/Fail	Pass	
<ul style="list-style-type: none"> • Bank Certification and Cash Balance (for the last 2 fiscal years) • Pending Litigation • Bankruptcy 			

Notes:			
Respondent Total	100	22	445
Total Weighted Possible Score			500
Converted to 100 point score total			89

Proposer's Name: Computer Aid, Inc.

Evaluator Number: 3

Weight: Each evaluation criteria is given a percent weight based on the importance to the Scope of Work.

Score: Scores ranging from 0 "Unacceptable to 5 "Excellent" are given for each criteria as follows:

5 = Excellent; 4 = Above Average; 3 = Average; 2 = Below Average; 1 = Poor; 0 = Unacceptable

CRITERIA	Weight (%)	Score (0-5)	Total (Weight X Score)
Overall Responsiveness:	15	4	60
Overall Responsiveness: <ul style="list-style-type: none"> • Demonstrates a clear understanding of requirements and appropriately responded to the RFP • Proposal was provided in the requested format • Proposal is clear and provides sufficient detail 			
Qualifications and Experience:	25	3	75
Qualifications and Experience: <ul style="list-style-type: none"> • Experience and Qualification/Technical Expertise • Professional Certifications • Length of time in business, especially the length of time in business providing services similar to those set in this RFP • Relevant References 			
Proposed Staffing Plan:	20	3	60
<ul style="list-style-type: none"> • Organizational Chart/Key Personnel • Qualifications & Experience 			
Approach and Methodology:	20	4	80
<ul style="list-style-type: none"> • Understanding of scope of work and objectives • Project managements and schedule 			
Cost Proposal:	20	3	60
<ul style="list-style-type: none"> • Schedule, Labor Rates, Material Cost 			
FINANCIAL VIABILITY AND BACKGROUND DATA	Pass/Fail	Pass	
<ul style="list-style-type: none"> • Bank Certification and Cash Balance (for the last 2 fiscal years) • Pending Litigation • Bankruptcy 			

Notes:			
Respondent Total	100	17	335
Total Weighted Possible Score			500
Converted to 100 point score total			67

Proposer's Name: Mosaic451 LLC

Evaluator Number: 1

Weight: Each evaluation criteria is given a percent weight based on the importance to the Scope of Work.

Score: Scores ranging from 0 "Unacceptable to 5 "Excellent" are given for each criteria as follows:

5 = Excellent; 4 = Above Average; 3 = Average; 2 = Below Average; 1 = Poor; 0 = Unacceptable

CRITERIA	Weight (%)	Score (0-5)	Total (Weight X Score)
Overall Responsiveness:	15	4	60
Overall Responsiveness: <ul style="list-style-type: none"> • Demonstrates a clear understanding of requirements and appropriately responded to the RFP • Proposal was provided in the requested format • Proposal is clear and provides sufficient detail 			
Qualifications and Experience:	25	5	125
Qualifications and Experience: <ul style="list-style-type: none"> • Experience and Qualification/Technical Expertise • Professional Certifications • Length of time in business, especially the length of time in business providing services similar to those set in this RFP • Relevant References 			
Proposed Staffing Plan:	20	4	80
<ul style="list-style-type: none"> • Organizational Chart/Key Personnel • Qualifications & Experience 			
Approach and Methodology:	20	4	80
<ul style="list-style-type: none"> • Understanding of scope of work and objectives • Project managements and schedule 			
Cost Proposal:	20	5	100
<ul style="list-style-type: none"> • Schedule, Labor Rates, Material Cost 			
FINANCIAL VIABILITY AND BACKGROUND DATA	PASS/FAIL	PASS	
<ul style="list-style-type: none"> • Bank Certification and Cash Balance (for the last 2 fiscal years) • Pending Litigation • Bankruptcy 			

Notes:			
Respondent Total	100	22	445
Total Weighted Possible Score			500
Converted to 100 point score total			89

Proposer's Name: Computer Aid, Inc. (Oral)

Evaluator Number: 1

Weight: Each evaluation criteria is given a percent weight based on the importance to the Scope of Work.

Score: Scores ranging from 0 "Unacceptable to 5 "Excellent" are given for each criteria as follows:

5 = Excellent; 4 = Above Average; 3 = Average; 2 = Below Average; 1 = Poor; 0 = Unacceptable

CRITERIA	Weight (%)	Score (0-5)	Total (Weight X Score)
Overall Responsiveness:	15	5	75
Overall Responsiveness: <ul style="list-style-type: none"> • Demonstrates a clear understanding of requirements and appropriately responded to the RFP • Proposal was provided in the requested format • Proposal is clear and provides sufficient detail 			
Qualifications and Experience:	25	4	100
Qualifications and Experience: <ul style="list-style-type: none"> • Experience and Qualification/Technical Expertise • Professional Certifications • Length of time in business, especially the length of time in business providing services similar to those set in this RFP • Relevant References 			
Proposed Staffing Plan:	20	3	60
<ul style="list-style-type: none"> • Organizational Chart/Key Personnel • Qualifications & Experience 			
Approach and Methodology:	20	4	80
<ul style="list-style-type: none"> • Understanding of scope of work and objectives • Project managements and schedule 			
Cost Proposal:	20	3	60
<ul style="list-style-type: none"> • Schedule, Labor Rates, Material Cost 			
FINANCIAL VIABILITY AND BACKGROUND DATA	PASS/FAIL	PASS	
<ul style="list-style-type: none"> • Bank Certification and Cash Balance (for the last 2 fiscal years) • Pending Litigation • Bankruptcy 			

Notes:			
Respondent Total	100	19	375
Total Weighted Possible Score			500
Converted to 100 point score total			75

Proposer's Name: Mosaic451 LLC

Evaluator Number: 2

Weight: Each evaluation criteria is given a percent weight based on the importance to the Scope of Work.

Score: Scores ranging from 0 "Unacceptable" to 5 "Excellent" are given for each criteria as follows:

5 = Excellent; 4 = Above Average; 3 = Average; 2 = Below Average; 1 = Poor; 0 = Unacceptable

CRITERIA	Weight (%)	Score (0-5)	Total (Weight X Score)
Overall Responsiveness:	15	4	60
Overall Responsiveness: <ul style="list-style-type: none"> • Demonstrates a clear understanding of requirements and appropriately responded to the RFP • Proposal was provided in the requested format • Proposal is clear and provides sufficient detail 			
Qualifications and Experience:	25	4	100
Qualifications and Experience: <ul style="list-style-type: none"> • Experience and Qualification/Technical Expertise • Professional Certifications • Length of time in business, especially the length of time in business providing services similar to those set in this RFP • Relevant References 			
Proposed Staffing Plan:	20	4	80
<ul style="list-style-type: none"> • Organizational Chart/Key Personnel • Qualifications & Experience 			
Approach and Methodology:	20	3	60
<ul style="list-style-type: none"> • Understanding of scope of work and objectives • Project managements and schedule 			
Cost Proposal:	20	5	100
<ul style="list-style-type: none"> • Schedule, Labor Rates, Material Cost 			
FINANCIAL VIABILITY AND BACKGROUND DATA	Pass/Fail	Pass	
<ul style="list-style-type: none"> • Bank Certification and Cash Balance (for the last 2 fiscal years) • Pending Litigation • Bankruptcy 			

Notes:			
Respondent Total	100	20	400
Total Weighted Possible Score			500
Converted to 100 point score total			80

Proposer's Name: Computer Aid, Inc. (Oral)

Evaluator Number: 2

Weight: Each evaluation criteria is given a percent weight based on the importance to the Scope of Work.

Score: Scores ranging from 0 "Unacceptable to 5 "Excellent" are given for each criteria as follows:

5 = Excellent; 4 = Above Average; 3 = Average; 2 = Below Average; 1 = Poor; 0 = Unacceptable

CRITERIA	Weight (%)	Score (0-5)	Total (Weight X Score)
Overall Responsiveness:	15	5	75
Overall Responsiveness: <ul style="list-style-type: none"> • Demonstrates a clear understanding of requirements and appropriately responded to the RFP • Proposal was provided in the requested format • Proposal is clear and provides sufficient detail 			
Qualifications and Experience:	25	4	100
Qualifications and Experience: <ul style="list-style-type: none"> • Experience and Qualification/Technical Expertise • Professional Certifications • Length of time in business, especially the length of time in business providing services similar to those set in this RFP • Relevant References 			
Proposed Staffing Plan:	20	3	60
<ul style="list-style-type: none"> • Organizational Chart/Key Personnel • Qualifications & Experience 			
Approach and Methodology:	20	4	80
<ul style="list-style-type: none"> • Understanding of scope of work and objectives • Project managements and schedule 			
Cost Proposal:	20	3	60
<ul style="list-style-type: none"> • Schedule, Labor Rates, Material Cost 			
FINANCIAL VIABILITY AND BACKGROUND DATA	Pass/Fail	Pass	
<ul style="list-style-type: none"> • Bank Certification and Cash Balance (for the last 2 fiscal years) • Pending Litigation • Bankruptcy 			

Notes:			
Respondent Total	100	19	375
Total Weighted Possible Score			500
Converted to 100 point score total			75

Proposer's Name: Mosaic451 LLC

Evaluator Number: 3

Weight: Each evaluation criteria is given a percent weight based on the importance to the Scope of Work.

Score: Scores ranging from 0 "Unacceptable" to 5 "Excellent" are given for each criteria as follows:

5 = Excellent; 4 = Above Average; 3 = Average; 2 = Below Average; 1 = Poor; 0 = Unacceptable

CRITERIA	Weight (%)	Score (0-5)	Total (Weight X Score)
Overall Responsiveness:	15	4	60
Overall Responsiveness: <ul style="list-style-type: none"> • Demonstrates a clear understanding of requirements and appropriately responded to the RFP • Proposal was provided in the requested format • Proposal is clear and provides sufficient detail 			
Qualifications and Experience:	25	5	125
Qualifications and Experience: <ul style="list-style-type: none"> • Experience and Qualification/Technical Expertise • Professional Certifications • Length of time in business, especially the length of time in business providing services similar to those set in this RFP • Relevant References 			
Proposed Staffing Plan:	20	4	80
<ul style="list-style-type: none"> • Organizational Chart/Key Personnel • Qualifications & Experience 			
Approach and Methodology:	20	4	80
<ul style="list-style-type: none"> • Understanding of scope of work and objectives • Project managements and schedule 			
Cost Proposal:	20	5	100
<ul style="list-style-type: none"> • Schedule, Labor Rates, Material Cost 			
FINANCIAL VIABILITY AND BACKGROUND DATA	Pass/Fail	Pass	
<ul style="list-style-type: none"> • Bank Certification and Cash Balance (for the last 2 fiscal years) • Pending Litigation • Bankruptcy 			

Notes:			
Respondent Total	100	22	445
Total Weighted Possible Score			500
Converted to 100 point score total			89

Proposer's Name: Computer Aid, Inc. (Oral)

Evaluator Number: 3

Weight: Each evaluation criteria is given a percent weight based on the importance to the Scope of Work.

Score: Scores ranging from 0 "Unacceptable to 5 "Excellent" are given for each criteria as follows:

5 = Excellent; 4 = Above Average; 3 = Average; 2 = Below Average; 1 = Poor; 0 = Unacceptable

CRITERIA	Weight (%)	Score (0-5)	Total (Weight X Score)
Overall Responsiveness:	15	5	75
Overall Responsiveness: <ul style="list-style-type: none"> • Demonstrates a clear understanding of requirements and appropriately responded to the RFP • Proposal was provided in the requested format • Proposal is clear and provides sufficient detail 			
Qualifications and Experience:	25	4	100
Qualifications and Experience: <ul style="list-style-type: none"> • Experience and Qualification/Technical Expertise • Professional Certifications • Length of time in business, especially the length of time in business providing services similar to those set in this RFP • Relevant References 			
Proposed Staffing Plan:	20	3	60
<ul style="list-style-type: none"> • Organizational Chart/Key Personnel • Qualifications & Experience 			
Approach and Methodology:	20	3	60
<ul style="list-style-type: none"> • Understanding of scope of work and objectives • Project managements and schedule 			
Cost Proposal:	20	3	60
<ul style="list-style-type: none"> • Schedule, Labor Rates, Material Cost 			
FINANCIAL VIABILITY AND BACKGROUND DATA	Pass/Fail	Pass	
<ul style="list-style-type: none"> • Bank Certification and Cash Balance (for the last 2 fiscal years) • Pending Litigation • Bankruptcy 			

Notes:			
Respondent Total	100	18	355
Total Weighted Possible Score			500
Converted to 100 point score total			71

Contract Summary Form

Mosaic451, LLC

SUMMARY OF SIGNIFICANT CHANGES

1. Scope of Work: addition of allowing existing log collector agent WinCollect in place until end of the year, December 31, 2022. Page 31

SUBCONTRACTORS

This contract does not currently include subcontractors or pass through to other providers.

CONTRACT OPERATING EXPENSES

Tier	Average Daily Volume/Month	Max EPS	Overall Monthly Charge for Services Year 1 (\$)	Overall Monthly Charge for Services Year 2 (\$)	Overall Monthly Charge for Services Year 3 (\$)
Tier 1	2.01 GB to 4 GB	55	\$15,600	\$16,068	\$16,550
Tier 2	4.01 GB to 6 GB	80	\$16,100	\$16,583	\$17,080
Tier 3	6.01 GB to 8 GB	105	\$16,600	\$17,098	\$17,611
Tier 4	8.01 GB to 10 GB	130	\$17,100	\$17,613	\$18,141
Tier 5	10.01 GB to 15 GB	195	\$18,100	\$18,643	\$19,202
Tier 6	15.01 GB to 20 GB	260	\$19,100	\$19,673	\$20,263
Tier 7	20.01 GB to 25 GB	325	\$20,100	\$20,703	\$21,324
Tier 8	25.01 GB to 30 GB	390	\$21,100	\$21,733	\$22,385
Tier 9	30.01 GB to 35 GB	450	\$22,100	\$22,763	\$23,446
Tier 10	35.01 GB to 40 GB	515	\$23,100	\$23,793	\$24,507
Tier 11	40.01 GB to 45 GB	580	\$24,100	\$24,823	\$25,568
Tier 12	45.01 GB to 50 GB	645	\$25,100	\$25,853	\$26,629
Tier 13	50.01 GB to 55 GB	710	\$26,100	\$26,883	\$27,689
Tier 14	55.01 GB to 60 GB	775	\$27,100	\$27,913	\$28,750
Tier 15	60.01 GB to 65 GB	840	\$28,100	\$28,943	\$29,811
Tier 16	65.01 GB to 70 GB	900	\$29,100	\$29,973	\$30,872

Tier 17	70.01 GB to 75 GB	965	\$30,100	\$31,003	\$31,933
Tier 18	75.01 GB to 80 GB	1030	\$31,100	\$32,033	\$32,994
Tier 19	80.01 GB to 85 GB	1095	\$32,100	\$33,063	\$34,055
Tier 20	85.01 GB to 90 GB	1160	\$33,100	\$34,093	\$35,116
Tier 21	90.01 GB to 95 GB	1225	\$34,100	\$35,123	\$36,177
Tier 22	95.01 GB to 100 GB	1285	\$35,100	\$36,153	\$37,238