

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

137



FROM: DEPARTMENT OF PUBLIC SOCIAL SERVICES

SUBMITTAL DATE:
June 14, 2011

SUBJECT: APPROVAL OF SINGLE SOURCE PROFESSIONAL SERVICES AGREEMENT WITH NEXUS IS, INC TO IMPLEMENT CISCO INTEGRATED SERVICES ROUTERS

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and authorize the Chairman of the Board to sign the attached Single Source Professional Services Agreement #AA-02153 with Nexus IS, Inc for an amount not to exceed \$ 68771.61.
2. Authorize the Director of the Department of Public Social Services (DPSS) to administer the contract.
3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding, to sign amendments that do not change the substantive terms of the agreement, including amendments to the compensation provision that do not exceed the annual CPI rates.

Susan Loew

Susan Loew, Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$68,711.61	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$3,298.16	Budget Adjustment:	No
	Annual Net County Cost:	\$0.00	For Fiscal Year:	11-12

SOURCE OF FUNDS:				Positions To Be Deleted Per A-30	<input type="checkbox"/>
Federal Funding: 56.4%	State Funding: 32.9%	County Funding: 4.8%	Realignment Funding: 5.9%	Other Funding: 0%	
Requires 4/5 Vote					<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

BY: *Michael R. Shetter*
Michael R. Shetter For Debbie Cournoya

County Executive Office Signature

Consent
 Policy
 Consent
 Policy

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Buster, seconded by Supervisor Ashley and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
 Nays: None
 Absent: None
 Date: June 28, 2011
 xc: DPSS, Purchasing

Kecia Harper-Ihem
 Clerk of the Board
 By: *[Signature]*
 Deputy

Prev. Agn. Ref.:

District: All

Agenda Number:

3.92

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNSEL
 BY: *[Signature]* 6/3/11
 DATE: 6/3/11
 PURCHASING: *[Signature]*
 DEPARTMENTAL CONCURRENCE: *[Signature]*
 MARK SELLER, ASSISTANT DIRECTOR

Dept's Recomm.:
 Per Exec. Ofc.:

TO: BOARD OF SUPERVISORS

DATE: June 14, 2011

SUBJECT: APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH NEXUS IS, INC TO IMPLEMENT CISCO INTEGRATED SERVICES ROUTERS

BACKGROUND (Continued):

DPSS is implementing Cisco Integrated Services Routers. Routers are necessary components of a network, securely and efficiently connecting remote locations across a wide area network. Implementing this hardware solution provides DPSS with a virtual private network (VPN), a network address translation (NAT) firewall, and intrusion detection system (IDS) services that can be centrally monitored and managed. This is necessary to replace Novell firewall services that are no longer supported by Novell.

Price Reasonableness:

On March 30, 2011, Request for Quotation (RFQ) DPARC-207 was released on Public Purchase to solicit bids. DPARC-207 was sent to 35 possible vendors. The County received a single bid from Nexus IS, Inc.

DPSS asked prospective vendors why they were not able to submit bids. Responses included that they did not have resources available in the time frame projected or that they were unsure they would be able to complete the work within that time frame.

Nexus IS' quote for the project is \$68,711.61. It is a fixed price contract.

DPSS requested Nexus IS break down the project by hourly rates. Engineering is \$156 per hour, while project management is \$110 per hour.

We surveyed possible bidders and established a range for engineering of \$175 - \$210 per hour and for project management of \$125 - \$150 per hour.

Using the estimated hours provided by Nexus IS:

Hours	Nexus IS		Low Estimate		High Estimate	
362 hours - Engineering	\$156.00	\$56,472.00	\$175.00	\$63,350.00	\$210.00	\$76,020.00
110 hours - Project Management	\$110.00	\$12,100.00	\$125.00	\$13,750.00	\$150.00	\$16,500.00
		\$68,572.00		\$77,100.00		\$92,520.00

Comparing these prices, Nexus IS' price appears reasonable.

FINANCIAL: Federal Funding: 56.4% State Funding: 32.9%; County Funding: 4.8%; Realignment Funding: 5.9%; Other Funding: 0%

ATTACHMENT(S): Professional Services Agreement AA-02153
Single Source Justification

CONCUR/EXECUTE – County Counsel / County Purchasing

SL:bt

Date: May 16, 2011
From: Susan Loew, Director of the Department of Public Social Services
To: Board of Supervisors
Via: Purchasing Agent
Subject: Request for a Sole Source Procurement

The below information is provided in support of the Department of Public Social Services requesting approval for a sole source. Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for a sole source.

Supply/Service being requested:
Cisco Integrated Services Routers Implementation

Supplier being requested:
Nexus IS Inc

Alternative suppliers that can or might be able to provide supply/service:
There are number of possible vendors capable of providing this service. Locally En Pointe Technologies, CompuCom and Sigmanet are all certified by Cisco to provide this type of service.

Extent of market search conducted:
DPSS released RFQ DPARC-207 on March 30, 2011. We notified 35 possible bidders. We received one bid from Nexus IS Inc. in response to this bid.

Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:
Nexus IS Inc. is a Cisco Gold Certified Partner with specializations in advanced routing and switching.

Reasons why the Department of Public Social Services requires these unique features and what benefit will accrue to the county:
Nexus IS Inc.'s expertise and level of Cisco certification provides added insurance the project will be successfully completed. Working with a Cisco certified partner provides DPSS with a channel to Cisco to resolve problems with the partner.

Price Reasonableness:
The cost of the project is \$68,711.61. It is a fixed price contract. We requested Nexus IS break down the project by hourly rates. Engineering is \$156 per hour, while project management is \$110 per hour.

We surveyed possible bidders and established a range for engineering of \$175 - \$210 per hour and for project management of \$125 - \$150 per hour.

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		\$68,572.00		\$77,100.00		\$92,520.00

Comparing these prices, Nexus IS' price appears reasonable.

Does moving forward on this product or service further obligate the county to future similar contractual arrangements?

No.

Period of Performance:

Provide a defined period of performance. Please note multi-year terms require Board approval, unless renewable in one year increments and the Purchasing Agent approves the terms.

The project is planned to take seven weeks from the execution of the contract.

Susan Fow

Department Head Signature

5-23-11

Date

Purchasing Department Comments:

Approve

Approve with Condition/s

Disapprove

[Signature]
Purchasing Agent

6-9-11

Date

Riverside County Department of Public Social Services

Contracts Administration Unit
 10281 Kidd Street
 Riverside, CA 92503


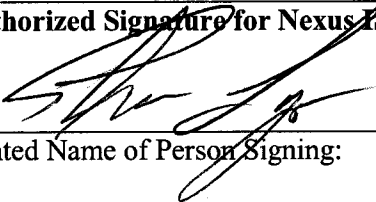
SERVICES CONTRACT: AA-02153
 CONTRACTOR: Nexus IS, Inc
 TERM OF CONTRACT: July 1, 2011 through August 31, 2011
 MAXIMUM REIMBURSABLE AMOUNT: \$68,711.61


WHEREAS, the Department of Public Social Services hereinafter referred to as DPSS, desires to a Contractor to implement Cisco Integrated Services Routers;

WHEREAS Nexus IS, Inc is qualified to provide said services:

WHEREAS, DPSS desires Nexus IS. Inc, hereinafter referred to as the Contractor, to perform these services in accordance with the TERMS and CONDITIONS (T&C) attached hereto and incorporated herein by this reference. The T&C specify the responsibilities of DPSS and the Contractor;

NOW THEREFORE, DPSS and the Contractor do hereby covenant and agree that the Contractor shall provide said services in return for monetary compensation, all in accordance with the terms and conditions contained herein of this Contract.

Authorized Signature for County: 	Authorized Signature for Nexus IS, Inc: 
Printed Name of Person Signing: Bob Buster	Printed Name of Person Signing: Thomas Lyon
Title: Chairman of the Board	Title: Vice President, Managed Services
Address: 4080 Lemon St Riverside CA 92501	Address: 27202 West Turnberry Ln. Suite 100 Valencia CA 91355
Date Signed: 10/28/11	Date Signed: 6/7/2011

ATTEST:
 KECIA HARPER-IHEM, Clerk
 By: 
 DEPUTY

FORM APPROVED COUNTY COUNSEL
 BY: 
 NEAL R. KIPNIS DATE 8/23/11

Table of Contents

- I. DEFINITIONS.....3
- II. PROJECT OBJECTIVES4
- III. PROJECT DELIVERABLES5
- IV. ACCEPTANCE OF DELIVERABLES.....5
- V. CHANGE ORDERS6
- VI. DPSS RESPONSIBILITIES6
- VII. CONTRACTOR RESPONSIBILITIES8
 - A. SCOPE OF SERVICE8
 - B. FISCAL9
 - C. FINANCIAL RESOURCES.....9
 - D. RECORDS, INSPECTIONS AND AUDITS.....10
 - E. SUPPLANTATION.....10
 - F. DISALLOWANCE10
 - G. CONFLICT OF INTEREST10
 - H. CONFIDENTIALITY11
 - I. EMPLOYMENT PRACTICES11
 - J. EQUAL EMPLOYMENT OPPORTUNITY11
 - K. HOLD HARMLESS/INDEMNIFICATION11
 - L. INSURANCE12
 - M. LICENSES AND PERMITS14
 - N. INDEPENDENT CONTRACTOR.....14
 - O. ASSIGNMENT14
 - P. PERSONNEL14
 - Q. SUBCONTRACT FOR SERVICES.....14
 - R. DEBARMENT AND SUSPENSION.....15
 - S. COMPLIANCE WITH RULES, REGULATIONS, REQUIREMENTS AND DIRECTIVES.....15
 - T. HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT (HIPAA)15
 - U. LOBBYING.....15
- VII. GENERAL.....16
 - A. EFFECTIVE PERIOD16
 - B. NOTICES16
 - C. AVAILABILITY OF FUNDING16
 - D. DISPUTES.....16
 - E. SANCTIONS.....17
 - F. GOVERNING LAW.....17
 - G. MODIFICATION OF TERMS.....17
 - H. TERMINATION17
 - I. ENTIRE CONTRACT.....18

- Exhibit A - Deliverable Sign Off
- Exhibit B - Change Order Request
- Exhibit C - DPSS 2076A
- Attachment 1- Nexus IS Statement of Work

CONTRACT TERMS AND CONDITIONS

I. DEFINITIONS

- A. "BM" shall mean Novell Border Manager Services product.
- B. "Business Day" shall mean Monday through Thursday, excluding County holidays. County observed holidays are:
- | HOLIDAY | DAY OBSERVED |
|-----------------------------------|--|
| * New Year's Day | January 1 |
| Martin Luther King Jr.'s Birthday | Third Monday in January |
| Lincoln's Birthday | February 12 |
| Washington's Birthday | Third Monday in February |
| Memorial Day | Last Monday in May |
| Independence Day | July 4 |
| Labor Day | First Monday in September |
| Columbus Day | Second Monday in October |
| Veterans' Day | November 11 |
| *Thanksgiving Day | Fourth Thursday in November |
| *Following Thanksgiving | Friday following the fourth Thursday in November |
| *Christmas Day | December 25 |
1. Thanksgiving Day, which shall be the fourth Thursday in November unless otherwise appointed.
 2. December 24 and 31 when they fall on Monday.
 3. Friday proceeding January 1, February 12, July 4, November 11 or December 25, when such date falls on Saturday; the Monday following such date when such date falls on a Sunday.
 4. A business day is 7:00am to 6:00pm.
- C. "C-IV" shall mean a State managed network system which provides services to 2/3rds of DPSS staff. The C-IV network is connected to the DPSS network as C-IV end-users also access services located on the DPSS network.
- D. "Contractor" shall mean any employee, agent or representative of the contract company used in conjunction with the performance of the contract. For the purposes of this RFP, Contractor and Bidder are used interchangeably.
- E. "CORNET" shall mean the County of Riverside Network which is the wide area network service provider for DPSS..
- F. "COUNTY" shall mean the County of Riverside and its Department of Public Social Services. For purposes of this RFP, DPSS and County are used interchangeably.
- G. "CSM" shall mean Cisco Security Manager application.
- H. "DHCP" shall mean Dynamic Host Configuration Protocol
- I. "DMZ" shall mean Demilitarization Zone. The DMZ is a physical or logical sub-network that contains and exposes DPSS' external services to the Internet.
- J. "DNS" shall mean a Domain Name System.
- K. "DPSS" shall mean the Department of Public Social Services. For purposes of this contract, DPSS and County are used interchangeably.
- L. "GET VPN" shall mean Cisco Group Encrypted Transport Virtual Private Network.
- M. "IDS/IPS" shall mean intrusion detection system/intrusion prevention system.

- N. "IOS" shall mean Cisco Internetwork Operating System which is a package of routing, switching, internetworking and telecommunications functions tightly integrated with a multitasking operation system on Cisco routers and network switches.
- O. "IP Address" shall mean Internet Protocol address, which is a numerical identification and logical address that is assigned to devices participating in a computer network using the Internet Protocol for communication between nodes.
- P. "ISR" shall mean Integrated Services Router.
- Q. "LAN" shall mean Local Area Network.
- R. "MARS" shall mean Cisco Security Monitoring, Analysis, and Response System.
- S. "MQs" shall mean minimum qualifications.
- T. "NAT" shall mean a Network Address Translation gateway.
- U. "NME" shall mean Network Module Enhanced.
- V. "RFP" shall mean Request for Proposal.
- W. "U" shall mean a measure of rack space height which equals 1.75 inches.
- X. "UPS" shall mean uninterruptible power supply.
- Y. "VPN" shall mean virtual private network.
- Z. "WAN" shall mean Wide Area Network.

II. PROJECT OBJECTIVES

- A. The project objective is to design, configure, and implement Cisco Group Encrypted Transport Virtual Private Network (GET VPN), firewall, Network Address Translation gateway (NAT), and intrusion detection system/intrusion prevention system (IDS/IPS) on Integrated Services Routers (ISRs) using Cisco recommended best practices in a complex multi-local area network (LAN) to assist DPSS in migrating from a Novell Border Manager (BM) software-based solution to a Cisco hardware-based solution.
- B. The project consists of:
 - 1. Off-loading NAT, Firewall and virtual private network (VPN) functionality from BM to Cisco ISRs. Domain Name System (DNS), Dynamic Host Configuration Protocol (DHCP), and Web Proxy shall remain the responsibility of the BM product.
 - 2. Installing and configuring Cisco Security Manager (CSM) 4.x, registering all installed routers and IDS modules to it.
 - 3. Creating configuration templates for ISRs (Cisco 2921, 3925, and 3945) with Cisco's GET VPN Mesh between all routers.
 - 4. Testing and verifying GET VPN functionality and communication with the CSM console.
 - 5. Creating configuration templates for ISRs (Cisco 2921, 3925, and 3945) to provide firewall services and NATed separation of internal, external, and C-IV networks.

6. Creating configuration template for Network Module Enhanced (NME) -IDS with basic rule set, tune to eliminate false positives, and configure device to communicate with CSM.
 7. Generating configuration files using CSM other methods..
 8. Configuring Cisco Security Monitoring, Analysis, and Response System (MARS) to communicate with the new NME-IDS devices at all sites.
- B. All installation and configuration work performed by the Contractor will be done at the DPSS Administration building located at 4060 County Circle Dr, Riverside, CA with DPSS IT Communication Services personnel observing during County business days.

III. PROJECT DELIVERABLES

All deliverables will be reviewed and accepted by the assigned County Project Manager. The deliverables are listed in the following table:

1.	Milestone 1 - Design Document
	Deliverable
	Detailed design document along with identification of Best Practices.
2.	Milestone 2 - Project Plan
	Deliverable
	Detailed project plan to include statement of work, risk management plan, work breakdown structure, tasks, and proposed schedule.
3.	Milestone 3 - Summary
	Deliverable
	A Summary Document which identifies in detail the actual design and configuration implemented, lessons learned, and identification of best practices. Document is due in electronic format at project completion.

IV. ACCEPTANCE OF DELIVERABLES

- A. The County shall have a period of ten (10) business days to determine the acceptability of a Deliverable provided by Contractor hereunder (the "Acceptance Period"). The Contractor will notify the County in writing of the completion of the Deliverable, using the Deliverable Sign Off Document (Exhibit A). The Contractor agrees that the Acceptance Period for a Deliverable shall begin when Contractor receives from the assigned County Project Manager a written receipt for such Deliverable. At any time within the Acceptance Period, the County shall:
1. Provide to the Contractor a signed copy of the Deliverable Acceptance Sign Off Document or;
 2. Provide written notice of Non Acceptance with reasonable written comments to Contractor regarding the deficiencies of the Deliverable(s). If changes or modifications are required by the County as evidenced by the Non Acceptance notification, Contractor shall have ten (10) business days to correct the deficiency noted therein and resubmit the Deliverable to the County beginning a new Acceptance Period. This process shall not exceed two cycles.
- B. All Deliverables will be delivered both electronically and in paper form to the County in English, unless otherwise specified in the Statement of Work. The County will deliver to Contractor all documents, studies, and materials in English, unless otherwise specified in the Statement of Work. All electronic documents will use the Microsoft suite of products, including, but not limited to Word, Excel, PowerPoint, Project, and Visio Pro. Signature pages may be delivered using Adobe PDF.

C. The County will be deemed to have accepted the Deliverable(s) upon occurrence of either of the following ("Acceptance"):

1. The County submits to the Contractor the Deliverable Sign Off Document or:
2. The County fails to notify Contractor within the Notice Period described above.

V. CHANGE ORDERS

Either party may propose a change order to this Agreement. Change orders affecting this agreement will not be effective until reviewed and approved in writing by the County and made part of the Agreement as an amendment. Change orders will be requested using the Change Order Document (Exhibit B). Contractor will submit to the County an analysis of how the County's proposed changes will affect the current work in terms of schedule and cost estimates. The County will be under no obligation to accept the cost estimates for the proposed changes. However, if the parties agree to any proposed changes, such changes shall become binding on the parties only through an Amendment to this Agreement signed by both parties. In no event shall Contractor be required to perform additional work under this Agreement, or the County is required to pay for additional work performed under this Agreement without prior written authorization in accordance with this paragraph.

VI. DPSS RESPONSIBILITIES

- A. Assign DPSS staff to be responsible for the following roles and responsibilities:
 1. Project Manager responsible for planning in coordination with the Contractor Lead Consultant or project manager.
 2. Subject Matter Experts responsible for providing Riverside County business expertise as requested.
- B. DPSS may monitor the performance of the Contractor in meeting the terms, conditions and services in this Contract. DPSS, at its sole discretion, may monitor the performance of the Contractor through any combination of the following methods: periodic on-site visits, annual inspections, evaluations and Contractor self-monitoring.
- C. Be responsible for confirming project scheduling; as well as the availability, quality and timeliness of work its resources perform.
- D. Purchase the equipment and licenses to include:

Part #	Qty	Description
CISCO2921-sec/K9	19	Cisco 2921 Security Bundle w/SEC license PAK
PWR-2921-51-AC	19	Cisco 2921/2951 AC Power Supply
ISR-CCP-EXP	19	Cisco Config Pro Express on Router Flash
MEM-2900-512MB-DEF	19	512MB DRAM for Cisco 2901-2121 ISR (Default)
SL-29-IPB-K9	19	IP Base License for Cisco 2901-2951
SL-29-SEC-K9	19	Security License for Cisco 2901-2951
NME-IPS-K9	19	Cisco IPS NM for 2811, 2821, 2851 and 3800
IPS-SW-NME-7.0-K9	19	IPS Software v7.0 for NME-IPS
CON-SU1-NMEIPSK9	19	IPS SVC, AR NBD NME-IPS-K9
S29UK9-15101T	19	Cisco 2901-2921 IOS UNIVERSAL
CAB-AC	19	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m
MEM-CF-256U1GB	19	256MB to 1GB Compact Flash Upgrade for Cisco 1900, 2900, 3900
SM-NM-ADPTR	19	Network Module Adapter for SM Slot on Cisco 2900, 3900 ISR
CON-SNT-2921SEC	19	AMARTNET 8x5xNBD Cisco 2921 Security
CISCO3925-SEC/K9	14	Cisco 3925 Security Bundle w/SEC license PAK
PWR-3900-AC	14	Cisco 3925/3945 AC Power Supply
3900-FANASSY	14	Cisco 3925/3945 Fan Assembly (Bezel included)
C3900-SPE100/K9	14	Cisco Services Performance Engine 100 for Cisco 3925 ISR

ISR-CCP-EXP	14	Cisco Config Pro Express on Router Flash
MEM03900-1GB-DEF	14	1GB DRAM (512MB+512MB) for Cisco 3915/3945 ISR (Default)
SL-39-IPB-K9	14	IP Base License for Cisco 3925/3945
SL-39-SEC-K9	14	Security License for Cisco 3900 Series
PWR-3900-AC/2	14	Cisco 3925/3945 AC Power Supply (Secondary PS)
NME-IPS-K9	14	Cisco IPS NM for 2811, 2821, 2851, 3800
IPS-SW-NME-7.0-K9	14	IPS Software v7.0 for NME-IPS
CON-SU1-NMEIPSK9	14	IPS SVC, AR NBD NME-IPS-K9
S39UK9-15101T	14	Cisco 3925-3945 IOS Universal
MEM-CF-256U1GB	14	256MB to 1GB Compact Flash Upgrade for Cisco 1900, 2900, 3900
SM-NM-ADPTR	14	Network Module Adapter for SM Slot on Cisco 2900, 3900 ISR
CAB-AC	28	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m
CON-SNT-3925SEC	14	SMARTNET 8x5xNBD Cisco 3925 Security Bundle w/SEC license
CISCO3945-SEC/K9	3	Cisco 3945 Security Bundle w/SEC license PAK
PWR-3900-AC	3	Cisco 3925/3945 AC Power Supply
3900-FANASSY	3	Cisco 3925/3945 Fan Assembly (Bezel included)
C3900-SPE150/K9	3	Cisco Services Performance Engine 150 for Cisco 3945 ISR
ISR-CCP-EXP	3	Cisco Config Pro Express on Router Flash
MEM-3900-1GB-DEF	3	1GB DRAM (512MB+512MB) for Cisco 3925/3945 ISR (Default)
SL-39-IPB-K9	3	IP Base License for Cisco 3925/3945
SL-39-SEC-K9	3	Security License for Cisco 3900 Series
NME-IPS-K9	3	Cisco IPS NM for 2811, 2821, 2851 and 3800
IPS-SW-NME-7.0-K9	3	IPS Software v7.0 for NME-IPS
CON-SU1-NMEIPSK9	3	IPS SVC, AR NBD NME-IPS-K9
S39UK9-15101T	3	Cisco 3925-3945 IOS UNIVERSAL
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CAB-AC	3	AC Power Cord (North America), C13, NEMA 5- 15P, 2.1m
CON-SNT-3945SEC	3	SMARTNET 8x5xNBD Cisco 3945 Security Bundle w/SEC License
CSMPR-LIC-50	1	CS Mgr Enterprise Pro – Incremental 50 Device License
CON-SAS-CSMPR150	1	SW APP SUPP CSM ENT PRO-50 incr. license
R200-1120402W	1	UCS C200 M2 Srvr w/1PSU, DVD w/o CPU, mem, HDD or PCIe card
R200-BHTs1	2	CPU heat sink for UCS C200 M1 Rack Server
R200-SASCBL-001	1	Internal SAS Cable for a base UCS C200 M1 Server
R2X0-PSU2-650W	2	650 power supply unit for UCS C200 or C210 Server
R200-PL004	1	LSI 6G MegaRAID 9260-4i card (RAID 0,1,5,6,10,60) – 512WC
R2XX-LBBU	1	Battery Back-up
CAB-9K12A-NA	2	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America
R200-1032RAIL	1	Rail Kit for the UCS 200, 210, C250 Rack Servers
N2XX-AIPCI02	1	Intel Quad port GbE Controller (E1G44ETG1P20)
CON-UCS7-R200W	1	UC Support 24x7x40S UCSC200 M2Svr w/1PSU DVD w/o CPU Mem
A01-X0105	2	2.66GHz Xeon X5650 95W CPU/12MB Cache/DDR3 1333MHz
N01-M308GB2	6	8GB DDR3-1333MHz RDIMM/PC3-10600/dual rank 2Gb DRAMs
R200-D2TC03	4	2TB SAS 7.2 RPM 3.5in HDD/hot plug/C200 drive sled
CSMPR50-4.0-K9	1	Cisco Security Manager 4.0 Professional – 50 Device License
CSMPR50-PAK4	1	CS Mgr Enterprise Pro 50-Secondary Pak

CON-SAS-CSMPR504	1	SW APP SUPP CS Mgr 4.0 Enterprise Pro 50 DeviceBase
CSMPR-LIC-50	1	CS Mgr Enterprise Pro – Incremental 50 License
CON-SAS-CSMPRI50	1	SW APP SUPP CSM Ent Pro – 50 Incr. license

- E. Install ISRs in its Data Center and at each remote core location.
1. Rack hardware.
 2. Patch/connect ISRs to three (3) access ports on existing switch at each site.
 3. Connect to uninterruptible power supplies (UPSs).
 4. Install basic configuration to ensure remote manageability from the DPSS Administration site to remote core sites.
 5. Upgrade ISR Internetwork Operating System (IOS) based on Contractor recommendations.
 6. Install templates developed by Contractor.
- F. Setup an Administrator level account for designated Contractor employee so that identified work can be performed as determined by the DPSS IT Communications Services supervisor.

VII. CONTRACTOR RESPONSIBILITIES

A. SCOPE OF SERVICE

The Contractor shall:

1. Provide a project manager responsible for:
 - a. Developing overall plans in coordination with Riverside County Project Manager;
 - b. Managing day-to-day relationship with the County; taking the lead in working through all issues;
 - c. Managing contractor staff and resources;
 - d. Providing guidance and advice on issues related to product quality, testing, test procedures and validations;
 - e. Holding overall responsibility for executing and managing the project deliverables;
 - f. Monitoring progress against the plan – effort & schedule deviations;
 - g. Ensuring quality assurance for the project process and deliverables;
 - h. Attending on-site meeting to determine existing configurations and review desired outcomes, attending on-site weekly status update meetings throughout the project as needed, and participating in the project closure meeting;
2. Provide a Systems Engineer.
3. Use its best efforts to ensure that personnel are not removed or reassigned during the term of the contract. Should the Contractor be required to change personnel identified in paragraph VI.A.1, the Contractor will notify the County at least two (2) weeks prior to the change.
4. Perform the tasks and deliverables listed in paragraph II “Project Objectives” and paragraph III “Project Deliverables.” and in the Contractor’s Statement of Work included in their response to DPARC-207, attached

hereto and incorporated as Attachment 1 by this reference.

In incidences of conflicting provisions, paragraph II "Project Objectives" and paragraph III "Project Deliverables" and paragraph VII "Contractor's Responsibilities" shall take precedence over Attachment 1.

5. Conduct an on-site Joint Design meeting to review existing configurations and review desired outcomes in preparation for creating detailed design.
6. Provide a detailed design using Cisco & industry Best Practices.
7. Provide a project plan including:
 - a. A statement of work. This will include a plan to identify processes and tasks to cut over from BM to ISRs with minimal disruption of DPSS' production environment.
 - b. A risk management plan.
 - c. A work breakdown structure including tasks, and proposed schedule.
 - d. Provide testing criteria.
8. Provide ISR templates for each ISR model and use.
9. Conduct all testing.
10. After full implementation is completed, provide two days of on-site support if needed and two-weeks of phone support during normal business hours.
11. Keep the Administrator level account secure and confidential. The Contractor shall not share or transfer the account to other individuals without written approval of DPSS.

B. FISCAL

1. MAXIMUM REIMBURSABLE AMOUNT

Total payment under this Contract shall not exceed \$68,711.61.

2. METHOD, TIME AND SCHEDULE CONDITIONS OF PAYMENT

- a. The Contractor will be paid a single payment equal to the MAXIMUM REIMBURSABLE AMOUNT. The invoice for payment must be accompanied by a Deliverable Sign Off Document signed by the County for each required deliverable. If the required supporting documentation is not provided, DPSS may delay payment until documentation is received by DPSS.
- b. The Contractor shall submit DPSS Forms 2076A (Exhibit C) following the instructions set forth on the "Instructions for Form 2076A." Exhibit D is attached hereto and incorporated herein by this reference for request of all payments.
- c. All completed claims must be submitted on a monthly basis no later than 30 days after the end of each month in which the services were provided. All complete claims submitted in a timely manner shall be processed within forty-five (45) calendar days.

C. FINANCIAL RESOURCES

The Contractor warrants that during the term of this Contract, the Contractor shall retain sufficient financial resources necessary to perform all aspects of its obligations, as described under this Contract. Further, the Contractor warrants that there has been no adverse material change in the Contractor, Parent, or Subsidiary business entities, resulting in negative impact to the financial condition and circumstances of the Contractor since the date of the most recent financial statements.

D. RECORDS, INSPECTIONS AND AUDITS

1. The Contractor shall maintain auditable books, records, documents, and other evidence pertaining to charges and expenses in this Contract. The Contractor shall maintain these records for three (3) years after final payment has been made or until all pending County, State, and Federal audits, if any, are completed, whichever is later.
2. Any authorized representative of the County of Riverside, the State of California, and the Federal government shall have access to any books, documents, papers, electronic data, and other records with respect to charges for time and materials, which these representatives may determine to be pertinent to this Contract, for the purpose of performing an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts, and copies, as they deem necessary. Further, these authorized representatives shall have the right at all reasonable times to inspect or otherwise evaluate the work performed, or being performed, under this Contract and the premises in which it is being performed.
3. This access to records includes, but is not limited to, service delivery, referral, financial, and administrative documents for three (3) years after final payment is made, or until all pending County, State, and Federal audits are completed, whichever is later.
4. Should the Contractor disagree with any audit conducted by DPSS, the Contractor shall have the right to employ a licensed, Certified Public Accountant (CPA) to prepare and file with DPSS a certified financial and compliance audit that is in compliance with generally-accepted government accounting standards of related services provided during the term of this Contract. The Contractor shall not be reimbursed by DPSS for such an audit.
5. In the event the Contractor does not make available its books and financial records at the location where they are normally maintained, the Contractor agrees to pay all necessary and reasonable expenses, including legal fees, incurred by DPSS in conducting such an audit.
6. Contractors that expend \$500,000 or more in a year in Federal funding shall obtain an audit performed by an independent auditor in accordance with generally accepted governmental auditing standards covering financial and compliance audits as per the Single Audit Act of 1984 and the Single Audit Act Amendments of 1996, as per OMB Circular 133. However, records must be available for review and audit by appropriate officials of Federal, State and County agencies.

E. SUPPLANTATION

The Contractor shall not supplant any federal, state, or county funds intended for the purpose of this Contract with any funds made available under any other Contract. The Contractor shall not claim reimbursement from DPSS for, or apply any sums received from DPSS, with respect to the portion of its obligations, which have been paid by another source of revenue. The Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining state funds under any state program or county funds under any county programs without prior approval of DPSS.

F. DISALLOWANCE

In the event the Contractor receives payment for services under this Contract which is later disallowed for nonconformance with the terms and conditions herein by DPSS, the Contractor shall promptly refund the disallowed amount to DPSS on request, or at its option, DPSS may offset the amount disallowed from any payment due to the Contractor under any contract with DPSS.

G. CONFLICT OF INTEREST

The Contractor, Contractor's employees, and agents shall have no interest, and shall not acquire any interest, direct or indirect, which shall conflict in any manner or degree with the performance of services required under this Contract.

H. CONFIDENTIALITY

The Contractor shall maintain the confidentiality of all information and records and comply with all other statutory laws and regulations relating to privacy and confidentiality.

Each party shall ensure that case record information is kept confidential when it identifies an individual by name, address, or other information. Confidential information requires special precautions to protect it from loss, unauthorized use, access, disclosure, modification, and destruction.

The parties to this Agreement shall keep all information that is exchanged between them in the strictest confidence, in accordance with Section 10850 of the Welfare and Institutions Code. All records and information concerning any and all persons referred to the Contractor shall be considered and kept confidential by the Contractor, its staff, agents, employees and volunteers. The Contractor shall require all of its employees, agents, subcontractors and volunteer staff who may provide services under this agreement with the Contractor before commencing the provision of any such services, to maintain the confidentiality of any and all materials and information with which they may come into contact, or the identities or any identifying characteristics or information with respect to any and all participants referred to the Contractor by Riverside County.

The confidentiality of juvenile records is established under section 827 and 828 of the Welfare and Institutions Code, California Rules of Court, Rule 5.552 and case law. The Juvenile Court has exclusive jurisdiction over juvenile records and information and has the responsibility to protect the interests of minors and their families in the confidentiality of any records and information concerning minors involved in the justice system and to provide a reasonable method for release of these records and information in appropriate circumstances.

Contractor shall ensure that no person will publish, disclose, use, permit, or cause to be published, disclosed, or used, any confidential information pertaining to any applicant or recipient of services under this Agreement. The Contractor agrees to inform all persons directly or indirectly involved in administration of services provided under this Agreement of the above provisions and that any person deliberately violating these provisions is guilty of a misdemeanor.

I. EMPLOYMENT PRACTICES

1. The Contractor shall not discriminate in its recruiting, hiring, promoting, demoting, or terminating practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex in the performance of this Contract, and to the extent they shall apply, with the provisions of the Fair Employment and Housing Act (FEHA), and the Federal Civil Rights Act of 1964 (P. L. 88-352).
2. In the provision of benefits, the Contractor shall certify and comply with Public Contract Code 10295.3, to not discriminate between employees with spouses and employees with domestic partners, or discriminate between the domestic partners and spouses of those employees.
3. For the purpose of this section Domestic Partner means one of two persons who have filed a declaration of domestic partnership with the Secretary of State pursuant to Division 2.5 (commencing with Section 297) of the Family Code.

J. EQUAL EMPLOYMENT OPPORTUNITY

By signing this agreement or accepting funds under this agreement, the contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Department of Labor regulations (41 CFR Chapter 60).

K. HOLD HARMLESS/INDEMNIFICATION

Contractor shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees,

subcontractors, agents or representatives to the extent arising out of Contractor's negligent or intentional performance of this Contract, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the negligent or intentional performance of Contractor, its officers, employees, subcontractors, agents or representatives Indemnitors from this Contract. Contractor shall defend, at its sole expense, all costs and fees including, but not limited, to reasonable attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to Indemnitees as set forth herein.

Contractor's obligation hereunder shall be satisfied when Contractor has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved. The specified insurance limits required in this Contract shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

L. INSURANCE

1. Without limiting or diminishing the Contractor's obligation to indemnify or hold the COUNTY harmless, Contractor shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Contract.

- (a) Worker's Compensation:

If the Contractor has employees as defined by the State of California, the Contractor shall maintain statutory Worker's Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

- (b) Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of Contractor's performance of its obligations hereunder. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Contract or be no less than two (2) times the occurrence limit.

- (c) Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Contract, then Contractor shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Contract or be no less than two (2) times the occurrence limit. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insured(s).

2. General Insurance Provisions – All lines:

- (a) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- (b) The Contractor's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Contract. Upon notification of self insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, Contractor's carriers shall either; 1) reduce or eliminate such selfinsured retention as respects this Contract with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- (c) Contractor shall cause Contractor's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Contract shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. Contractor shall not commence operations until the COUNTY has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on it's behalf shall sign the original endorsements for each policy and the Certificate of Insurance.
- (d) It is understood and agreed to by the parties hereto that the Contractor's insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- (e) If, during the term of this Contract or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Contract, including any extensions thereof, exceeds five (5) years the COUNTY reserves the right to adjust the types of insurance required under this Contract and the monetary limits of liability for the insurance coverages currently required herein, if, in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the Contractor has become inadequate.
- (f) Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Contract.
- (g) The insurance requirements contained in this Contract may be met with a program(s) of self-insurance acceptable to the COUNTY.

- (h) Contractor agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Contract.

M. LICENSES AND PERMITS

In accordance with the provisions of the Business and Professions Code concerning the licensing of Contractors, all Contractors shall be licensed, if required, in accordance with the laws of this State and any Contractor not so licensed is subject to the penalties imposed by such laws.

The Contractor warrants that it has all necessary permits, approvals, certificates, waivers, and exemptions necessary for the provision of services hereunder and required by the laws and regulations of the United States, State of California, the County of Riverside and all other appropriate governmental agencies, and shall maintain these throughout the term of this Contract.

N. INDEPENDENT CONTRACTOR

It is understood and agreed that the Contractor is an independent contractor and that no relationship of employer-employee exists between the parties hereto. Contractor and/or Contractor's employees shall not be entitled to any benefits payable to employees of the County including, but not limited to, County Worker's Compensation benefits. County shall not be required to make any deductions for employees of Contractor from the compensation payable to Contractor under the provision of this Contract.

As an independent contractor, Contractor hereby holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Contract. As part of the foregoing indemnity, the Contractor agrees to protect and defend at its own expense, including attorney's fees, the County, its officers, agents and employees in any legal action based upon any such alleged existence of an employer-employee relationship by reason of this Contract.

O. ASSIGNMENT

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of DPSS. Any attempt to assign or delegate any interest without written consent of DPSS shall be deemed void and of no force or effect.

P. PERSONNEL

Upon request by DPSS, the Contractor agrees to make available to DPSS a current list of personnel that are providing services under this Agreement who have contact with children or adult clients. The list shall include all staff who work full or part-time positions by title, including volunteer positions; a brief description of the functions of each position and hours each position worked; and the professional degree, if applicable and experience required for each position.

DPSS has the sole discretion to approve or not approve any person on the Contractor's list that has been convicted of any crimes involving sex, drugs or violence, or who is known to have a substantiated report of child abuse, as defined in Penal Code Section 11165.12, who occupy positions with supervisory or disciplinary power over minors, or who occupies supervisory or teaching positions over adult clients. DPSS shall notify the Contractor in writing of any person not approved, but to protect client confidentiality, may not be able to disclose the reason(s) for non-approval. Upon notification, the Contractor shall immediately remove that person from providing services under this Agreement.

Q. SUBCONTRACT FOR SERVICES

No agreements will be made by the Contractor with any party to furnish any of the services herein contained without the prior written approval of DPSS. This provision will not require the approval of agreements of employment between the Contractor and personnel assigned for services hereunder.

R. DEBARMENT AND SUSPENSION

As a sub-grantee of federal funds under this Contract, the Contractor certifies that it, and its principals:

1. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.
2. Have not within a 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction; violation of Federal or State anti-trust status or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicated or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
4. Have not within a 3-year period preceding this Contract had one or more public transactions (Federal, State or local) terminated for cause or default.

S. COMPLIANCE WITH RULES, REGULATIONS, REQUIREMENTS AND DIRECTIVES

The Contractor shall comply with all rules, regulations, requirements, and directives of the California Department of Social Services, other applicable state agencies, and funding sources which impose duties and regulations upon DPSS, which are equally applicable and made binding upon the Contractor as though made with the Contractor directly.

T. HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT (HIPAA)

The Contractor in this Agreement is subject to all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto. The Contractor hereto agrees to cooperate in accordance with the terms and intent of this Agreement for implementation of relevant law(s) and/or regulation(s) promulgated under this Law. The Contractor further agrees that it shall be in compliance, and shall remain in compliance with the requirements of HIPAA, and the laws and regulations promulgated subsequent hereto, as may be amended from time to time.

All social service privacy complaints should be referred to:

Department of Public Social Services
 HR/Administrative Compliance Services Unit
 10281 Kidd Street
 Riverside, CA 92503
 (951) 358-3030

U. LOBBYING

The contractor agrees that it will not expend any Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress in connection with any of the following covered Federal actions:

1. The awarding of any Federal contract;
2. The making of any Federal Grant;
3. The making of any Federal loan;
4. The entering into of any cooperative agreement; and

5. The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement covered by 31 U.S.C. 1352.

VII. GENERAL

A. EFFECTIVE PERIOD

This Contract is effective July 1, 2011 through August 31, 2011.

B. NOTICES

All notices, claims, correspondence, and/or statements authorized or required by this Contract shall be addressed as follows:

DPSS:

Deliverables, Deliverable Sign Offs, Change orders, and other project related material:

Department of Public Social Services
Information Technology
Attn: Babette Besselievre
4060 County Circle Dr
Riverside CA, 92503

Invoices and other financial documents:

Department of Public Social Services
Fiscal/Management Reporting Unit
4060 County Circle Drive
Riverside, CA 92503

Contracts, insurance and other administrative documents:

Department of Public Social Services
Contracts Administration Unit
P.O. Box 7789
Riverside, CA 92513

CONTRACTOR:

Nexus IS, Inc
277202 West Turnberry Lane, Suite 100
Valencia CA 91355

All notices shall be deemed effective when they are made in writing, addressed as indicated above, and deposited in the United States mail or other commercial mail carrier.

C. AVAILABILITY OF FUNDING

DPSS' obligation for payment of any Contract is contingent upon the availability of funds from which payment can be made.

D. DISPUTES

The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement which is not resolved by the parties shall be decided by the County's Compliance Contract Officer who shall furnish the decision in writing. The decision of the County's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The Contractor shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

E. SANCTIONS

Failure by the contractor to comply with any of the provisions covenants, requirements, or conditions of this Contract including, but not limited to, reporting and evaluation requirements, shall be a material breach of this Contract. In such event, DPSS may immediately terminate this Contract and may take other remedies available by law, or otherwise specified in this Contract. DPSS may also:

- a. Afford the Contractor a time period within which to cure the breach, the period of which shall be established at the sole discretion of DPSS; and/or
- b. Discontinue reimbursement to the Contractor for, and during the period in which the Contractor is in breach, the reimbursement of which the Contractor shall not be entitled to recover later; and/or
- c. Withhold funds pending a cure of the breach; and/or
- d. Offset against any monies billed by the Contractor but yet unpaid by DPSS. DPSS shall give the Contractor notice of any action pursuant to this paragraph, the notice of which shall be effective when given.

F. GOVERNING LAW

This Contract shall be construed and interpreted according to the laws of the State of California. Any legal action related to the interpretation or performance of this Contract shall be filed only in the appropriate courts located in the County of Riverside, State of California. Should action be brought to enforce or interpret the provisions of the Contract, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief are granted.

G. MODIFICATION OF TERMS

No addition to or alteration of the terms of this Contract, whether by written or verbal understanding of the parties, their officers, agents, or employees shall be valid unless made in writing and formally approved and executed by both parties. Requests to modify fiscal provisions shall be submitted no later than May 1, 2010.

H. TERMINATION

1. The County may terminate this Agreement without cause upon 30 days written notice served upon the Contractor, stating the extent and effective date of termination.
2. The County may, upon five (5) days written notice, terminate this Agreement for the Contractor's default, if the Contractor refuses or fails to comply with the terms of this Agreement or fails to make progress so as to endanger performance and does not immediately cure such failure. In the event of such termination, the County may proceed with the work in any manner deemed proper by COUNTY. After receipt of the notice of termination, the Contractor shall:
 - a. Stop all work under this Agreement on the date specified in the notice of termination; and
 - b. Transfer to the County and deliver in the manner as directed by the County any materials, reports or other products which, if the Agreement had been completed or continued, would have been required to be furnished to the County.
3. After termination, the County shall make payment only for the Contractor's services up to the date of termination. The Contractor shall submit a DPSS 2706A and Deliverable Sign Off Document for deliverables completed prior to termination and DPSS 2706A and detailed invoice for any deliverable for which work was commenced but not completed. For invoices for uncompleted deliverables, the County reserves the right to disallow all or partial payment.

4. The Contractor's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by the Contractor; or in the event of the Contractor's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, the Contractor shall not be entitled to any further compensation under this Agreement.
5. The rights and remedies of the County provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

I. ENTIRE CONTRACT

This Contract constitutes the entire Contract between the parties hereto with respect to the subject matter hereof, and all prior or contemporaneous Contracts of any kind or nature relating to the same shall be deemed to be merged herein.

Deliverable Sign-off Document

Exhibit A

Project Information		
Project: Integrated Services Router Implementation		
Project Manager: Babette Besselievre		Ext: 951-358-6573
Project Deliverable Description		
Deliverable #:		Date:
Deliverable Description:		
Deliverable Approval		
Approval Signatures:	Date:	Comments:
Contractor		
Project Manager		
CAU		
Project Sponsor		
Non Acceptance of Deliverable		
Signatures:	Date:	
Project Manager		
CAU		
Project Sponsor		
Reason for Non Acceptance		

Please return to:
 Department of Public Social Services
 Information Technology
 Attn: Babette Besselievre
 4060 County Circle Dr
 Riverside CA, 92503

EXHIBIT B (p.1 of 2)

CHANGE ORDER REQUEST

Project:		
Change Name:		
Requested by:		DATE:

Requested Change

Description	
Reason for Change	<i>[New requirement, design change, etc.]</i>

Impact

Risk to Schedule	<i>[Note the risk to the schedule if do or do not do the change.]</i>
Impact on Cost or funding	

Risks

Risk	Risk Management Action

Steps to Implement Change

Approvals

Project Manager	Signature	Date
	Signature	Date
CAU		
Project Sponsor	Signature	Date

COUNTY OF RIVERSIDE
DEPARTMENT OF PUBLIC SOCIAL SERVICES
CONTRACTOR PAYMENT REQUEST

Exhibit C

To: Riverside County
Department of Public Social Services
4060 County Circle Drive
Riverside, CA 92503

Remit to Name _____
Address _____
City _____ State _____ Zip Code _____
Contractor Name _____
Contract Number _____

Total amount requested _____ for the period of _____ 20____

Select Payment Type(s) Below:

Advance Payment \$ _____
(if allowed by Contract/MOU)
 Unit of Service Payment \$ _____
_____ # of Units) X (\$) _____
_____ # of Units) X (\$) _____
 Actual Payment \$ _____
(Same amount as 2076B if needed)
_____ # of Units) X (\$) _____
_____ # of Units) X (\$) _____
_____ # of Units) X (\$) _____

Any questions regarding this request should be directed to: _____
Name Phone Number

I hereby certify under penalty of perjury that to the best of my knowledge the above is true and correct

Authorized Signature Title Date

FOR DPSS USE ONLY (DO NOT WRITE BELOW THIS LINE)

Business Unit (5) _____ Purchase Order # (10) _____ Invoice # _____
Account (6) _____ Amount Authorized _____
Fund (5) _____ If amount authorized is different from amount request, please explain:
Dept ID (10) _____
Program (5) _____ Program (if applicable) _____ Date _____
Class (10) _____ Management Reporting Unit _____ Date _____
Project/Grant (15) _____ Contracts Administration Unit _____ Date _____
Vendor Code (10) _____ General Accounting Section _____ Date _____

DEPARTMENT OF PUBLIC SOCIAL SERVICES FORMS

Mailing Instructions: When completed, these forms will summarize all of your claims for payment. Your Claims Packet will include **DPSS 2076A, 2076B** (if required). invoices, payroll verification, and copies of canceled checks attached, receipts, bank statements, sign-in sheets, daily logs, mileage logs, and other back-up documentation needed to comply with Contract/MOU.

Mail Claims Packet to address shown on upper left corner of DPSS 2076A.
[see method, time, and schedule/condition of payments].
(Please type or print information on all DPSS Forms.)

DPSS 2076A
CONTRACTOR PAYMENT REQUEST

"Remit to Name"
The legal name of your agency.

"Address"
The remit to address used when this contract was established for your agency. **All address changes must be submitted for processing prior to use.**

"Contractor Name"
Business name, if different than legal name *(if not leave blank).*

"Contract Number"
Can be found on the first page of your contract.

"Amount Requested"
Fill in the total amount and billing period you are requesting payment for.

"Payment Type"
Check the box and enter the dollar amount for the type(s) of payment(s) you are requesting payment for.

"Any questions regarding..."
Fill in the name and phone number of the person to be contacted should any questions arise regarding your request for payment.

"Authorized Signature, Title, and Date (Contractor's)"
Self-explanatory (required). **Original Signature needed for payment.**
EVERYTHING BELOW THE THICK SOLID LINE IS FOR DPSS USE ONLY AND SHOULD BE LEFT BLANK.