

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



2751

**SUBMITTAL DATE:**  
October 19, 2016

**FROM :** RIVERSIDE COUNTY INFORMATION TECHNOLOGY::

**SUBJECT:** Approve and execute the Agreement with Optiv Security Inc. for a turnkey enterprise Internet content filtering solution implementation and professional services [All Districts]; [\$582,243 financed over 3 years, 100% RCIT Operating Budget/ISF]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve and execute the Agreement with Optiv Security Inc. for a turnkey Blue Coat Proxy Advanced Secure Gateway implementation and professional services for three years for the total amount of \$582,243; and,
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel to sign amendments: a) to extend software, licensing and support services at an annual amount not to exceed \$124,000 for three additional years; b) that do not change the substantive terms of the agreement; and, c) increase the compensation provisions not more than 10% annually.

**Policy**

*Steve Reneker*

Steve Reneker

10/21/2016

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
<b>COST</b>	\$194,081	\$194,081	\$582,243	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> 100% RCIT Operating Funds			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	16/17-18/19

**C.E.O. RECOMMENDATION:**

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Jeffries, seconded by Supervisor Tavaglione and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

**Ayes:** Jeffries, Tavaglione, Washington and Ashley  
**Nays:** None  
**Absent:** Benoit  
**Date:** November 1, 2016  
**xc:** RCIT, Purchasing

Kecia Harper-Ihem  
Clerk of the Board

By: *[Signature]*  
Deputy

3-16

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STATE OF CALIFORNIA**

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**BACKGROUND:**

**Summary**

The request before the Board is for the purchase of Blue Coat hardware, software, and professional services to provide countywide Internet content filtering.

**BACKGROUND:**

**Summary (continued)**

Today, all county employees, contractors, and visitors who connect to the county's enterprise network have full, unfettered access to the Internet. This not only presents a significant risk to the county's business operations in terms of lost productivity and unnecessary bandwidth consumption, but creates a substantial number of security and legal implications as well.

At the direction of the County Executive Office and request of the Human Resources Department (as well as several other county departments and agencies), RCIT plans to implement the county's first-ever enterprise internet content filter, which will enable the county to restrict Internet access to only those websites that are deemed necessary for county business. All other websites, including pornography, gambling and gaming, illegal file-sharing (e.g., BitTorrent, peer-to-peer), movie/TV streaming (e.g., Netflix, Hulu), terrorism and violence, phishing, and malware-hosting will be blocked by default unless otherwise authorized by the County Executive Office and Human Resources Department.

This product also features content caching, which significantly reduces the time in which commonly-accessed website content is presented to the Internet browser, improving the overall experience for all users accessing the internet. This feature also reduces the aggregate amount of bandwidth consumed by the 18,000+ users and 30,000+ devices connected to the county network.

**Impact on Citizens and Businesses**

This solution will provide the county and its constituents with immediate and long-term cost savings, as well as reduce the overall risk (security and legal) stemming from internet access/websites.

**Contract History and Price Reasonableness**

Purchasing and Fleet Services, on behalf of RCIT, issued a Request for Quote (RFQ) #ITARC-426 and posted on publicpurchase.com on September 9, 2016 and received four responses ranging in price from \$582,243 to \$875,826. Optiv Security Inc. was the lowest responsive bidder and is recommended for the award. The total amount of \$582,243 will be financed for three years through the Board approved Banc of America County line of credit.

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STATE OF CALIFORNIA

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ATTACHMENTS:

Purchase Agreement with Optiv Security Inc.

*Teresa Summers*  
Teresa Summers, Assistant Director of Purchasing 10/25/2016

**AGREEMENT**

for

**TURNKEY BLUE COAT PROXY ADVANCED SECURE GATEWAY**

between

**COUNTY OF RIVERSIDE**

and

**OPTIV SECURITY INC.**



11.01.16 3-16

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This Agreement, made and entered into this 1<sup>st</sup> day of November, 2016, by and between Optiv Security, Inc., (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

**1. Description of Services**

**1.1** CONTRACTOR shall provide all products and support services with the price as outlined and specified in Exhibit A, and Implementation Services with the price as outlined and specified in Exhibit B, Payment Provisions to the Agreement.

**1.2** CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with commercial industry standards of firms/professionals in the same discipline in the State of California.

**1.3** CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work under a statement of work ("SOW") at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

**1.4** Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

**2. Period of Performance**

**2.1** This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through October 31, 2019, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

**3. Deliverable Acceptance**

**3.1** CONTRACTOR will produce each deliverable and perform services as set forth in the SOW attached as Exhibit B. Each deliverable will be subject to acceptance testing by COUNTY in accordance with the acceptance criteria, if any, specified in the SOW (the "Acceptance Criteria"). If no Acceptance Criteria is specified in the SOW, COUNTY must accept or reject the deliverables and services in writing within fourteen (14) days of delivery and/or completion thereof. If COUNTY does not accept or reject the

deliverables and services in writing within fourteen (14) days of delivery and/or completion thereof, the deliverables and services will be deemed accepted.

**4. Compensation**

**4.1** The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of this Agreement. Maximum payments by COUNTY to CONTRACTOR shall not exceed Five Hundred Eighty Two Thousand Two Hundred Forty Three Dollars (\$582,243) including all expenses to be financed for three years through Banc of America. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in this Agreement, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

**4.2** No price increases will be permitted during the first year of this Agreement (If applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

**4.3** CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Riverside County Information Technology  
3450 14<sup>th</sup> Street  
Riverside, CA 92501

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (ITARC-20429-001-10/19); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

**4.4** The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered “monthly” in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

## **5. Alteration or Changes to the Agreement**

**5.1** The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

**5.2** Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

## **6. Termination**

**6.1.** COUNTY may terminate this Agreement without cause upon 180 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

**6.2** COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement



or fails to make progress that may 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.

**6.3** After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

**6.4** After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

**6.5** 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 CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement. If CONTRACTOR'S material breach occurs, COUNTY shall provide written notice and a 30 day cure period prior to any termination.

**6.6** If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

**6.7** The rights and remedies of 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.

## **7. Ownership/Use of Contract Materials and Products**

**7.1** The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The service material and reports,

excluding products, which are subject to the product manufacturer's end user license agreement, may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limited to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7.2 Notwithstanding anything to the contrary herein, the parties agree that any know-how, processes, techniques, concepts, methodologies, intellectual property, or tools CONTRACTOR or its employees develop (i) prior to the date of this Agreement, (ii) completely separate and apart from the services at any time, or (iii) in connection with assessment, gap analysis, or policy model related services, shall not be considered work product or work for hire and shall remain the exclusive property of CONTRACTOR, and CONTRACTOR may freely use the same. CONTRACTOR grants to COUNTY a perpetual, non-exclusive, worldwide, royalty free, paid-up, and transferable license to use CONTRACTOR intellectual property solely to the extent it is incorporated into or necessary for use of the deliverables.

## **8. Product Warranty**

8.1 COUNTY acknowledges that (i) it has made the selection of the products based on its own judgment and expressly disclaims any reliance upon statements made by CONTRACTOR, (ii) CONTRACTOR is an authorized reseller of the products, (iii) COUNTY'S use of the products is subject to the applicable product manufacturer's end user license agreement, service level agreement, terms of use or service, or other end user agreements or documents, (iv) the only representations, warranties, indemnities, and other terms relating to the products are those offered by the applicable product manufacturer, and CONTRACTOR will have no responsibility in connection therewith, (v) it expressly waives any claim against CONTRACTOR based upon any infringement or alleged infringement of any patent, copyright, trademark, or other intellectual property rights with respect to the manufacturer's products, and (vi) it assumes all responsibility for ensuring that the manufacturer's products are used in accordance with all applicable laws and regulations.

8.2 The foregoing representations and warranties are expressly in lieu of any other express or implied warranties, including any implied warranty of merchantability or fitness for a particular purpose, and of any other obligation on the part of CONTRACTOR, with respect to the manufacturer's products.

## **9. Conduct of Contractor**

9.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in

any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

**9.2** The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

**9.3** The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

## **10. Inspection of Service; Quality Control/Assurance**

**10.1** All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to reperform the services or assist the COUNTY with filing a warranty claim with the product manufacturer to bring the products in conformance with the product documented specifications at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default.

**10.2** CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

**11. Independent Contractor/Employment Eligibility**

**11.1** The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

**11.2** CONTRACTOR warrants that it shall make commercially reasonable effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

**11.3** Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

**11.4** CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose

to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

**11.5** CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

**11.6** CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

## **12. Subcontract for Work or Services**

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

## **13. Disputes**

**13.1** 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 Purchasing Department'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 to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

**13.2** 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.

**14. Licensing and Permits**

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

**15. Non-Discrimination**

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

**16. Records and Documents**

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's invoice time and material costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

**17. Confidentiality**

**17.1** Neither party shall use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY and CONTRACTOR information or data which is not subject to public disclosure;

COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

17.2 The parties shall protect from unauthorized disclosure names and other identifying information concerning persons receiving or performing services pursuant to this Agreement, except for general statistical information not identifying any person. The parties shall not use such information for any purpose other than carrying out the obligations under this Agreement. The parties shall promptly transmit to the other party all third party requests for disclosure of such information. The parties shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the disclosing, any such information to anyone other than the parties under this Agreement. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

**18. Administration/Contract Liaison**

The COUNTY Chief Information Security Officer, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

**19. Notices**

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

**COUNTY OF RIVERSIDE**

Riverside County Information Technology  
Attn: Procurement Contract Specialist  
3450 14<sup>th</sup> Street, 4<sup>th</sup> Floor  
Riverside, CA 92501

**CONTRACTOR**

Optiv Security, Inc.  
Attn: Ray Burgess  
36 Executive Park, Suite 110  
Irvine, CA 92614

**20. Force Majeure**

Except for payment, if either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

**21. EDD Reporting Requirements**

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at [www.edd.ca.gov](http://www.edd.ca.gov).

**22. Hold Harmless/Indemnification**

**22.1** 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, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to real or tangible personal property damage, bodily injury, or death . CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) to the extent caused by CONTRACTOR'S gross negligent or willful misconduct.

**22.2** 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 indemnification to Indemnitees as set forth herein.



**22.3** 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 involving CONTRACTOR'S gross negligence or willful misconduct.

**22.4** The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

**23. LIMITATION OF LIABILITY**

IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES (INCLUDING, WITHOUT LIMITATION SUPPLIERS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES, WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, STRICT LIABILITY AND NEGLIGENCE), FOR LOST PROFITS OR REVENUES, FOR LOSS OF USE OR LOSS OR CORRUPTION OF DATA, FOR EQUIPMENT OR SYSTEMS OUTAGES OR DOWNTIME, OR FOR ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, MULTIPLE, INCIDENTAL, CONSEQUENTIAL, OR SIMILAR DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE SERVICES, DELIVERABLES, PRODUCTS, THIS AGREEMENT, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL CONTRACTOR'S, CONTRACTOR AFFILIATES', THEIR SUPPLIERS', OR THEIR RESPECTIVE OFFICERS', DIRECTORS', EMPLOYEES', AND AGENTS' AGGREGATE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH SERVICES, DELIVERABLES, PRODUCTS, THIS AGREEMENT, AND OTHERWISE (INCLUDING NEGLIGENCE, GROSS NEGLIGENCE AND INTENTIONAL TORTS) EXCEED TWO TIMES THE AMOUNT OF FEES ACTUALLY PAID BY COUNTY FOR THE APPLICABLE SERVICE, DELIVERABLE, OR PRODUCT WHICH IS THE SUBJECT OF THE CLAIM DURING THE TWELVE (12) MONTHS PRECEDING THE DATE OF THE CLAIM. NO ACTION REGARDING THE SERVICES, DELIVERABLES, OR PRODUCTS (OTHER THAN WITH RESPECT TO PAYMENTS HEREUNDER) MAY BE BROUGHT MORE THAN TWO (2) YEARS AFTER THE FIRST TO OCCUR OF EITHER (I) THE CONCLUSION OF SERVICES AND DELIVERY OF ANY DELIVERABLES UNDER THE APPLICABLE SOW OR DELIVERY OF THE PRODUCTS, OR (II) THE CLAIMANT PARTY'S KNOWLEDGE OF THE EVENT GIVING RISE TO SUCH CAUSE OF ACTION.

**24. Insurance**

**24.1** 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 coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to 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.

**A. Workers' Compensation:**

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' 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.

**B. Commercial General Liability:**

Commercial General Liability insurance coverage, including but not limited to, premises liability, products and completed operations liability, personal and advertising injury, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. 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 agreement or be no less than two (2) times the occurrence limit.

**C. Vehicle Liability:**

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, 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 agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

**D. General Insurance Provisions - All lines:**

1) 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.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. 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 self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either a properly executed original Certificate(s) of Insurance. 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 cancellation, expiration or reduction in coverage of such insurance. In the event of a cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance thereto evidencing coverage's 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 .

4) 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 retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement 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; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) 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 Agreement.

**25. General**

**25.1** CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

**25.2** Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

**25.3** In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

**25.4** CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

**25.5** CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

**25.6** Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

**25.7** The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

**25.8** CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

**25.9** CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

**25.10** CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

**25.11** This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

**25.12** COUNTY agrees that it and its affiliates, and their employees, will not, either during or for a period of twelve (12) months after termination or expiration of this Agreement, solicit to hire as an employee or contractor any of CONTRACTOR'S employees. Publication of open positions in media of general circulation (e.g., Internet website job postings) will not constitute solicitation of employees. If COUNTY hires any employee(s) of CONTRACTOR prior to expiration of the twelve (12) month period, as an employee or contractor, COUNTY agrees to pay to CONTRACTOR as applicable, within thirty (30) days of the hiring date, an amount equal to 20% of person's annual compensation at the time of his or her departure from CONTRACTOR.

**25.13** This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

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IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: *John J. Benoit*  
John J. Benoit, Chairman  
Board of Supervisors

OPTIV SECURITY INC.

DocuSigned by:  
*Jacquelyn Wayne*  
381FC9E90883 Jacquelyn Wayne  
Name:  
Title: Director of Contracts

Dated: 11/01/16

Dated: 10/20/2016 | 9:53:05 AM PDT  
CD10-20-2016

ATTEST:

Kecia Harper-Ihem  
Clerk of the Board

By: *Kecia Harper-Ihem*  
Deputy

APPROVED AS TO FORM:

Gregory P. Priamos  
County Counsel

By: *Neal Kipnis* 10/20/16  
Neal Kipnis,  
Deputy County Counsel

**Exhibit A  
Equipment and Price List**

Line	Product Code	Description	Quantity	Unit Price	Ext. Price
1	ASGS500-20-U25K.	ASG-S500-20-U25K software upgrade	2	\$81,985.99	\$163,971.98
2	CPOS-ASGS500-Y1	CachePulse Optimization Service, Advanced Secure Gateway model S500, 3YR subscription	2	No Charge	No Charge
3	FI-KASP/SOP-5k-9999-3YR	Blue Coat Software, File Inspection, Dual AV, Kaspersky & Sophos, File Whitelist, 5000-9999 Users – 3YR	5000	\$5.03	\$25,150.00
4	IS-AWAASWG-5K-10K-1Y	IS Advanced CASB & Advanced Web Security, with Risk Controls, for SWG, Subscription, 5000-9999 Users, 3 YR	5000	\$111.11	\$55,550.00
5	MC-V10-10	Blue Coat Management Center VA, monitoring & management 10 Assets	1	\$1,043.97	\$1,043.97
6	RP-S500-20	Blue Coat Reporter RP-S500-20, 24TB	1	\$25,200.00	\$25,200.00
7	Standard	End Customer Support, Level 1->3 Software Support & Return to Factory Hardware Support for ASG-S500-20 – 3YR Support	2	\$105,468.64	\$210,937.28
8	Standard	End Customer Support, Level 1->3 Software Support & Return to Factory Hardware Support for RP-S500-20 – 3YR Support	1	\$35,100.00	\$35,100.00
9	SW Product Support	End Customer Software Product Support, Level 1-3 – 3YR Support	1	\$1,869.23	\$1,869.23
10	SW-FLASHASG-S500	Flash Proxy License, ASG-S500 – 3YR Subscription	2	\$1,060.10	\$2,120.20
11		<b>Total</b>			

**Exhibit B**  
**Implementation Services Scope of Work (SOW)**

**1. OVERVIEW**

COUNTY is looking to implement a Turnkey Blue Coat Proxy Advanced Secure Gateway (ASG) solution within its network environment and has selected CONTRACTOR as an experienced and qualified managed security services company to provide professional services for the installation and initial configuration of the solution.

**2. GOALS AND OBJECTIVES**

The following goals and objectives have been identified for this project:

- 2.1 Implement Blue Coat Proxy ASG solution, including Content Analysis System (CAS) functionality
- 2.2 Review existing department proxy and AD infrastructures, and develop strategies for integrating county departments
- 2.3 Configure policies appropriate for each department's requirements

**3. SERVICE ACTIVITIES AND APPROACH**

The following phases and list of activities provide an overview into the work and processes required to complete the services included as a part of this SOW. This list, however, should not be taken as a complete list of tasks. Each phase may change based on the information gathered during the project.

**3.1 Project Planning Phase**

**Kick-Off Call**

This Kick-Off Call consists of project planning and coordination and helps to identify the following items:

- A. COUNTY and CONTRACTOR resources and roles
- B. Agreement on project timeline and resource availability

**3.2 Implementation Phase**

**3.2.1 Discovery and Planning**

- A. COUNTY in-scope network and application environment
- B. Develop an installation, configuration, and testing plan for the Blue Coat appliances
  - i. Each of the in-scope departments represents different integration scenarios for COUNTY.
  - ii. Scenario based strategies should be developed to support future integration efforts

**3.2.2 Installation and Upgrade**

- A. Perform first boot on in-scope Blue Coat appliances
- B. Install and license in-scope Blue Coat appliances for SGOS and Content Filtering subscriptions
- C. Load current stable version of SGOS to appliances to conform to CONTRACTOR best practices



D. Update in-scope Blue Coat appliances and software to the latest stable service packs and hotfixes

### **3.2.3 Configuration and Integration of Proxy SG**

A. Configure Proxy Services (Ports to be intercepted)

B. Configure in-scope Active Directory integrated authentication realms, including:

- i. Admin
- ii. SSL (optional)
- iii. catch all

C. Validate Internet connectivity and download content filtering databases

D. Configure Content Filtering

E. Create custom exception page

F. Create Default Policies, which may include:

- i. Admin Authentication
- ii. Admin Access
- iii. Web Authentication
- iv. Web Access
- v. Web Content
- vi. SSL Access

G. Create a category based global black or white list

H. Create URL exception white list (if using default allow configuration)

I. Create in-scope Active Directory Group based rules

J. Transparent or Explicit proxy testing to confirm system functionality for:

- i. Proper policy application
- ii. Block page presentation
- iii. Receipt of traffic by Splunk Enterprise SIEM

K. Replicate configuration additional appliances

L. Configure external logging destination, as applicable

M. Test and validate cutover strategies, per department

N. Install and configure Blue Coat Reporter

O. Based on predetermined requirements, configure in-scope reports in Blue Coat Reporter

## **3.3 Project Documentation Phase**

### **3.3.1 Post-Project Review**

A. Provide general knowledge transfer of the following items:

- i. Operational/functional overview of implemented features
- ii. Basic administration (best practices, changes, monitoring, etc.)
- iii. Basic troubleshooting methodologies
- iv. Basic overview of advanced features
- v. Overview of support case generation methodologies

### **3.3.2 Final Documentation Creation**

A. Create the Project Summary Report

**4. SERVICE DELIVERABLES**

CONTRACTOR shall provide COUNTY with the following deliverable documents in electronic (Adobe PDF) format:

**4.1 Project Summary Report**

The Project Summary Report will contain a high-level description of the work performed and details of the Blue Coat solutions deployment and includes the following sections:

- A. Summary of work performed
- B. Architecture diagram
- C. Configuration settings
- D. Engagement checklist

**5. ENVIRONMENT**

The following section summarizes COUNTY's network, system, and application environment within the scope of this SOW.

**5.1 In-Scope Environment Specifics****Riverside County Information Technology (RCIT)**

- A. No Internet proxy
- B. Microsoft Windows Server DCs running DNS for recursion, Infoblox DNS servers for external resolution (split DNS)
- C. Decentralized Active Directory domain

**Department of Public Social Services (DPSS)**

- A. Microsoft Threat Management Gateway (TMG) for proxy
- B. Microsoft Windows Server DCs running DNS for recursion, Infoblox DNS servers for external resolution (split DNS)
- C. Decentralized Active Directory domain

**Sheriff**

- A. No Internet proxy
- B. Microsoft Windows Server 2012 R2 Server DCs running DNS for recursion, Infoblox DNS servers for external resolution (split DNS)
- C. Decentralized Active Directory domain

**District Attorney**

- A. No Internet proxy
- B. Microsoft Windows Server 2008 R2 Server DCs running DNS for recursion, Infoblox DNS servers for external resolution (split DNS)
- C. Decentralized Active Directory domain

**Probation**

- A. Wavecrest CyBlock Internet proxy
- B. Microsoft Windows Server 2008 R2 Server DCs running DNS for recursion, Infoblox DNS servers for external resolution (split DNS)
- C. Decentralized Active Directory domain

**Riverside University Health System (Medical Center, Behavioral Health, Clinics)**

- A. McAfee (Intel) Web Gateway Internet proxy
- B. Microsoft Windows Server DCs running DNS for recursion, Infoblox DNS servers for external resolution (split DNS)
- C. Decentralized Active Directory domains (2)

**5.2 Scoping Considerations**

Specific details relating to the scope are listed below. Scoping details were provided by COUNTY through documents and/or interviews; and some assumptions may have been made based upon industry best practices. Significant variance from this information may result in a Change Order. CONTRACTOR shall not perform any additional work outside of the scope described in this SOW without a signed Change Order.

<b>Hardware and Software Components</b>	
<b>Proxy ASG Appliance</b>	Up to two (2) ASG Appliance
<b>Management Center</b>	One (1) Virtual Appliance
<b>Reporter</b>	One (1) Physical Appliance
<b>Configuration Metrics</b>	
<b>Traffic Routing Mode</b>	Varied, based on department integration strategy
<b>Active Directory Realms</b>	Up to six (6)
<b>Active Directory Group Rules</b>	Up to ten (10)
<b>Reports/Report Templates</b>	Up to ten (10)

**5.3 Project Scoping Assumptions**

- A. CONTRACTOR assumes that all project phases will be conducted from the geographical location(s) or number of location(s) specified herein. A Change Order may be required for any additional locations that require physical visitation by CONTRACTOR’s consultants, but are not requested by Riverside County during the project scoping process.
- B. Any special conditions not stipulated within this SOW, such as late evening/early morning hour (Monday through Friday 5:00 PM to 8:00 AM and weekends) or holiday hour requirements, or any other special testing windows not stated during the initial scoping, may result in additional fees and may require a Change Order. (Limited penetration testing windows of less than 8 hours in length are not recommended, as they can limit the testing techniques and tools that can be run.)
- C. CONTRACTOR assumes that the final deliverable report will be consistent with the items identified in the Deliverables section and/or the scope table within this SOW. A Change Order fee will be applied to any additional reports that are required, but are not requested by COUNTY during the project scoping process and identified in this SOW.

**5.4 In-Scope Environment Specifics**

- A. Version and Upgrades  
 CONTRACTOR shall apply the most current version available (or as appropriate the best known stable version consistent with COUNTY’s patch management policy), of software, patches, and vendor-provided fixes to the installed system(s), provided the systems are current on maintenance and support, and patches can be applied during business hours. CONTRACTOR shall apply one (1) major patch upgrade.
- B. System Access and Passwords  
 CONTRACTOR may require system passwords and admin-level access to the equipment that will be configured throughout the engagement. CONTRACTOR shall coordinate efforts with COUNTY staff to reset passwords and disable/remove any CONTRACTOR-assigned accounts/access upon project completion.

**5.5 Out-of-Scope Activities**

- A. WCCP traffic routing configuration, except for changes in Blue Coat configuration
- B. Load balancing configuration
- C. Implementation of disaster recovery systems
- D. Creation of procedural or process documentation
- E. Creation of Run Books
- F. Creation of instructional deployment handbooks that enable complete rebuild of all settings and configurations

**6. PROFESSIONAL CONSIDERATIONS**

**6.1 Scheduling**

- A. CONTRACTOR's POC shall contact COUNTY to set project start dates based on then-current scheduling factors for both parties. CONTRACTOR is committed to completing the project within a timeframe that is agreed upon with COUNTY during the project kickoff meeting.
- B. Services cannot be scheduled and detailed project timelines cannot be determined until the SOW is mutually executed. Project start and/or end dates cannot be guaranteed, as many factors outside of CONTRACTOR's control can alter project timelines.

**6.2 Rescheduling or Cancellation**

Two (2) weeks' written notice in advance of the project start date is required for cancelling or rescheduling any services. If cancellation or rescheduling occurs with less than two (2) weeks' advance notice of the scheduled start date, nonrefundable and/or nontransferable travel expenses will be billed to and paid by COUNTY at actual cost, as well as any frictional costs incurred with rescheduling consultants.

**6.3 Project Change Control**

In the event that unforeseen factors affect the scope or effort of the project, a mutually agreed-upon Change Order will be created. CONTRACTOR shall provide a Change Order for COUNTY to review and sign before any work outside the original scope is performed or additional expenses are invoiced to COUNTY. The Change Order shall specifically address any variance from the original SOW and the associated costs. A brief explanation of the requirements for the changes shall also be included.

**7. Project Management**

**7.1 Project Management Overview**

CONTRACTOR shall conduct status meetings, which may include updates on project status and issues identified and addressed (such as schedule, deliverables, project quality, and team interaction). In addition, CONTRACTOR shall provide immediate notification of issues requiring COUNTY's attention. CONTRACTOR expects that any issues identified will be resolved promptly to avoid impact to the project timelines.

**7.2 CONTRACTOR Project Management Activities**

CONTRACTOR's Project Management Activities include:

- A. Single POC throughout service(s) engagement
- B. Project initiation and kickoff meeting (on-site or remote)
- C. Project plan and Work Breakdown Structure development and dissemination
- D. Issue and risk identification, quantification, and mitigation
- E. Full ownership of project budget, schedule, deliverables, and change management
- F. Detailed project reporting with full visibility into scope, budget, and schedule adherence, including weekly status reports outlining project status, issues noted, and issues addressed as they relate to schedule, deliverables, project quality, and team interaction (as applicable)
- G. Timely and regular project audits and milestone management
- H. Project meetings and key stakeholder communication (on-site or remote)
- I. Project close-out and final deliverable acceptance

**7.3 CONTRACTOR Responsibilities**

The following list details CONTRACTOR's responsibilities for this project:

- A. CONTRACTOR consultants consider all COUNTY information and documentation as sensitive and confidential and will handle appropriately.
- B. CONTRACTOR shall have no responsibility for non- Contractor -contracted consultants or third parties engaged on the project unless expressly agreed to in writing.

**7.4 COUNTY Responsibilities**

The following list details COUNTY's responsibilities for this project:

- A. COUNTY will designate one (1) employee to serve as a primary POC for the project. The POC will be responsible for scheduling COUNTY resources for required meetings, interviews, and other needs deemed necessary to complete the project work as scoped. The POC will participate in weekly status meetings and will serve as the first point of escalation for any project-related requests or issues.
- B. COUNTY will provide access to all proprietary information, applications, and systems necessary to the success of this project.
- C. COUNTY will execute all client data gathering activities in an efficient manner, and data will be promptly submitted to CONTRACTOR's consultants within a commercially reasonable response time. Any delays incurred in acquiring this information may result in the need for a Change Order and rescheduling of the project, at the discretion of CONTRACTOR.
- D. COUNTY will provide the necessary staff availability to complete identified tasks and/or to participate in interviews. COUNTY's inability to provide this staff may affect the completion of tasks and/or deliverables.
- E. COUNTY will provide access to any necessary facility and/or remote access to complete the project.

**8. Pricing Summary**

This Statement of Work is based on a fixed price that includes all CONTRACTOR travel or other expenses related to performance of the Agreement.

	<b>Item</b>	<b>Currency</b>	<b>Amount</b>
1	Implementation Services Scope of Work as defined in this Exhibit B.	USD	\$61,300.00
	<b>Total</b>	<b>USD</b>	<b>\$61,300.00</b>