

Agenda Item



AGENDA STAFF REPORT

ASR Control 24-000157

MEETING DATE: 04/23/24
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): 5
SUBMITTING AGENCY/DEPARTMENT: John Wayne Airport (Approved)
DEPARTMENT CONTACT PERSON(S): Charlene Reynolds (949) 252-5183
 John Payne (949) 252-5270

SUBJECT: Approve Sole Source Contract with IED Support Services, LLC

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: \$112,398

Annual Cost: FY 2024-25
\$104,393
FY 2025-26 \$110,209

Staffing Impact: No

of Positions:

Sole Source: Yes

Current Fiscal Year Revenue: N/A

Funding Source: Fund 280: 100%

County Audit in last 3 years: No

Levine Act Review Completed: Yes

Prior Board Action: 4/23/2019 #34, 5/6/2014 #11

RECOMMENDED ACTION(S):

- Find that the project is categorically exempt from the California Environmental Quality Act (CEQA), Class 1 (Existing Facilities) pursuant to CEQA Guidelines section 15301.
- Authorize the County Procurement Officer or Deputized designee to execute a sole source contract with IED Support Services, LLC for ongoing maintenance and repair services of John Wayne Airport's Public Announcement System, effective June 1, 2024, through May 31, 2027, with the option to renew two additional years, upon Board of Supervisors approval, in an amount of \$327,000, for a cumulative contract amount not to exceed \$327,000.

SUMMARY:

Approval of a sole-source contract with IED Support Services, LLC will provide continued support for the operation of the Public Announcement System at John Wayne Airport.

BACKGROUND INFORMATION:

The Public Announcement (PA) system is a mission-critical system for operation of the John Wayne Airport (JWA) facility during routine and emergency use. It is used for announcements of routine flight information and aircraft boarding information, Board of Supervisors (Board) and Public Service Announcements, and audible notifications for Transportation Security Administration screening advisories or other flight-related information. This system also fulfills a critical need in emergency life and safety situations when specific zones or the entire terminal complex may need to be evacuated. Clear directions and instructions must be provided to the entire terminal complex in one single action if rapid compliance is required by JWA guests and tenants.

In 2011, JWA installed IED Support Services, LLC's (IED) Titan Digital PA System as part of the Terminal C Improvement Project. The installation included speaker replacements to industry standard voltage speakers, as well as switching over the PA system to a modular digital system from the previous analog system.

On May 6, 2014, the Board approved a five-year, sole-source contract with IED for PA system maintenance and support.

On April 23, 2019, the Board approved a five-year, sole-source contract with IED for ongoing PA System maintenance and support, which will expire on May 31, 2024.

The contract provides system parts repair or replacement via mail directly from IED. JWA has adequate spare parts on hand of all PA system components to replace any needing repair. Defective or inoperable parts are sent to IED for repair or replacement. Additionally, this contract provides 24/7 technical/help desk support, an annual on-site visit including system inspection and repair, system software updates, a hardware and software system upgrade, as well as system testing and configuration.

The contract is a sole-source contract as IED is the exclusive service provider for IED PA systems and is the only authorized vendor with trained and certified professionals to support, service and maintain the IED PA system at JWA.

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 Contractor's ownership/name, litigation status or conflicts with County interests.

The Orange County Preference Policy is not applicable to Sole Source procurements.

JWA seeks Board approval of this contract in order to efficiently support and maintain JWA's PA system.

The contract does not currently include subcontractors or pass through to other providers. See Attachment B for Contract Summary Form.

Compliance with CEQA: The proposed project is Categorically Exempt (Class 1) from the provisions of CEQA pursuant to Section 15301, because it provides for operation, repair, or maintenance of existing public facilities, structures or mechanical equipment involving negligible or no expansion of the existing use.

FINANCIAL IMPACT:

Appropriations for this contract are included in Fund 280, Airport Operating Fund, FY 2023-24 Budget and will be included in the budgeting process for future years.

The contract contains language that permits reductions or termination of the contract immediately without penalty if approved funding or appropriations are not forthcoming and upon 30-days' notice without penalty.

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A – Contract MA-280-24011050 with IED Support Services, LLC

Attachment B – Contract Summary Form

CONTRACT MA-280-24011050

FOR

PUBLIC ANNOUNCEMENT SYSTEM MAINTENANCE

BETWEEN

COUNTY OF ORANGE, JOHN WAYNE AIRPORT

AND

IED SUPPORT SERVICES, LLC

JOHN WAYNE AIRPORT
ORANGE COUNTY



**CONTRACT MA-280-24011050
WITH
IED SUPPORT SERVICES, LLC
FOR
PUBLIC ANNOUNCEMENT SYSTEM MAINTENANCE**

This Contract MA-280-24011050 for Public Announcement System Maintenance (“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 through its department John Wayne Airport (“County” or “JWA”) and IED Support Services, LLC, with a place of business at 9701 Taylorsville Road, Louisville, KY 40299 (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 Contact Information and Facility Location
Attachment B – Payment/Compensation
Attachment C - Onsite Equipment and Spares
Attachment D - Scheduled Equipment for Replacement
Attachment E - Transportation/Globalcom Series Product Repair Price List
Attachment F – Supporting Documents
Attachment G - County of Orange Information Technology Security Standards.

RECITALS

WHEREAS, Contractor and County are entering into this Contract for Public Announcement System Maintenance under a firm fixed fee Contract; and

WHEREAS, Contractor agrees to provide Public Announcement System Maintenance to the County as further set forth in the Scope of Work, attached hereto as Attachment A and incorporated herein; and

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

WHEREAS, the County Board of Supervisors has authorized the Deputy Purchasing Agent or designee to enter into a Contract for Public Announcement System Maintenance with the Contractor;

NOW, THEREFORE, the Parties mutually agree as follows:

DEFINITIONS

1. **County Project Manager** – shall mean a County’s representative with the authority to make decisions in regards to this Contract.
2. **DPA** - shall mean the Deputy Purchasing Agent assigned to this Contract.

*County of Orange
John Wayne Airport*

*MA-280-24011050
Public Announcement System Maintenance*

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3. **Equipment** – shall mean those covered systems, components and software as described in Attachment A attached hereto.
4. **Facility or facilities**– shall mean County’s site where the equipment is installed and more particularly described in Attachment A-1 attached hereto.
5. **Fees** – shall mean those charges for service more particularly described in Attachment B of this Contract.
6. **First Line Responders** – shall mean an individual(s) assigned by County who have completed the Technical Training described in Section F of Attachment A; and can assist Contractor in changing out hardware, assisting in software downloads, return equipment and/or perform other functions as determined by County. First Line Responders may be County designee or Contractor designated Subcontractor personnel as referenced in Attachment A attached hereto.
7. **GLOBALCOM PA** - is JWA’s Public Announcement System (PAS) and Visual Paging System, consisting of proprietary hardware and software.
8. **Non-Covered Equipment** – shall mean anything not expressly listed in Attachment C and in Attachment D attached hereto.
9. **Normal Operation** – shall mean the system processes that are reasonable and expected per specifications, as agreed to by County and Contractor.
10. **OEM Original Warranty** – shall mean the required warranty provided by Contractor in accordance with Attachment A attached hereto.
11. **On-Site Spare** – shall mean those parts described in Attachment C.
12. **PAS** – shall mean Public Address System as reference in Attachment F, Statement of End User Network Responsibility.
13. **Platinum Assurance Plan (PAP)** – shall mean the extended warranty provided by Contractor after the expiration of the OEM Original Warranty in accordance with Attachment A attached hereto.
14. **Primary Contact** – shall mean individuals designated by County to contact Contractor regarding service and maintenance issues. County shall coordinate with Contractor to ensure that Primary Contact is available to Contractor personnel to facilitate prompt response and resolution of service and maintenance issues..
15. **Regular On-Site Service Hours** – shall mean the hours between 8:00 am and 4:30 pm, local time, exclusive of Saturdays, Sundays and County holidays.
16. **Service(s)** – shall include hardware and software maintenance, extended warranties, critical spare parts, software updates, priority technical support, emergency services, an annual inspection and scheduled equipment for replacement (Section C) but only to the extent specifically identified in Attachment A - Scope of Work.

17. **Service Period** – shall mean the contracted period of service more particularly described in Attachment A - Scope of Work attached hereto.
18. **Subcontractor** – shall mean the third party hired and certified by Contractor and approved by the County to provide maintenance services to County.

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 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, including Attachments which are attached hereto and incorporated herein by reference, 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 indemnitees 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 Indemnitees 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. **Civil Rights and Non-Discrimination:**
1. **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.

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

2. **Nondiscrimination:** 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.
3. **Compliance with Non-Discrimination 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:
 - a. **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.
 - b. **Non-Discrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability 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.
 - c. **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.
 - d. **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.
 - e. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the nondiscrimination 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:
 - i. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - ii. Cancelling, terminating, or suspending a contract, in whole or in part.
 - f. **Incorporation of Provisions:** The Contractor will include the provisions of subsection one, and paragraphs (a) through (f) 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.

Contractor is required to insert the above paragraphs (a) through (f) in every subcontract. Upon request by the County, Contractor will provide a copy of each subcontract to demonstrate the above language has been inserted.

4. **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 nondiscrimination statutes and authorities; including but not limited to:

- 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);
- 49 CFR part 21 (Nondiscrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- 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);
- 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 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (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);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*), (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) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (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);
- 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 (2005)];

- 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).
- Contractor is required to insert the above Title VI List of Pertinent Nondiscrimination Acts and Authorities into every subcontract at any tier. Upon request by the County, Contractor will provide a copy of each subcontract to demonstrate that the above language has been inserted.

5. **Civil Rights Training:** Upon request by the County, Contractor is required to disseminate and provide training materials and other information related to Title VI Civil Rights to its staff as specified by the County.

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 carry 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 current, provide Certificates of Insurance, and endorsements to the County during the entire term of this Contract.

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 (SIR)'s shall be clearly stated on the Certificate of Insurance. Any SIR in excess of Fifty Thousand Dollars \$50,000 shall specifically be approved by the County's Risk Manager, or designee. The County reserves the right to require current audited financial reports from Contractor. If Contractor is self-insured, Contractor will indemnify the County for any and all claims resulting or arising from Contractor's services in accordance with the indemnity provision stated in this contract.

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**).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, CEO/ 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:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned or scheduled, non-owned, and hired vehicles	\$1,000,000 combined single limit each accident
Workers Compensation	Statutory
Employers Liability Insurance	\$1,000,000 per accident or disease
Technology Errors & Omissions	\$1,000,000 per claims-made \$1,000,000 aggregate

Increased insurance limits may be satisfied with Excess/Umbrella policies. Excess/Umbrella policies when required must provide Follow Form coverage.

Required Coverage Forms

The Commercial General Liability coverage shall be written on occurrence basis utilizing 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-contributory 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 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, employees, and agents*** when acting within the scope of their appointment or employment.

Contractor shall provide thirty (30) days prior written notice to the County of any policy cancellation or non-renewal and ten (10) days prior written notice where cancellation is due to 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 the following:

- 1) The retroactive date must be shown and must be before the date of the Contract or the beginning of the Contract services.
- 2) Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after expiration or earlier termination of Contract services.
- 3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the contract services, Contractor must purchase an extended reporting period for a minimum of three (3) years after expiration of earlier termination 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 provide acceptable Certificates of Insurance and endorsements to 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 work 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. **Freight:** Prior to the County's express acceptance of delivery of products. Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- 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 Public Announcement System Maintenance 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 June 1, 2024 and shall continue for three (3) years through May 31, 2027, unless otherwise terminated as provided herein. This Contract may be renewed as set forth in paragraph 4 below.
3. **Contract Amount Not to Exceed** **\$327,000**
4. **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.
5. **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 (7) 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.

6. **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.
7. **Americans with Disabilities Act (ADA):** Contractor shall comply with 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 et seq; 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. **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.
9. **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:

- a) Terminate the Contract immediately, pursuant to Section K herein;

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- b) 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;
- c) Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and,
- d) Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.

10. County of Orange Information Technology Security Provisions:

All Contractors with access to County data and/or systems shall establish and maintain policies, procedures, and technical, physical, and administrative safeguards designed to (i) ensure the confidentiality, integrity, and availability of all County data and any other confidential information that the Contractor receives, stores, maintains, processes, transmits, or otherwise accesses in connection with the provision of the contracted services, (ii) protect against any threats or hazards to the security or integrity of County data, systems, or other confidential information, (iii) protect against unauthorized access, use, or disclosure of personal or County confidential information, (iv) maintain reasonable procedures to prevent, detect, respond, and provide notification to the County regarding any internal or external security breaches, (v) ensure the return or appropriate disposal of personal information or other confidential information upon contract conclusion (or per retention standards set forth in the contract), and (vi) ensure that any subcontractor(s)/agent(s) that receives, stores, maintains, processes, transmits, or otherwise accesses County data and/or system(s) is in compliance with statements and the provisions of statements and services herein.

- a. County of Orange Information Technology Security Standards: County of Orange security standards follows the latest National Institute of Standards and Technology (NIST) 800-53 framework to ensure the highest levels of operational resiliency and cybersecurity.

Contractor, Contractor personnel, Contractor's subcontractors, any person performing work on behalf of Contractor, and all other agents and representatives of Contractor will, at all times, comply with and abide by all County of Orange Information Technology Security Standards ("Security Standards"), as existing or modified, that pertain to Contractor in connection with the Services performed by Contractor as set forth in the scope of work of this Contract. Any violations of such Security Standards shall, in addition to all other available rights and remedies available to County, be cause for immediate termination of this Contract. Such Security Standards include, but are not limited to, Attachment G - County of Orange Information Technology Security Standards.

Contractor shall use industry best practices and methods with regard to confidentiality, integrity, availability, and the prevention, detection, response, and elimination of threat, by all appropriate means, of fraud, abuse, and other inappropriate or unauthorized access to County data and/or system(s) accessed in the performance of Services under this Contract.

- b. The Contractor shall implement and maintain a written information security program that contains reasonable and appropriate security measures designed to safeguard the confidentiality, integrity, availability, and resiliency of County data and/or system(s). The Contractor shall review and update its information security program in accordance with contractual, legal, and regulatory requirements. Contractor shall provide to County a copy of the organization's information security program and/or policies.
- c. Information Access: Contractor shall use appropriate safeguards and security measures to ensure the confidentiality and security of all County data.

County may require all Contractor personnel, subcontractors, and affiliates approved by County to perform work under this Contract to execute a confidentiality and non-disclosure agreement concerning access protection and data security in the form provided by County. 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, subcontractor, or affiliate to whom issued.

Contractor shall provide each Contractor personnel, subcontractors, or affiliates with only such level of access as is required for such individual to perform his or her assigned tasks and functions.

Throughout the Contract term, upon request from County but at least once each calendar year, Contractor shall provide County with an accurate, up-to-date list of those Contractor personnel and/or subcontractor personnel having access to County systems and/or County data, and the respective security level or clearance assigned to each such Contractor personnel and/or subcontractor personnel. County reserves the right to require the removal and replacement of Contractor personnel and/or subcontractor personnel at the County's sole discretion. Removal and replacement shall be performed within 14 calendar days of notification by the County.

All County resources (including County systems), County data, County hardware, and County software used or accessed by Contractor: (a) shall be used and accessed by such Contractor and/or subcontractors personnel 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 or Contractor's personnel and subcontractors, at any time.

Contractor acknowledges and agrees that any failure to comply with the provisions of this paragraph shall constitute a breach of this Contract and entitle County to deny or restrict the rights of such non-complying Contractor personnel and/or subcontractor personnel to access and use the County data and/or system(s), as County in its sole discretion shall deem appropriate.

- d. **Data Security Requirements:** Without limiting Contractor's obligation of confidentiality as further described in this Contract, Contractor must establish, maintain, and enforce a data privacy program and an information and cyber security program, including safety, physical, and technical security and resiliency policies and procedures, that comply with the requirements set forth in this Contract and, to the extent such programs are consistent with and not less protective than the requirements set forth in this Contract and are at least equal to applicable best industry practices and standards (NIST 800-53).

Contractor also shall provide technical and organizational safeguards against accidental, unlawful, or unauthorized access or use, destruction, loss, alteration, disclosure, transfer, commingling, or processing of such information that ensure a level of security appropriate to the risks presented by the processing of County Data.

Contractor personnel and/or subcontractor personnel and affiliates approved by County to perform work under this Contract may use or disclose County personal and confidential information only as permitted in this Contract. Any other use or disclosure requires express approval in writing by the County of Orange. No Contractor personnel and/or subcontractor personnel or affiliate shall duplicate, disseminate, market, sell, or disclose County personal and confidential information except as allowed in this Contract. Contractor personnel and/or subcontractor personnel or affiliate who access, disclose, market, sell, or use County personal and confidential information in a manner or for a purpose not authorized by this Contract may be subject to civil and criminal sanctions contained in applicable federal and state statutes.

Contractor shall take all reasonable measures to secure and defend all locations, equipment, systems, and other materials and facilities employed in connection with the Services against hackers and others who may seek, without authorization, to disrupt, damage, modify, access, or otherwise use Contractor systems

or the information found therein; and prevent County data from being commingled with or contaminated by the data of other customers or their users of the Services and unauthorized access to any of County data.

Contractor shall also continuously monitor its systems for potential areas where security could be breached. In no case shall the safeguards of Contractor's data privacy and information and cyber security program be less stringent than the safeguards used by County. Without limiting any other audit rights of County, County shall have the right to review Contractor's data privacy and information and cyber security program prior to commencement of Services and from time to time during the term of this Contract.

All data belongs to the County and shall be destroyed or returned at the end of the contract via digital wiping, degaussing, or physical shredding as directed by County.

- e. **Enhanced Security Measures:** County may, in its discretion, designate certain areas, facilities, or solution systems as ones that require a higher level of security and access control. 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 and shall cause Contractor personnel and subcontractors to fully comply with and abide by all such enhanced security and access measures and procedures as of such date.
- f. **General Security Standards:** Contractor will be solely responsible for the information technology infrastructure, including all computers, software, databases, electronic systems (including database management systems) and networks used by or for Contractor ("Contractor Systems") to access County resources (including County systems), County data or otherwise in connection with the Services and shall prevent unauthorized access to County resources (including County systems) or County data through the Contractor Systems.

At all times during the contract term, Contractor shall maintain a level of security with regard to the Contractor Systems, that in all events is at least as secure as the levels of security that are common and prevalent in the industry and in accordance with industry best practices (NIST 800-53). Contractor shall maintain all appropriate administrative, physical, technical, and procedural safeguards to secure County data from data breach, protect County data and the Services from loss, corruption, unauthorized disclosure, and from hacks, and the introduction of viruses, disabling devices, malware, and other forms of malicious and inadvertent acts that can disrupt County's access and use of County data and the Services.

- g. **Security Failures:** Any failure by the Contractor to meet the requirements of this Contract with respect to the security of County data, including any related backup, disaster recovery, or other policies, practices or procedures, and any breach or violation by Contractor or its subcontractors or affiliates, or their employees or agents, of any of the foregoing, shall be deemed a material breach of this Contract and may result in termination and reimbursement to County of any fees prepaid by County prorated to the date of such termination. The remedy provided in this paragraph shall not be exclusive and is in addition to any other rights and remedies provided by law or under the Contract.
- h. **Security Breach Notification:** In the event Contractor becomes aware of any act, error or omission, negligence, misconduct, or security incident including unsecure or improper data disposal, theft, loss, unauthorized use and disclosure or access, that compromises or is suspected to compromise the security, availability, confidentiality, and/or integrity of County data or the physical, technical, administrative, or organizational safeguards required under this Contract that relate to the security, availability, confidentiality, and/or integrity of County data, Contractor shall, at its own expense, (1) immediately (or within 24 hours of potential or suspected breach), notify the County's Chief Information Security Officer and County Privacy Officer of such occurrence; (2) perform a root cause analysis of the actual, potential,

or suspected breach; (3) provide a remediation plan that is acceptable to County within 30 days of verified breach, to address the occurrence of the breach and prevent any further incidents; (4) conduct a forensic investigation to determine what systems, data, and information have been affected by such event; and (5) cooperate with County and any law enforcement or regulatory officials investigating such occurrence, including but not limited to making available all relevant records, forensics, investigative evidence, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by County and/or any law enforcement or regulatory officials, and (6) perform or take any other actions required to comply with applicable law as a result of the occurrence (at the direction of County).

County shall make the final decision on notifying County officials, entities, employees, service providers, and/or the general public of such occurrence, and the implementation of the remediation plan. If notification to particular persons is required under any law or pursuant to any of County's privacy or security policies, then notifications to all persons and entities who are affected by the same event shall be considered legally required. Contractor shall reimburse County for all notification and related costs incurred by County arising out of or in connection with any such occurrence due to Contractor's acts, errors or omissions, negligence, and/or misconduct resulting in a requirement for legally required notifications.

In the case of a breach, Contractor shall provide third-party credit and identity monitoring services to each of the affected individuals for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than twelve (12) months following the date of notification to such individuals.

Contractor shall indemnify, defend with counsel approved in writing by County, and hold County and County Indemnitees harmless from and against any and all claims, including reasonable attorney's fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from County in connection with the occurrence.

Notification shall be sent to:

Andrew Alipanah, MBA, CISSP
Chief Information Security Officer
1055 N. Main St., 6th Floor
Santa Ana, CA 92701
Phone: (714) 567-7611
Andrew.Alipanah@ocit.ocgov.com

Linda Le, CHPC, CHC, CHP
County Privacy Officer
1055 N. Main St., 6th Floor
Santa Ana, CA 92701
Phone: (714) 834-4082
Linda.Le@ocit.ocgov.com

- i. Security Audits: Contractor shall maintain complete and accurate records relating to its system and Organization Controls (SOC) Type II audits or equivalent's data protection practices, internal and external audits, and the security of any of County-hosted content, including any confidentiality, integrity, and availability operations (data hosting, backup, disaster recovery, external dependencies management, vulnerability testing, penetration testing, patching, or other related policies, practices, standards, or procedures).

Contractor shall inform County of any internal/external security audit or assessment performed on Contractor's operations, information and cyber security program, disaster recovery plan, and prevention, detection, or response protocols that are related to hosted County content, within sixty (60) calendar days of such audit or assessment. Contractor will provide a copy of the audit report to County within thirty (30) days after Contractor's receipt of request for such report(s).

Contractor shall reasonably cooperate with all County security reviews and testing, including but not limited to penetration testing of any cloud-based solution provided by Contractor to County under this

Contract. Contractor shall implement any required safeguards as identified by County or by any audit of Contractor's data privacy and information/cyber security program.

In addition, County has the right to review Plans of Actions and Milestones (POA&M) for any outstanding items identified by the SOC 2 Type II report requiring remediation as it pertains to the confidentiality, integrity, and availability of County data. County reserves the right, at its sole discretion, to immediately terminate this Contract or a part thereof without limitation and without liability to County if County reasonably determines Contractor fails or has failed to meet its obligations under this section.

j. **Business Continuity and Disaster Recovery (BCDR):**

For the purposes of this section, "Recovery Point Objectives" means the maximum age of files (data and system configurations) that must be recovered from backup storage for normal operations to resume if a computer, system, or network goes down as a result of a hardware, program, or communications failure (establishing the data backup schedule and strategy). "Recovery Time Objectives" means the maximum duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a loss of functionality.

The Contractor shall maintain an comprehensive risk management program focused on managing risks to County operations and data, including mitigation of the likelihood and impact of an adverse event occurring that would negatively affect contracted services and operations of the County. Business continuity management will enable the Contractor to identify and minimize disruptive risks and restore and recover hosted County business-critical services and/or data within the agreed terms following an adverse event or other major business disruptions. Recovery and timeframes may be impacted when events or disruptions are related to dependencies on third parties. The County and Contractor will agree on Recovery Point Objectives and Recovery Time Objectives (as needed)) and will periodically review these objectives. Any disruption to services of system will be communicated to the County within 4 hours, and every effort shall be undertaken to restore contracted services, data, operations, security, and functionality. All data and/or systems and technology provided by the Contractor internally and through third-party vendors shall have resiliency and redundancy capabilities to achieve high availability and data recoverability. Contractor Systems shall be designed, where practical and possible, to ensure continuity of service(s) in the event of a disruption or outage.

11. **Computer Hardware and Software Standards:** No substitution of hardware or software will be accepted. The specifications provided herein are approved County of Orange standards.
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 timelines. 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. **County Branding Requirement – Publicity, Literature, Advertisements and Social Media:**

- A. 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.
- B. Contractor may develop and publish information related to this Contract where all of the following conditions are satisfied:

- 1) 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;
 - 2) 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];
 - 3) The information does not give the appearance that the County, its officers, or employees or agencies endorse:
 - i. any commercial product or service; and,
 - ii. any product or service provided by Contractor, unless approved in writing by Administrator/assigned Deputy Purchasing Agent; and,
 - 4) 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>.
20. **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.
21. **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.

22. **Default – 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.
23. **Discount Verification:** For Contracts that are based on standard rates or list prices, the Contractor is required to state on the invoice the source and date of the rate/price and, when discounts are quoted, show the list rate/price and the discount.

The agency/department shall certify on the invoice that the prices are per the current price list for all items that have a per unit cost exceeding \$250.00 and that the appropriate discounts were applied.

24. **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:
- A. 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.
 - B. 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.

25. **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:

- A. 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).
- B. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The organization's policy of maintaining a drug-free workplace;
 - 3) Any available counseling, rehabilitation, and employee assistance programs; and
 - 4) Penalties that may be imposed upon employees for drug abuse violations.
- C. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
 - 1) Will receive a copy of the company's drug-free policy statement; and
 - 2) 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.
26. **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.

27. **Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County's needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from the Contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.
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 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

30. **Equipment – Acceptance Testing:** Acceptance testing is intended to ensure that the equipment acquired operates in substantial accord with the Contractor's technical specifications, is adequate to perform as

warranted by the Contractor, and evidences a satisfactory level of performance reliability prior to its acceptance by the County. If the equipment to be installed includes operating software as listed in the Contract or order, such operating software shall be present for the acceptance test unless substitute operating software acceptable to the County is provided. Acceptance testing may be required as specified in the Contract or order for all newly installed technology systems, subsystems, and individual equipment, and machines which are added or field modified, i.e. modification of a machine from one model to another, after a successful performance period.

31. **Equipment – Maintenance:** If the Contractor is unable to perform maintenance or the County desires to perform its own maintenance on equipment purchased under this contract, then, upon written notice by the County, the Contractor will provide, at Contractor's then current rates and fees, adequate and reasonable assistance, including relevant documentation, to allow the County to maintain the equipment based on the Contractor's methodology. The Contractor agrees that the County may reproduce such documentation for its own use in maintaining the equipment. If the Contractor is unable to perform maintenance, the Contractor agrees to license any other Contractor that the County may have hired to maintain the equipment to use the above-noted documentation.

The County agrees to include the Contractor's copyright notice on any such documentation reproduced, in accordance with copyright instruction to be provided by the Contractor.

32. **Equipment – Title to:** Unless otherwise specified in the Contract, order, or finance plan, title to the equipment shall remain with the Contractor and assigns, if any, until such time as the full purchase prices, applicable taxes, and interest charges, if any, are paid to the Contractor. Title to each machine will be transferred to the County when its purchase price, taxes, and associated interest charges, if any, are paid. Title to a special feature installed on a machine and for which only a single installation charge.
33. **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.
34. **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.
35. **Material, Workmanship, and Acceptance:** All Materials furnished by Contractor in the work shall be new, high-grade, and free from defects. Quality of work shall be in accord with the general accepted standards. Materials, parts, equipment, and work quality shall be subject to County's approval.

Materials and work quality not conforming to the requirement of the Scope of Work shall be considered defective and shall be subject to rejection. Defective work or material, whether in place or not, shall be removed immediately from the site by Contractor, at its expense, when so directed by County.

If Contractor fails to replace any defective or damaged work or material within 48 hours after notice, County may cause such work or materials to be replaced. Replacement expense shall be deducted from the amount to be paid to Contractor.

Where materials are specified by reference to standard specifications of the American Society for Testing Materials (ASTM), American National Standards Institute (ANSI), Builders Hardware Manufacturers Association (BHMA), Federal Specifications, or others, all applicable provisions of the designated specifications shall be considered as forming a part of the Contract documents to the same force and effect as if repeated therein.

36. **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.
37. **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: IED Support Services, LLC
Attn: Richard A. Snider
9701 Taylorsville Road
Louisville, KY 40299
Phone: (502) 267-7436 ext. 1629
Email: dick.snider@atlasied.com

County's Project Manager: JWA/Information Systems
Attn: Jesse Moreno
18601 Airport Way
Santa Ana, CA 92701
Phone: (949) 252-5107
Email: jmoreno@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

38. **OEM Equipment Maintenance Standard:** The Contractor agrees to maintain all equipment according to the original equipment manufacturer (OEM) specifications. The Contractor further agrees that all components will be OEM components. At the termination of the Contract the Contractor guarantees that equipment will meet OEM equipment certification standards.

39. **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.
40. **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.
41. **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.
42. **Prevailing Wage:**
- a. Threshold Requirements for Prevailing Wages: Except for public works project of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar in character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provide in this chapter, shall be paid to all workers employed on a public works.
 - b. Wage Rates: Contractor shall post a copy of the wage rates at the job site and shall pay the adopted prevailing wage rates as a minimum. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the Board of Supervisors has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this Contract from the Director of the Department of Industrial Relations. These rates are on file with the Clerk of the Board of Supervisors. Copies may be obtained at cost at the office of County's OC Public Works/OC Facilities & Asset Management/A&E Project Management or visit the website of the Department of Industrial Relations, Prevailing Wage Unit at www.dir.ca.gov/DLSR/PWD. The Contractor shall comply with the provisions of Sections 1774, 1775, 1776 and 1813 of the Labor Code.
 - c. Apprenticeship Requirements: The Contractor shall comply with Section 230.1(A), California Code of Regulations as required by the Department of Industrial Relations, Division of Apprenticeship Standards by submitting DAS Form to the Joint Apprenticeship Committee of the craft or trade in the area of the site.
 - d. Registration of Contractor: All Contractors and Subcontractors must comply with the requirements of Labor Code Section 1771.1(a), pertaining to registration of contractors pursuant to Section 1725.5. Bids cannot be accepted from unregistered contractors except as provided in Section 1771.1. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. After award of the contract, Contractor and each Subcontractor shall furnish electronic payroll records directly to the Labor Commissioner in the manner specified in Labor Code Section 1771.4.
 - e. Prevailing Wage and DIR Requirement: Awarding agencies are not required to submit the notice of contract award through DIR's PWC-100 system on projects that fall within the small project exemption. The small project exemption applies for all public works projects that do not exceed:

- \$25,000 for new construction, alteration, installation, demolition, or repair.
 - \$15,000 for maintenance.
- f. Payroll Records: Contractor and any Subcontractor(s) shall comply with the requirements of Labor Code Section 1776. Such compliance includes the obligation to furnish the records specified in Section 1776 directly to the Labor Commissioner in an electronic format, or other format as specified by the Commissioner, in the manner provided by Labor Code Section 1771.4. The requirements of Labor Code Section 1776 provide, in summary:
- i. The information contained in the payroll record is true and correct.
 - ii. The employer has complied with the requirements of Labor Code Section 1771, 1811, and 1815 for any work performed by his or her employees in connection with the Contract.
 - iii. The payroll records shall be certified and shall be available for inspection at the principal office of Contractor on the basis set forth in Labor Code Section 1776.
 - iv. Contractor shall inform County of the location of the payroll records, including the street address, city and county, and shall, within five (5) working days, provide a notice of any change of location and address of the records.
 - v. Pursuant to Labor Code Section 1776, Contractor and any Subcontractor(s) shall have ten (10) days in which to provide a certified copy of the payroll records subsequent to receipt of a written notice requesting the records described herein. In the event that Contractor or any Subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to County, forfeit \$100, or a higher amount as provided by Section 1776, for each calendar day, or portion thereof, for each worker to who the noncompliance pertains, until strict compliance is effectuated. Contractor acknowledges that, without limitation as to other remedies of enforcement available to County, upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the California Department of Industrial Relations, such penalties shall be withheld from progress payments then due Contractor. Contractor is not subject to penalty assessment pursuant to this section due to the failure of a Subcontractor to comply with this section.
 - vi. Contractor and any Subcontractor(s) shall comply with the provisions of Labor Code Sections 1771 et seq. and shall pay workers employed on the Contract not less than the general prevailing wage rates of per diem wages and holiday and overtime wages as determined by the Director of Industrial Relations. Contractor shall post a copy of these wage rates at the job site for each craft, classification, or type of worker needed in the performance of this Contract, as well as any additional job site notices required by Labor Code Section 1771.4(b). Copies of these rates are on file at the principal office of County's representative, or may be obtained from the State Office, Department of Industrial Relations ("DIR") or from the DIR's website at www.dire.ca.gov. If the Contract is federally funded, Contractor and any Subcontractor(s) shall not pay less than the higher of these rates or the rates determined by the United States Department of Labor.
- g. Work Hour Penalty: Eight (8) hours of labor constitute a legal day's work, and forty hours (40) constitute a legal week's work. Pursuant to Section 1813 of the Labor Code of the State of California, the Contractor shall forfeit to the County Twenty Five Dollars (\$25) for each worker employed in the execution of this Contract by the Contractor or by any Subcontractor for each calendar day of during which such worker is required or permitted to work more than the legal day's or weeks' work, except that work performed by employees of said Contractor and Subcontractors in excess of the legal limit shall be permitted without the foregoing penalty upon

the payment of compensation to the workers for all hours worked in excess of eight hours per day of not less than 1-12 times the basic rate of pay.

- h. **Apprentices:** The Contractor acknowledges and agrees that, if this Contract involves a dollar amount greater than or a number of working days greater than that specified in Labor Code Section 1777.5, this Contract is governed by the provisions of Labor Code Section 1777.5. It shall be the responsibility of the Contractor to ensure compliance with this Article and with Labor Code Section 1777.5 for all apprenticeable occupations.

Pursuant to Labor Code Section 1777.5 if that Section applies to this Contract as indicated above, the Contractor and any Subcontractors under him employing workers in any apprenticeable craft of trade in performing any work under this Contract shall apply to the applicable joint apprenticeship standards and fixing the ratio of apprentices to journeymen employed in performing the work.

Pursuant to Labor Code Section 1777.5 if that Section applies to this Contract as indicated above, the Contractor and any Subcontractor under him may be required to make contributions to the apprenticeship program.

The Contractor and all Subcontractors under him shall comply with Labor Code Section 1777.6 which Section forbids certain discriminatory practices in the employment of apprentices.

43. **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.

44. **Protection of Restoration of Existing Areas:** Contractor shall be responsible for protection of public and private property adjacent to the work. Contractor shall repair or replace all existing improvements that are damaged or removed as a result of their operation. Repairs and replacements shall be at least equal to existing improvements and shall match them in finish and dimension. All repairs shall be completed with two (2) working days from the date of damage notification unless otherwise approved by County Project Manager.

45. **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 an 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.

46. **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.
47. **Remedies Not Exclusive:** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either party to any other remedies provided by law.
48. **Services Contract – Follow-on Work:** No person, firm, subsidiary or subcontractor of a firm that has been awarded a consulting services contract or a contract which includes a consulting component may be awarded a Contract for the performance of services, the purchase of goods or supplies, or the provision of any other related action which arises from or can reasonably be deemed an end-product of work performed under the initial consulting to consulting-related Contract.
49. **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:
 - A. If it is found that the software product fails to conform to the specifications and the Contractor is unable to remedy the deficiency with 60 days, the County shall return all material furnished hereunder and this Contract shall be terminated.
 - B. 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.
 - C. 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.

50. **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.

51. **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.

52. **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 30 days from the date of receipt of the software products to initially 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.

53. **Software – Inventions, Discoveries, Improvements:** All inventions or discoveries of or improvements to computer programs developed pursuant to this Contract shall be the property of the County. The County agrees to grant a nonexclusive royalty-free license for any such invention, discovery or improvement to the Contractor or to any other such person and further agrees that the contractor or any other such person may sublicense additional persons on the same royalty-free basis.

This Contract shall not preclude the Contractor from developing materials outside this Contract which are competitive, irrespective of their similarity to materials which might be delivered to the County pursuant to this Contract.

54. **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.

55. **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.

56. **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.

57. **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.

58. **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.

59. **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.

60. **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.

61. **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.

62. **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.

63. **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.

64. **Substitution:** The Contractor is required to meet all specifications and requirements contained herein. No substitutions will be accepted without prior County written approval.
65. **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.
66. **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.
67. **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.

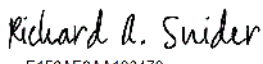
(signature page follows)

Signature Page

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

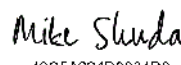
IED SUPPORT SERVICES, LLC*

DocuSigned by:

	Richard A. Snider	General Manager IEDSS	3/14/2024
<small>E150AE3AA188470...</small>	Name	Title	Date

Signature

DocuSigned by:

	Mike Shuda	FO	3/15/2024
<small>43C5A224D8084D8...</small>	Name	Title	Date

Signature

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

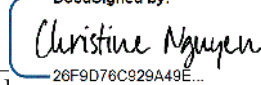
Deputy Purchasing Agent

Signature	Name	Title	Date
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APPROVED AS TO FORM:

County Counsel

DocuSigned by:

By:  _____

Deputy

Name: Christine Nguyen

Date: 3/15/2024

* 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

Contractor shall provide all proprietary hardware, software maintenance and updates; and service support for Public Announcement and Visual Paging System Maintenance for John Wayne Airport's (JWA) Innovative Electronics Designs (IED) equipment used in the airport terminal. Equipment to be covered under this Contract are listed in Attachment C- Onsite Equipment and Spares contained herein to perform.

Services shall include onsite or remote support as determined by the agreed escalation process as defined under section B(11) below. Contractor shall be escorted by County staff to perform work onsite at JWA terminal. Contractor shall provide service support for out-of-warranty products upon County's request.

A. Original Limited Warranty (OEM)

Contractor shall provide warranty for new product and services for three (3) years from date of shipment with support Monday through Friday 8 am – 5 pm Eastern time.

B. Platinum Assurance Plan (PAP)

Contractor shall provide extended warranty for current product and services following the Original Limited Warranty expiration date, including Replacement products supplies by Contractor as listed in Attachment C - Onsite Equipment and Spares. In addition, Contractor shall provide the following:

1. Extended warranty for term contained herein. Reference subsection 2. Term of Contract located under Additional Terms and Conditions.
2. Priority remote technical support (one-hour response 24/7/365)
3. A System Health Check via a Contractor technician with written report is included in years: one (1) and three (3).
4. Priority advance replacement (overnight, if necessary, as determined by Contractor and such determination will not be unreasonably withheld) for all components except the Dell WYSE 5020 Clients. An additional hardware burden-Visual Paging Clients (for non-Contractor components...40 DELL WYSE 5020 thin clients purchased from another source than Contractor) has been added to the overall hardware burden. Contractor agrees to replace up to four (4) of these clients during this agreement term (three [3] years).
5. First Line Responders (Technical Training): three [3] seats in year one (1) and five (5) seats in year three (3). A seat is one training session for 1 person.
6. Software updates (includes updates [bug fixes/patches/service packs]), upgrades, and licensing included
7. Monthly Windows OS Security Updates. Should County decline this feature, County will be solely responsible for any/all audio/visual abnormalities that may result from loading an OS update that has not been vetted, tested, and validated by Contractor. Reference Statement of Responsibility Regarding Windows OS Updates located at Attachment F – Supporting Documents attached hereto.
8. Migration of T-CAS application to new server including the listed hardware in Attachment D - Scheduled Equipment for Replacement and as covered by the Contractor OEM limited Warranty for the (3) years from shipment. Continuing coverage provided during the process of the proposed DANTE upgrade until Contractor components are replaced.
9. Provide County regular PDRP message library updates and Access to Permanent Digital Record Playback (PRDP) message library and updates.
10. Perform scheduled equipment replacement and installation of GLOBALCOM PA upgrade in Year 3. List of equipment located in Attachment D - Scheduled Equipment for Replacement.

11. An Escalation Process:

NOTE: The escalation process is predicated on Contractor trained “First Responders” (referenced in section F. First Line Responders (Technical Training)), and remote access via a dedicated VPN/other remote access process for prompt resolution of County system issues.

Escalation Table		
1	Phone	1-877-433-4335 24/7/365 one (1) hour response line
2	Phone	1-502-267-7436 (8AM-5PM M-F Eastern Time except holidays and weekends) dial “0” and identify yourself as a Contractor Platinum Assurance Plan customer
3	Website	Ticketing portal https://www.atlasied.com/customer-service
4	Email	email to Support@AtlasIED.com .
5	Phone	Dick Snider at 1-502-541-6014 (his cell 24/7/365).

C. Purchase of Services

County agrees to purchase, and Contractor agrees to furnish services (described in Section D, Contractor Requirements) on the equipment which is installed at County’s Facility(ies) subject to all the terms and conditions of this Contract.

1. Definitions: Terms in the Contract are defined in the section Definitions contained herein.
2. Service Disruptions: This Contract is not a contract for insurance and does not guarantee that the covered equipment hereunder will not experience service disruptions. When timely notified by County of a service disruption or equipment failure, Contractor shall work with County to return the equipment to normal operation as outlined in Attachments A, B, and C of this Contract.
3. Volume of Services: County and Contractor understand that, if the volume of services that Contractor will be required to perform under this Contract are in excess of that usually and customarily required within the scope of the equipment to be maintained, Contractor’s obligation is to use its best effort to perform such services.
4. Direct Purchase: During the duration of this Contract, County may purchase equipment directly from Contractor. Reference Attachment B - Payment/Compensation.

D. Contractor Requirements:

1. Service of Equipment: Upon County’s timely notification as outlined in Section D., Contractor shall perform those services described in Attachment A – Scope of Work, for the total fees set forth in Attachment B - Payment/Compensation. The services shall be performed in accordance with Contractor’s standard practices and shall be provided and completed in accordance with the mutually agreed upon schedule.
2. Scheduled For Equipment Replacement: Contractor shall replace the specifically listed system components with new manufactured components, on a recurring scheduled provided this Contract is in effect for at least 12 months beyond the replacement period. The replacement date will be calculated from the time the Contract initially took effect or the date the equipment was last replaced under the replacement schedule or under the PAP warranty, whichever is later. Contractor reserves the right to replace these system components prior to the minimum replacement date. Components eligible for scheduled replacement and the replacement schedule

are specified below. Equipment not covered by scheduled replacement will be covered under the PAP warranty.

Whereas Contractor agrees to commence the PAP warranty prior to the replacement of equipment specified, JWA will agree to the replacement of specified equipment in this section within 30 days from commencement of the PAP warranty date. Contractor agrees that it shall not perform the referenced "System Health Check" until the required equipment replacement are installed. The goal of the PAP warranty is preventative, not reactive; thus, the specified equipment replacement is required to facilitate that preventative goal. Reference Attachment D - Scheduled Equipment for Replacement.

4. Replacement Parts: Upon County's timely notification as outlined in Section E - County Requirements, of any equipment malfunction, Contractor shall with the assistance of the First Line Responder, determine if the equipment/part is defective and, if so, either identify an on-site spare or arrange for an advance hardware replacement to be sent to the facility. Replacement parts become the property of County and inoperative parts shall be returned and become the property of Contractor. On-site part spares shall be listed on Attachment C - Onsite Equipment and Spares as amended from time to time.
5. Service Period for On-Site Services: If Contractor determines that on-site services at County's facility are necessary, Contractor shall provide on-site remedial services to County during regular on-site service hours described in Availability of Service below.
6. Availability of Service:
 - a. **Priority Telephone Technical Support** – Contractor shall provide technical telephone support within one (1) hour of receiving telephone notification from County of equipment malfunction. This priority support will be available, in English, twenty-four (24) hours a day, seven (7) days a week. A Contractor technical support representative shall attempt to resolve County's issue over the telephone, arrange for replacement parts as needed, and coordinate Emergency On-Site Service as necessary, outlined further under subsection C below.
 - b. **Regular On-Site Service Hours** – As part of the scheduled onsite System Health Check, Contractor shall perform on-site services at County Facilities between the Regular On-Site Service Hours of 8:00 am and 4:30 pm, local time, exclusive of Saturdays, Sundays and national holidays. In all cases, Contractor shall attempt to have a technician arrive at County's facility within forty-eight (48) hours, excluding Saturdays, Sundays, and County holidays, during Regular On-Site Service Hours.
 - c. **Emergency On-Site Service** – Emergency On-Site Service shall be performed outside of Regular On-Site Service Hours when the absence of services outside of Regular On-Site Service Hours may result in the absence of required Life Safety Functions and no alternative solution is available. Emergency On-Site Service shall be performed by Contractor when the following conditions are met:
 - County notifies Contractor by telephone or email of an operational failure of covered equipment.
 - County cooperates with Contractor support technician over the telephone or email in determining the cause of the problem and attempts to resolve the problem.
 - As directed by Contractor, the trained and qualified First Line Responder(s) will adjust, modify, or replace the failed equipment with equipment on-site at County's facility or provided by Contractor.
 - Contractor determines the problem as reported cannot be resolved without Contractor on-site visit to County facility.
 - If Contractor determines Emergency On-Site Service is warranted and that County will not support required Life Safety Functions (such determination not to be unreasonably withheld), Contractor will attempt to place a technician on-site at County's facility within

eight (8) hours. If Contractor determines Emergency On-Site Service is warranted but that Contractor's operations do not impact required Life Safety Functions (such determination not to be reasonable withheld), Contractor shall attempt to place a technician on-site at County's facility with twenty-four (24) hours. In all cases, Contractor shall place a technician on-site at County's facility within forty-eight (48) hours.

7. Availability of Training: Contractor shall provide periodic training sessions as outlined in section F. First Line Responders (Technical Training).
8. Third-Party Contractors: Contractor shall have the right to designate a Subcontractor to perform on-site service provided that Subcontractor is certified as trained by Contractor. Where the context requires, the term Subcontractor, shall be substituted for Contractor or, as the context requires, the term Contractor and Subcontractor shall be used collectively. The appointment by Contractor of a Subcontractor shall in no way relieve Contractor of its obligations to County.
9. Annual Inspection: Contractor shall provide an annual inspection of the equipment during each year this Contract is in force and effect; however, a System Health Check shall be required prior to the commencement of the Contract. The annual inspection may be performed either on a single visit to the County's facility or on multiple visits as provided under the PAP warranty. During the annual inspection and System Health Check, Contractor shall confirm the version and update the status of all equipment, including but not limited to system servers, system dependent computers and other system hardware. Contractor shall install any pertinent equipment software updates either on-site or remotely.
10. County Modifications to Equipment: If County, with Contractor's prior approval, causes modifications or interconnections to be made, or accessories, features, or attachments added to the equipment, then services shall be furnished upon mutual agreement (amendment) between Contractor and County and the total scope of service and pricing shall be adjusted accordingly. Reference Attachment B- Payment/Compensation.
11. Previously Installed Equipment: Where equipment covered by this Contract has been in operation for over six (6) months prior to implementation, Contractor shall conduct a system health check and remedial service connected with said check, including any hardware or software modifications or updated required to bring the covered equipment to normal operation.
12. Non-Covered Equipment: Contractor is not obligated to maintain, repair, service, replace, operate or provide any other services or assure the operation of any device, system, property or any other such Non-Covered Equipment that is not listed in Attachment C - Onsite Equipment and Spares attached hereto.
13. Contractor's Modification to Equipment: As part of providing services, Contractor sponsored modifications may be made to the equipment by Contractor. County shall provide time, if required, and ready access for Contractor's personnel to the equipment upon notification from Contractor that such modifications are ready to be made. The time required shall be mutually agreed upon by County and Contractor and shall be in addition to the normal preventative maintenance hours.
14. Title to Tools and Spare Parts: Title to all Contractor provided maintenance tools and critical spare parts listed in Attachment C - Onsite Equipment and Spares shall remain with Contractor, except that upon installation of parts into County owned equipment, title to such parts shall transfer to County.
15. Furnishing of Labor and Materials: Contractor shall furnish all labor, equipment, and materials necessary to the performance of the mentioned services unless otherwise stated in this Contract.
16. Proprietary Rights: Contractor retains all rights to its intellectual property of any kind, including but not limited to patent, trademark, copyright and trade secrets, in any material(s) physically or otherwise transferred to County under any circumstances.

17. Change Orders: Services may be increased or decreased by written amendment executed by Contractor and County.

E. County Requirements

1. Notification and Authorization: County's timely notification (either verbal or written) to Contractor of equipment disruption or fault at County's facility shall trigger Contractor's Obligations under Section D, Contractor Obligations of this contract. Following the act of such timely notification, County authorizes and empowers Contractor to perform or cause to be performed the work necessary to fulfill the terms of this Contract, including but not limited to installation, maintenance, inspection, testing, repair, replacement, and removal of equipment from County's facility.
2. Ownership: County warrants that it is the owner of the equipment to be serviced under this Contract.
3. County Project Manager: The County will designate a County Project Manager to act as its agent for this Contract. The County Project Manager by virtue of this designation is authorized to act for the County in all respects to this Contract. The County Project Manager will provide Contractor with up-to-date contact information for the County Project Manager, Primary Contact(s), for the First Line Responders, and other key individuals, including telephone numbers, fax numbers and email for the inclusion on Attachment A-1 - Contact Information and Facility Location. County will notify Contractor of any changes to the assignment of the primary contacts or for First Line Responders in writing.
4. Primary Contact: The County Project Manager may designate one or more Primary Contact(s) for this Contract. Only designated Primary Contact are authorized to request support from Contractor. Reference Attachment A-1 - Contact Information and Facility Location.
5. First Line Responder(s): The First Line Responder will be responsible for maintaining and communication to Contractor concerning all issues relating to the equipment. Reference Attachment A-1 - Contact Information and Facility Location.
6. First Line Responder Training: County shall designate First Line Responders; County agrees to send these individuals to First Line Responder Training as outlined in section F. First Line Responders (Technical Training).
7. County Supplied Broad Band Internet Access: In order for Contractor to perform the functions required under this Contract it will require an internet connection to the systems covered by the Contract. County shall supply to Contractor a Broad Band Internet Access port for software and diagnostic support of the system. Any firewall equipment required by this access will be supplied by the County unless otherwise noted. This high-speed access will be at no charge to Contractor. Dial up modem support is not acceptable.
8. Storage Space and Utilities: If on-site service or part storage is required, County shall provide, free of charge and with ready access, storage space for maintenance tools and spare parts, working space, heat, light, ventilation, electric current, outlets, and high-speed Internet access for the use of Contractor's service personnel. Such storage space shall be within a reasonable distance from the equipment being serviced.
9. Notice of Equipment Failure: County shall notify Contractor's service personnel immediately upon equipment failure or indication of system faults and shall allow Contractor full and free access to the equipment and the use of necessary data communications, facilities, and equipment at no charge to Contractor, subject to County's security rules.
10. Maintenance of Facility: County shall maintain the facility throughout the term of service identified herein in accordance with the specification established by Contractor including that the location of all Contractor equipment is kept clean and environmentally controlled.

11. County's Maintenance Efforts: County's personnel shall not perform services, including maintenance or attempted repairs, to the equipment while such equipment is being serviced under this Contract, except as specified and approved in advance and in writing by Contractor or as directed by a Contractor support technician.
12. County's Modifications to Equipment: County shall not cause modifications or interconnections to be made, or accessories, attachments, or features to be added to the equipment being serviced by Contractor under this Contract without Contractor's prior written approval. Notwithstanding the above, if properly documented for the benefit of Contractor, County shall be entitled to make mechanical and electrical connections to the equipment without Contractor's prior approval; provided, that if such connections interfere with the normal operation of equipment in a manner which increases Contractor's cost of servicing the equipment or creates a safety hazard, County agrees to remove such connections promptly upon notice from Contractor.
13. Equipment Software Updates and Upgrades: Contractor shall provide software updates and upgrade guidance. County agrees to install all updated and upgrades to equipment software when such updates and upgrades are shipped or otherwise made available to County by Contractor. All such updated and upgrades must be installed by County in order for the applicable equipment software to remain covered under this Contract.
14. Return of Defective Equipment (RMA): County agrees to return all defective equipment using Contractor's UPS #410820 in accordance with Contractor's instructions and published return authorization policy within thirty (30) days or pay for the replacement equipment at the then-current list price. Note: **The above reference UPS # 410820 will only be accepted if Contractor's RMA policy is used.** Prior to the return of any such defective equipment, County must request and receive from Contractor a Return Material Authorization ("RMA") for the return of the Equipment. County will ship such equipment to the address specified by Contractor using Contractor's UPS #410820, in the equipment's original shipping container or in a container of equivalent protective constitution, with the RMA number prominently displayed on the outside of the shipping container. **Contractor reserves the right to reject any shipment that does not have an RMA number prominently displayed on the shipping container.** County is responsible for any risk of loss incurred in shipping. Contractor agrees to return new or repair equipment to County in a similar manner. Contractor will provide all shipping costs on covered equipment.
15. Security: Contractor shall be escorted by County staff to perform work onsite at JWA terminal.
16. Licenses, Approvals, and Fees: County will promptly obtain and provide to Contractor any required licenses, approvals or consents necessary for Contractor's performance of the services.
17. County Network: County is responsible for network and for any/all changes/modifications made thereto. Changes/modifications may create Public Address System (PAS) abnormalities. The County is responsible for any/all diagnostics necessary to bring about stability of the PAS. Contractor shall assist with these diagnostics as prescribed by either/or the prevailing OEM Limited Warranty if in effect, and/or the proposed Platinum Assurance Plan. Reference Statement of End User Network Responsibility Updates located at Attachment F – Supporting Documents..

F. First Line Responders (Technical Training)

1. County shall designate its First Line Responders; County shall send all designated First Line Responders to Contractor-provided training classes at least once during the term of this Contract. County is responsible for transportation to and from the Contractor provided training facility. Reference Tier I Outline and Tier III located in Attachment F – Supporting Documents.
2. If Contractor designates a Subcontractor as a First Line Responder, the First Line Responder will be required to attend an annual class.
3. Contractor will provide the training at an approved training facility, transportation from approved lodging to and from the training facility, meals, and lodging, at no charge to the County as long as

this Contract is in force and effect. Contractor shall attempt to provide additional training events per year allowing the County's designees to meet this requirement. County may send additional designated First Line Responders or other personnel to Contractor sponsored classes. Reference Attachment B - Payment/Compensation.

G. Out-of-Warranty Service Fee Structure and Payment Options

Contractor shall provide out-of-warranty services for current product and services located at JWA terminal not covered in the Original Limited Warranty or Platinum Assurance Plan.

1. This service level covers support Mon-Fri from 8:00 am to 5:00 pm EST only, excluding holidays.
2. 24/7/365 support is only available via Platinum Assurance Plan or Modified Assurance Plans coverage.
3. IED Support Services Contact: Reference: 11. Escalation Process located in section B. Platinum Assurance Plan (PAP)
4. Contact: Keith Hyatt, 1-502-267-7436 X1679 for further assistance.
5. Products, Fee Structure, and Payment Options reference Attachment B - Payment/Compensation and Attachment E - Transportation/Globalcom Series Product Repair Price List. Hereto.

H. Additional Work:

1. Upon County request, Contractor shall submit supplemental proposals for Additional Work not called for under the Scope of Work of this Contract. Contractor must obtain County Project Manager's written approval prior to commencing any additional work.
2. County reserves the right to obtain supplemental proposals from, and use, alternate sources for completion of the additional work and to utilize the data provided under this Contract to obtain necessary services.
3. If County authorizes work by an alternate source, Contractor may be relieved of responsibilities pertaining to the equipment affected by the project while work is being performed and during the subsequent warranty period.
4. Contractor shall continue to provide services to all areas not affected by work provided by alternate sources.
5. Upon completion of any additional work, whether by Contractor or an alternative source, County's Project Manager or designee and Contractor will inspect the finished product at no additional cost to County. Upon mutual acceptance of the additional work, Contractor shall again be responsible for all services originally covered under this Contract and the work performed under this section.

I. Performance

Contractor Shall:

1. Furnish, install and maintain all warning devices, i.e., barricades, cones, etc., required to adequately protect the public, County staff and others during the performance of the work.
2. Furnish all materials required for completion of the work. All materials shall be new, first quality and specifically suited for their specific use.
3. At the site, evaluate the specific materials and labor required to complete the repair or alterations, meet with County Project Manager, or other designated representative, to evaluate a specific project and recommend a potential solution or solutions.

4. Complete all work in accordance with estimate or contact County Project Manager for additional authorization prior to proceeding with the work when the work is estimated to exceed the original estimate by more than 10%.
5. Complete all work within regular working hours. No overtime work shall be performed without the express authorization of County Project Manager or designee. Any overtime work performed without express authorization shall only be paid at regular hourly rates.
6. Perform all work in accordance with generally accepted industry practices for safe and efficient operation.
7. Identify and advise County of any additional repair or maintenance work that may be required.

J. General Conditions:

Contractor Shall:

1. Cooperation – Contractor personnel shall be well-disposed to the public and County staff utilizing the facilities but shall be responsive only to the requests of County Project Manager unless otherwise directed and shall direct all inquiries or requests to County Project Manager.
2. Inspection – All work shall be subject to the inspection and approval of County Project Manager, or designee, prior to the acceptance and approval for payment.
3. Damages – Contractor shall repair, replace, or have the cost for repair or replacement deducted from its payments, at the discretion of County Project Manager, for all damage sustained to County equipment or facilities as a result of Contractor's operations.
4. License/Permits – Contractor shall furnish all pertinent licenses, and permits, and/or pay fees necessary to perform the work under this contract.

K. Security Requirements

Contractor Shall:

1. Comply with the written schedule provided by County, which shall clearly show the specific start and end times for each work day.
2. Report to County Project Manager upon arrival to job site. County Project Manager shall ensure that the work area is clear and ready for work to begin.
3. Follow any special security requirements issued by the County Project Manager or designee.
4. Report immediately all accidents, spills, damage, unusual conditions and/or unusual activities to County Airport Control Desk at (949) 852-4004.
5. Securely close and check all gates and doors to ensure that they are tightly closed and locked.
6. Restrict all activities to the immediate work site and adjacent assigned areas.
7. Ensure that all Contractor vehicles on site shall be locked and thoroughly secured at all times.
8. Ensure that all Contractor tools and materials shall remain in Contractor's possession at all times and shall never be left unattended.
9. Ensure Contractor personnel shall not enter the facility while under the influence of alcohol, drugs or other intoxicants and do not have such materials in their possession.
10. Plan their activities to minimize the number of times they must enter and exit a facility, i.e., transport all tools, equipment, materials needed for the day at the start of work and restrict all breaks to the absolute minimum.

Attachment A-1
Contact Information and Facility Location

I. Contractor Contact Information:

Telephone Numbers: Emergency and Technical Support Telephone Number (24/7) will be issued upon authorization of this Contract. Business Telephone Number: (502) 267-7436

Platinum Assurance Plan email addresses will be issued upon authorization of this Contract.

Emergency and Technical Support E-Mail: dick.snider@atlasied.com

Mailing Address: 9701 Taylorsville Road, Louisville, KY 40299

Contractor Designated Subcontractor Name (if applicable): All communication (telephone, mail, and email) should be directed to Contractor and not designated Subcontractor unless otherwise directed in writing by Contractor.

II. County Contact Information:

A. First Line Responder (s) designated Airport designee (Primary Contact):

1. Jesse Moreno
Phone: (949) 252-5107 or (949) 299-4906
Email: jmoreno@ocair.com
Address: 18601 Airport Way, Santa Ana CA 92707
2. Gerry Gonzalez
Phone: (714) 299-6534
Email: ggonzalez@ocair.com
3. Eric Jara
Phone: (949) 202-8154
Email: ejara@ocair.com
4. Mark Bridgewaters
Phone: (714) 2732513
Email: mbridgewaters@ocair.com
5. Rick Sanchez
Phone: (949) 624-1626
Email: rsanchezz@ocair.com

B. Additional County Call Initiator List:

1. Will Bogdan, IT Manager
Phone: (949) 375-2513
Email: wbogdan@ocair.com
2. John Wayne Airport Service Desk
Phone: (949) 892-4004
Email: OCPW JWA Service Desk: JWAServiceDesk@ocpw.ocgov.com

ATTACHMENT B PAYMENT/COMPENSATION

- A. Compensation:** This is a firm-fixed fee Contract between the County and Contractor for Public Announcement System Maintenance 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.**

B. Fees and Charges:

County will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows:

Public Announcement System Maintenance	Yearly Fee
First Year Maintenance	\$109,117
Second Year Maintenance	\$101,112
Third Year Maintenance	\$106,929

1. The fees for Year 1, 2, and 3 include the PAP Warranty for County existing parts. Reference Attachment C - Onsite Equipment and Spares.
2. The fees for Year 1 and 3 include an annual System Health Check. Reference Attachment A – Scope of Work.
3. The fees for Years 1 and 3 include First Line Responder training. Reference Attachment A – Scope of Work.
4. The fees for Year 1, 2, and 3 include the replacement parts. Reference Attachment D - Scheduled Equipment for Replacement.
5. Payment in Advance annually.

Total Contract Amount Not To Exceed: **\$ 327,000**

C. Out-of-Warranty Service Fee Structure and Payment Options

1. Fee Structure effective 01/01/22:
2. \$550 for first 90 minutes of phone/service support
3. \$400 per additional hour thereafter
4. Payment Options: Required to prevent any delay in our response to you:
5. Current Credit Terms: No additional terms are required if credit terms is currently Contractor. A separate purchase order to Contractor is required.
6. No Credit Term: A credit card is required for phone support if County does not have credit terms the Contractor.

D. Additional Work:

Additional Work	\$ 9,842
-----------------	-----------------

Direct Purchase: Equipment and Parts	10% off MSRP List Price
Labor Rate (onsite)	10% above invoice
First Line Responders (Technical Training Classes)	90% of the published rate

1. Direct Purchase: Equipment and Parts cost shall be 10% off MSRP List Price. Reference Attachment E - transportation/Globalcom series product repair price list.
2. All Contractor products, not listed Attachment A – Scope of Work, will be evaluated and repaired in accordance with Attachment E - Transportation/Globalcom Series Product Repair Price List.
3. Payment in Arrears following County acceptance of completed work.
4. For Work performed onsite, County shall pay no more than the above 10% cost for equipment, rentals and subcontractors. Prior to commencement, Contractor shall provide written price quotes and reimbursable expenses for signature approval to County Project Manager or designee. Contractor shall provide the cost price on all invoice(s) for all materials and reimbursable expenses upon request.

Out-of-pocket expenses, as approved and if requested by County for Contractor travel expenses and reimbursement of candidate travel expenses are billed separately at cost per County of Orange Business Travel and Meeting Policy (based on current GSA per diem guidelines - <https://www.gsa.gov/travel-resources>).

- E. 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.
- F. 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.
- G. 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.
- H. Payment Terms – Payment in Arrears:** Invoices are payable 30 days in arrears, unless otherwise directed in this contract. Invoices are to be submitted 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. Invoices shall be verified and approved by the County 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 County 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.

- I. Payment Terms – Payment in Advance:** Invoices are payable 30 days in advance, unless otherwise directed in this contract. Invoices are to be submitted 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. Invoices shall be verified and approved by the County 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 County 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.

- J. 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.

- K. 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. Order Date/Service Date(s)
- K. Sales tax, if applicable
- L. Freight/delivery charges, if applicable
- M. Total
- N. Current List Price
- O. Percentage of Discount
- P. Final Cost per item

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

County of Orange
John Wayne Airport

MA-280-24011050
Public Announcement System Maintenance

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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 - Onsite Equipment and Spares

Equipment List

PART #	PART DESC	SHIP DATE	QTY SHIP	LINE \$	
IED0540S-2	AMBIENT SENSOR - 2 GANG PLATE	8/6/2010	1	\$270.00	\$270.00
IEDA528FBB	ACS MIC STA 528 FLANGE BACKBOX	8/6/2010	17	\$1,224.00	\$1,224.00
IED0540S-2	AMBIENT SENSOR - 2 GANG PLATE	12/16/2010	47	\$12,690.00	\$12,690.00
IEDA528FBB	ACS MIC STA 528 FLANGE BACKBOX	4/21/2011	14	\$1,008.00	\$1,008.00
IEDA528FBB	ACS MIC STA 528 FLANGE BACKBOX	4/28/2011	48	\$3,456.00	\$3,456.00
IEDA528LD-H	ACS MIC STA 528 LOCKING DOOR	4/28/2011	2	\$4,050.00	\$4,050.00
IEDA528SRM-H	ACS MIC STA 528 RACKMOUNT W/SPEAKER	7/28/2011	1	\$2,420.00	\$2,420.00
IEDT9032LVIO	TITAN 32 LOGIC / VOLTAGE INPUT/OUTPUT CA	9/22/2011	1	\$1,800.00	\$1,800.00
IEDA528SRM-H	ACS MIC STA 528 RACKMOUNT W/SPEAKER	9/26/2011	1	\$2,420.00	\$2,420.00
IEDA528HDT-H	ACS MIC STATION 528 VERTICAL DESKTOP HAN	4/6/2012	4	\$1,930.00	\$1,930.00
IEDA528VDT-H	ACS MIC STATION 528 VERTICAL DESKTOP HAN	4/6/2012	8	\$1,930.00	\$15,440.00
IEDA528HFM-H	ACS MIC STA 528 ALL DIGITAL HORIZ FLUSH	9/27/2012	86	\$1,850.00	\$159,100.00
IEDT6471L	6000 400 WATT X 1CH 70V OUTPUT (120VAC)	9/27/2012	14	\$750.00	\$10,500.00
IEDT6472L	6000 200 WATT X 2CH 70V OUTPUT (120VAC)	9/27/2012	26	\$1,125.00	\$29,250.00
IEDT9032NS	TITAN 32 INPUT NOISE SENSOR INTERFACE	9/27/2012	4	\$1,800.00	\$7,200.00
IEDT9160L	TITAN POWER AMP MAINFRAME 16CH + BACKUP	9/27/2012	4	\$7,300.00	\$29,200.00
IED0590KDS	COMP SYSTEM KEYBOARD 101 KEY W/LCD SCRIN	11/3/2014	1	\$1,684.00	\$1,684.00
IED1112PS	GLOBALCOM RACK 12V PWR SUPPLY	11/3/2014	1	\$1,250.00	\$1,250.00
IED1112PSM	GLOBALCOM RACK 12V PWR SUPPLY MODULE	11/3/2014	1	\$450.00	\$450.00
IED1112PS	GLOBALCOM RACK 12V PWR SUPPLY	5/12/2017	1	\$1,050.00	\$1,050.00
IED0591D-CLIENT	COMPUTER SYSTEM - CLIENT	10/16/2017	3	\$5,301.00	\$5,301.00
IED0591RU-S5	COMPUTER SERVER WITH RAID5	4/30/2019	1	\$3,701.38	\$3,701.38
IED0590KDS	COMP SYSTEM KEYBOARD 101 KEY	1/9/2020	1	\$1,567.63	\$1,567.63
IP108	GLOBALCOM NETWORK PROCESS	6/16/2021	2	\$21,514.00	\$21,514.00
IEDA528VFM-H	ACS MIC STA 528 ALL DIGITAL HORIZ FLUSH		4	\$1,850.00	\$7,400.00
IEDT6471L	6000 400 WATT X 1CH 70V OUTPUT (120VAC)	9/27/2012	14	\$750.00	\$10,500.00

IEDT6472L	6000 200 WATT X 2CH 70V OUTPUT (120VAC)	9/27/2012	26	\$1,125.00	
IEDT9032NS	TITAN 32 INPUT NOISE SENSOR INTERFACE	9/27/2012	4	\$1,800.00	
IEDT9160L	TITAN POWER AMP MAINFRAME 16CH + BACKUP	9/27/2012	4	\$7,300.00	
IEDA528FBB	ACS MIC STA 528 FLANGE BACKBOX	8/6/2010	17	\$1,224.00	
IED0540S-2	AMBIENT SENSOR - 2 GANG PLATE	12/16/2010	47	\$12,690.00	
IEDA528FBB	ACS MIC STA 528 FLANGE BACKBOX	4/21/2011	14	\$1,008.00	
IEDA528FBB	ACS MIC STA 528 FLANGE BACKBOX	4/28/2011	48	\$3,456.00	
IEDA528LD-H	ACS MIC STA 528 LOCKING DOOR	4/28/2011	2	\$4,050.00	
IEDA528SRM-H	ACS MIC STA 528 RACKMOUNT W/SPEAKER	7/28/2011	1	\$2,420.00	
IEDT9032LVIO	TITAN 32 LOGIC / VOLTAGE INPUT/OUTPUT CA	9/22/2011	1	\$1,800.00	
IEDA528SRM-H	ACS MIC STA 528 RACKMOUNT W/SPEAKER	9/26/2011	1	\$2,420.00	
IEDA528HDT-H	ACS MIC STATION 528 VERTICAL DESKTOP HAN	4/6/2012	4	\$1,930.00	
IEDA528VDT-H	ACS MIC STATION 528 VERTICAL DESKTOP HAN	4/6/2012	8	\$1,930.00	
IEDA528HFM-H	ACS MIC STA 528 ALL DIGITAL HORIZ FLUSH	9/27/2012	86	\$1,850.00	
IEDA528VFM-H	ACS MIC STA 528 ALL DIGITAL HORIZ FLUSH		4	\$1,850.00	
IED0590KDS	COMP SYSTEM KEYBOARD 101 KEY W/LCD SCRIN	11/3/2014	1	\$1,684.00	\$1,684.00
IED1112PS	GLOBALCOM RACK 12V PWR SUPPLY	11/3/2014	1	\$1,250.00	\$1,250.00
IED1112PSM	GLOBALCOM RACK 12V PWR SUPPLY MODULE	11/3/2014	1	\$450.00	\$450.00
IED1112PS	GLOBALCOM RACK 12V PWR SUPPLY	5/12/2017	1	\$1,050.00	\$1,050.00
IED0591D-CLIENT	COMPUTER SYSTEM - CLIENT	10/16/2017	3	\$5,301.00	\$5,301.00
IED0591RU-S5	COMPUTER SERVER WITH RAID5	4/30/2019	1	\$3,701.38	\$3,701.38
IED0590KDS	COMP SYSTEM KEYBOARD 101 KEY	1/9/2020	1	\$1,567.63	\$1,567.63
IP108	GLOBALCOM NETWORK PROCESS	6/16/2021	2	\$21,514.00	\$21,514.00
Reduce Year 3 BOM by new product under OEM					\$36,518.01

ANNUAL	GCK3.0M	for three years	6	\$661.23	\$3,967.38
ANNUAL	IPSEM	for three years	15	\$10.39	\$155.85
ANNUAL	HDEPLM	for three years	264	\$23.37	\$6,169.68
ANNUAL	TCAS-LIC	for three years	3	\$1,494.65	\$4,483.95

Attachment D

Scheduled Equipment for Replacement

MODEL NUMBER	DESCRIPTION	QUANTITY	PRICE	Temp Transportation Surcharge	UNIT PRICE	EXTENDED PRICE
IP216-C	GLOBALCOM CONTROLLER CNET	2 EA	\$38,826.99		\$38,826.99	\$77,653.98
IED0590KDS	COMP SYSTEM KEYBOARD 101 KEY	2 EA	\$6,996.99		\$6,996.99	\$13,993.98
IED550CS-H	GLOBALCOM IP T.SCREEN	2 EA	\$6,885.99		\$6,885.99	\$13,771.98
IED5400CS-SRM	ACS MIC STA 5400 RACKMOUNT	2 EA	\$2,600.99		\$2,600.99	\$5,201.98
IED0636A2L1	READSPEAKER TTS GATE16-70 LNG1	1 EA	\$17,029.99		\$17,029.99	\$17,029.99
IED0636L-ENG	READSPEAKER TTS US ENGLISH	1 EA	\$4.99		\$4.99	\$4.99
IED0636XLIC	READSPEAKER TTS ADD'L CNTRLR	1 EA	\$1,179.99		\$1,179.99	\$1,179.99
IED0752	TCAS MIGRATION TO NEW SERVER	1 EA	\$4,775.00		\$4,775.00	\$4,775.00
IED0750	TRIP TO SITE EXPENSE	1 EA	\$5,655.00		\$5,655.00	\$5,655.00
IED0778	TRIP TO SITE SERVICE	1 EA	\$23,800.00		\$23,800.00	\$23,800.00
Tax Excluded Line Total						\$163,066.89
Discount %						\$-16,306.69
Total Quote						\$146,760.20
						USD

Attachment E**TRANSPORTATION/GLOBALCOM SERIES PRODUCT REPAIR PRICE LIST**

Items on this price list qualify for repair at a fixed price. Items that require replacement that are not covered under warranty are not covered by this repair price. AtlasIED will notify customers if the product is not repairable and they will have the option to purchase a new or refurbished unit (if available.) Effective: December 1, 2023.

If an out of warranty AtlasIED product is found to be non-repairable, Contractor shall charged a diagnostic charge of \$300.00.

All AtlasIED products, not listed in Attachment A -Scope of Work, will be evaluated and repaired to the best of Contractor's ability. A repair evaluation charge of \$500.00 will be applied to this equipment, plus time and materials. Contractor shall make every possible attempt to service County equipment, however some components used in the manufacturing of this equipment may no longer be available and may limit Contractor's ability to make needed repairs.

Address: 4545 E. Baseline Rd, Phoenix, AZ 85042, USA

email: support@atlasied.com

ACS CONTROLLERS	
DESCRIPTION	MSRP
5400 Series Controller	\$1,870.00
IP Series Controller	\$1,870.00
IP Series Controller w/CobraNet or Dante Sound Card	\$2,524.50

POWER AMPLIFIER CARDS	
DESCRIPTION	MSRP
Analog Amplifier Cards	\$1,572.50
Titan Series Line Driver Cards	\$391.00
Titan Series Amplifier Cards	\$892.50
TitanOne Amplifier Cards	\$612.00

MICROPHONES	
DESCRIPTION	MSRP
Hand Held/Gooseneck Mics	\$399.50

MICROPHONE STATIONS

DESCRIPTION	MSRP
No Button Digital Mic Station	\$255.00
4 Button Digital Mic Station	\$612.00
528 Series Mic Station (No Expansion Board)	\$1,190.00
528 Series Mic Station (With Expansion Board)	\$1,360.00
528 Series Rackmount Mic Station	\$1,742.50
Touchscreen Mic Station	\$1,011.50
16 Button Mic Station	\$807.50

POWER SUPPLIES	
DESCRIPTION	MSRP
Rack Power Supply System w/one Modular Supply	\$909.50

AMPLIFIER FRAMES	
DESCRIPTION	MSRP
DNA	\$1,972.00
Titan Series	\$6,800.00
TitanOne Series Frame	\$3,230.00
TitanOne Series CPU Card	\$1,173.00

AMBIENT ANALYSIS	
DESCRIPTION	MSRP
Ambient Sensor	\$187.00

SINGLE RACK UNITS	
DESCRIPTION	MSRP
Digital Audio Bridge	\$1,411.00
5404 Digital zone manager	\$1,266.50
5432 Digital zone manager	\$2,618.00
Titan 16 In x 16 Out DSP	\$4,930.00
Titan 16 Form-C relay interface	\$1,062.50
Titan 32 In x 32 Out DSP	\$6,247.50
Titan 32 Channel Logic/Voltage I/O Collector	\$1,360.00
Titan Ambient Noise Sensor Collector - 32 Chan	\$1,360.00
Titan 32 Form-C Relay Interface	\$1,402.50

Titan 16 Noise, 16 Logic, 8 Relay Interface	\$1,530.00
Titan 16 In x 16 Out Zone Output Processor	\$4,887.50

END OF LIFE/END OF PRODUCTION				
(EOL/EOP units are only available for repair under a current AtlasIED Support Services Assurance Plan.)				
DESCRIPTION				MSRP
EOL/EOP 500ACS Power Supply Card				\$1,105.00
EOL/EOP 500ACS CPU Card				\$1,105.00
EOL/EOP GLOBALCOM® 1RU Computer w/CobraNet® Sound Card				\$3,102.50
EOL/EOP GLOBALCOM® 1RU Computer				\$1,870.00
EOL/EOP ACS Mic Interface Card				\$1,062.50
EOL/EOP ACS Zone Output Card				\$5,185.00
EOL/EOP ACS Relay Card				\$1,232.50
EOL/EOP ACS Mic Sta 500 Series				\$2,762.50
EOL/EOP ACS Mic Sta 500 Exp Series				\$892.50
EOL/EOP ACS DRP Paging Router Card				\$4,462.50
EOL/EOP ACS Mic Sta 508 Series				\$3,655.00
EOL/EOP ACS Mic Sta Single Telephone				\$1,827.50
EOL/EOP ACS Mic Sta Dual Telephone				\$3,655.00
EOL/EOP ACS CPU Card				\$3,655.00
EOL/EOP ACS Digital Networking Card				\$3,655.00
EOL/EOP Titan Monitor/Test Point Collector - 32 Chan				\$1,445.00

Attachment F
CONTRACTOR SUPPORTING DOCUMENTS

1. ATS005750B Statement of End User Network Responsibility 072921
2. ATS005854D Statement of Responsibility Regarding Windows OS Update 072821
3. First Line Responders Training - Tier I Outline
4. First Line Responders Training - Tier III Outline

Attachment G

COUNTY OF ORANGE INFORMATION TECHNOLOGY SECURITY STANDARDS

STATEMENT OF END USER NETWORK RESPONSIBILITY

AtlasIED provides network based Public Address Systems (PAS) deployed on a wide variety of networks at end user facilities worldwide. As such, a primary factor, directly impacting the reliability of the PAS, is a properly configured, reliable, and stable network on which the PAS resides/functions.

AtlasIED is not responsible, and thus, shall have no liability, for either (a) the end user's network requirements, including without limitation, those related to the overall performance, security, and other pertinent network criteria, or (b) the end user's facility network infrastructure, including without limitation, the hardware and/or software utilized for the network on which the PAS resides. AtlasIED relies solely upon the end user's network owner/manager for the design, provision, configuration, and maintenance of the network, in a manner that enables proper PAS function ability/functionality. If the network on which the PAS resides is improperly designed, configured, or maintained, or malfunctions due to a failure, or undergoes changes or/ modifications, then impacts to the reliability, functionality, or stability of the PAS can be expected. This can result in PAS system anomalies that are outside the control of AtlasIED. In such instances, AtlasIED can be a resource to support the end user's network owner/manager in diagnosing the problems and attempting to restore the PAS to a fully functioning and reliable state. However, for network-related issues, AtlasIED may look to the end user to recover costs associated with such support activities. For those end-users covered by either the prevailing AtlasIED OEM Limited Warranty and/or an AtlasIED Assurance Plan, and upon request by the end user, AtlasIED will collaborate with all parties (AtlasIED certified integrators and/or end users) to provide limited assistance with network diagnostics at no additional cost to the end user. The extent and nature of this assistance will be based on the specific scenario. Under these programs, AtlasIED will solely determine when/if applicable charges for technical support will be applied. Out of warranty end users, and/or those not covered by an Assurance Plan will be assisted as technical support is available and applicable charges for that technical support will apply.

In cases of a cyber-attack on an end user network resulting in the infection of an AtlasIED component, AtlasIED will not assist with "fixing" the component once infected. If no other option is available, we will wipe the component clean and reload factory settings at the current AtlasIED hourly configuration fee.

AtlasIED will not be liable for any consequences or damages, whether actual, direct, indirect, exemplary, special, consequential, or otherwise, for any end user network upon which a PAS resides/functions that is not properly configured, reliable, and/or stable.

STATEMENT OF RESPONSIBILITY REGARDING WINDOWS® OS UPDATES

The Windows® operating systems on AtlasIED GLOBALCOM™.IP based products which include the IP100 Series products and the DELL server platforms, are updated at the time of initial installation of the AtlasIED software with the latest AtlasIED approved Windows® updates prior to shipment. The Windows® operating system on 1151 and 1152 server-based systems are updated at the time of initial installation of the AtlasIED software with the latest, pertinent Windows® updates available at the time of the initial software installation.

In either case, once the initial installation of AtlasIED software and Windows® updates are complete, Windows® updates are then turned off. Additionally, AtlasIED does not recommend automatic installation of future Windows® updates as this could adversely affect system function or cause system restarts on its own. AtlasIED periodically, or on any special as-needed basis, reviews security updates for Windows IoT for our GLOBALCOM™.IP products, and releases update packages suitable for off-line installation. Other versions of Windows®, such as Windows® Server, running non-GLOBALCOM™.IP systems on hardware platforms such as Dell servers can be updated if desired from standard Microsoft internet resources. If the owner of AtlasIED system(s) elects to install additional Windows® updates, that owner is responsible for all installation and testing of said updates. In the event that such update(s) cause system functional abnormalities, AtlasIED can provide technical advice and assistance.

AtlasIED will solely determine when/if applicable charges for technical advice and assistance will be applied. Out of warranty end users, and/or those not covered by an Assurance Plan, will be assisted as technical support is available and applicable charges for that technical support will be applied.

Globalcom Tier III Training

- I. GLOBALCOM Server integration (interface)
 - a. Enhanced or Automated Paging
 - i. Actions initiated by network command
 - ii. Database driven configuration
 - b. Legacy Software for Configuration
 - i. Enterprise
 - ii. Prizm
 - iii. PRIZM Database (SQL)
 - c. Duplicate configuration requirement (Enterprise)
 - i. Controllers
 - ii. Mic Stations
 - iii. Zonegroups
 - d. Database configuration and System setup
 - i. Flight Data
 - ii. Gate Setup
 - iii. FAS Setup
 - iv. Advanced Setup
 - e. GLOBALCOM FLIGHT**
- II. Flight Announcement System
 - a. Automated Boarding announcements
 - b. Flight management (User Demo)
 - i. Board Flight
 - ii. Gate Changes
 - iii. Delays
 - iv. Cancelations
- III. TCAS
 - a. Client /Server based
 - i. Client Setup
 - 1. Physical
 - 2. Zone Access
 - 3. Login
 - ii. TTS Engine Configuration
 - iii. Template Configuration
 - iv. Variable Config
- IV. Director
 - a. Custom Developed
 - b. Fully Customizable
 - i. Airport Example
 - ii. Transit Example
 - iii. Hospital Example
 - iv. School Campus Example

Globalcom Tier I Training

- I. Introduction
 - a. Controllers
 - i. IP100
 - ii. IP108
 - iii. IP116
 - iv. Server-Based
 - v. Lifeline Controller
 - b. Network
 - i. Switches versus Routers
 - ii. PoE
 - iii. RTP/VoIP Audio
 - c. GCK Software
 - i. Overview of GCK Tabs
- II. Foundations of GLOBALCOM
 - a. Inputs - **Mics**
 - i. Telephone Interface
 - ii. Schedules
 - iii. Logic
 - iv. Mic Stations
 - v. Server Driven
 - b. Outputs – **Zones**
 - i. Audio
 - ii. Visual
 - iii. Relay
 - c. **Zone Groups**
 - d. **Recorded Takes**
 - i. Add/Remove a Take
 - 1. Take Text
 - 2. Adjust Levels
 - ii. Import/Export a Library
 - iii. Send to Devices
 - e. **Announcement Classes**
 - i. Priority
 - ii. Ready/max/warning time
 - iii. Emergency Flag
 - iv. Flasher Color
 - v. Advanced attributes (covered in Tier II)
 - f. **Actions**
 - i. Live Announce
 - ii. Recorded Announce
 - iii. Intercom

- iv. Other actions
 - g. Events Overview
 - i. Multiple Actions from 1 input stimulus
 - ii. Demo
- III. Initial System Startup
 - a. Controller Setup Items
 - i. IP/ Network
 - ii. System Number
 - iii. Soundcard Setup (More Detail in Tier II)
 - iv. Text to Speech Engine Config
 - v. LifeLine Setup (Stand Alone course)
 - vi. Remote Systems (More Detail in Tier II)
 - b. Add Configure Output Devices
 - i. IPx Endpoints
 - 1. IPx Features and functions
 - 2. IPx overview
 - a. Connections
 - b. Web GUI
 - i. Test/ID Device
 - ii. Set IP to Fixed/DHCP
 - iii. Adjust colors/Brightness
 - iv. Update Firmware
 - 3. Add IP Endpoint Group
 - a. Broadcast Group
 - b. Based on Logical groups of devices
 - c. Configure Group Attributes
 - 4. Add IPx Device
 - a. Assign to a group
 - b. Description
 - c. Access Code
 - d. Levels
 - 5. IPx maintenance
 - a. Atlas Discover
 - i. Batch Update process
 - ii. Relays as a zone out (Controller LIR)
 - iii. Visual Display (Not IPx) (covered in detail in TierII)
 - i. IPx Endpoints
 - c. Create IPx New Zone Groups
 - d. Add/Configure Input Devices
 - i. SIP Telephone Integration Types
 - 1. Internal Only
 - 2. External Extensions
 - 3. External Trunks

- 4. SIP Extension configuration
 - a. Direct Actions
 - b. Prompting Templates
 - i. Template configuration
 - ii. Schedule Profiles and Calendar
 - 1. Schedule Profiles
 - 2. Apply Profile to calendar
 - 3. Today's Schedule
 - iii. Scheduled Actions
 - 1. Daily
 - 2. Weekly
 - 3. Monthly
 - 4. Yearly
 - iv. Logic Inputs
 - 1. Controller LIR logic Config
 - 2. 1516LI (LI-e)
 - 3. 1522LR
 - a. Mic Number
 - b. Logic initiated Actions
 - i. On Actions
 - ii. Off Action
 - iii. Indefinite repeated Annchs
 - v. Mic Stations (Covered in Tier II)
- IV. System Supervision
 - a. Faults
 - i. Active
 - ii. Suppressed
 - iii. Relay Triggers
- V. Email Setup
 - a. Email Lists
 - b. Email Faults option
- VI. SAFE Software notifications (Stand Alone Class Topic)
 - a. SAFE Server setup
 - b. SAFE Client setup
 - c. SAFE Event Setup

Conclude Tier I

Contract Summary Form

OC Expediter Requisition #: 1630687

IED Support Services, LLC.

SUMMARY OF SIGNIFICANT CHANGES

1. Overall contract: updated to standard County format
2. Non-Discrimination: updated standard County language. Pages 5-8.
3. Insurance: updated standard County language, coverage similar to current contract.
4. Scope of Work: addition of Platinum Assurance Plan. Page 37.
5. Costs: Total Contract Amount Not To Exceed: \$327,000. Three-year increase of \$191,557 over the previous contract.
 - a. Year one: \$63,904 increase to \$109,117.
 - b. Year two: \$61,512 increase to \$101,112.
 - c. Year three: \$66,141 increase to \$106,929.
6. Term: no changes from previous contract.
7. Any other significant material changes:
 - a. Attachment A-1 Contact Information updated
 - b. Attachment C Onsite Equipment and Spares updated
 - c. Attachment D Scheduled Equipment for Replacement
 - d. Attachment E Product Repair Price List
 - e. Attachment F Contractor Supporting Documents
 - f. Attachment G County of Orange Information Technology Security Provisions

SUBCONTRACTORS

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

This contract, due to the nature of the services, could require the addition of subcontractors. In order to add subcontractor(s) to the contract, the provider/contractor must first seek express consent from the department. Should the addition of a subcontractor impact the scope of work and/or contract amount, the department will bring the item back to the Board of Supervisors for approval.

CONTRACT OPERATING EXPENSES

Indirect costs are unknown. Examples of JWA's indirect costs include:

1. Administrative
 - a. Reviewing vendor's invoices and validating work

- b.** Attending recurring contract review meetings
 - c.** Reviewing vendor's documentation and change requests
 - d.** Escorting vendor's staff when providing on-site support
- 2.** Technical
 - a.** Coordinating projects and system updates

JWA IT does not track these costs separately from its daily administrative activities.