



**REGIONAL COOPERATIVE AGREEMENT (RCA)**  
**CONTRACT NUMBER MA-017-16010236**  
**BETWEEN**  
**COUNTY OF ORANGE, COUNTY PROCUREMENT OFFICE**  
**AND**  
**CARAHSOFT TECHNOLOGY CORPORATION**  
**FOR SOFTWARE AND RELATED PRODUCTS AND SERVICES**

This Agreement, hereinafter referred to as "Contract" is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California; hereinafter referred to as "County" and Carahsoft Technology Corporation with a place of business at 1860 Michael Faraday Drive, Suite 100, Reston, VA 20190 hereinafter referred to as "Contractor", which are sometimes individually referred to as "Party", or collectively referred to as "Parties".

**ATTACHMENTS**

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

Attachment A - Scope of Work  
Attachment B – Compensation, Pricing and Payment  
Attachment C – OC Information Technology Security Policy  
Attachment D – The Cooperative Purchasing Network (TCPN #R150402)

**RECITALS**

**WHEREAS**, Region 4 Education Service Center has issued The Cooperative Purchasing Network Contract #R150402, herein after refer as "TCPN" with Carahsoft Technology Corporation for Software and Related Products and Services now in effect; and

**WHEREAS**, the County desires to enter into a Contract with Contractor to provide the County with Software and Related Products and Services; and

**WHEREAS**, Contractor agrees to provide Software and Related Products and Services to the County in accordance with the terms, conditions and pricing of TCPN, incorporated by this reference, and this Contract including the attached Scope of Work, identified and incorporated herein as Attachment A – Scope of Work; and

**WHEREAS**, County agrees to pay Contractor the fees in accordance with TCPN and Attachment B – Compensation, Pricing and Payment incorporated herein; and

**NOW, THEREFORE**, the Parties mutually agree as follows:

**ARTICLES**

**General Terms and Conditions:**

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of 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 trial to another County.
- B. **Entire Contract:** This Contract, including all Attachments which are attached hereto and incorporated herein by this reference, when accepted by the Contractor either in writing or by the shipment of any article or other commencement of performance hereunder, 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 his designee, hereinafter "Purchasing Agent."

- 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 Contract 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.
- 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 scope 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. Overshipments and undershipments 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 the County: 1) acceptance shall not be deemed complete unless in writing and until all the services have actually been received to the satisfaction of County, and 2) payment shall be made in arrears of the services procured, after satisfactory acceptance.
- G. **Warranty:** Contractor expressly warrants that the services covered by this Contract are fit for the particular purpose for which they are intended. Acceptance of this order shall constitute a Contract upon Contractor's part to indemnify, defend and hold County and its indemnittees as identified in paragraph "P" below, and as more fully described in paragraph "P", harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the 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 "P" below, it shall indemnify, defend and hold County and County Indemnittees 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, but not limited to, attorney's fees, costs and expenses.
- I. **Assignment or Sub-Contracting:** 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 or

sub-contracted by Contractor without the express written consent of County. Any attempt by Contractor to assign or sub-contract the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.

- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to all the penalties imposed for a violation of Section 1720 et seq. of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to terminate this Contract without penalty immediately with cause or after thirty (30) days' written notice without cause, unless otherwise specified. Cause shall be defined as any 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 obligations except for payment of any unpaid invoices for goods or services that have been accepted by the County.
- 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. **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.
- N. **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.
- O. **Performance:** Contractor shall perform 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 services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; 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; and, if permitted to subcontract, shall be fully responsible for all work performed by sub-contractors.
- P. **Insurance Provisions** Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

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

All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a zero (0) by the appropriate line of coverage. Any self-insured retention (SIR) or deductible in an amount in excess of \$25,000 (\$5,000 for automobile liability), which shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management upon review of Contractor's current audited financial report.

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

#### **Qualified Insurer**

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

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

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

<b>COVERAGE</b>	<b>MINIMUM LIMITS</b>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers Compensation	Statutory
Employers Liability Insurance	\$1,000,000 per occurrence

#### **Required Coverage Forms**

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

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

### **Required Endorsements**

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

- 1) An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange its elected and appointed officials, officers, agents and employees as Additional Insureds.
- 2) A primary non-contributing endorsement evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees.

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

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

The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

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

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

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

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

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

### **Certificate Holder Information**

The County of Orange has contracted with Ebix RCS to monitor insurance certificates and endorsements for compliance with the above requirements. Upon initial award of a Contract, the certificate(s) and endorsement(s) should be forwarded to the agency/department address listed on the solicitation. The County will forward these documents to Ebix RCS on your behalf. Ebix RCS may contact you to advise you of deficiencies and request corrected documents. Please

cooperate with their request for information or corrections in order for the County to continue your Contract through the expiration date.

- Q. **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 "P" 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.
- R. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
- S. **Change of Ownership:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this 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 County.
- T. **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 thirty-six (36) hours of the start of the delay and Contractor avails himself of any available remedies.
- U. **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.
- V. **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 "P" above, Contractor agrees that it shall defend, indemnify and hold County and County Indemnities harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- W. **Freight (F.O.B. Destination):** 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.
- X. **Pricing:** The Contract bid price shall include full compensation for providing all required services in accordance with required specifications, or services as specified herein or when applicable, in the scope of work attached to this Contract, and no additional compensation will be allowed therefore, unless otherwise provided for in this Contract.
- Y. **Intentionally Left Blank.**
- Z. **Terms and Conditions:** Contractor acknowledges that it has read and agrees to all terms and conditions included in this Contract.



- AA. **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.
- BB. **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.
- CC. **Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
- DD. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorney's fees, costs and expenses.
- EE. **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 has 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 affect the purpose of the Parties and this Contract.
- FF. **Authority:** The Parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.
- GG. **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, consultants and sub-contractors 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 employee, consultants and subcontractors 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.
- HH. **Indemnification Provisions:** 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.

- II. **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 no more than once annually and 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.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this Contract shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the County's project manager

**Additional Terms and Conditions:**

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure Software and Related Products and Services from Contractor as further detailed in the Scope of Work, Attachment A.
2. **Contract Term:** This Contract shall commence upon execution of all necessary signatures, and continue to be effective through and including **May 31, 2018**, unless otherwise terminated by County. This Contract may be renewed, by mutual written Contract of both Parties. Renewal may be contingent upon renewal of TCPN Contract #R150402. The County does not have to give a reason if it elects not to renew.
3. **Cooperative Agreements:** All County Subordinate Contracts must be issued before the Regional Cooperative Agreement end term expires. However, delivery of the products or completion of the services may be after the Contract end term expires (unless otherwise specifically stated in the Contract), but must be as provided for in the Contract and as specified in the County Subordinate Contract.
4. **Regional Cooperative Agreement (RCA) – County-Wide Use:** This Contract is to be used as a Regional Cooperative Agreement against which using agencies/departments will procure goods/services based on the fixed pricing, and terms and conditions of this RCA. Contractor will be required to fulfill all mutually agreed upon goods/service order(s) placed by any County agency/department. For the Contractor's full and complete performance of its obligations under this Contract, the County shall compensate the Contractor as set forth herein. County agencies/departments will make goods/service requests in their own names, will have deliveries made to their facilities, and will be responsible for making and approving payments for routine processing by the County of Orange Auditor-Controller.



Invoices are to be submitted to the user agency/department to the bill-to address, unless otherwise directed in this Contract. The Contractor shall reference the agency/department's Master Agreement (MA) on the invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility of providing an acceptable invoice rests with the Contractor.

The Contractor will be responsible for providing each agency/department a copy of the Regional Cooperative Agreement upon request.

The Contractor is required to maintain a list of the agencies/departments that have used this Regional Cooperative Agreement, including a list of the dollar volumes spent, and shall provide this report on a quarterly basis to the originating County entity.

**5. Compliance with County Information Technology Policies and Procedures:**

**Policies and Procedures:** Contractor, its subcontractors, the Contractor personnel, and all other agents and representatives of Contractor, will at all times comply with and abide by all Information Technology (IT) policies and procedures of the County that are provided or made available to Contractor that reasonably pertain to Contractor (and of which Contractor has been provided with advance notice) in connection with Contractor's performance under this Contract. Contractor shall cooperate with the County in ensuring Contractor's compliance with the IT policies and procedures attached hereto as Attachment C and as adopted by the County from time-to-time, and any material violations or disregard of such IT policies or procedures shall, in addition to all other available rights and remedies of the County, be cause for termination of this Contract. In addition to the foregoing, Contractor shall comply with the following:

- a. **Security and Policies:** All performance under this Contract, shall be in accordance with the County's security requirements, policies, and procedures as set forth above and as modified, supplemented, or replaced by the County from time to time, in its sole discretion, by providing Contractor with a written copy of such revised requirements, policies, or procedures reasonably in advance of the date that they are to be implemented and effective (collectively, the "Security Policies"). Contractor shall at all times use industry best practices and methods with regard to the prevention, detection, and elimination, by all appropriate means, of fraud, abuse, and other inappropriate or unauthorized access to County systems accessed in the performance of services in this Contract.
- b. **Information Access:** The County may require all Contractor personnel performing services under this Contract to execute a confidentiality and non-disclosure Contract concerning access protection and data security in the form provided by County. The County shall authorize, and Contractor shall issue, any necessary information-access mechanisms, including access IDs and passwords, and in no event shall Contractor permit any such mechanisms to be shared or used by other than the individual Contractor personnel to whom issued. Contractor shall provide each Contractor Person with only such level of access as is required for such individual to perform his or her assigned tasks and functions. All County systems, and all data and software contained therein, including County data, County hardware and County software, used or accessed by Contractor: (a) shall be used and accessed by such Contractor solely and exclusively in the performance of their assigned duties in connection with, and in furtherance of, the performance of Contractor's obligations hereunder; and (b) shall not be used or accessed except as expressly permitted hereunder, or commercially exploited in any manner whatsoever, by Contractor, at any time.
- c. **Enhanced Security Procedures:** The County may, in its discretion, designate certain areas, facilities, or systems as requiring a higher level of security and access control. The County

shall notify Contractor in writing reasonably in advance of any such designation becoming effective. Any such notice shall set forth in reasonable detail the enhanced security or access-control procedures, measures, or requirements that Contractor shall be required to implement and enforce, as well as the date on which such procedures and measures shall take effect. Contractor shall fully comply with and abide by all such enhanced security and access measures and procedures as of such date.

- d. **Breach of Security:** Any breach or violation by Contractor of any of the foregoing shall be deemed a material breach of a material obligation of Contractor under this Contract and may be deemed an incurable and material breach of a material obligation of Contractor under this Contract resulting in termination.
  - e. **Conduct on County Premises:** Contractor shall, at all times, comply with and abide by all reasonable policies and procedures of the County (or that may be established thereby, from time to time) that pertain to conduct on the County's premises, possession or distribution of contraband, or the access to, and security of, the Party's real property or facilities, to the extent that the Contractor has been provided with a copy of each such policy or procedure. Contractor shall exercise due care and diligence to prevent any injury to persons or damage to property while on the other Party's premises. The operation of vehicles by either Party's personnel on the other Party's property shall conform to posted and other applicable regulations and safe-driving practices. Vehicular accidents occurring on a Party's property and involving either Party's personnel shall be reported promptly to the appropriate Party's personnel. Each Party covenants that at all times during the Term, it, and its employees, agents, and Subcontractors shall comply with, and take no action that results in the other Party being in violation of, any applicable federal, state, and local laws, ordinances, regulations, and rules. Each Party's personnel shall clearly identify themselves as the appropriate Party's personnel and not as employees of the other Party. When on the other Party's premises, each Party's personnel shall wear and clearly display identification badges or tags, as approved by the other Party.
  - f. **Security Audits:** Each Contract Year, County may perform or have performed security reviews and testing based on an IT infrastructure review plan. Such testing shall ensure all pertinent County security standards as well as any customer agency requirements, such as federal tax requirements or HIPPA.
6. **Authorization Warranty:** The Contractor represents and warrants that the person executing this Contract on behalf of and for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.
7. **Breach of Contract:** The failure of either Party 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 non-breaching Party 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;
  - b. Afford the breaching Party written notice of the breach and ten calendar days or such shorter time that may be specified in this Contract within which to cure the breach; and
  - c. Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
8. **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.

9. **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 shall 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.
10. **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 relatives; sub-tier Consultants; and third Parties associated with accomplishing work and services hereunder. The Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the County.
11. **Conflict with Existing Law:** The Contractor and the County agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either Party having knowledge of such term or provisions shall promptly inform the other of the presumed non-applicability of such provision. Should the offending provision go to the heart of the Contract, the Contract shall be terminated in a manner commensurate with interests of both Parties to the maximum extent reasonable.
12. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may also be contingent upon the receipt of funds from, and/or appropriation of funds by, the state of California to County. If such funding and/or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty, except for payment obligations.
13. **Contingent Fees:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees of the Contractor or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.  
  
For breach or violation of this warranty, the County shall have the right to terminate this Contract in accordance with the termination clause and at its sole discretion to deduct from the price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee from the contractor.
14. **Contractor Bankruptcy/Insolvency:** If either Party should be adjudged bankrupt or should have a general assignment for the benefit of its creditors or if a receiver should be appointed on account of the insolvency, the other Party may terminate this contract.
15. **Contractor’s Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the

performance of work and services under this Contract. The County will not provide free parking for any service in the County Civic Center.

16. **Contractor's Power and Authority:** The Contractor warrants that it has the full power and authority to grant the rights herein granted and will hold the County hereunder harmless from and against any loss, cost, liability and expense, including reasonable attorney fees, arising out of any breach of this warranty. Further, the Contractor avers that it will not enter into any arrangement with any third Party which might abridge any rights of the County under this Contract.
17. **Contractor Staff:** In addition to the rights set forth in Paragraph 16, County and Contractor Project Manager, above: the County's Project Manager shall have the right to request the removal and replacement of any of Contractor's personnel from providing services to the County under this Contract. The County's Project Manager shall notify the Contractor's Project Manager in writing of such action. The Contractor shall accomplish the removal of the specified personnel within fifteen (15) calendar days after written notice by the County's Project Manager.
18. **County and Contractor Project Manager:** The County shall appoint a Project Manager to act as liaison between the County and the Contractor during the term of this Contract. Contractor shall appoint a Project Manager to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. Contractor's 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. 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 three (3) calendar days after written notice by the County's Project Manager. The County is not required to provide any reason, rationale or factual information in the event it elects to request the removal of Contractor's Project Manager from providing services to the County under this Contract.
19. **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 shall 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.
20. **Debarment:** Contractor shall certify that neither Contractor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency. Where Contractor as the recipient of federal funds, is unable to certify to any of the statements in the certification, Contractor must include an explanation with their bid/proposal. Debarment, pending debarment, declared ineligibility or voluntary exclusion from participation by any Federal department or agency may result in the bid/proposal being deemed non-responsible.
21. **Delivery Location – No Loading Dock:** Delivery locations may not have loading docks. Contractor is required to make all necessary arrangements for lift trucks or other means necessary to complete delivery. Inside delivery to secured facilities may be required.
22. **Disputes:**
  - a. 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 Purchasing Agent by way of the following process:

1. The Contractor shall submit to the County Agency/Department Project Manager assigned buyer a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
  2. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.
- b. 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 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

23. **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 shall 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 shall 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 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 shall be returned to Contractor for correction.
24. **Fiscal Appropriations:** This Contract is subject to and contingent upon applicable budgetary appropriations being made by the County of Orange Board of Supervisors for each year during the term of this Contract. If such appropriations are not forthcoming, the Contract will be terminated without penalty. Contractor acknowledges that funding or portions of funding for this Contract may also be contingent upon the receipt of funds from, and/or appropriation of funds by, the state of California to County. If such funding and/or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty, except for payment obligations.
25. **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 services which the Contractor agreed to supply. 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.

26. **Legal Entity:** Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this Contract shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the County's Project Manager.
27. **Lobbying:** On best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, the Contractor to any person for influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
28. **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.
29. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, 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 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: Carahsoft Technology Corporation  
Attn: Jack Dixon  
1860 Michael Faraday Drive, Suite 100  
Reston, VA 20190 Attn: Ellen Lord, Contracts Director

County: County of Orange  
CEO/County Procurement Office  
Attn: Yarida Guzman, Deputy Purchasing Agent  
1300 S. Grand Ave., Bldg. A, 2nd Floor  
Santa Ana, CA 92705-4434

30. **OEM Equipment Maintenance Standard:** Contractor agrees to maintain all equipment according to the original equipment manufacturer (OEM) specifications. The Contractor further agrees that all components shall be OEM components. At the termination of the Contract the Contractor guarantees that equipment shall meet OEM equipment certification standards.
31. **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. Order dates take precedence over delivery dates. Contractor must clearly identify the order date on all invoices to County.
32. **Orderly Termination:** 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 execution of the Contract. In addition, each Party shall assist the other Party in orderly termination of this Contract and the transfer of all aspects, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.
33. **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 remains 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 Contractor without the express written consent of the County.

34. **Parking for Delivery Services:** The County of Orange will not provide free parking for delivery services.
35. **Precedence:** The Contract documents consist of this Contract and its attachments and exhibits. 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 articles of this Contract, and then the attachments.
36. **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 the County unless otherwise agreed to by both Parties.
37. **Reports/Meetings:** Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this Contract. The County's Project Manager and the Contractor's Project Manager shall meet on reasonable notice to discuss the Contractor's performance and progress under this Contract. If requested, the Contractor's Project Manager and other project personnel shall attend all meetings. Contractor shall provide such information that is requested by the County for the purpose of monitoring progress under this Contract.
38. **Security:**

**Security of County Data**

Contractor ensures that its personnel who have access with the County data meet the necessary background checks, as conveyed to Contractor, and adhere to the County's security requirements defined below. The Contractor's personnel shall not view any human readable data unless authorized in writing by the County.

**a. Deliverables and Documents**

As this Contract may involve the Contractor having direct access to County proprietary information, IT staff, and systems; the County has outlined various deliverables and documents in relation to County Data Security that shall be provided by Contractor to the County within thirty (30) days of Contract Start Date. The County shall review these deliverables and documents prior to final approval and actual access to the resources or transfer of any information related to this Contract.

Deliverables and Documents to be provided by Contractor as follows:

**i. Staff Related Items**

- Pre-Employment Screening Policy/Procedure
- Background Checking Procedure
- Staff Roster and Duties
- Non-US Staffing Duties

ii. Security Related Items

- I.T. Security Staff Usage Policy
- I.T. Security Policies and Procedures
- I.T. Operations Security Policy
- Document & Intellectual Property Management Policies

iii. IT Systems Related Items

- Policies Related to Data, Tapes, and Resources that will be removed from County Facility
- Policies Related to Access to County Data Internally or Via Remote Access

b. **Contractor Staff Related Requirements**

i. Pre-Employment Application

For any employee that the Contractor contemplates using to provide Services for County, Contractor shall use its standard employment criteria used for similar services or contracts. At a minimum, subject to the requirements of applicable law, such criteria shall include the Service Employee's:

- Relevant Skills, Licenses, Certificates, Registrations. Each employee must possess the educational background, work experience, skills, applicable professional licenses, and related professional certificates commensurate with their position. County may, at any time at its sole discretion, request Contractor to demonstrate compliance with this requirement as applicable to the nature of the services to be offered by the Contractor's employee. County may, at its sole discretion, also request Contractor's certification that its employee has undergone a chemical/drug screening, with negative results, prior to granting unescorted access authorization at County's facilities.

ii. Background Checks Requirements

In accordance with applicable law, Contractor shall obtain a background investigation on any employee selected to work for County as a condition of employment, if so requested by County. The security and background investigation shall include criminal record checks, consisting of any criminal records of any conviction in the U.S. or such other relevant jurisdiction where the employee resides. Costs for background investigations shall be borne by the Contractor. At a minimum, subject to the requirements of applicable law, Contractor shall ensure that:

- All Contractor's employees performing the applicable Services or supporting Contractor's duties and obligations under this Contract, regardless of employee's location,, they have not been convicted of any crime involving violence, fraud, theft, dishonesty or breach of trust under any laws to the extent permitted by law.
- In addition to its own efforts, Contractor shall follow such verification procedures as may be reasonably specified by County from time to time. If either Party becomes aware that any such Contractor's employee has been convicted of a crime involving violence, fraud, theft, dishonesty or breach of trust, is included on any such list, then Contractor shall promptly remove such employee from providing such services to County and prohibit such employee from entering any facilities at which the Services are provided.

c. Employee Reviews

Staff Roster: Contractor shall provide an updated monthly list showing all named individuals, their location, and Contract duties to County, and no other individuals shall have access to County intellectual properties, activities or systems. This list shall not supersede any other time and attendance requirements. Changes to the list shall be reviewed in advance as much as possible to reduce risk.

Non-US Citizens: Contractor shall obtain and maintain all visas, passports, permits and other documentation necessary for Contractor's employees who are not United States citizens and are working in the US and who may be required to perform Services.

d. Security Related Requirements

Information Security Practices to be undertaken by Contractor in the provision of services to County. These practices are consistent with County's staff/data and IT Security Policies and Procedures as communicated to Contractor. Unless otherwise stated expressly herein, all requirements for compliance to County's data and IT Security Policies and Procedures apply to all Contractor's Service Employees, including approved subcontractors.

County shall document Security Policies and Procedures and shall communicate such updates to the Security Policies and Procedures from time to time during the term of this Contract.

e. Contractor Security Policies and Procedures

Contractor shall provide disclosure of and maintain enforcement of their company Security policies. These policies shall include but not be limited to the following:

IT Security staff usage Policy: All staff related to this County Contract shall sign and agree to an IT usage policy as part of a security training and awareness program. Contractor staff shall sign a statement Contract to comply with; understanding of IT internet dangers and security threats, IT ethics and best practices,

IT Security Policies and Procedures: Contractor shall provide their company standard for IT Security Policies and Procedures for review by County.

IT Operations Security Policy: The Contractor shall provide for review by County their standard for operational security for any facilities where County data, staff or systems shall exist. These documents shall include but not be limited to, physical security, network security, logical security, Systems/platform security, wireless access, remote access, and data protections.

Data Management Security Policy: Contractor shall provide their policy for the safeguard and management of all data provided by County or accessed as part of system integration test. These policies shall cover check-in, check-out, copy control, audit logs and separation of duties.

Document & Intellectual Property (IP) Management Policies – Contractor shall provide their policies for the proper control and management of County IP through the term of this Contract.

Security Incident notification and management Process: The Contractor shall provide a detailed document which outlines the names, order and escalation events which shall occur in the case of a security breach concerning County staff, data, or systems. Contractor shall update this document immediately upon any change, and Contractor shall be held liable to the time-tables and protections outlined.

f. IT System Related Requirement

Contractor shall comply with the County and Contractor Security Policies and Procedures, and develop and execute security practices consistent with the Security Policies and Procedures provided by County. Without limitation to the foregoing, Contractor shall:

- Develop and maintain, as applicable to County, documented IT security processes and procedures that are in compliance with those provided by County.
- Provide all security policies and procedures to County for review and approval upon County's request and, at a minimum provide said policies and procedures quarterly for County's review and approval. All documentation shall be provided in electronic format for County's review.
- Comply with regulatory requirements as they relate to County's systems and data, which, as of the effective date, include but are not limited to Health Insurance Portability and Accountability Act (HIPAA), SB1386 compliance, Payment Card Industry (PCI), and Sarbanes-Oxley (SOX).
- Comply with County data classification, including County "Proprietary", "Confidential" and "Sensitive".
- Bear the cost of compliance for changed Security Policies and Procedures.
- Comply with reasonable requests by County for audits of security measures, including those related to ID and password administration.
- Comply with reasonable requests by County for physical inspections on site where Contractor provides Services.
- Provide County with any annual audit summaries and certifications, including but not limited to ISO or SOX audits.
- Designated a single point of contact to facilitate all IT security activities related to the services of this Contract. Such contact shall be available on a 7/24/365 basis.

g. IT Security – Physical Security and Access Control

With respect to County's facilities, Contractor shall comply with County's security requirements and establish processes and procedures that are, at a minimum, consistent with best practices.

h. IT Security – Training and Compliance

Contractor shall ensure that all Service Employees are trained on security measures and practices, including, without limitation, County's Security Policies and Procedures, as may be updated by County from time to time. The cost of providing training shall be borne by the Contractor.

Contractor shall ensure that all Service Employees comply with the Security Policies and Procedures, and shall take all reasonable measures to reduce the opportunity for unauthorized access, transmission, modification or misuse of County's data by Service Employees. At a minimum, Contractor shall:

- Ensure that a formal disciplinary process is defined and followed for Service Employees violating the Security Policies and Procedures.
- Proactively manage and administer access rights to any equipment, software and systems used to provide services to County.

- Define, maintain and monitor access controls, ranging from physical access to logical security access, including a monthly review of Service Employees' access to facilities and systems used to provide services to County.

Contractor shall monitor facilities, systems and equipment to protect against unauthorized access as follows:

- Monitor access to systems, investigate apparent security violations and notify County of such, including routine reporting on hacking attempts, penetrations and responses.
- Maintain data access control and auditing software, and provide adequate logging, monitoring, and investigation of unusual or suspicious activity.
- Initiate immediate corrective actions to minimize and prevent the reoccurrence of attempted or actual security violations.
- Document details related to attempted or actual security violations and provide documentation to County.
- Provide necessary documentation and evidence to County in connection with any legal action or investigation.
- Contractor shall ensure that all equipment used to provide Services to County shall have anti-virus software with the latest patches installed.

39. **Stop Work:** The County may, at any time, by written stop work order to the Contractor, requires Contractor to stop all or any part of the work called for by this Contract for a period of 90 working days after the stop work order is delivered to 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, 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 working days after a stop work order is delivered to Contractor or within any extension of that period to which the Parties shall have agreed, the County shall either:
- a. Cancel the stop work order; or
  - b. Terminate the Contract in whole or in part in writing as soon as feasible. County is not required to provide thirty (30) days' notice of the termination of the Contract to Contractor if a stop work has been issued by County.
40. **Usage Reports:** Contractor shall submit usage reports as requested by County. Contractor shall provide usage reports within fourteen days of such request. The usage report shall include all information requested by County, in a format specified by County and mutually agreed to by the Contractor.
41. **Validity:** The invalidity in whole or in part of any provision of this contract shall not void or affect the validity of any other provision of the contract.
42. **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 TO FOLLOW

**SIGNATURE PAGE**

The Parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

**CARAHSOFT TECHNOLOGY CORPORATION**

<u>Carole Aben</u>	<u>President</u>
Print Name	Title
<u>[Signature]</u>	<u>11/5/15</u>
Signature	Date
<u>Jillian Denny Szczepank</u>	<u>Controller</u>
Print Name	Title
<u>[Signature]</u>	<u>11/5/15</u>
Signature	Date

*\*If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth.*

*The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President*

*The second corporate officer signature must be one of the following: 1) Secretary; 2) Assistant Secretary; 3) Chief Financial Officer; 4) Assistant Treasurer.*

*In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.*

\*\*\*\*\*

**COUNTY OF ORANGE, a political subdivision of the State of California**

<u>Yarida Guzman</u>	<u>Deputy Purchasing Agent</u>
Print Name	Title
<u>[Signature]</u>	<u>11.9.15</u>
Signature	Date

\*\*\*\*\*



## ATTACHMENT A SCOPE OF WORK

### I. BACKGROUND

The County is comprised of 24 Agencies/Departments and over 17,500 employees located throughout the County. The County's core businesses are public safety, public health, environmental protection, regional planning, public assistance, social services and aviation.

### II. SCOPE OF WORK - GENERAL

Contractor is to provide County with the products and/or services in accordance with the Cooperative Purchasing Network Contract (TCPN) # R150402.

Contractor shall submit proposals/quotes for products and/or services being offered on the TCPN Contract. Contractor shall provide proposals/quotes in accordance with the pricing set forth in the TCPN Contract.

County shall be responsible for developing and finalizing specification and/or Scope of Work requirements for all goods and/or services obtained under this TCPN contract.

County reserves the right to obtain proposals/quotes from multiple contractors from the TCPN contract # R150402. In addition, County reserves the right to utilize alternate sources for acquisition of products and/or services.

**\*\*Contractor must obtain an executed Contract prior to providing products and/or services to the County.\*\***

### III. SCOPE OF WORK – DOCUSIGN (eSignature) SPECIFIC

Contractor is to provide Countywide DocuSign Electronic Signature (Digital Transaction Management (which includes e-signature)) solution system, which includes "DocuSign Digital Transaction Management (which includes e-signature) subscription service, customer support, training, and professional services" (hereinafter refer as "Digital Transaction Management (which includes e-signature) solution system). The DocuSign Digital Transaction Management (which includes e-signature) solution will serve as a tool to be used by County of Orange to obtaining signatures for internal and external documents or from designated signees.

Contractor's Digital Transaction Management (which includes e-signature) solution will enable internal and external users to review and electronically sign and/or approve all types of documents and forms on-site and remotely. Countywide implementation will be optional, each County Agency/Department will determine if DocuSign Digital Transaction Management (which includes e-signature) solutions services meet their needs.

### IV. DEFINITIONS

- a. Account: A unique account established by County to enable its Authorized Users to access and use the Subscription Service, and where applicable, other DocuSign Products.
- b. Administrative User: Administrative User is able to invite individuals to become Authorized Users of the Subscription Service, as well as establish usage privileges for each Authorized User. The Administrative User may log in to the System and access the Account administration tools.
- c. Authorized User: Any employee or agent of County, identified by a unique email address and user name, who is registered under the Account, provided that no two (2) persons may register or use the Subscription Service as the same Authorizer User.
- d. County Site Coordinator/Project Leader: Each County Agency/Department shall appoint a Site Coordinator to work and coordinate efforts with Contractor on all aspects of the services,

implementation and set-up for DocuSign Digital Transaction Management (which includes e-signature) solution system.

- e. DMCA: Digital Millennium Copyright Act.
- f. DocuSign API: This is the application programming interface that supports interoperability of applications with the Subscription Service.
- g. DocuSign Products: The Products and services identified on an Order Form, such as the Subscription Service, and other Contractor offerings.
- h. eContract: This refers to a contract, notice, disclosure, or other record or document deposited into the System by County for processing using the Subscription Service.
- i. Electronic Signature or Digital Transaction Management (which includes e-signature): These are legally binding and formalizes the content of an electronic document. All 50 States accept Digital Transaction Management (which includes e-signature)s.
- j. Electronic document: All kinds of documents and transactions, including but not limited to contracts and agreements, forms and orders, etc., written in any type of document format, .docx, .pdf, .xlsx, .txt, etc.
- k. Envelopes: This is an electronic record containing one or more documents consisting of a single page or a group of pages of data uploaded to the system. This is also referred as "Sends"
- l. Indemnified Parties: The Party, as the case may be, whether Contractor or County, being indemnified under Section HH from a third Party claim, including its employees, directors, agents and representatives.
- m. Order Form (Work Order): The schedule that sets forth the pricing, features and options of the DocuSign Products selected by County. An Order Form is not binding until it is duly executed by both Contractor and County, at which point it becomes incorporated into and part of the Contract.
- n. Professional Services: This refers to integration consulting or assistance, custom development, training transition and similar ancillary services that are set forth in a Work Order as described in Sections VI and VII.
- o. Seat: This is defined as a natural person manually preparing and sending envelopes. Seats may not be used for automated batch or bulk sending of Envelopes.
- p. Specifications: This refers to technical specifications set forth in the County Contract Services, under Section V "Contractor Services", Provision 4 "Subscription Service Specifications".
- q. Subscription Service: This refers to DocuSign's cloud based Digital Transaction Management subscription service, which provides online display, certified delivery, acknowledgement, electronic signature, and storage services for documents via the internet.
- r. Support Tier 2: Direct access to Senior Technical resource as part of Standard support escalation process.
- s. System: This refers to the software systems and programs, the communication and network facilities, and the hardware and equipment used by Contractor or its agents to provide the Subscription Service.
- t. Transaction Data: This refers to the metadata associated with an Envelope (such as transaction history, image hash value, method and time of Envelope deletion, sender and recipient names, email addresses and signature IDs) and maintained by Contractor in order to establish the digital audit trail required by the Subscription Service.

- u. Technical Customer Support Manager: Technical staff trained on customer use cases, workflows and technology. Fluent in API, Connectors and complex troubleshooting. The Go-To for technical questions, issues reporting and escalations. The escalation path to DocuSign Engineering, Customer Solution Architects (CSA) and Professional Services.
- v. Upgrade/Enhancements: This refers to all upgrades, enhancements and implementation, without limitation of any and all releases that will support Digital Transaction Management (which includes e-signature) solution system to serve its purpose as per the terms of this Contract.

## **V. CONTRACTOR RESPONSIBILITIES AND GENERAL REQUIREMENTS**

- a. Contractor shall perform the services in accordance to with the laws, statutes, ordinances, policies, DMCA and the Scope of Work.
- b. Contractor's Digital Transaction Management (which includes e-signature) solution system shall enable preparation, execution and management of transactions in an all-digital environment.
- c. The Parties agree that subcontracting shall be allowed for the software and software support. Contractor shall subcontract and/or work in conjunction with DocuSign for the purchase, installation and software support services.
- d. Contractor shall be an authorized reseller or dealer for DocuSign Electronic (Digital Transaction Management (which includes e-signature)) solution.
- e. Contractor shall certify that it is a Manufacturer Authorized Retailer for State & Local government entities and that it has the certification/specialization level required by the Manufacturer to support both the product sale and product pricing, in accordance with all applicable Manufacturer certification/specialization requirements.
- f. Contractor shall provide DocuSign Digital Transaction Management (which includes e-signature) solution customer support as described, but not limited to, the items listed in this Scope of Work.
- g. Contractor's Digital Transaction Management (which includes e-signature) solution system shall meet or exceed County Information Technology Security with a minimum of 256 bit encryption, tamper proof seals and an all-inclusive choice of signer authentication methods.
- h. Contractor shall work with each County Agency/Department Site Coordinator/Project Leader to customize, build and deploy their respective Digital Transaction Management (which includes e-signature) solution initial set up based on their data and needs.
- i. Contractor's Digital Transaction Management (which includes e-signature) solution will integrate with County's Global Active Directory for County user's authentication.
- j. Contractor must have the capability to generate various reports, such as but not limited to, Envelope Reports, Recipient Reports, and Usage Reports.

## **VI. SUBSCRIPTION SERVICES:**

### **a. Subscription**

- i. During the term and subject to these terms and conditions, County shall have the right to obtain an account and register its Authorized Users, who may access and use the Subscription Service, and Contractor will provide the Subscription Service in accordance with the Subscription Service Specifications listed in this attachment Contract. The right to use the Subscription Service is limited to Authorized Users, and County may not resell or otherwise provide or assist with the provision of the Subscription Service to any third Party.

#### **a) Subscription Service Specifications**

- i. Contractor will establish an Account for each Subscriber, as requested and authorized

by County, and at least one (1) account for a staff to be registered as an Administrative User.

- ii. Contractor will assign Administrative User rights to designated County staff as determine by each County Site Coordinator. The Administrative User will be able to invite individuals to become Authorized Users, as well as to establish usage privileges for each Authorized User.
- iii. To use the Subscription Service, each Authorized User must accept the invitation to join the Subscriber's Account, including the creation of a user ID and password. No two persons may register, access or use the Subscription Service as the same Authorized User.
- iv. Contractor will consent Authorized Users to use the Account to transmit document images into the System via an encrypted internet connection. This action may also include transmission of information including, but not limited to: the email address of the intended recipients, the Authentication Measures for each recipient to access the documents, and the precise locations within the documents where a recipient must initial or sign the documents.
- v. Contractor will assure all document images and supporting information transmitted to the System are secured using industry standard encryption along with other industry standard Information Technology security and procedures.
- vi. Contractor's Digital Transaction Management (which includes e-signature) solution system will send a notification to each intended recipient to alert the recipient to alert the recipient that he/she has a document to review and/or sign.
- vii. Contractor's Digital Transaction Management (which includes e-signature) solution system will use a standard web browser, where the recipient must log into the system, authenticate-himself/herself according to the steps established by the Authorized User, and review and sign the documents.
- viii. Contractor's Digital Transaction Management (which includes e-signature) solution system will route the documents, once these have been signed by all intended recipient, and notify all Parties that the transaction is complete, and the final signed documents are made available for distribution as PDF files. These PDF files may be downloaded and stored locally in an electronic format, or printed for paper storage.
- ix. Contractor requires the following minimum software and hardware to fully utilize the Subscription Service. These requirements include:

**a. AUTHORIZED USER (SENDER) REQUIREMENTS**

- 1) **Operating Systems:** Windows® XP; Windows Vista™; Windows® 7; Windows® 8; Windows® 10; Mac OS X®
- 2) **Browsers:** Final release versions of Internet Explorer® 7.0 or above (Windows only); Mozilla® Firefox® 15.0 or above (Windows and Mac); Safari™6.0 or above (Mac OS only); Google Chrome® 20.0 or above (Windows and Mac).
- 3) **Mobile Applications:** Apple iOS® 6.0 and above. Android™2.3 or above. Windows 10.
- 4) **Mobile Sending:** Apple iOS® 6.0 and above. Android™2.3 or above. Windows 10.

- 5) **Screen Resolution:** 1024 x 768 minimum
- 6) **Enabled Security Settings:** Allow per session cookies. Users accessing the Internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection.
- 7) Pre-release (e.g., beta) versions of operating systems and browsers are not supported

**b. RECIPIENT (SIGNER) REQUIREMENTS**

- 1) Reviewing and electronically signing documents within the Subscription Service requires the following minimum hardware and software requirements:
- 2) **Operating Systems:** Windows® XP; Windows Vista™; Windows® 7; Windows® 10; Mac OS X®
- 3) **Browsers:** Final release versions of Internet Explorer® 7.0 or above (Windows only); Mozilla® Firefox - Current Version (Windows and Mac); Safari™6.2 or above (Mac OS only); Google Chrome® - Current Version.
- 4) **Mobile Signing:** Apple iOS® 6.0 or above. Android™4.0 or above. Windows® 10.
- 5) **PDF Reader:** Acrobat® or similar software may be required to view and print PDF files.
- 6) **Screen Resolution:** 1024 x 768 minimum.
- 7) **Enabled Security Settings:** Allow per session cookies

**ii. Subscription Plans and Usage**

- a) The Subscription Service is sold on the basis with a minimum of annual prepaid subscriptions, and may be limited by usage ("Envelope Allowance"), or by the number of Authorized Users ("Seats"), or both. Optional features, such as Authentication Measures or fax-back services, may be purchased on a subscription or per-use basis, as set out in the Order Form., accompanied by a written notification from County in form of an Amendment.
- b) **Subscription Term Allowance:** Minimum of 12 months up to a maximum of 36 months
- c) Under an Envelope Allowance Subscription, County is allowed to send the number of Envelopes specified in the Order Form during the Term. The total number of Envelopes used is the sum of all Envelopes that have been sent for signature or for certified delivery from the Account. An Envelope will be deemed consumed at the time it is sent by an Authorized User, whether or not it has been received by any recipients or any recipients have performed any actions upon any eContract in the Envelope. Powerforms are considered Envelopes within an Envelope Allowance Subscription, and will be deemed consumed at the time they are "clicked" by any end user regardless of whether or not any actions are subsequently performed upon such Envelope. All Envelopes used in excess of the Envelope Allowance during the Term will incur a per-Envelope charge that will be invoiced on a monthly basis.
- d) Under a Seat Subscription, County is allowed to manually send Envelopes from the number of Seats specified in the Order Form during the Term. A Seat is defined as a natural person manually preparing and sending Envelopes. Seats may not be used for automated batch or bulk sending of Envelopes, including through the DocuSign APL.

The number of Seats is determined by the total number of active Authorized Users listed in the membership of an Account at any one time. No two individuals may log onto or use the Subscription Service as the same Authorized User, but County may unregister or deactivate Authorized Users and replace them with other Authorized Users without penalty, so long as the number of active Authorized Users registered at any one time does not exceed the number of Seats purchased. If County adds more Authorized Users than the number of Seats purchased in an Order Form, then additional charges of one Seat per additional Authorized User for the remainder of the Term will become immediately due and payable.

- iii. In addition, Contractor's provision of the Subscription Service is conditioned on County's acknowledgement and agreement to the following:
  - a) The Subscription Service facilitates the execution of documents between the parties to those documents. Nothing in this Contract may be construed to make Contractor a party to any eContract processed through the Subscription Service, and Contractor makes no representation or warranty regarding the transactions sought to be effectuated by any eContract.
  - b) Between Contractor and County, County has exclusive control over and responsibility for the content, quality, and format of any eContract. All documents stored by Contractor are maintained in an encrypted form, and Contractor has no control of or access to their contents.
  - c) If County elects to use one or more of the optional features designed to verify the identity of the intended recipient of an eContract that Contractor makes available to County ("Authentication Measures"), Contractor shall apply only those Authentication Measures selected by County, but makes no representations or warranties about the appropriateness of any Authentication Measure. Further, Contractor assumes no liability for:
    - i. Inability or failure by the intended recipient or other Party to satisfy the Authentication Measure
    - ii. Circumvention by any person, other than Contractor, of any Authentication Measure.
    - iii. Certain types of Contracts and documents may be exempt from electronic signature laws (e.g. wills and agreements pertaining to family law), or may be subject to specific regulations promulgated by various government agencies regarding electronic signatures and electronic records. Contractor is not responsible or liable to determine whether any particular eContract is subject to an exception to applicable electronic signature laws, or whether it is subject to any particular agency promulgations, or whether it can be legally formed by electronic signatures.
    - iv. Determining how long any contracts, documents, and other records are required to be retained or stored under any applicable laws, regulations, or legal or administrative agency processes. Further, Contractor is not responsible for or liable to produce any of County's documents or other documents to any third Parties.
    - v. Certain consumer protection or similar laws or regulations may impose special requirements with respect to electronic transactions involving one or more "consumers," such as (among others) requirements that the consumer consent to the method of contracting and/or that the consumer be provided with a copy, or access to a copy, of a paper or other non-electronic, written record of the transaction.



Contractor does not and is not responsible to: (a) determine whether any particular transaction involves a "consumer;" (b) furnish or obtain any such consents or determine if any such consents have been withdrawn; (c) provide any information or disclosures in connection with any attempt to obtain any such consents; (d) provide legal review of, or update or correct any information or disclosures currently or previously given; (e) provide any such copies or access, except as expressly provided in the Specifications for all transactions, consumer or otherwise; or (f) otherwise to comply with any such special requirements.

County undertakes to determine whether any "consumer" is involved in any eContract presented by its Authorized Users for processing, and, if so, to comply with all requirements imposed by law on such documents or their formation.

iv. **ECONTRACT STORAGE AND DELETION**

- a. Contractor shall not charge County for DocuSign documents storage.
- b. County may retrieve copies of its stored documents at any time while this Contract is in effect. Contractor will store all completed documents sent by County during the Term. However, County has the option to change its Account settings to direct the deletion of all or certain designated documents at an earlier date or periodic interval. If County fails to retrieve its documents prior to the expiration or termination of the Contract, County may request, within 90 days after such expiration or termination, that Contractor provide Professional Services to assist in retrieving completed documents still remaining on the System, the details of which Professional Services will be set out in a Work Order. After such 90 day period, the documents may be deleted from storage and Contractor is not obligated to retrieve any further documents for County.
- c. Prior to the end of the term, if County wishes to extend the period of time Contractor stores County's documents after the end of the term, it may elect to purchase post-expiration or post termination storage services for its completed documents.
- d. Contractor may retain the Transaction Data for as long as it has a business purpose to do so, provided that any Transaction Data that constitutes Confidential Information of County will at all times maintain that status, and Contractor will comply with its confidentiality obligations as provided in Section U and HH of the Contract.

b. **Customer Support:**

- i. Contractor shall provide 24 x 7 call center support related to remedial activities due to use of this Digital Transaction Management (which includes e-signature) solution program.
- ii. Contractor shall make available, experienced technical support that will be available for both, signers and senders.
- iii. Contractor shall ensure service calls are monitored to ensure timely resolution of incidents and to ensure appropriate action is taken to minimize business interruption to County.
- iv. Contractor shall ensure service incidents are assigned a severity level based upon the criticality of the issue reported, allowing the Contractor to focus on the most critical issues and work on the critical issues until they are resolved.
- v. Contractor shall provide customer support to County in accordance with either package that is identified on this Scope of Work and purchased by the County Agency/Department:

vi. Reference to DocuSign Support Website:

- [https://support.docusign.com/knowledgeSearch?by=product&product=classic\\_docusign\\_experience&topic=all](https://support.docusign.com/knowledgeSearch?by=product&product=classic_docusign_experience&topic=all):

Item No	Deliverables	Premier Support	Enterprise Premier Support
001	<u>24x7 System Availability Monitoring</u> DocuSign Real Time System status & notification.	YES	YES
002	<u>Support Portal and Knowledge Base</u> Self-service resources, including DocuSign Community Support Portal. Knowledge Base, search for answers and submit Support requests.	YES	YES
003	<u>24x7 Sender and Signer Live Chat Support</u> Chat Support for simple questions on signing, sending and account management.	YES	YES
004	<u>Online Case Submission and Management</u> Submit cases online for assistance from our Support Team.	YES	YES
		4-Hour Response	2-Hour Response
005	<u>24x7 Live Phone Support</u> Speak to a DocuSign Support Team member for technical DocuSign questions, billing inquiries and account support.	YES	YES
006	<u>Escalated Tier 2 Support</u> Direct access to senior technical resource as part of standard support escalation process.	YES	YES
007	<u>DocuSign Demo/Sandbox Environment Access</u> Test County current code against upcoming releases or add new code to test prior to releasing into production.	YES	YES
008	<u>DocuSign Integration Support</u> – Support for connections to complementary solutions such as Salesforce, Microsoft and Google.	YES	YES
009	<u>24x7 Emergency Support</u> Response to Severity 1 technical incidents.	YES	YES
		1-Hour Response	30-Minute Response

Item No	Deliverables	Premier Support	Enterprise Premier Support
010	<u>Proactive Monitoring of Cases</u> Ongoing tracking and review of cases opened to identify trends, possible issues, or opportunities for improved use of DocuSign.	NO	YES
011	<u>Adoption Network</u> Training, tools & community designed specifically to help customers drive adoption and implementation of DocuSign solutions. Deliverables: <ul style="list-style-type: none"> <li>• CSA Certification course -1-user.</li> <li>• 2-Hours office access to DocuSign CSA Team</li> <li>• Access to Adoption Network gated community.</li> </ul>	NO	YES
012	<u>Administrator Certification Class</u> <u>Seat must be used at pre-scheduled class; not eligible for private classes or classes at customer site</u>	NO	YES  1 USER
013	<u>Technical Customer Success Manager</u> First point of contact for all technical questions. Contractor will provide case reviews on a regular basis as part of this Contract.	NO	YES

- vii. Contractor shall automatically extend all upgrades, bug-fixes, enhancements, and maintenance at no additional cost to County to continue operations of Digital Transaction Management (which includes e-signature) solution according to the selected subscription model acquired under this Contract. All upgrades, bug-fixes, enhancements and maintenance shall include without limitation, any and all releases that are within this Contract and have the following function:
- Implementing correction of the Digital Transaction Management (which includes e-signature) solution system (or component application) errors or malfunctions
  - Adding new Digital Transaction Management (which includes e-signature) solution system features, functions and performance capabilities, including, modifications designed to meet federal, state and county legally mandated requirements.
  - Changing the intellectual property contained in the programs, that is part of this Contract.
- viii. Contractor shall perform, in a staging environment, all testing for the upgrades, bug-fixes, enhancements and maintenance before releasing to production. A Digital Transaction Management (which includes e-signature) solution staff will be present when the upgrade is performed to minimize downtime to County of Orange.
- ix. Contractor shall provide documentation describing the functions, features and performance capabilities that have been modified by the upgrade or enhancement, and shall give adequate

notice of the availability of each upgrade, enhancement and/or implementation by email within ten (10) business days of its publication, or as soon as practicable thereafter

c. **Training**

- i. Contractor shall provide Instructors that shall perform all work with the necessary skills and diligence consistent with professional standards for the industry and type of work performed under this Contract, pursuant to the governing rules and regulations of the industry.
- ii. Contractor shall offer a variety of training services including, but not limited to: virtual training for end users, on-demand eLearning training, custom training video development and certification courses at the rates set forth in the Contract. Training date, location, and time shall be scheduled and requested by each County's Site Coordinator during the term of the Contract.
  - a) End user virtual training: Experienced DocuSign University (DSU) instructors develop and deliver customized virtual training sessions to prepare company's DocuSign users with the basic skills they need to be successful.
  - b) On-demand eLearning training: DSU's eLearning Premium Pass provides access to the full catalogue of DSU's virtual on-demand learning tools. Curriculum paths are available to guide learners through the content designed for users, workflow managers, and administrators.
  - c) Custom training video development: The Custom Video Service provides an organization with training resources tailored to their specific DocuSign usage. The organization will work with DSU's team of instructional designers and video production specialists to develop professional training videos that accurately reflect the organization's brand, account settings, documents, and workflow.
  - d) Certification courses:
    1. DocuSign Administrator Certification: Multi-day course empowers DocuSign Administrators to create efficiencies and improve ROI through digitized document workflows, feature customization, and advanced account management. Participants gain skills to increase administrator expertise and help accelerate organization's DocuSign success. Courses available at DocuSign or virtually. Onsite certification also available.\*
    2. Workflow Manager Certification: one (1) day course provides participants with the skills and knowledge to build custom digital document workflows to meet complex business needs. Designed for creators and senders of DocuSign documents, participants will learn best practices for improving document effectiveness, signing speed, and DocuSign adoption. Courses available at DocuSign. Onsite certification also available\*
    3. Developer Certification: DSU's Developer Certification series empowers software programmers to effectively leverage DocuSign's API to get the most out of their DocuSign integration. The Developer Series currently includes 101 and 201-level courses. Each course is one day. Courses available at DocuSign.

**\*Customer is responsible for instructor T&E; must meet minimum and maximum attendance requirements and minimum consecutive training days requirements.**

- iii. The Digital Transaction Management (which includes e-signature) Contractor shall maintain and make available to all DocuSign solution system users an online system user manual and/or standard training materials that can be easily followed by its users.

**d. Professional Services:**

- i. Contractor shall provide DocuSign Digital Transaction Management (which includes e-signature) solution Professional Services as defined in this Scope of Work, as follows:
  - a. Services: If and as set out in a Work Order, and subject to the terms and conditions of the Contract, Contractor will perform certain Professional Services for County
  - b. Work Orders: The specific details of the Professional Services to be performed will be determined on a per-project basis, and the details for each project will be described in a Work Order that is executed by both Parties (called the "Work Order" for purposes of the Professional Services). To the extent that an Order Form includes a standard training or consulting package, such Order Form will constitute a Work Order. Once executed by both Parties, each Work Order will be a unique agreement that incorporates the terms of the Contract and stands alone with respect to all other Work Orders and Order Forms. If there is a conflict between the terms of the Contract and the terms of a Work Order, the terms of the Contract will control unless the Work Order states that a specific provision of this Contract will be superseded by a specific provision of the Work Order
  - c. Change Orders. Unless otherwise specified in a Work Order, County may reasonably request in writing that revisions be made with respect to the Professional Services or deliverables set forth in that Work Order ("Change Order"). Within 10 business days after Contractor's receipt of the Change Order, Contractor shall deliver to County a written revised Work Order reflecting Contractor's reasonable determination of the revised Professional Services, deliverables, delivery schedule, payment schedule, and adjusted fees or fee estimates, if any, that will apply to the implementation of the revisions. If County approves the revised Work Order, then the Parties will execute it, and upon execution the revised Work Order will supersede the then-existing Work Order. If County does not approve the revised Work Order within 10 business days after its receipt by County, the then-existing Work Order will remain in full force and effect, and Contractor shall have no further obligation with respect to the applicable Change Order.
- ii. Contractor shall perform DocuSign Digital Transaction Management (which includes e-signature) solution Professional Services on as per needed basis and shall be billed at the rate set forth in the Contract.
  - a. Fees, Project Management: County shall pay Contractor for Professional Services at the rates set forth in this Contract and listed on Work Order ("Professional Fees"). Unless otherwise agreed in the applicable Work Order, Professional Fees will be invoiced in total on the Effective Date of the Work Order (or on the Order Start Date in the case of an Order Form).
  - b. For each project described in a Work Order, each Party will designate a single point of contact within its organization to manage the project ("Project Leader or County Site Coordinator"). The Project Leaders will communicate as necessary to manage the Professional Services to be performed under a Work Order.
  - c. Performance Standard: Contractor warrants to County that the Professional Services will be performed in accordance with standard industry practice and the applicable Work Order. Contractor will complete the Professional Services, including the delivery of any deliverables, in accordance with the schedule of times and milestones specified in the Work Order.

## **VII. Software—Acceptance Testing:**

- a. DocuSign Developer Account – Access to Free Sandbox: If you desire to test out DocuSign you are welcome to create a free test account by going to:

- <https://www.docusign.com/developer-center>

- b. **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.
- c. **Software Documentation:** 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.

- d. **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 Contract, a non-exclusive, non-transferable user license to use the software products list in this Contract, hereinafter referred to as "software products." The user license granted above authorizes the County to use the software products.

## **VIII. COUNTY RESPONSIBILITIES**

- a. As between County and Contractor, County is solely responsible for the nature and content of all materials, works, data, statements, and other visual, graphical, video, and written or audible communications submitted by any Authorized User or otherwise processed through its Account, the Subscription Service, or under any Order Form. Accordingly:
- County shall not use or permit the use of the Subscription Service to send unsolicited mass mailings outside its organization. The term "unsolicited mass mailings" includes all statutory or common definitions or understanding of those terms in the applicable jurisdiction, such as those set forth for "Commercial Electronic Mail Messages" under the U.S. CAN-SPAM Act, as an example only; and
- b. County shall not use or permit the use of the Subscription Service: (a) to communicate any message or material that is defamatory, harassing, libelous, threatening, or obscene; (b) in a way that violates or infringes upon the intellectual property rights or the privacy or publicity rights of any person or entity or that may otherwise be unlawful or give rise to civil or criminal liability (other than contractual liability of the Parties under documents processed through the



Subscription Service); (c) in any manner that is likely to damage, disable, overburden, or impair the System or the Subscription Service or interfere with the use or enjoyment of the Subscription Service by others; or (d) in any way that constitutes or encourages conduct that could constitute a criminal offense.

- c. Contractor does not monitor the content processed through the Subscription Service, but in accordance with DMCA (Digital Millennium Copyright Act) safe harbors, it may suspend any use of the Subscription Service, or remove or disable any content that Contractor reasonably and in good faith believes violates this Contract or applicable laws or regulations. Contractor will use commercially reasonable efforts to notify County prior to any such suspension or disablement, unless Contractor reasonably believes that: (i) it is prohibited from doing so under applicable law or under legal process, such as court or government administrative agency processes, orders, mandates, and the like; or (ii) it is necessary to delay notice in order to prevent imminent harm to the System, Subscription Service, or a third Party. Under circumstances where notice is delayed, Contractor will provide the notice if and when the related restrictions in the previous sentence no longer apply.

**ATTACHMENT B  
PRICING, COMPENSATION AND PAYMENT**

- I. **COMPENSATION:** This is a fixed fee price Contract between the County and Contractor for goods/services as provided in this Contract. The Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration 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 County shall have no obligation to pay any sum in excess of total Contract amount specified below unless authorized by amendment.
- II. **PRICING:** Contractor agrees to provide DocuSign Digital Transaction Management (which includes e-signature) Solution Services at the rates set forth below:

Item No	Product Code	Product Description		U/M	Unit Price
001	12000111S	DocuSign Enterprise Edition – Seats		Each	\$527.76
002	12000111E	DocuSign Enterprise Envelope		Each	\$6.84
003		DSU End User Training		Per 4-Hour Block	\$1,500
004		DSU eLearning Premium Pass		Per annual user subscription	\$100
005		DSU Custom Video Service		Per 3 min. video	\$4,000
005		DSU DocuSign Administrator Certification		Per attendee	\$1,500
006		DSU Workflow Manager Certification		Per attendee	\$750
		DSU Developer 101 Certification		Per attendee	\$1,000
		DSU Developer 201 Certification		Per attendee	\$1,000
007	13000023	Customer Support	Premier Support	Annual	15% of total sale
			Enterprise Premier	Annual	22% of total sale
008	VARIOUS	Professional Services		Hourly	\$250

- III. **REFUND/ADVANCE PAYMENT:** a) Payment shall be made yearly in advance, after acceptance by the County, b) Should the Contract be terminated prior to the expiration date by the Contractor or the by the County for cause – to include failure to deliver services as promised, the Contractor shall promptly refund to the County one twelfth (1/12) of the Annual Fee paid in advance, for the terminated services for each month remaining in the Contract period, which shall be computed based upon the date of written of termination.

- IV. PAYMENTS AND INVOICING:** Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to County and verified and approved by County and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with Contractor.

Billing shall cover services and/or goods not previously invoiced. CONTRACTOR shall reimburse COUNTY for any monies paid to CONTRACTOR for goods or services not provided or when goods or services do not meet CONTRACT requirements.

Payments made by County shall not preclude the right of 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.

- V. PAYMENT - INVOICING INSTRUCTIONS:** CONTRACTOR will provide an invoice on CONTRACTOR's letterhead for services rendered. Invoices must be submitted to address indicated in the Contract created by the individual agency/department. Each invoice will have a number and will include the following information:

- a. Contractor's name and address;
- b. Contractor's remittance address;
- c. Contractor's Federal Tax I.D. Number;
- d. Name of County Agency/Department;
- e. Delivery/Service address;
- f. Subordinate Agreement Number;
- g. Date of order/services rendered;
- h. Product/Service description, quantity, and prices
- i. Sales tax, if applicable
- j. Total

- VI. PAYMENT (ELECTRONIC FUNDS TRANSFER) EFT:** The County of Orange offers contractors 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 an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to the County of Orange via an EFT Authorization Form. To request a form, please contact the agency/department representative listed in the Contract.

**ATTACHMENT C**  
**OC INFORMATION TECHNOLOGY SECURITY POLICY**

(See separate sheets)

**ATTACHMENT D**  
**THE COOPERATIVE PURCHASING NETWORK (TCPN #R150402)**

(Attached by this reference)

